

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

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*

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

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#	Name	SSN	Period Start
S04000	MARISELA LOZA		09/22/2024
Pay Date	Department	Location	Pay Method
10/11/2024	1400	CA-VISALIA	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

EARNINGS:

Total Earnings: 80.2334 \$ 2,163.16 \$ 37,496.04

* 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	\$ 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

TAXES:

Total Taxes: \$ 444.61 \$ 7,638.07

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

DEDUCTIONS:

Total Deductions: \$ 265.00 \$ 4,049.53

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

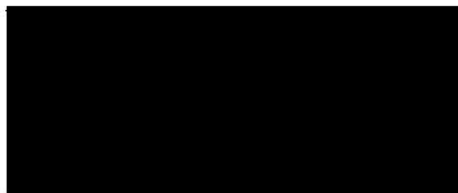
00754219

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		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