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Clerk of the Superior Court
By P. Neal ,Deputy Clerk

Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROGESTER HARRISON and GABRIELLE B.
YARBROUGH, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SNAPMEDTECH, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2023-00053835-CU-OE-CTL

FIRST AMENDED COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code §
2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 218, 221, 226(a),
226.7, 227.3, 246, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 2100, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B),
California Code of Regulations, Title 8,
Section 11070(14) (Failure to Provide
Seating), and the applicable Wage Order(s);
2. Failure to Provide Reasonable
Accommodation In Violation Of Cal. Gov.
Code. § 1294(m);
3. Wrongful Termination In Violation of
Public Policy 1102.5 And Whistle Blower
Retaliation; and
4. Hostile Work Environment and Whistle
Blower Retaliation In Violation of Public
Policy § 1102.5.

DEMAND FOR A JURY TRIAL

1 **AEGIS LAW FIRM, PC**
2 Samuel A. Wong, State Bar No. 217104
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5 9811 Irvine Center Drive, Suite 100
6 Irvine, California 92618
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1 Rogester Harrison and Gabrielle B. Yarbrough, (collectively "PLAINTIFFS"), on
2 behalf of the people of the State of California and as "aggrieved employees" acting as a
3 private attorney general under the Labor Code Private Attorney General Act of 2004, §
4 2699, ("PAGA") only, allege on information and belief, except for their own acts and
5 knowledge which are based on personal knowledge, the following:

6
7 **INTRODUCTION**

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

15 2. California has enacted the PAGA which permits PLAINTIFFS to bring the First
16 Cause of Action for PAGA penalties *only*, which is the precise and sole nature of the First
17 Cause of Action.

18 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for
19 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
20 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
21 First Cause of Action should be construed as attempting to obtain any relief that would not be
22 available in a PAGA-only action.

23 4. With exception of the Second, Third and Fourth Causes of Action, PLAINTIFFS
24 are not suing in their individual capacity; they are proceeding herein solely under the PAGA,
25 on behalf of the State of California for all aggrieved employees. Nothing in the First Cause of
26 Action should be construed as PLAINTIFFS suing in their individual capacity.

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THE PARTIES

5. Snapmedtech, Inc., (“DEFENDANT”) is a professional corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. DEFENDANT provides healthcare services in California.

7. Plaintiff Rogester Harrison ("Plaintiff Harrison") was employed by DEFENDANT in California from November of 2021 to June 17, 2022. Plaintiff Gabrielle B. Yarbrough was employed by DEFENDANT during the relevant time period. Plaintiffs were at all times classified by DEFENDANT as non-exempt employees, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

8. PLAINTIFFS, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by DEFENDANT SnapMedTech, Inc., in California, and classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) at any time during the time period of October 24, 2022 to July 1, 2025 (the "PAGA PERIOD").

9. PLAINTIFFS, on behalf of all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring the representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s violation of California LaSbor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are

1 presently unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious
2 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
3 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
4 they are ascertained. PLAINTIFFS are informed and believe, and based upon that
5 information and belief allege, that the Defendants named in this Complaint, including DOES
6 1 through 50, inclusive, are responsible in some manner for one or more of the events and
7 happenings that proximately caused the injuries and damages hereinafter alleged.

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

16 17 **THE CONDUCT**

18 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
19 was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time
20 worked, meaning the time during which an employee is subject to the control of an
21 employer, including all the time the employee is suffered or permitted to work.
22 DEFENDANT requires PLAINTIFFS and the AGGRIEVED EMPLOYEES to work
23 without paying them for all the time they are under DEFENDANT's control. Among other
24 things, DEFENDANT requires PLAINTIFFS to work while clocked out during what is
25 supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time
26 interrupted by work assignments while clocked out for what should have been
27 PLAINTIFFS' off-duty meal break. DEFENDANT, as a matter of established company
28 policy and procedure, administers a uniform practice of rounding the actual time worked and

1 recorded by PLAINTIFFS and the AGGRIEVED EMPLOYEES, always to the benefit of
2 DEFENDANT, so that during the course of their employment, PLAINTIFFS and the
3 AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been
4 paid for actual recorded time rather than “rounded” time. Additionally, DEFENDANT
5 engages in the practice of requiring PLAINTIFFS and the AGGRIEVED EMPLOYEES to
6 perform work off the clock in that DEFENDANT, as a condition of employment, required
7 these employees to submit to mandatory temperature checks and symptom questionnaires for
8 COVID-19 screening prior to clocking into DEFENDANT’s timekeeping system for the
9 workday. As a result, PLAINTIFFS and the AGGRIEVED EMPLOYEES forfeit minimum
10 wage, overtime wage compensation, and off-duty meal breaks by working without their time
11 being correctly recorded and without compensation at the applicable rates. DEFENDANT’s
12 policy and practice not to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all
13 time worked, is evidenced by DEFENDANT’s business records.

