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April 20, 2026

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Apria Healthcare LLC
7353 Company Drive
Indianapolis, IN 46237

Owens and Minor, Inc.
10900 Nuckols Road, Suite 400
Glen Allen, VA 23060

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **Leslie Gutierrez** ("Plaintiff(s)") and all other "covered employees" of the following "Defendant(s)":

APRIA HEALTHCARE LLC

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23

Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Branch Coordinator from about August 2021 to February 2026. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees, including those misclassified as non-exempt, and exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "<u>covered employees</u>" and the "<u>PAGA Period</u>"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

<u>Unpaid Overtime</u>
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;" and "any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;" and "any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. To the extent that these unaccounted-for hours resulted in Plaintiff working more than eight hours a day or forty hours in a week, Plaintiff is owed unpaid overtime as a result.

Specifically, Defendant paid Plaintiff and the covered employees additional payments, including non-discretionary shift differentials that Defendant failed to include in the overtime for the pay periods in which they were earned, resulting in the underpayment of any overtime hours worked. Defendant failed to factor in these night shift differential in the Plaintiff's overtime compensation.

An illustrative example of Plaintiff's last wage statement for 2025 is shown below:

Apria Healthcare LLC 10900 Nuckols Road Suite 400 Glen Allen, VA 23060 +1 (800) 3050263

Leslie Gutierrez [redacted]

Name	Company	Teammate ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Leslie Gutierrez	Apria Healthcare LLC	07068205	06/16/2025	06/29/2025	07/03/2025	

	Hours Worked	Gross Pay	Deductions	Teammate Taxes	Employee Paid Post Tax Deductions	Net Pay
Current	80.73	2,240.19	361.20	382.12	101.96	1,394.91
YTD	1,213.54	30,854.29	5,031.44	5,215.69	1,426.67	19,180.49

Earnings						
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount
DT Regular			0		1.25	55.11
Holiday			0		24	514.48
OT Regular	06/16/2025 - 06/22/2025	5.54	33.06	183.15		
OT Regular	06/23/2025 - 06/29/2025	3.26	33.065	107.79	168.58	5,451.62
OT Shift Diff 10%			0		26.9	919.63
Personal	06/16/2025 - 06/29/2025	8	21.97	175.76	26	569.62
Regular Hourly	06/16/2025 - 06/22/2025	32	21.97	703.04		
Regular Hourly	06/23/2025 - 06/29/2025	32	21.97	703.04	996.41	21,456.60
Shift Diff 10%	06/16/2025 - 06/22/2025	4.05	24.167	97.88		
Shift Diff 10%	06/23/2025 - 06/29/2025	3.88	24.167	93.77	19.58	462.97
Shift Diff 7%			0		0.82	18.58
Sick Pay Prior Year			0		18.17	384.66
Sick Pay	06/16/2025 - 06/29/2025	8	21.97	175.76	15.02	324.38
Vacation Prior Year			0		24	527.28
Vacation			0		8	169.36
Earnings				2,240.19		30,854.29

Teammate Taxes		
Description	Amount	YTD
OASDI	123.44	1,696.67
Medicare	28.87	396.80
Federal Withholding	147.07	2,001.07
State Tax - CA	57.45	773.22
CA SDI - CASDI	25.29	347.93
Teammate Taxes	382.12	5,215.69

Extract from Plaintiff's Wage Statement from the Pay Period 06/16/2025 - 06/29/2025

Here, Plaintiff worked 8.8 Hours of overtime and earned $191.65 of a night shift differential; however, Defendants failed to factor in this additional remuneration into the regular rate of pay. Instead, Defendants unlawfully paid Plaintiff overtime pay at 1.5x Plaintiff's base rate rather than the increased regular rate of pay, which would have factored in the shift differentials and other forms of additional remuneration. To the extent that other covered employees earned overtime pay or other forms of remuneration, each must be factored into the regular rate of pay during the statutory period. Plaintiff alleges, based on information and belief that this was a matter of common policy and practice. Defendants violated the Labor Code accordingly.

Defendant unlawfully paid overtime to Plaintiff and the covered employees at their straight hourly rate. For each overtime hour worked, Defendant should have paid overtime **"*at the rate no less than one and one-half times the regular rate of pay for an employer*"** and required by the plain language of Labor Code section 510(a) and the IWC Wage Orders. Defendant's failure to pay overtime at the regular rate of pay was common to the covered employees. Defendant violated the Labor Code accordingly.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Unpaid Paid Sick Leave</u>

Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the covered employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee … in the same manner as the employer calculates wages for other forms of paid leave time." Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees "with written notice of the amount of paid sick leave available … for use on either the employee's itemized wage statement … or in a separate writing provided on the designated pay date with the employee's payment of wages."

