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**February 23, 2026
CA3805**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**APRIA HEALTHCARE LLC
Certified Mail #9589071052703647148453
National Registered Agents, Inc.
330 North 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, 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 Jahziel Lariz (“Plaintiff”) and all other Aggrieved Employees of Apria Healthcare LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Apria Healthcare LLC in California, including any employees staffed with Apria Healthcare LLC by a third party, and classified as non-exempt employees during the time period of February 23, 2025 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 January of 2019 to August 26, 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, for all of their non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as a Patient Service Technician and the office he was based out of was located at 16811 Milikin Avenue, Irvine, CA 92606. Plaintiff’s main job responsibilities consisted of delivering medical equipment to customers and instructing them on how to use said equipment, such as wheelchairs, beds, ventilators, nebulizers and CPAP/BiPAP machines. During the PAGA Period, Plaintiff and other

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Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

From time to time Plaintiff was unable to take compliant meal breaks and rest breaks which were sometimes late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff's meal breaks were sometimes taken late, after the 5th hour of his shift, because Defendant prioritized work flow over timely meal breaks. Plaintiff's meal breaks were also interrupted from time to time because, for example, during his meal breaks he would receive notifications via his Ipad that more work orders were coming, or he would receive phone calls from his supervisor or dispatcher letting him know more jobs were being added to his work route for the day, or he would get text messages regarding work-related issues from his supervisor or dispatcher. With respect to rest breaks, they were sometimes missed entirely because Plaintiff was pressured by Defendant not to take rest breaks in order to complete more deliveries and/or complete the deliveries faster. When he did take rest breaks, they were sometimes interrupted by calls or texts from his supervisor and when Plaintiff advised he was on a rest break, it would sometimes result in negative reactions, clearly implying that Defendant was not thrilled with Plaintiff taking rest breaks when the company was so busy with work deliveries.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and attempting to enjoy uninterrupted and duty-free meal breaks, Plaintiff was sometimes interrupted by his supervisor or dispatchers with work-related issues. In addition, from time to time Plaintiff became engaged in post-shift communications with his supervisor, Jon Salak, while off the clock. This would occur, for example, when Plaintiff was finished for the day and at the office for the purpose turning in paperwork and would get stuck talking to Mr. Salak about work-related issues. It should be noted that Mr. Salak knew that Plaintiff was off the clock when he would engage Plaintiff in unsolicited work-related conversations. Plaintiff would also sometimes receive calls or text messages at home after his shift ended from dispatchers regarding patients that he had dealt with that day. Moreover, on at least a few occasions Plaintiff was asked by Defendant to drop off medical equipment, such as a walker or a commode, to patients on his way back home and while off the clock. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay

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period and the proper regular and overtime wages earned. 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). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and after his shift ended, as set forth 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, even though Plaintiff received a company cell phone, he nonetheless used his personal cell phone for work-related purposes, without getting reimbursed any reasonable expenses for the costs he incurred. Specifically, Plaintiff's company phone was used by Plaintiff to contact patients and was generally used only for patient communication. However, supervisors and dispatchers called Plaintiff on his personal cell phone when communicating with him. Also, as set forth above, Plaintiff sometimes dropped off medical supplies to patients while off the clock but was not reimbursed any expenses for the costs he incurred in doing so, such as gas and/or mileage.

Finally, 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, such as when Plaintiff's employment with Defendant ended in August of 2025, 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.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* 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/ Ricardo Ehmann
Ricardo R. Ehmann, Esq.