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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF EL DORADO

JAMES MUNHALL, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

MOSAIC MANAGEMENT INC., a
corporation; EL DORADO HILLS MC
LIMITED PARTNERSHIP, a limited
partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 26CV0630

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of 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), and the applicable
Wage Order(s).

1 Plaintiff James Munhall ("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Mosaic Management Inc.
8 and El Dorado Hills MC Limited Partnership (referred to as "DEFENDANT") seeking only to
9 recover PAGA civil penalties on behalf of all current and former aggrieved employees that
10 worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than**
11 **penalties as permitted by California Labor Code § 2699.** To the extent that statutory
12 violations are mentioned for wage violations, PLAINTIFF does not seek underlying general
13 and/or special damages for those violations, but simply the civil penalties permitted by
14 California Labor Code § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 **THE PARTIES**

26
27 5. Mosaic Management Inc. ("DEFENDANT") is a corporation that at all relevant
28 times mentioned herein conducted and continues to conduct substantial business in California.

1 6. El Dorado Hills MC Limited Partnership ("DEFENDANT") is a limited
2 partnership that at all relevant times mentioned herein conducted and continues to conduct
3 substantial business in California.

4 7. The entities named in paragraphs 5-6 above (and any DOE entities later named)
5 are the joint employers of PLAINTIFF as evidenced by paycheck, standardized company
6 employment handbooks, by standardized policies and procedures, by the company PLAINTIFF
7 performs work for respectively and are therefore jointly responsible as employers for the
8 conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

9 8. DEFENDANT owns and operates senior assisted living facilities in California.

10 9. PLAINTIFF was employed by DEFENDANT in California from February of
11 2024 to September 11, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-
12 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
13 periods and payment of minimum and overtime wages due for all time worked.

14 10. PLAINTIFF, and such persons that may be added from time to time who satisfy
15 the requirements and exhaust the administrative procedures under the Private Attorney General
16 Act, brings this Representative Action on behalf of the State of California with respect to all
17 individuals who are or previously were employed by Mosaic Management Inc.
18 and/or El Dorado Hills MC Limited Partnership in California, including any employees staffed
19 with Mosaic Management Inc. and/or El Dorado Hills MC Limited Partnership by a third party,
20 and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
21 period of November 4, 2024 until a date as determined by the Court (the "PAGA PERIOD").

22 11. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
23 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
24 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
25 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512,
26 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
27 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
28

1 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
2 within the meaning of Labor Code § 2699.

3 12. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
8 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
9 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
10 50, inclusive, are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

12 13. The agents, servants and/or employees of the Defendants and each of them
13 acting on behalf of the Defendants acted within the course and scope of his, her or its
14 authority as the agent, servant and/or employee of the Defendants, and personally
15 participated in the conduct alleged herein on behalf of the Defendants with respect to the
16 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
17 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
18 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
19 conduct of the Defendants' agents, servants and/or employees.

20 21 THE CONDUCT

22 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
23 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
24 worked, meaning the time during which an employee is subject to the control of an
25 employer, including all the time the employee is suffered or permitted to work.
26 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
27 paying them for all the time they are under DEFENDANT's control. Among other things,
28 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to

1 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
2 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
3 break. DEFENDANT, as a matter of established company policy and procedure,
4 administers a uniform practice of rounding the actual time worked and recorded by
5 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
6 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
7 EMPLOYEES are paid less than they would have been paid had they been paid for actual
8 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
10 breaks by working without their time being correctly recorded and without compensation at
11 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
12 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
13 records.

14 15. State law provides that employees must be paid overtime and meal and rest
15 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
16 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
17 tied to specific elements of an employee's performance.

18 16. The second component of PLAINTIFF's and the AGGRIEVED
19 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
20 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
21 performance for DEFENDANT. The non-discretionary incentive program provided all
22 employees paid on an hourly basis with incentive compensation when the employees met the
23 various performance goals set by DEFENDANT. However, when calculating the regular
24 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
25 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
26 compensation as part of the employees' "regular rate of pay" for purposes of calculating
27 overtime pay and meal and rest break premium pay. Management and supervisors described
28 the incentive program to potential and new employees as part of the compensation package.

1 As a matter of law, the incentive compensation received by PLAINTIFF and the
2 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
3 do so has resulted in a underpayment of overtime compensation and meal and rest break
4 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

5 17. As a result of their rigorous work schedules, PLAINTIFF and the
6 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
7 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
8 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
9 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
10 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
11 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work.
13 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
14 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
15 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
16 and in accordance with DEFENDANT’s corporate policy and practice.

17 18. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
18 EMPLOYEES were also required from time to time to work in excess of four (4) hours
19 without being provided ten (10) minute rest periods. Further, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
21 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
22 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
23 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
25 also not provided with one hour wages in lieu thereof. Additionally, the applicable
26 California Wage Order requires employers to provide employees with off-duty rest periods,
27 which the California Supreme Court defined as time during which an employee is relieved
28 from all work related duties and free from employer control. In so doing, the Court held that

1 the requirement under California law that employers authorize and permit all employees to
2 take rest period means that employers must relieve employees of all duties and relinquish
3 control over how employees spend their time which includes control over the locations
4 where employees may take their rest period. Employers cannot impose controls that prohibit
5 an employee from taking a brief walk - five minutes out, five minutes back. Here,
6 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
7 unconstrained walks and is unlawful based on DEFENDANT's rule which states
8 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
9 their rest period.

