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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

MICHAEL KUSH and DEMARRIO PYATT,
on behalf of the State of California, as private
attorney generals,

Plaintiffs,

vs.

GT INDEPENDENCE SERVICES, LLC,
a Limited Liability Company; and DOES
1 through 50, inclusive,

Defendants.

Case No. **CVRI 2604046**

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(a)(8), 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 Plaintiffs Michael Kush and Demarrio Pyatt (“PLAINTIFFS”), on behalf of the
2 people of the State of California and as “aggrieved employees” acting as private attorney
3 generals under the Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”)
4 only, allege on information and belief, except for their own acts and knowledge which are
5 based on personal knowledge, the following:

6 **INTRODUCTION**

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

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

16 3. Accordingly, PLAINTIFFS seek 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. PLAINTIFFS are not suing in their individual capacity; they are 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 PLAINTIFFS suing in their individual
24 capacity.

25 **THE PARTIES**

26 5. GT Independence Services, LLC (“DEFENDANT”) is a limited liability company
27 that at all relevant times mentioned herein conducted and continues to conduct substantial
28

1 business in California.

2 6. DEFENDANT specializes in self-directed long-term care services and offers
3 assistance in hiring in-home or community-based caregivers. DEFENDANT primarily serves
4 individuals with disabilities and long-term care needs, enabling them to choose their caregivers
5 and how they receive care.

6 7. Plaintiff Kush was employed by DEFENDANT in California from October of
7 2024 to May 23, 2025. Plaintiff Kush was at all times classified by DEFENDANT as a
8 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
9 periods and payment of minimum and overtime wages due for all time worked.

10 8. Plaintiff Pyatt was employed by DEFENDANT in California from October of
11 2024 to July 25, 2025. Plaintiff Pyatt was at all times classified by DEFENDANT as a
12 non-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 9. PLAINTIFFS, 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, bring this Representative Action on behalf of the State of California with respect to all
17 individuals who are or previously were employed by DEFENDANT in California, including any
18 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
19 ("AGGRIEVED EMPLOYEES") during the time period of April 8, 2025 until a date as
20 determined by the Court (the "PAGA PERIOD").

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

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

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

THE CONDUCT

13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFFS and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while clocked out for what should have been

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

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

24 15. During the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED
25 EMPLOYEES were also required from time to time to work in excess of four (4) hours
26 without being provided ten (10) minute rest periods. Further, these employees were denied
27 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
28 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes

1 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
2 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
3 hours or more from time to time. PLAINTIFFS and the AGGRIEVED EMPLOYEES were
4 also not provided with one hour wages in lieu thereof. Additionally, the applicable
5 California Wage Order requires employers to provide employees with off-duty rest periods,
6 which the California Supreme Court defined as time during which an employee is relieved
7 from all work related duties and free from employer control. In so doing, the Court held that
8 the requirement under California law that employers authorize and permit all employees to
9 take rest period means that employers must relieve employees of all duties and relinquish
10 control over how employees spend their time which includes control over the locations
11 where employees may take their rest period. Employers cannot impose controls that prohibit
12 an employee from taking a brief walk - five minutes out, five minutes back. Here,
13 DEFENDANT's policy restricted PLAINTIFFS and the AGGRIEVED EMPLOYEES from
14 unconstrained walks and is unlawful based on DEFENDANT's rule which states
15 PLAINTIFFS and the AGGRIEVED EMPLOYEES cannot leave the work premises during
16 their rest period.

17 16. During the PAGA PERIOD, DEFENDANT failed to accurately record and
18 pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these
19 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
20 DEFENDANT was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for
21 all time worked, meaning the time during which an employee was subject to the control of
22 an employer, including all the time the employee was permitted or suffered to permit this
23 work. DEFENDANT required these employees to work off the clock without paying them
24 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
25 should have known that PLAINTIFFS and the AGGRIEVED EMPLOYEES were under
26 compensated for all time worked. As a result, PLAINTIFFS and the AGGRIEVED
27 EMPLOYEES forfeited time worked by working without their time being accurately
28 recorded and without compensation at the applicable minimum wage and overtime wage

1 rates. To the extent that the time worked off the clock does not qualify for overtime
2 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
3 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

4 17. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
5 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
6 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
7 provides that every employer shall furnish each of his or her employees with an accurate
8 itemized wage statement in writing showing, among other things, gross wages earned and all
9 applicable hourly rates in effect during the pay period and the corresponding amount of time
10 worked at each hourly rate. PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid
11 on an hourly basis. As such, the wage statements should reflect all applicable hourly rates
12 during the pay period and the total hours worked, and the applicable pay period in which the
13 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
14 DEFENDANT provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to
15 identify such information. More specifically, the wage statements failed to identify the
16 accurate total hours worked each pay period. When the hours shown on the wage statements
17 were added up, they did not equal the actual total hours worked during the pay period in
18 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
19 paragraph, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that
20 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
21 time to time provided PLAINTIFFS and the AGGRIEVED EMPLOYEES with wage
22 statements which violated Cal. Lab. Code § 226.