14 13. State law provides that employees must be paid overtime and meal and rest
15 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFFS and the
16 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
17 tied to specific elements of an employee’s performance.

18 14. The second component of PLAINTIFFS’ and the AGGRIEVED
19 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
20 paid PLAINTIFFS and the AGGRIEVED EMPLOYEES incentive wages based on their
21 performance for DEFENDANT. The non-discretionary incentive program provided all
22 employees paid on an hourly basis with incentive compensation when the employees met the
23 various performance goals set by DEFENDANT. However, when calculating the regular
24 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and
25 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
26 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
27 overtime pay and meal and rest break premium pay. Management and supervisors described
28 the incentive program to potential and new employees as part of the compensation package.

1 As a matter of law, the incentive compensation received by PLAINTIFFS and the
2 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
3 do so has resulted in a underpayment of overtime compensation and meal and rest break
4 premiums to PLAINTIFFS and the AGGRIEVED EMPLOYEES by DEFENDANT.

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

17 16. During the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED
18 EMPLOYEES were also required from time to time to work in excess of four (4) hours
19 without being provided ten (10) minute rest periods. Further, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
21 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
22 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
23 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFFS and the AGGRIEVED EMPLOYEES were
25 also not provided with one hour wages in lieu thereof. Additionally, the applicable
26 California Wage Order requires employers to provide employees with off-duty rest periods,
27 which the California Supreme Court defined as time during which an employee is relieved
28 from all work related duties and free from employer control. In so doing, the Court held that

1 the requirement under California law that employers authorize and permit all employees to
2 take rest period means that employers must relieve employees of all duties and relinquish
3 control over how employees spend their time which includes control over the locations
4 where employees may take their rest period. Employers cannot impose controls that prohibit
5 an employee from taking a brief walk - five minutes out, five minutes back. Here,
6 DEFENDANT's policy restricted PLAINTIFFS and the AGGRIEVED EMPLOYEES from
7 unconstrained walks and is unlawful based on DEFENDANT's rule which states
8 PLAINTIFFS and the AGGRIEVED EMPLOYEES cannot leave the work premises during
9 their rest period.

10 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
11 pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for
14 all time worked, meaning the time during which an employee was subject to the control of
15 an employer, including all the time the employee was permitted or suffered to permit this
16 work. DEFENDANT required these employees to work off the clock without paying them
17 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
18 should have known that PLAINTIFFS and the AGGRIEVED EMPLOYEES were under
19 compensated for all time worked. As a result, PLAINTIFFS and the AGGRIEVED
20 EMPLOYEES forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage
22 rates. To the extent that the time worked off the clock does not qualify for overtime
23 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
24 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

25 18. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

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

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

20 in [I]n addition to, and entirely independent and apart from, any other penalty provided
21 this article, every person who fails to pay the wages of each employee as provided in
22 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
23 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
24 each subsequent violation, or any willful or intentional violation, two hundred dollars
25 (\$200) for each failure to pay each employee, plus 25 percent of the amount
26 unlawfully withheld.

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

1 21. DEFENDANT underpaid sick pay wages to PLAINTIFFS and the
2 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
4 employees earn non-discretionary remuneration, including, but not limited to, incentives,
5 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
6 DEFENDANT underpays sick pay to PLAINTIFFS and the AGGRIEVED EMPLOYEES at
7 their base rates of pay.

8 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
9 employees be calculated by dividing the employee's total wages, not including overtime
10 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
11 days of employment.

12 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
13 at the regular rate of pay. PLAINTIFFS and the AGGRIEVED EMPLOYEES routinely
14 earned non-discretionary incentive wages which increased their regular rate of pay.
15 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and
16 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
17 required under Cal. Lab. Code Section 246.

