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September 23, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Alireza Mehr v. Neogenomics Laboratories, Inc.*

Dear PAGA Administrator:

This office represents Alireza Mehr in connection with his claims under the California Labor Code. Mr. Mehr was an employee of NEOGENOMICS LABORATORIES, INC. ("NEOGENOMICS").

The employer may be contacted directly at the address below:

NEOGENOMICS LABORATORIES, INC.
9490 NEOGENOMICS WAY
FORT MYERS, FL 33912

Mr. Mehr intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Mehr seeks relief on behalf of himself, the State of California, and other persons who are or were employed by NEOGENOMICS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

NEOGENOMICS employed Mr. Mehr as an hourly paid, non-exempt employee from approximately May 2024 to June 2025. Mr. Mehr worked as a Project Data Administrator I for NEOGENOMICS based out of its facility located at 31 Columbia Avenue, Aliso Viejo, California. During his employment, Mr. Mehr typically worked eight (8) hours or more per day, and five (5) days or more per week. By the end of his employment, Mr. Mehr was compensated approximately $26.52 per hour. His job duties included, without limitation, preparing for and attending meetings, transcribing results and demographics data from hardcopy to digital, and performing data quality control activities.

NEOGENOMICS committed each of the following Labor Code violations against Mr. Mehr, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1): [1]

NEOGENOMICS's Company-Wide and Uniform Payroll and HR Practices

NEOGENOMICS LABORATORIES, INC. is a cancer diagnostics company specializing in genetics testing and information services and operates a network of laboratories for full-service sample processing and analysis services throughout the United States, with at least three (3) facilities in California. Upon information and belief, NEOGENOMICS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fort Myers, Florida, for all non-exempt, hourly paid employees working for NEOGENOMICS in California, including Mr. Mehr and other aggrieved employees. At all relevant times, NEOGENOMICS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Mehr and other aggrieved employees, regardless of their location or position.

Upon information and belief, NEOGENOMICS maintains a centralized Payroll department at its corporate headquarters in Fort Myers, Florida, which processes payroll for all non-exempt, hourly paid employees working for NEOGENOMICS in California, including Mr. Mehr and other aggrieved employees. Further, NEOGENOMICS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Mehr and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, NEOGENOMICS utilized the same methods and formulas when calculating wages due to Mr. Mehr and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

NEOGENOMICS willfully failed to pay all overtime wages owed to Mr. Mehr and other aggrieved employees. During the relevant time period, Mr. Mehr and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of

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[1] These facts, theories, and claims are based on Mr. Mehr's experience and counsel's review of those records currently available relating to Mr. Mehr's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Mehr reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, NEOGENOMICS had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Mehr and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. This policy of limiting overtime led Mr. Mehr and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, Mr. Mehr and other aggrieved employees were required to respond to phone communications from management and complete work assignments after their shifts. For instance, Mr. Mehr was required to answer work-related phone calls and text messages from his project manager and coworkers to discuss urgent requests tied to his projects and deliverables and complete these work assignments by the end of the day, while off-the-clock. These off-the-clock communications and assignments could take five (5) minutes and up to three (3) hours per instance. Thus, NEOGENOMICS failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Mehr and other aggrieved employees received no compensation for this time.

Second, NEOGENOMICS had, and continues to have, company-wide policies and/or practices of assigning heavy workloads and pressuring employees to meet time-sensitive client deadlines, including rush projects and same-day assignments. NEOGENOMICS also had a practice of scheduling mandatory meetings for employees, including continuous back-to-back meetings throughout the course of a work day and/or sudden ad-hoc, unscheduled meetings, without building in sufficient time to allow for 30-minute meal periods. NEOGENOMICS's practices prevented Mr. Mehr and other aggrieved employees from taking all uninterrupted 30-minute meal periods, and forced them to work off-the-clock during their meal periods to complete their assignments. NEOGENOMICS also had a practice of failing to schedule meal periods, which further caused Mr. Mehr and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Mehr's meal periods were sometimes interrupted and/or cut short by NEOGENOMICS's managers demanding he attend mandatory ad-hoc, unscheduled meetings during his meal periods. NEOGENOMICS did not compensate Mr. Mehr and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, NEOGENOMICS's company-wide timekeeping system prevented Mr. Mehr and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Mehr and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, NEOGENOMICS did not record all hours worked during meal periods, and Mr. Mehr and other aggrieved employees performed work during meal periods for which they were not paid.

