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Case Management Conference

11/13/2025 08:30 AM - Department 02

To obtain an ADR packet please visit the court's website.

<https://www.tulare.courts.ca.gov/divisions/civil>

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

MARISELA LOZA, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

ADDICTION RESEARCH AND
TREATMENT, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. VCU323614

**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,
510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Marisela Loza (“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 her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Addiction Research and
8 Treatment, Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties
9 on behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does not seek to recover anything other than penalties as permitted by
11 California Labor Code § 2699. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

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

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

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

24 THE PARTIES

25 5. Addiction Research and Treatment, Inc. (“DEFENDANT”) is a Corporation that
26 at all relevant times mentioned herein conducted and continues to conduct substantial business
27 in California.
28

1 6. DEFENDANT provides healthcare services. including drug treatment,
2 rehabilitation, medical care, and behavioral healthcare services in California.

3 7. PLAINTIFF was employed by DEFENDANT in California from September of
4 2017 to March 27, 2025. PLAINTIFF was at all times classified by DEFENDANT as a
5 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
6 periods and payment of minimum and overtime wages due for all time worked.

7 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
8 the requirements and exhaust the administrative procedures under the Private Attorney General
9 Act, brings this Representative Action on behalf of the State of California with respect to all
10 individuals who are or previously were employed by DEFENDANT in California, including any
11 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
12 (“AGGRIEVED EMPLOYEES”) during the time period of May 5, 2024 until a date as
13 determined by the Court (the "PAGA PERIOD").

14 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
15 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
16 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
17 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
18 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section
19 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
20 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
21 meaning of Labor Code § 2699.

22 10. The true names and capacities, whether individual, corporate, subsidiary,
23 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
24 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
25 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
26 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
27 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
28 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through

1 50, inclusive, are responsible in some manner for one or more of the events and happenings
2 that proximately caused the injuries and damages hereinafter alleged.

3 11. The agents, servants and/or employees of the Defendants and each of them
4 acting on behalf of the Defendants acted within the course and scope of his, her or its
5 authority as the agent, servant and/or employee of the Defendants, and personally
6 participated in the conduct alleged herein on behalf of the Defendants with respect to the
7 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
8 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
9 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
10 conduct of the Defendants' agents, servants and/or employees.

11 12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
22 break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
4 records.

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

9 14. The second component of PLAINTIFF's and the AGGRIEVED
10 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
11 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
12 performance for DEFENDANT. The non-discretionary incentive program provided all
13 employees paid on an hourly basis with incentive compensation when the employees met the
14 various performance goals set by DEFENDANT. However, when calculating the regular
15 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
17 compensation as part of the employees' "regular rate of pay" for purposes of calculating
18 overtime pay and meal and rest break premium pay. Management and supervisors described
19 the incentive program to potential and new employees as part of the compensation package.
20 As a matter of law, the incentive compensation received by PLAINTIFF and the
21 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
22 do so has resulted in a underpayment of overtime compensation and meal and rest break
23 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

24 15. As a result of their rigorous work schedules, PLAINTIFF and the
25 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
26 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
27 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
28 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving

1 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
2 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
3 which these employees were required by DEFENDANT to work ten (10) hours of work.
4 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
5 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
6 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
7 and in accordance with DEFENDANT's corporate policy and practice.

8 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES were also required from time to time to work in excess of four (4) hours
10 without being provided ten (10) minute rest periods. Further, these employees were denied
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
12 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
13 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
14 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
15 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
16 also not provided with one hour wages in lieu thereof. Additionally, the applicable
17 California Wage Order requires employers to provide employees with off-duty rest periods,
18 which the California Supreme Court defined as time during which an employee is relieved
19 from all work related duties and free from employer control. In so doing, the Court held that
20 the requirement under California law that employers authorize and permit all employees to
21 take rest period means that employers must relieve employees of all duties and relinquish
22 control over how employees spend their time which includes control over the locations
23 where employees may take their rest period. Employers cannot impose controls that prohibit
24 an employee from taking a brief walk - five minutes out, five minutes back. Here,
25 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
26 unconstrained walks and is unlawful based on DEFENDANT's rule which states
27 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
28 their rest period.