18 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS
19 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
20 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS is informed and
21 believes and based thereon alleges that such failure to pay sick pay at regular rate was
22 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
23 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

24 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
25 to collect or receive from an employee any part of wages theretofore paid by said employer
26 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFFS and
27 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
28 PLAINTIFFS and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the

1 deductions from compensation payable to PLAINTIFFS and the AGGRIEVED
2 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
3 pay period and upon termination.

4 26. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
5 PLAINTIFFS and the AGGRIEVED EMPLOYEES for required business expenses incurred
6 by the PLAINTIFFS and the AGGRIEVED EMPLOYEES in direct consequence of
7 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
8 2802, employers are required to indemnify employees for all expenses incurred in the course
9 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
10 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
11 employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at
13 the time of obeying the directions, believed them to be unlawful."

14 27. In the course of their employment PLAINTIFFS and the AGGRIEVED
15 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
16 personal cellular phones and home offices as a result of and in furtherance of their job duties
17 as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT
18 for the cost associated with the use of their personal cellular phones and home offices for
19 DEFENDANT's benefit. Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES
20 were required by DEFENDANT to use their personal cellular phones and home offices. As
21 a result, in the course of their employment with DEFENDANT, PLAINTIFFS and the
22 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
23 were not limited to, costs related to the use of their personal cellular phones and home
24 offices all on behalf of and for the benefit of DEFENDANT.

25 28. In violation of the applicable sections of the California Labor Code and the
26 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
27 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
28 knowingly and systematically failed to provide PLAINTIFFS and the other AGGRIEVED

1 EMPLOYEES suitable seating when the nature of these employees' work reasonably
2 permitted sitting.

3 29. DEFENDANT knew or should have known that PLAINTIFFS and other
4 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit
5 when it did not interfere with the performance of their duties, and that DEFENDANT did
6 not provide suitable seating and/or did not allow them to sit when it did not interfere with
7 the performance of their duties.

8 30. By reason of this conduct applicable to PLAINTIFFS and all AGGRIEVED
9 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage
10 Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFFS seeks penalties
11 on behalf of PLAINTIFFS and other AGGRIEVED EMPLOYEES as provided herein.
12 Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's
13 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
14 California Labor Code and regulations promulgated thereunder as herein alleged.

15 31. The employment of PLAINTIFFS and some AGGRIEVED EMPLOYEES has
16 terminated and DEFENDANT has not tendered payment of all wages owed as required by
17 law. Additionally, at all times during the term of PLAINTIFFS' employment with
18 DEFENDANT, PLAINTIFFS and other AGGRIEVED EMPLOYEES earned and accrued
19 vested vacation and holiday time on the date of their termination pursuant to
20 DEFENDANT's uniform vacation policies and applicable California law. The amount of
21 vacation pay PLAINTIFFS and the other AGGRIEVED EMPLOYEES earned and
22 accumulated is evidenced by DEFENDANT's business records. Additionally,
23 DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFFS and other
24 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay and
25 more specifically the final rate of pay that included all non-discretionary incentive
26 compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT
27 underpaid vacation wages to PLAINTIFFS and other AGGRIEVED EMPLOYEES at their
28 base rates of pay, instead of including all of the PLAINTIFFS' and other AGGRIEVED

1 EMPLOYEES' non-discretionary incentive compensation into the vacation wage payment
2 calculations. DEFENDANT failed to specify in DEFENDANT's written vacation policy the
3 rate at which PLAINTIFFS and other AGGRIEVED EMPLOYEES would be paid vacation
4 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
5 practice, policy and procedure to deny paying the PLAINTIFFS and other AGGRIEVED
6 EMPLOYEES all of their vested vacation and holiday time, DEFENDANT failed to pay the
7 PLAINTIFFS and other AGGRIEVED EMPLOYEES all vested vacation time as wages due
8 upon employment termination, in violation of the California Labor Code, Sections 201, 202,
9 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFFS
10 and other AGGRIEVED EMPLOYEES at their base rates of pay, instead of including all of
11 the PLAINTIFFS's and other AGGRIEVED EMPLOYEES' non-discretionary
12 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
13 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
14 provide compensation for earned, accrued and vested vacation and holiday time, as well as
15 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
16 unlawful, unfair and deceptive practice to the detriment of PLAINTIFFS and other
17 AGGRIEVED EMPLOYEES. DEFENDANT's uniform practice and policy of failing to
18 pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for all vested vacation and
19 holiday time accumulated at employment termination violated and continues to violate
20 Section 227.3 of the California Labor Code.

