



September 17, 2025

Submitted Via Online Filing to the LWDA

Sent Via U.S. Mail and Certified Mail

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

*Please See Attached Service List
for all Entities and Individuals*

**Re: PAGA Civil Penalty Claim
*Christopher Robinett, et al. v. Interlang, LLC, et al.***

To the Labor and Workforce Development Agency, Interlang LLC dba Montgomery DME, James Lynch, Hospice Solutions, Inc. dba Elite Healthcare Partners, and Thomas Fisher:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as the notification of the PAGA civil penalty claim of aggrieved employees Christopher Robinett, Robert Vazquez, and Christian Deans (“Claimants”), on behalf of the State of California and all Aggrieved Employees, against their former employer(s), Interlang LLC dba Montgomery DME, James Lynch, Hospice Solutions, Inc. dba Elite Healthcare Partners, and Thomas Fisher, and/or any affiliated entities, (collectively, the “Company”), for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 among possibly other sections inadvertently omitted, and/or sections of the applicable IWC Wage Order(s).

FACTUAL BACKGROUND

Claimant Christopher Robinett was employed by Defendants from approximately January 6, 2022 through February 2025. Claimant Robert Vazquez was employed by Defendants from approximately 2014 through 2022. Claimant Christian Deans was employed by Defendants from approximately November 2019 to May 2023. Claimants allege that, at all relevant times, they and all other non-exempt employees employed by the Company in California (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations that Claimants were subjected to during their employment.

For instance, at all relevant times, Claimants and the Aggrieved Employees were not provided with proper minimum and overtime wages due to the Company’s failure to accurately record and compensate for all hours worked. Plaintiffs and the Class Members worked as delivery drivers and were responsible for delivering and installing medical equipment to Defendant’s hospice clients in their homes across Southern California but were often forced to work off-the-clock to fulfill all the orders without incurring any overtime liability for the company. Often, Class Members were forced to clock out for lunch but continued driving to their next job or complete other job duties in order to keep up with the heavy workload and tight time schedules. Defendants also egregiously changed clock times on occasions where the employees would miss

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

meal periods in order to avoid paying meal premiums which resulted in more unpaid time. One Plaintiff reports that the hours he logged in were frequently shorted. Moreover, Class Members were expected to work “on call” hours and while they would sometimes receive “on call” pay of two hours, often they would be up half the night answering phone calls and fulfilling orders as dispatchers. Even when not “on-call,” the phones always had to be answered even when off-the-clock and at home leading to additional unpaid time. Also, Defendant failed to pay an overtime premium for “on-call” hours and instead paid all “on-call” hours at the base rate regardless of whether Class Members worked over 8 hours on the same day. Additionally, on many occasions, a driver would complete deliveries/orders and clock out but then later be sent back out to additional jobs. As a result, drivers would often work over 8 hours in a day, but Defendant would essentially treat the split shifts as separate to avoid paying overtime premiums on those days. As a result, the Company failed to pay Claimant and the Aggrieved Employees for all hours worked, including minimum and overtime wages for all hours worked in excess of 8 and/or 12 per day and/or 40 per week.

Claimants were also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company. As a result of the Company’s policies and practices, as well as the hectic and demanding workload, Claimants were subjected to meal period violations when they were: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of the Company (such as while driving), (3) forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of work, and (5) not provided a mandated second meal period for shifts in excess of 10 hours. For example, as a result of the highly compacted appointments and route schedules, stopping to take meal and rest breaks was often not an option or had to be done well after the 5th hour. Thus, the best that a driver could do was bring a meal and eat while driving to an appointment or perhaps stop at a drive-through for fast food while continuing to the next appointment. Additionally, due to the Defendant’s practice of changing the time clocks with respect to non-compliant meal periods, there are also violations that are not accounted for in the time records.

The Company also failed to provide Claimants with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimants’ rest breaks, and Claimants were often not authorized and/or permitted to take mandated rest breaks due to the lack of adequate staffing and coverage and being overwhelmed by the hectic workload. Furthermore, on occasions when Claimants worked in excess of 10 hours in a shift, the Company failed to authorize and/or permit a third mandated rest break.

Also, the Company required Claimants and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, acquiring and maintaining a smart phone and related monthly data plan to communicate with the Company via phone and text message. Moreover, Claimants and Aggrieved Employees were forced to utilize their personal vehicles without reimbursement.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, overtime, and vacation wages. Finally, during their employment with the Company, Claimants received inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