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

16 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
17 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
18 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
19 provides that every employer shall furnish each of his or her employees with an accurate
20 itemized wage statement in writing showing, among other things, gross wages earned and all
21 applicable hourly rates in effect during the pay period and the corresponding amount of time
22 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
23 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
24 during the pay period and the total hours worked, and the applicable pay period in which the
25 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
26 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
27 identify such information. More specifically, the wage statements failed to identify the
28 accurate total hours worked each pay period. When the hours shown on the wage statements

1 were added up, they did not equal the actual total hours worked during the pay period in
2 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
3 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
4 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
5 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
6 statements which violated Cal. Lab. Code § 226.

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

11 in [I]n addition to, and entirely independent and apart from, any other penalty provided
12 this article, every person who fails to pay the wages of each employee as provided in
13 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
14 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.

15 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
16 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
17 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
18 wage payments.

19 21. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
20 terminated and DEFENDANT has not tendered payment of all wages owed as required by
21 law. DEFENDANT’s conduct violates Labor Code §§ 201 and/or 202, and therefore
22 PLAINTIFF and AGGRIEVED EMPLOYEES are also be entitled to waiting time penalties
23 under Cal. Lab. Code § 203.

24 **JURISDICTION AND VENUE**

25
26 22. This Court has jurisdiction over this Action pursuant to California Code of
27 Civil Procedure, Section 410.10.

28 23. Venue is proper in this Court pursuant to California Code of Civil Procedure,

1 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
2 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
3 facilities in this County and/or conducts substantial business in this County, and (ii)
4 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
5 AGGRIEVED EMPLOYEES.

6
7 **FIRST CAUSE OF ACTION**

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

9 **[Cal. Lab. Code §§ 2698]**

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

11 24. PLAINTIFF realleges and incorporates by this reference, as though fully set
12 forth herein, the prior paragraphs of this Complaint.

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

23 26. PLAINTIFF, and such persons that may be added from time to time who
24 satisfy the requirements and exhaust the administrative procedures under the Private
25 Attorney General Act, brings this Representative Action on behalf of the State of California
26 with respect to all individuals who are or previously were employed by DEFENDANT in
27 California, including any employees staffed with DEFENDANT by a third party, and
28 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time

1 period of May 5, 2024 until a date as determined by the Court (the "PAGA PERIOD").

2 27. On May 5, 2025, PLAINTIFF gave written notice by electronic mail to the
3 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
4 employer of the specific provisions of this code alleged to have been violated as required by
5 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
6 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
7 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
8 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
9 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

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

23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
25 severally, as follows:

26 1. On behalf of the State of California and with respect to all AGGRIEVED

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

EMPLOYEES:

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

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: July 11, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
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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WRITERS E-MAIL:

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WRITERS EXT:

1004

May 5, 2025

CA3709

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Addiction Research and Treatment, Inc.
Certified Mail #9589071052703176334075
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD., Suite 700
GLENDALE, CA 91203

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Addiction Research and Treatment, Inc. in California, including any employees staffed with Addiction Research and Treatment, Inc. by a third party, and classified as non-exempt employees during the time period of May 5, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff Marisela Loza (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Addiction Research and Treatment, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from September of 2017 to March 27, 2025. Plaintiff worked for Defendant as a Substance Abuse Counselor at Defendant’s location at 1646 S. Court Street, Visalia, CA 93292.

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, 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 in detail below.

Defendant committed a substantial number of meal and rest break violations during the PAGA Period and the **pay stubs reveal zero premiums were ever paid to Plaintiff for**

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these violations. When Plaintiff would go on a lunch break, she would use Defendant's computer to clock out for her meal period. However, Plaintiff was required to work off the clock completing various tasks. For example, Plaintiff's Supervisor, Keri Giddens, would knock on Plaintiff's door and would inquire as to client scheduling issues. Additionally, Plaintiff worked at one of Defendant's methadone clinics that allowed walk-in clients, in addition to scheduled clients. There were work shifts during the PAGA Period that Plaintiff would be clocked out for a meal break, but would have to complete admission paperwork and process new walk-in clients for the clinic. Further, Defendant required Plaintiff and other Aggrieved Employees to complete "PIRP Notes" (Problem, Intervention, Response, Plan) that detailed the facts and outcomes of their client sessions. Defendant scheduled Plaintiff and other Aggrieved Employee's work shifts in a way that there was not enough time to complete the PIRP notes without working on them during what should have been their off duty meal and rest breaks. Plaintiff also would not be able to take her rest periods and there were violations weekly as a result of the tasks that would need to be completed above. The counselor logs and time records (Which are in Defendant's possession) of the meal periods will show that meal and rest breaks were very difficult to take timely and off-duty as a result of the back to back clients scheduled by Defendant and the additional tasks that could be required at Defendant's methadone clinic. Defendant's failure to pay a single meal or rest break premium during the entire PAGA Period violated Cal. Lab. Code Sections 226.7 and 512.