21 **JURISDICTION AND VENUE**

22 32. This Court has jurisdiction over this Action pursuant to California Code of
23 Civil Procedure, Section 410.10.

24 33. Venue is proper in this Court pursuant to California Code of Civil Procedure,
25 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
26 employs AGGRIEVED EMPLOYEES across California, including in this County, and
27 committed the wrongful conduct herein alleged in this County against AGGRIEVED
28 EMPLOYEES.

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1 PLAINTIFF Yarbrough, gave written notice by electronic mail to Agency and by certified
2 mail to the employer of the specific provisions of this code alleged to have been violated as
3 required by Labor Code § 2699.3. See **Exhibit #2**, attached hereto and incorporated by this
4 reference herein (PAGA Notice only without draft complaint). The statutory waiting period
5 for PLAINTIFFS to add these allegations to the Complaint has expired. As a result,
6 pursuant to Section 2699.3, PLAINTIFFS may now commence a representative civil action
7 under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to
8 all AGGRIEVED EMPLOYEES as herein defined.

9 38. The policies, acts and practices heretofore described were and are an unlawful
10 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
11 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
12 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
13 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
14 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
15 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
16 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
17 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040,
18 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure
19 to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil
20 penalties as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of only civil
21 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
22 representative of the State of California for the illegal conduct perpetrated on PLAINTIFFS
23 and the AGGRIEVED EMPLOYEES.

24 ///

25 **SECOND CAUSE OF ACTION**

27 ¹Plaintiffs specifically exclude and/or does not allege any claims under California Labor
28 Code §558(a)(3).

For Failure to Provide Reasonable Accommodation

[Cal.Gov. Code § 12940(m)]

(By Plaintiff Rogester Harrison and Against All Defendants)

39. Plaintiff Rogester Harrison ("Plaintiff Harrison") realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

40. DEFENDANT was an employer who met all of the requirements set forth under the California Fair Employment and Housing Act.

41. Plaintiff Harrison suffered from a mental disability as defined under Cal. Gov. Code § 12926(j).

42. Plaintiff Harrison suffered from a physical disability as defined under Cal. Gov. Code § 12926(m).

43. DEFENDANT was aware that Plaintiff Harrison suffered from a mental and physical disability as set forth herein.

44. On or around June 13, 2022, Plaintiff Harrison sustained an injury while working for DEFENDANT. Plaintiff Harrison consulted with a doctor at an urgent care clinic regarding health issues Plaintiff Harrison had been experiencing after the injury. Plaintiff Harrison's doctor diagnosed Plaintiff Harrison as having a fractured elbow, and advised Plaintiff Harrison to have DEFENDANT accommodate his injury and modify his work duties. Plaintiff Harrison adhered to the doctor's orders and requested accommodations from DEFENDANT that would allow Plaintiff Harrison to avoid lifting or pulling heavy objects. Plaintiff Harrison's DR. gave Plaintiff Harrison clearance to return to work on June 17, 2022 with these modified restrictions in place. Plaintiff Harrison relayed all this information to DEFENDANT's Clinical Coordinator and his superior, Desiree Thomas, on or around June 17, 2022. A few hours later, on or around June 17, 2022, Plaintiff Harrison received a call from DEFENDANT's Recruiter, Jovita Franklin stating DEFENDANT was terminating Plaintiff Harrison's employment due to the modified restriction placed on his work. DEFENDANT terminated Plaintiff Harrison's employment in violation of various fundamental public policies underlying both state and federal laws. Specifically, Plaintiff

1 Harrison's employment was terminated in part because of his protected status (i.e., disability,
2 medical leave, and/or good faith complaints). These actions were in violation of FEHA, the
3 California Constitution, and California Labor Code Section 1102.5. DEFENDANT's
4 termination letter further informed Plaintiff Harrison that in addition to being out of a job,
5 his health coverage under DEFENDANT's plan was also immediately terminated. Plaintiff
6 Harrison suffered mental and physical issues as a result of the stress caused by
7 DEFENDANT's failure to accommodate his requests. Shortly after submitting her formal
8 request to accommodate his disability, DEFENDANT terminated his employment. Prior to
9 filing this action Plaintiff Harrison exhausted his administrative remedies by filing a timely
10 administrative complaint with the Department of Fair Employment and Housing ("DFEH")
11 and received a DFEH Right to Sue letter on October 23, 2023.