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

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

1 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars
3 (\$200) for each failure to pay each employee, plus 25 percent of the amount
4 unlawfully withheld.

5 19. DEFENDANT from time to time failed to pay PLAINTIFFS and the
6 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
7 accordance with Cal. Lab. Code § 204(d), including but not limited to the "Hourly" regular
8 wage payments.

9 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS
10 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
11 penalties pursuant to Cal. Lab. Code Section 203.

12 21. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
13 PLAINTIFFS and the AGGRIEVED EMPLOYEES for required business expenses incurred
14 by the PLAINTIFFS and the AGGRIEVED EMPLOYEES in direct consequence of
15 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
16 2802, employers are required to indemnify employees for all expenses incurred in the course
17 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
18 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of his or her duties, or of his or her
20 obedience to the directions of the employer, even though unlawful, unless the employee, at
21 the time of obeying the directions, believed them to be unlawful."

22 22. In the course of their employment PLAINTIFFS and the AGGRIEVED
23 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
24 personal cellular phones as a result of and in furtherance of their job duties as employees for
25 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
26 associated with the use of their personal cellular phones for DEFENDANT's benefit.
27 Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were required by
28 DEFENDANT to use their personal cellular phones. As a result, in the course of their
employment with DEFENDANT, PLAINTIFFS and the AGGRIEVED EMPLOYEES

1 incurred unreimbursed business expenses which included, but were not limited to, costs
2 related to the use of their personal cellular phones all on behalf of and for the benefit of
3 DEFENDANT.

4 23. The employment of PLAINTIFFS and some AGGRIEVED EMPLOYEES has
5 terminated and DEFENDANT has not tendered payment of all wages owed as required by
6 law.

7 **JURISDICTION AND VENUE**

8 24. This Court has jurisdiction over this Action pursuant to California Code of
9 Civil Procedure, Section 410.10.

10 25. Venue is proper in this Court pursuant to California Code of Civil Procedure,
11 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT
12 and DEFENDANT (i) currently maintains and at all relevant times maintained offices and
13 facilities in this County and/or conducts substantial business in this County, and (ii)
14 committed the wrongful conduct herein alleged in this County against AGGRIEVED
15 EMPLOYEES.

16 **FIRST CAUSE OF ACTION**

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

18 **[Cal. Lab. Code §§ 2698]**

19 **(By PLAINTIFFS and Against All Defendants)**

20 26. PLAINTIFFS reallege and incorporate by this reference, as though fully set
21 forth herein, the prior paragraphs of this Complaint.

22 27. PAGA is a mechanism by which the State of California itself can enforce state
23 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
24 the state's labor law enforcement agencies. An action to recover civil penalties under
25 PAGA is fundamentally a law enforcement action designed to protect the public and not to
26 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
27 but to create a means of "deputizing" citizens as private attorneys general to enforce the
28

1 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
2 public interest to allow aggrieved employees, acting as private attorneys general to recover
3 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
4 claims cannot be subject to arbitration.

5 28. PLAINTIFFS, and such persons that may be added from time to time who
6 satisfy the requirements and exhaust the administrative procedures under the Private
7 Attorney General Act, bring this Representative Action on behalf of the State of California
8 with respect to all individuals who are or previously were employed by DEFENDANT in
9 California, including any employees staffed with DEFENDANT by a third party, and
10 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
11 period of April 8, 2025 until a date as determined by the Court (the "PAGA PERIOD").

12 29. On April 8, 2026, PLAINTIFFS gave written notice by electronic mail to the
13 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
14 employer of the specific provisions of this code alleged to have been violated as required by
15 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
16 herein. The statutory waiting period for PLAINTIFFS to add these allegations to the
17 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFFS may now
18 commence a representative civil action under PAGA pursuant to Section 2699 as the proxies
19 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

20 30. The policies, acts and practices heretofore described were and are an unlawful
21 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
22 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
23 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
24 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
25 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
26 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(8), 226.7, 510, 512,
27 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section
28 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to

1 civil penalties as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of only civil
2 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
3 representatives of the State of California for the illegal conduct perpetrated on other
4 AGGRIEVED EMPLOYEES.