Claimants allege that they worked under the joint direction and control of Interlang, LLC dba Montgomery DME (“Mongomery DME”), and its Owner/Managing Member/Officer James Lynch (“Lynch”), Hospice Solutions, Inc. dba Elite Healthcare Partners (“EHP”), and its Owner/Managing Member/Officer Thomas Fisher (“Fisher”), and are informed and believe that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that Montgomery DME, Lynch, EHB and Fisher, acted as a single employer of Claimants and the Aggrieved Employees. Furthermore, on information and belief, Montgomery DME, Lynch, EHB and Fisher are an integrated enterprise and should be treated as a single employer because Montgomery DME, Lynch, EHB and Fisher share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief Montgomery DME, Lynch, EHB and Fisher share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimants allege that that Lynch and Fisher are now and at all relevant times were the owners of Montgomery DME and EHP respectively, and were Claimants’ and the Aggrieved Employees’ actual employer or, in the alternative, were individuals employed by the Company as managerial and/or supervisory employees and/or agents. In addition, Claimants allege that at all relevant times the Lynch and Fisher had the authority, in the interest of Montgomery DME and EHP to exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Claimants and the Aggrieved Employees, and were in Claimants’ chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimants’ complaint herein. Claimants also alleges that Montgomery DME, Lynch, EHB and Fisher are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, Montgomery DME, Lynch, EHB and Fisher were acting in active concert with on another such that the acts of each were fully attributable to the other in all material respects.

Claimants also alleges Montgomery DME, Lynch, EHB and Fisher were merely the alter-ego of the others in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and each exercised undue dominance, control, influence, and management over the others. Claimants further allege that, at all relevant times, Montgomery DME and EHP have been inadequately capitalized to conduct business, have failed to follow appropriate corporate formalities, and have simply been a shell and instrumentality through which Lynch and Fisher have conducted their personal affairs. Adherence to the fiction of the separate existence of Montgomery DME and EHP would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice. Accordingly, the corporate veil should be pierced, and any liability attached to Montgomery DME and EHP should be imposed jointly and severally against Lynch and Fisher.

Finally, in an additional separate, but not necessarily mutually exclusive, alternative theory of liability, the Lynch and Fisher are liable for PAGA civil penalties under Labor Code § 558 as “other person(s)” who caused the violations regarding minimum wage among other claims. See *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 (“if there is evidence and a finding that a party other than the employer ‘violates, or causes to be violated’ the overtime laws (§ 558(a)) or ‘pays or causes to be paid to any

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (same)

As a result of these violations, and others described below, Claimants allege that they and other Aggrieved Employees were denied specific rights to which they are/were entitled under California law and the rules promulgated by the IWC Wage Orders, including the following:

**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 210, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimants and the Aggrieved Employees due to the Company's failure to accurately record and compensate for all hours worked, the failure to compensate for all time worked, and the failure to pay overtime and/or properly calculate the regular rate of pay for Claimants and other Aggrieved Employees. This resulted in earned, but unpaid, wages due and owing to Claimants and the Aggrieved Employees. Therefore, Claimants and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, overtime, and/or doubletime wages.

Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ..." Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes."

Section 12 of applicable IWC Wage Order states in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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."

Here, Claimants and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimants and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states “An employer shall 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.” IWC Wage Order § 9(b) states “[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.”

Here, the Company required Claimants and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. For example, the Company required Claimants and the Aggrieved Employees to acquire and maintain a smart phone and related monthly data plan to communicate with the Company via phone and text message and use their personal vehicles without reimbursement. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802.

**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 210, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

As a result of the Company’s failure to pay Claimants and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimants and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.” Labor Code § 203(a) states “If an employer willfully fails to pay, without

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code § 203.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all times pertinent hereto, the Company failed to provide accurate itemized wage statements to Claimants and all Aggrieved Employees due to violations including: failure to accurately state total hours worked (the wage statements failed to accurately reflect total compensable hours due to the illegal auto-deduct practice and changing time records); failure to accurately state gross wages earned; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state the applicable hourly rates; and failure to accurately state the corresponding number of hours worked at each hourly rate. Accordingly, Claimants are entitled to damages under Labor Code § 226(e), including reasonable attorneys’ fees. Labor Code §§ 226.3 and 2699 also impose a civil penalty and/or assessment for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199

(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company’s violations described herein, the Company is subject to civil penalties in accordance with Labor Code § 2699.

ATTORNEYS’ FEES, INTEREST, AND PENALTIES

(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

attorneys' fees, and costs of suit. Additionally, Claimants seek the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimants are entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees. Additionally, Claimants seeks attorney's fees pursuant to C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for civil penalties related to the foregoing claims and remedies. If Claimants becomes aware of any additional claims for Labor Code violations related to their employment and/or other employees of the Company, they reserves the right to add new claims by supplementing this notice letter. Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very Truly Yours,



By: Misty M. Lauby, Esq.

E-mail: misty@lmlfirm.com

www.LMLfirm.com

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

Service List

Interlang LLC
dba Montgomery DME
14109 Pontlavoy Avenue
Santa Fe Springs, CA 90670

Bradley Richard Phillips
625 Liberty Avenue, #2300
Pittsburg, PA 15222

John Carl Glover
625 Liberty Avenue, #2300
Pittsburg, PA 15222

Robert David Erwin
625 Liberty Avenue, #2300
Pittsburg, PA 15222

James Lynch
120 S. Hacienda Ave.
Glendora, CA 91741

Hospice Solutions, Inc.
dba Elite Healthcare Partners
28360 Old Town Front Street, #1992
Temecula, CA 92590

Thomas Fisher
28360 Old Town Front Street, #1992
Temecula, CA 92590

Tiffany Fisher
28360 Old Town Front Street, #1992
Temecula, CA 92590

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505