12 45. DEFENDANT discriminated against and failed to reasonably accommodate
13 PLAINTIFFS for his physical disabilities. Plaintiff Harrison herein alleges that the actions
14 taken by employees of DEFENDANT against Plaintiff Harrison occurred within the normal
15 scope and course of these individuals' employment with DEFENDANT. Plaintiff Harrison
16 further alleges that these employees were Plaintiff Harrison's supervisors while Plaintiff
17 Harrison was employed by DEFENDANT. However, Plaintiff Harrison's request for
18 accommodation fell on deaf ears, as DEFENDANT failed to respond to and accommodate
19 Plaintiff Harrison's requests. Plaintiff Harrison requested disability accommodation and
20 raised complaints while they worked for DEFENDANT and DEFENDANT retaliated
21 against Plaintiff Harrison by taking adverse employment actions, including denial of
22 employment opportunities and privileges.

23 46. DEFENDANT failed to provide Plaintiff Harrison with reasonable
24 accommodation for his physical disabilities.

25 47. As a direct and proximate result of DEFENDANT refusing to provide Plaintiff
26 Harrison with reasonable accommodation, Plaintiff Harrison was met with a series of
27 adverse employment actions as set forth herein. As a further direct result of DEFENDANT's
28 failure to provide Plaintiff Harrison with a reasonable accommodation, Plaintiff Harrison

1 was harmed in the form of emotional and physical pain and suffering.

2 48. DEFENDANT's failure to provide reasonable accommodation was a
3 substantial factor in causing P Plaintiff Harrison's harm.

4 49. The actions alleged herein were taken by managing agents and/or officers of
5 DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so
6 doing, said managing agents and/or officers of DEFENDANT acted with malice and
7 oppression as those terms are used in California Code of Civil Procedure § 3294. As such,
8 Plaintiff Harrison is entitled to an award of punitive damages.

9 50. Plaintiff Harrison is also entitled to recover reasonable attorney's fees and
10 costs pursuant to Cal. Gov. Code § 12965(b).

11 **THIRD CAUSE OF ACTION**

12 **Wrongful Termination In Violation of Public Policy 1102.5 Whistle Blower Retaliation** 13 **(By Plaintiff Rogestery Harrison and Against All Defendants)**

14 51. Plaintiff Harrison realleges and incorporates by reference, as though fully set
15 forth herein, the prior paragraphs of this Complaint.

16 52. On or around June 13, 2022, Plaintiff Harrison sustained an injury while
17 working for DEFENDANT. Plaintiff Harrison consulted with a doctor at an urgent care
18 clinic regarding health issues Plaintiff Harrison had been experiencing after the injury.
19 Plaintiff Harrison's doctor diagnosed Plaintiff Harrison as having a fractured elbow, and
20 advised Plaintiff Harrison to have DEFENDANT accommodate his injury and modify his
21 work duties. Plaintiff Harrison adhered to the doctor's orders and requested accommodations
22 from DEFENDANT that would allow Plaintiff Harrison to avoid lifting or pulling heavy
23 objects. Plaintiff Harrison's DR. gave Plaintiff Harrison clearance to return to work on June
24 17, 2022 with these modified restrictions in place. Plaintiff Harrison relayed all this
25 information to DEFENDANT's Clinical Coordinator and his superior, Desiree Thomas, on
26 or around June 17, 2022. A few hours later, on or around June 17, 2022, Plaintiff Harrison
27 received a call from DEFENDANT's Recruiter, Jovita Franklin stating DEFENDANT was
28 terminating Plaintiff Harrison's employment due to the modified restriction placed on his

1 work. DEFENDANT terminated Plaintiff Harrison's employment in violation of various
2 fundamental public policies underlying both state and federal laws. Specifically, Plaintiff
3 Harrison employment was terminated in part because of his protected status (i.e., disability,
4 medical leave, and/or good faith complaints). These actions were in violation of FEHA, the
5 California Constitution, and California Labor Code Section 1102.5. DEFENDANT's
6 termination letter further informed Plaintiff Harrison that in addition to being out of a job,
7 his health coverage under DEFENDANT's plan was also immediately terminated. Plaintiff
8 Harrison suffered mental and physical issues as a result of the stress caused by
9 DEFENDANT's failure to accommodate his requests. Shortly after submitting his formal
10 request to accommodate his disability, DEFENDANT terminated his employment. As a
11 result, there is a causal link between the protected activity and DEFENDANT's decision to
12 terminate his employment, which is against public policy.