10 19. During the PAGA PERIOD, DEFENDANT failed to accurately record and
11 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
14 all time worked, meaning the time during which an employee was subject to the control of
15 an employer, including all the time the employee was permitted or suffered to permit this
16 work. DEFENDANT required these employees to work off the clock without paying them
17 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
18 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
19 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage
22 rates. To the extent that the time worked off the clock does not qualify for overtime
23 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
24 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

25 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
4 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
5 during the pay period and the total hours worked, and the applicable pay period in which the
6 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
7 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
8 identify such information. More specifically, the wage statements failed to identify the
9 accurate total hours worked each pay period. When the hours shown on the wage statements
10 were added up, they did not equal the actual total hours worked during the pay period in
11 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
12 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
13 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
14 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
15 statements which violated Cal. Lab. Code § 226.

16 21. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
17 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven (7) calendar days following the close of the payroll
19 period. Cal. Lab. Code § 210 provides:

20 in [I]n addition to, and entirely independent and apart from, any other penalty provided
21 this article, every person who fails to pay the wages of each employee as provided in
22 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
23 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

24 22. DEFENDANT from time to time failed to pay PLAINTIFF and the
25 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
26 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
27 wage payments.
28

1 23. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
2 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
4 employees earn non-discretionary remuneration, including, but not limited to, incentives,
5 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
6 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
7 their base rates of pay.

8 24. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
9 employees be calculated by dividing the employee's total wages, not including overtime
10 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
11 days of employment.

12 25. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
13 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
14 earned non-discretionary incentive wages which increased their regular rate of pay.
15 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
17 required under Cal. Lab. Code Section 246.

18 26. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
19 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
20 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
21 believes and based thereon alleges that such failure to pay sick pay at regular rate was
22 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
23 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

24 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
25 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
26 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
27 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
28 2802, employers are required to indemnify employees for all expenses incurred in the course

1 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
2 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
3 employee in direct consequence of the discharge of his or her duties, or of his or her
4 obedience to the directions of the employer, even though unlawful, unless the employee, at
5 the time of obeying the directions, believed them to be unlawful."

6 28. In the course of their employment PLAINTIFF and the AGGRIEVED
7 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
8 personal cellular phones as a result of and in furtherance of their job duties as employees for
9 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
10 associated with the use of their personal cellular phones for DEFENDANT's benefit.
11 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
12 DEFENDANT to use their personal cellular phones. As a result, in the course of their
13 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
14 incurred unreimbursed business expenses which included, but were not limited to, costs
15 related to the use of their personal cellular phones all on behalf of and for the benefit of
16 DEFENDANT.

17 29. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
18 terminated and DEFENDANT has not tendered payment of all wages owed as required by
19 law.

20 **JURISDICTION AND VENUE**

21 30. This Court has jurisdiction over this Action pursuant to California Code of
22 Civil Procedure, Section 410.10.

23 31. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
25 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
26 facilities in this County and/or conducts substantial business in this County, and (ii)
27 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
28 AGGRIEVED EMPLOYEES.

1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698]**

4 **(By PLAINTIFF and Against All Defendants)**

5 32. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 33. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
9 the state's labor law enforcement agencies. An action to recover civil penalties under
10 PAGA is fundamentally a law enforcement action designed to protect the public and not to
11 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
12 but to create a means of "deputizing" citizens as private attorneys general to enforce the
13 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
14 public interest to allow aggrieved employees, acting as private attorneys general to recover
15 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
16 claims cannot be subject to arbitration.

17 34. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to all individuals who are or previously were employed by Mosaic Management
21 Inc. and/or El Dorado Hills MC Limited Partnership in California, including any employees
22 staffed with Mosaic Management Inc. and/or El Dorado Hills MC Limited Partnership by a
23 third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
24 during the time period of November 4, 2024 until a date as determined by the Court (the
25 "PAGA PERIOD").

26 35. On November 4, 2025, PLAINTIFF gave written notice by electronic mail to
27 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
28 employer of the specific provisions of this code alleged to have been violated as required by

1 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
2 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
3 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
4 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
5 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

6 36. The policies, acts and practices heretofore described were and are an unlawful
7 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
8 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
9 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
10 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
11 required expenses, and (f) failed to provide wages when due, all in violation of the
12 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),
13 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
14 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
15 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
16 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
17 Attorney General Act of 2004 as the representative of the State of
18 California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

19
20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
22 severally, as follows:

- 23 1. On behalf of the State of California and with respect to other AGGRIEVED
24 EMPLOYEES:

25 A) Recovery of civil penalties as prescribed by the Labor Code Private
26 Attorneys General Act of 2004; and,

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: March 9, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Norman Blumenthal
 Norman B. Blumenthal
 Kyle R. Nordrehaug
 Nicholas J. De Blouw
Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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November 4, 2025
CA3787

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

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

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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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).

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Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.