Defendants failed to comply with California's paid sick leave laws with respect to the covered employees. Defendants failed to pay all owed paid sick leave at the lawful statutory rate.

An illustrative example is shown below:

Apria Healthcare LLC 10900 Nuckols Road Suite 400 Glen Allen, VA 23060 +1 (800) 3050263

Leslie Gutierrez [redacted]

Name	Company	Teammate ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Leslie Gutierrez	Apria Healthcare LLC	07068205	09/22/2025	10/05/2025	10/10/2025	

	Hours Worked	Gross Pay	Deductions	Teammate Taxes	Employee Paid Post Tax Deductions	Net Pay
Current	74.46	2,079.06	353.15	339.40	101.96	1,284.55
YTD	1,778.89	45,938.13	7,529.99	7,732.11	2,140.39	28,535.64

Earnings						
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount
DT Regular			0		1.25	55.11
Holiday			0		40	866.00
OT Holiday			0		4.82	159.42
OT Regular	09/22/2025 - 09/28/2025	4.18	33.08	138.27		
OT Regular	09/29/2025 - 10/05/2025	3.2	32.955	105.45	242.47	7,887.53
OT Shift Diff 10%			0		28.58	978.89
Personal	09/22/2025 - 10/05/2025	0.02	21.97	0.44	34.02	745.82
Regular Hourly	09/22/2025 - 09/28/2025	31.97	21.97	702.38		
Regular Hourly	09/29/2025 - 10/05/2025	30.53	21.97	670.74	1473.61	31,940.68
Shift Diff 10%	09/22/2025 - 09/28/2025	4.58	24.167	110.69	27.34	650.52
Shift Diff 7%			0		0.82	18.58
Sick Pay Prior Year			0		18.17	384.66
Sick Pay	09/22/2025 - 10/05/2025	15.98	21.97	351.09	55	1,202.75
Vacation Prior Year			0		34.48	757.53
Vacation			0		13.52	290.64
Earnings				2,079.06		45,938.13

Teammate Taxes		
Description	Amount	YTD
OASDI	113.45	2,523.72
Medicare	26.53	590.22
Federal Withholding	128.71	2,962.49
State Tax - CA	47.35	1,137.90
CA SDI - CASDI	23.36	517.78
Teammate Taxes	339.40	7,732.11

Extract from Plaintiff's Wage Statement from the Pay Period 09/22/2025 - 10/05/2025

Here, Plaintiff earned a shift differential of $110.69 in the same pay period that Plaintiff used 15.98 hours of paid sick leave. Defendants should have paid the paid sick leave at Plaintiff's regular rate of pay, inclusive of the $110.69 shift differential. However, Defendants neglected the bonus and instead paid all sick leave at Plaintiff's base rate resulting in unpaid paid sick leave.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or

204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

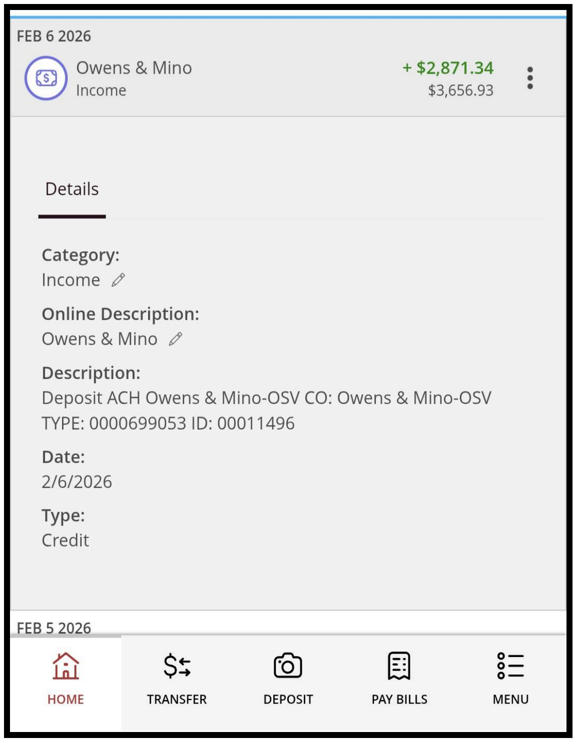
<u>Untimely Payment of Wages Upon Separation of Employment</u>
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