As a result of the above off the clock work during what should have been Plaintiff's meal breaks, Labor Code Sections 510, 1194, 1197, 1197.1 & 1198 were also violated as Plaintiff was not paid the requisite minimum and overtime wages for all hours worked.

Defendant also paid Plaintiff non-discretionary bonus wages in the form of "EMP BDAY" payments, but failed to include these wages in Plaintiff's regular rate for the purposes of calculating Plaintiff's correct overtime wages. Attached hereto as **Exhibit #1** is a true and correct copy of the pay stub reflecting these payments in violation of California Labor Code Section 510.

Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including minimum, overtime and meal and rest break premium wages as a result of the above mentioned violations. Further, Defendant failed to pay additional earned wages timely as well. For example, Defendant paid Plaintiff a "retro" wage payment from a previous raise after the time allotted in California Labor Code Section 204(d). Attached hereto as **Exhibit #2** is a true and correct copy of the pay stub reflecting this payment.

Additionally, 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

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of employment (such as Plaintiff when she left employment with Defendant in March of 2025). The non-payment of these wages violated Cal. Lab. Code Sections 202 and 203 and the associated penalties under such sections.

Finally, Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a), and more specifically, 226(a)(2). 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 total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). First, the “retro” payment described above in **Exhibit #2** failed to list the any associated hours or rates at which the retro wages were in earned. Additionally, Defendant also counted non-working hours into Plaintiff’s total hours worked throughout the PAGA period. Defendant would count payments for “PTO” and “Sick” pay into the total hours actually worked. As a result, Defendant violated Cal. Lab. Code 226(a)(2) for listing the incorrect hours worked in specific pay periods. Attached hereto as **Exhibit #1** is a pay stub reflecting these violations. The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify the correct wages earned and hours worked.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue 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 address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #1

ID# S04000	Name MARISELA LOZA	SSN [REDACTED]	Period Start 09/22/2024
Pay Date 10/11/2024	Department 1400	Location CA-VISALIA	Pay Method HOURLY
		Period End 10/05/2024	

Description	Rate	Hours	Amount	Year-to-Date
REGULAR	26.8600	70.0834	\$ 1,882.44	\$ 31,073.07
OVERTIME	40.2900	0.1500	\$ 6.04	\$ 17.18
HOLIDAY				\$ 1,095.14
EMP BDAY	26.8600	8.0000	\$ 214.88	\$ 214.88
PTO	26.8600	2.0000	\$ 53.72	\$ 3,487.24
FLEX SICK				\$ 1,177.67
RETRO PAY				\$ 323.42
TXBL LTD*			\$ 6.08	\$ 107.44
Total Earnings:				
		80.2334	\$ 2,163.16	\$ 37,496.04

EARNINGS:

Description	Amount	Year-to-Date
FEDERAL W/H	\$ 209.54	\$ 3,630.54
SOCIAL SEC	\$ 125.58	\$ 2,239.34
MEDICARE	\$ 29.37	\$ 523.72
CA STATE W/H	\$ 57.84	\$ 847.18
CA SDI	\$ 22.28	\$ 397.29
TOTAL TAXES:		
	\$ 444.61	\$ 7,638.07

TAXES:

Description	Amount	Year-to-Date
401(K)	\$ 60.00	\$ 1,260.00
401K LOAN	\$ 42.97	\$ 902.37
MEDICAL	\$ 86.43	\$ 864.30
DENTAL	\$ 45.06	\$ 450.60
VISION	\$ 6.28	\$ 62.80
CIG ACCIDENT	\$ 3.48	\$ 73.08
CIG CRITICAL	\$ 10.43	\$ 219.03
CIG HOSPITAL	\$ 10.35	\$ 217.35
Total Deductions:		
	\$ 265.00	\$ 4,049.53

DEDUCTIONS:

* Taxable Non-Cash Fringe Benefit (Value included in Gross Earnings for tax calculation, but excluded from Net Pay.)