5
6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
8 severally, as follows:

9 1. On behalf of the State of California and with respect to other AGGRIEVED
10 EMPLOYEES:

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

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

15 Dated: June 15, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
16

17 By: /s/ Norman Blumenthal
18 Norman B. Blumenthal
19 Kyle R. Nordrehaug
20 Nicholas J. De Blouw
21 *Attorneys for Plaintiffs*
22
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27 _____
28 ¹Plaintiffs specifically exclude and/or do not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS E-MAIL:
rico@bamlawca.com**

**WRITERS EXT:
1009**

**April 8, 2026
CA3764**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency GT Independence Services, LLC
Online Filing**

**CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95841**

**Re: Notice Of Violations Of California Labor Code Sections §§ 201,
202, 203, 204, 210, 226(a), 226(a)(8), 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),
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 Michael Kush and DeMarrio Pyatt (“Plaintiffs”) and all other Aggrieved Employees of GT Independence Services, LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by GT Independence Services, LLC in California, including any employees staffed with GT Independence Services, LLC by a third party, and classified as non-exempt employees during the time period of April 8, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiffs and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff Kush was employed by Defendant in California from October of 2024 to May 23, 2025. Plaintiff Pyatt was employed by Defendant in California from October of 2024 to July 25, 2025. Plaintiffs were at all times classified by Defendant as non-exempt employees, 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, provided incomplete and inaccurate wage statements, unlawfully failed to record and pay Plaintiffs 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, and for unreimbursed business expenses.

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Plaintiffs were employed by Defendant as Behavior Specialists/Technicians. They both worked at a residence inside an apartment complex located in Palm Desert California. The apartment where Plaintiffs were assigned housed a family that included Defendant's client, a twenty one year old male on the spectrum who often exhibited erratic and/or violent behavior and who needed two Behavior Technicians at one time. Plaintiffs' job duties included managing the client's behaviors and assisting him with daily activities such as bathing. Plaintiffs were subjected to numerous violations during their employment with Defendant.

For example, during the PAGA period it was not uncommon for Plaintiffs to miss their meal and rest breaks entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. As set forth above, Defendant's twenty one year old client needed two behavioral technicians with him at all times when Plaintiffs were working. As such, coverage was a constant issue. Moreover, the twenty one year old's father discouraged Plaintiffs from taking meal and rest breaks. Not surprisingly, Defendant did not always provide Plaintiffs the meal and rest break premium payments they were entitled to for the above-referenced meal and rest break violations they suffered during their employment with Defendant.

In addition, Plaintiffs 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, from time to time, right at the end of their shift, the father would require Plaintiff Pyatt to stay and help him with his son in order to assist the father de-escalate his son's erratic behavior which sometimes necessitated physical intervention. On these occasions it would not be uncommon for Plaintiff Pyatt to stay and work off the clock for 2 to 4 hours. It should be noted that the father had to sign off on the hours that Plaintiffs worked which meant the father had some undue influence in terms of asking Plaintiffs to work off the clock. In addition, the father would sometimes contact Plaintiffs while off the clock regarding scheduling issues.

Pursuant to Labor Code § 204 & 210, Defendants failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. The violations by Defendants were significant 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, Plaintiffs allege that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiffs and the Aggrieved Employees were not accurate because, for example, they failed to identify

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the correct number of hours worked since Defendant failed to record the time Plaintiffs spent working off the clock, as set forth above. Defendant also violated California Labor Code section 226(a)(8) by failing to include on Plaintiffs' wage statements the name and address of the legal entity that is the employer.

Plaintiffs were also not reimbursed for business related expenses that they incurred as a result of their job duties for Defendants in violation of Cal. Lab. Code Section 2802. During their employment, as set forth above, Plaintiffs were required to use their personal cell phone for work related purposes to respond to communications from the twenty one year old's father. Plaintiffs were not, however, reimbursed the reasonable expenses they incurred using their cell phone for Defendant's benefit.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiffs 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, such as when Plaintiffs' employment with Defendant ended in May and July of 2025, respectively. Defendant also failed to pay the waiting time penalties owed to Plaintiffs 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 Plaintiffs 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 Plaintiffs and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann

EXHIBIT 1

DD06175391

Employee ID	Employee Name	Date	Social Sec. ID	Service Dates
	DeMarrio Pyatt	6/26/2025		6/4/2025 - 6/15/2025

Wage Earnings				Taxes			Deductions		
Code	Rate	Hour/Unit	Amount	Code	Withheld	YTD	Code	Withheld	YTD
320	\$35.00	61.00	\$2135.00	Medicare Tax	\$35.65	\$450.40		\$134.96	\$1214.64
3200	\$52.50	6.17	\$323.94	Social Security Tax	\$152.45	\$1925.85		\$159.50	\$2033.77
SICK	\$0.00	0.00	\$0.00	Federal Income Tax	\$0.00	\$0.00			
Paid Time Off (PTO)				State	Withheld	YTD	Payment		
Code	Remaining			CA			Pay	YTD	
PTO/Sick Time	5.96			Local	Withheld	YTD	Gross	\$2458.94	\$31062.11
				SDI	\$27.05	\$341.68	Net	\$1937.36	\$24772.84