NEOGENOMICS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Mehr and other aggrieved employees were performing their assigned duties off-the-clock after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Mehr and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Mehr and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

NEOGENOMICS's failure to pay Mr. Mehr and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

First, as set forth above, as a result of NEOGENOMICS's policy of limiting the amount of overtime employees could accrue, NEOGENOMICS required Mr. Mehr and other aggrieved employees to perform work off-the-clock after their scheduled shifts, such as responding to phone communications from NEOGENOMICS's management and completing work assignments after their shifts, but they were not permitted to remain clocked in and/or record this time spent working outside of scheduled shifts.

Second, as stated above, due to NEOGENOMICS's policies and/or practices of assigning heavy workloads, pressuring employees to meet time-sensitive client deadlines, scheduling mandatory meetings for employees without building in sufficient time to allow for 30-minute meal periods, and failing to schedule meal periods, Mr. Mehr and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Moreover, as stated, NEOGENOMICS's company-wide timekeeping system prevented Mr. Mehr and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Mehr and other aggrieved employees for a full 30 minutes. Thus, NEOGENOMICS systematically failed to pay Mr. Mehr and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

NEOGENOMICS did not pay at least minimum wages for all hours worked by Mr. Mehr and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NEOGENOMICS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, NEOGENOMICS regularly failed to pay at least minimum wages to Mr. Mehr and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor

Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as set forth above, NEOGENOMICS had, and continues to have, company-wide policies and/or practices of assigning heavy workloads and pressuring employees to meet time-sensitive client deadlines, including rush projects and same-day assignments. As stated, NEOGENOMICS also had a practice of scheduling mandatory meetings for employees, including continuous back-to-back meetings throughout the course of a work day and/or sudden ad-hoc, unscheduled meetings, without building in sufficient time to allow for 30-minute meal periods, which prevented Mr. Mehr and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as also stated, NEOGENOMICS had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Mehr and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, about one (1) to two (2) times per week, Mr. Mehr had to forgo his meal periods and often cut his meal periods short in order to keep up with the heavy workload, including meeting various time-sensitive client deadlines for deliverables, completing rush projects, and attending mandatory meetings. Similarly, about five (5) to seven (7) times during his employment, Mr. Mehr took his meal periods late, after having worked in excess of five (5) hours into his shift for the same reasons. Thus, Mr. Mehr and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, as also stated, NEOGENOMICS's company-wide timekeeping system prevented Mr. Mehr and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Mehr and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Third, Mr. Mehr and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr.

Mehr sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Mehr and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, NEOGENOMICS knew or should have known that, as a result of these policies, Mr. Mehr and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. NEOGENOMICS further knew or should have known that NEOGENOMICS did not pay Mr. Mehr and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, NEOGENOMICS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Mehr and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that NEOGENOMICS did pay Mr. Mehr and other aggrieved employees premium pay for missed, late, and interrupted meal periods, NEOGENOMICS did not pay Mr. Mehr and other aggrieved employees at the correct rate of pay for premiums because NEOGENOMICS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. For example, NEOGENOMICS paid Mr. Mehr and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Mr. Mehr's and other aggrieved employees' wage statements as "Performance Bonus." During pay periods that Mr. Mehr and other aggrieved employees were paid premium pay for missed, late, and interrupted meal periods, NEOGENOMICS did not incorporate the incentive pay and/or nondiscretionary bonuses into Mr. Mehr's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay meal premiums. Specifically, NEOGENOMICS paid Mr. Mehr and other aggrieved employees meal period premiums at their straight hourly rate of pay instead of at their regular rate of pay. As a result, NEOGENOMICS failed to provide Mr. Mehr and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

Accordingly, NEOGENOMICS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

During the relevant time period, NEOGENOMICS regularly failed to authorize and permit Mr. Mehr and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NEOGENOMICS's company-wide policies and/or practices, including assigning heavy workloads, pressuring employees to meet time-sensitive client deadlines, and scheduling mandatory meetings for employees without building in sufficient time to allow for 10-minute rest periods, prevented Mr. Mehr and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. NEOGENOMICS also failed to schedule rest periods, which further led to Mr. Mehr and other aggrieved employees not being authorized and permitted to take rest periods.

As a result of NEOGENOMICS's practices and policies, Mr. Mehr and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Mehr often had to forgo at least one (1) of his rest periods per day due to the heavy workload and lack of rest period coverage. Additionally, when Mr. Mehr was able to take a rest period, his rest periods were interrupted or cut short by NEOGENOMICS's managers asking him questions or discussing the status of rush projects or new assignments, by phone call or over the Microsoft Teams application.