<u>Labor Code section 201</u> requires that if an employer fires an employee, the wages must be paid immediately. <u>Labor Code section 202</u> requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. <u>Labor Code section 202</u> states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. <u>Labor Code section 203</u> requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

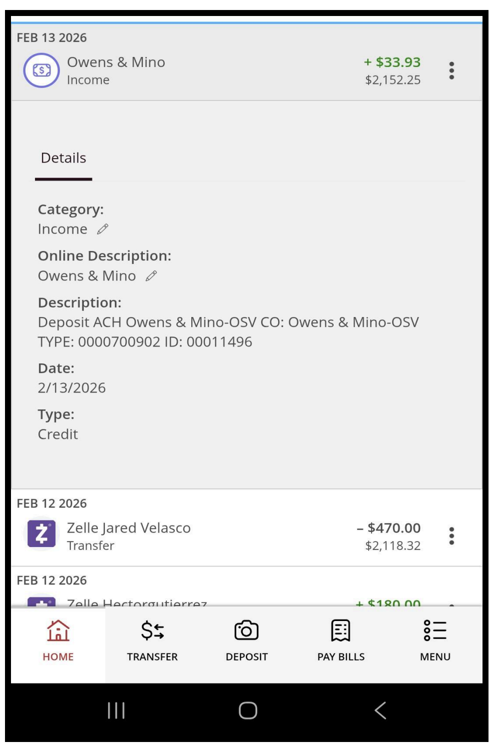
Here, Plaintiff was terminated on February 3, 2026. However, Plaintiff was not paid upon termination. Instead, Defendants did not pay Plaintiff her final wages until February 6, 2026.

This payment is evident from Plaintiff's bank statement below:



Extract from Plaintiff's bank statement dated 02/6/26

Additionally, Plaintiff's accrued vacation and sick days were not paid until February 13, 2026 as shown below:



Extract from Plaintiff's bank statement for accrued vacation and sick days dated 02/13/26

These records demonstrate a pattern and practice of Defendants failure to pay all owed wages upon separation of employment under the Labor Code.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Additionally, Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time Plaintiff and other covered employees worked due to Defendants' policy and practice of requiring off-the-clock work.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the covered employees by failing to reimburse the covered employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

Defendants required Plaintiff and the covered employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the covered employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. Specifically, Plaintiff and the covered employees were required to complete work from home without reimbursement for home internet costs. As a matter of policy and practice, Defendants failed to provide full reimbursement for these expenses incurred in connection with their job duties.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unlawful Employment Condition
Violation of Labor Code § 432.5

Defendants violated Labor Code section 432.5 with respect to Plaintiff and other covered employees by requiring that they agree to an unlawful term or condition in writing during their employment.

Labor Code section 432.5 states that "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

Non-competition agreements are illegal under California law. Business and Professions Code 16600 provides that "every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." Defendants required that Plaintiff and the covered employees sign non-competition agreements restricting their ability to accept certain work on behalf of themselves or other employers. As such, Defendants violated California Labor Code section 432.5 by requiring that Plaintiff and the covered employees sign non-competition agreements prohibited by California law. Specifically, as part of Plaintiff's onboarding paperwork, she was required to sign a non-solicitation agreement.

> If applicable to your position, this offer of employment is also contingent upon your signing Apria Healthcare's Non-Competition and Non-Solicitation Agreement. Your acceptance of this offer confirms that you have disclosed to Apria Healthcare any and all confidentiality, non-competition and non-solicitation agreements with your current and any former employers which may restrict your activities at Apria Healthcare and which are enforceable and by their terms remain in effect.

Extract from Plaintiff's Offer Letter Dated 07/12/2021

Non-solicitation agreements are illegal under California law. Business and Professions Code 16600 provides that "every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." Defendants required that Plaintiff and the covered employees sign non-solicitation agreements restricting their ability to receive business from Defendants' customers. As such, Defendants violated California Labor Code section 432.5 by requiring that Plaintiff and the covered employees sign non-solicitation agreements prohibited by California law. Specifically, as part of Plaintiff's onboarding paperwork, she was required to sign a non-solicitation agreement.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold <u>must be suspended immediately</u>.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Elyssa Martinez

Elyssa Martinez, Esq.

BM

Cc Plaintiff Leslie Gutierrez
April Alcorn | HR Representative | April.Alcorn@owens-minor.com