Plan Name	Available	Taken
PTO	39.71	133.00
FLEX-SICK	6.02	2.00
VACATION	0.00	0.00
SICK	0.01	0.00

PAID LEAVE

Description	Amount	Year-to-Date
ER LIFE	\$ 1.14	\$ 23.94
ER LTD	\$ 6.08	\$ 107.44
401K MATCH	\$ 15.00	\$ 315.00
ER MEDICAL	\$ 395.63	\$ 3,956.30

CONTRIBUTIONS

Net Pay:	\$ 1,447.47
Net Pay Year-to-Date:	\$ 25,701.00

Amount
1,000.00
447.47

Exponent^{HR} by Exponent Technologies

ADDICTION RESEARCH AND TREATMENT, INC.
1720 LAKEPOINTE DRIVE, SUITE 117
LEWISVILLE, TX 75057-6425

Date: 10/11/2024

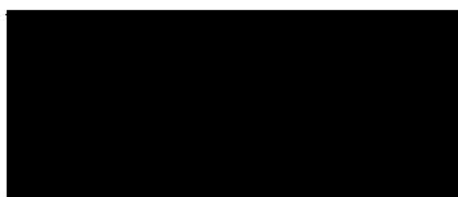
00754219

Pay to the order of: MARISELA LOZA

Amount:
\$ ***1,447.47

Your net pay has been directly deposited into the bank accounts shown

U.S. Dollars



NON-NEGOTIABLE

EXHIBIT NO. 2

ID#	Name	SSN	Period Start
S04000	MARISELA LOZA	[REDACTED]	10/06/2024
Pay Date	Department	Location	Pay Method
10/25/2024	1400	CA-VISALIA	HOURLY
			Period End
			10/19/2024

Description	Rate	Hours	Amount	Year-to-Date
REGULAR	26.8600	70.0834	\$ 1,882.44	\$ 32,955.51
OVERTIME	40.2900	0.0667	\$ 2.69	\$ 19.87
HOLIDAY	26.8600	8.0000	\$ 214.88	\$ 1,310.02
FLEX SICK	26.8600	2.0000	\$ 53.72	\$ 1,231.39
EMP BDAY				\$ 214.88
RETRO PAY			\$ 69.09	\$ 392.51
TXBL LTD*			\$ 6.08	\$ 113.52
PTO				\$ 3,487.24

EARNINGS:

Total Earnings: 80.1501 \$ 2,228.90 \$ 39,724.94

* Taxable Non-Cash Fringe Benefit (Value included in Gross Earnings for tax calculation, but excluded from Net Pay.)

Description	Amount	Year-to-Date
FEDERAL W/H	\$ 217.43	\$ 3,847.97
SOCIAL SEC	\$ 129.65	\$ 2,368.99
MEDICARE	\$ 30.32	\$ 554.04
CA STATE W/H	\$ 62.18	\$ 909.36
CA SDI	\$ 23.00	\$ 420.29

TAXES:

Total Taxes: \$ 462.58 \$ 8,100.65

Description	Amount	Year-to-Date
401(K)	\$ 60.00	\$ 1,320.00
401K LOAN	\$ 42.97	\$ 945.34
MEDICAL	\$ 86.43	\$ 950.73
DENTAL	\$ 45.06	\$ 495.66
VISION	\$ 6.28	\$ 69.08
CIG ACCIDENT	\$ 3.48	\$ 76.56
CIG CRITICAL	\$ 10.43	\$ 229.46
CIG HOSPITAL	\$ 10.35	\$ 227.70

DEDUCTIONS:

Total Deductions: \$ 265.00 \$ 4,314.53

Plan Name	Available	Taken
PTO	45.87	133.00
FLEX-SICK	6.62	4.00
VACATION	0.00	0.00
SICK	0.01	0.00

PAID LEAVE

Description	Amount	Year-to-Date
ER LIFE	\$ 1.14	\$ 25.08
ER LTD	\$ 6.08	\$ 113.52
401K MATCH	\$ 15.00	\$ 330.00
ER MEDICAL	\$ 395.63	\$ 4,351.93

CONTRIBUTIONS

Net Pay:	\$ 1,495.24
Net Pay Year-to-Date:	\$ 27,196.24

Amount
\$ 1,000.00
\$ 495.24

Exponent^{HR} by Exponent Technologies

ADDICTION RESEARCH AND TREATMENT, INC.
1720 LAKEPOINTE DRIVE, SUITE 117
LEWISVILLE, TX 75057-6425

Date: 10/25/2024

00757921

Pay to the order of: MARISELA LOZA

Amount:
\$ ***1,495.24

Your net pay has been directly deposited into the bank accounts shown

U.S. Dollars



NON-NEGOTIABLE