NEOGENOMICS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Mehr and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that NEOGENOMICS did pay Mr. Mehr and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, NEOGENOMICS did not pay Mr. Mehr and other aggrieved employees at the correct rate of pay for premiums because NEOGENOMICS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, NEOGENOMICS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. NEOGENOMICS has not provided Mr. Mehr and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, NEOGENOMICS has knowingly and intentionally provided Mr. Mehr and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NEOGENOMICS issued uniform wage statements to Mr. Mehr and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, NEOGENOMICS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because NEOGENOMICS did not accurately record the time Mr. Mehr and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), NEOGENOMICS did not list the correct amount of gross wages and net wages earned by Mr. Mehr and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, NEOGENOMICS failed to accurately list the total number of hours worked by Mr. Mehr and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because NEOGENOMICS did not calculate Mr. Mehr's and other aggrieved employees' regular rate of pay correctly for purposes of paying meal and rest period premiums and/or paid sick leave, NEOGENOMICS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, NEOGENOMICS failed to list the correct amount of net wages in violation of section 226(a)(5). NEOGENOMICS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for meal and rest period premiums and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, 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 . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), NEOGENOMICS willfully failed to maintain accurate payroll records for Mr. Mehr and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, NEOGENOMICS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Mehr and other aggrieved employees, in violation of section 1198. Also, in light of NEOGENOMICS's failure to provide Mr. Mehr and other aggrieved employees with second 30-minute meal periods to which they were entitled, NEOGENOMICS kept no records of meal start and end times for second meal periods.

Because NEOGENOMICS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Mehr and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Mehr and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, NEOGENOMICS failed to pay Mr. Mehr and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay within any time period specified by California Labor Code section 204.

Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, on information and belief, NEOGENOMICS had a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, NEOGENOMICS terminated Mr. Mehr on June 11, 2025. However, NEOGENOMICS did not provide him with his final pay, until June 13, 2025, at the earliest. Thus, NEOGENOMICS failed to pay Mr. Mehr his final wages immediately, in violation of Labor Code section 201.

NEOGENOMICS willfully failed to pay Mr. Mehr and other aggrieved employees who are no longer employed by NEOGENOMICS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving NEOGENOMICS's employ.

Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated 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 of employment."

During the relevant time period, on information and belief, NEOGENOMICS did not pay Mr. Mehr and other aggrieved employees the correct sick leave rates of pay. NEOGENOMICS failed to correctly use either method of calculation under Labor Code section 246(l) to determine Mr. Mehr's and other aggrieved employees' sick leave rates of pay. As stated, in addition to an hourly wage, NEOGENOMICS paid Mr. Mehr and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, NEOGENOMICS failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Mr. Mehr and other aggrieved employees took sick leave and received these other forms of pay, NEOGENOMICS failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, NEOGENOMICS paid Mr. Mehr and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

NEOGENOMICS's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Mr. Mehr and other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with Labor Code section 246, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, NEOGENOMICS, on a company-wide basis, required that Mr. Mehr and other aggrieved employees use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Mehr and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or messages from management regarding assignments and requests to complete certain tasks. As a further example, Mr. Mehr was required to download the Microsoft Teams and Outlook applications onto his personal cellular phone to communicate with management and coworkers regarding work-related issues. Furthermore, NEOGENOMICS required Mr. Mehr and other aggrieved employees who worked from home to utilize their personal home internet to perform their job duties, but failed to reimburse Mr. Mehr and other aggrieved employees for such usage. Although NEOGENOMICS required Mr. Mehr and other aggrieved employees to utilize their personal mobile devices, mobile data, and/or home internet to carry out their work-related responsibilities, NEOGENOMICS failed to reimburse them for these costs.

NEOGENOMICS could have provided Mr. Mehr and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices. Or, NEOGENOMICS could have reimbursed employees for the costs of their mobile device usage and internet costs. Instead, NEOGENOMICS passed these operating costs onto Mr. Mehr and other aggrieved employees. At all relevant times, Mr. Mehr did not earn at least two (2) times the minimum wage.

Thus, NEOGENOMICS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Mehr and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEOGENOMICS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." NEOGENOMICS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Mehr's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Mehr seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Mehr, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against NEOGENOMICS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Mehr seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

Alexander Lima

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