13 53. Plaintiff Harrison raised complaints of illegality while he worked for
14 DEFENDANT and was believed to be willing to raise complaints, and DEFENDANT
15 retaliated against him by taking adverse employment actions, including employment
16 termination, against him.

17 54. As a proximate result of DEFENDANT'S willful, knowing, and intentional,
18 Plaintiff Harrison has suffered and continues to suffer humiliation, emotional distress, and
19 mental and physical pain and anguish, all to her damage in a sum according to proof.

20 55. As a result of DEFENDANT'S adverse employment actions against Plaintiff
21 Harrison, Plaintiff Harrison has suffered general and special damages in sums according to
22 proof.

23 56. DEFENDANT'S misconduct was committed intentionally, in a malicious,
24 oppressive manner, and fraudulent manner entitling Plaintiff Harrison to punitive damages
25 against DEFENDANT.

26 ///

27 ///

28 **FOURTH CAUSE OF ACTION**

**Hostile Work Environment and Whistle Blower Retaliation in Violation of Public
Policy § 1102.5**

(By Plaintiff Yarbrough Against All Defendants)

57. Plaintiff Yarbrough realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

58 During her employment with DEFENDANT, Plaintiff Yarbrough reported a workplace violence complaint involving her direct supervisor and another employee who was physically assaulted, to the area supervisor.

59. Over the course of the next month, Plaintiff Yarbrough's direct supervisor became increasingly hostile towards her, making racially derogatory statements, refusing to sign off on her time cards, and refusing requests to take days off without explanation. These actions were clearly retaliatory and Plaintiff Yarbrough reported these incidents whenever they occurred to the area supervisor, but no corrective actions were ever taken. These actions were in violation of FEHA, the California Constitution, and California Labor Code Section 1102.5.

60. On or around October 6, 2022, this situation came to a head when Plaintiff Yarbrough was abandoned at an offsite work location by her direct supervisor, who left with the teams' rental car, which was their only source of transportation. Due to safety concerns with transporting and storing the vaccines, Plaintiff Yarbrough was specifically informed by DEFENDANT that she could not use an alternative transportation and had to wait for a company transportation vehicle. However, no one came back for Plaintiff Yarbrough for over four hours, who was left alone to attend the vaccinations, and was not picked up until after 9 PM, over three hours after her shift was supposed to have ended. When Plaintiff Yarbrough notified DEFENDANT, she received a call from the area supervisor shortly thereafter, informing her she was being transferred. The transfer was effective immediately to a location in San Diego over 160 miles away, and where she had to report to work at this location by 4 PM the next day for a 12-hour shift. These actions were also in violation of

1 FEHA, the California Constitution, and California Labor Code Section 1102.5

2 61. At the time of the forced transfer, Plaintiff Yarbrough had just renewed her
3 contract in
4 Indio for another 10-week employment term, through December 3, 2022, meaning she still
5 had 8 weeks and two days of employment left on the contract. Plaintiff Yarbrough would
6 have completed her contract at the Indio location, if not for the unlawful retaliation actions
7 taken by DEFENDANT.

8 62. Plaintiff Yarbrough also incurred additional expenses as a result of these
9 actions, in that
10 she was not reimbursed for the costs of gas or for the time spent making the more than 160-
11 mile journey to San Diego on little to no notice, and was forced to leave behind weeks'
12 worth of food stuffs she had purchased, and to re-purchase replacement items once in San
13 Diego. These are all expenses Plaintiff Yarbrough would not have had to incur if not for
14 DEFENDANT's adverse actions.

15 63. As discussed herein, Plaintiff Yarbrough raised complaints of illegality while
16 she worked for DEFENDANT and was believed to be willing to raise complaints, and
17 DEFENDANT retaliated
18 against him by taking adverse employment actions, including creating a hostile work
19 environment and taking retaliatory employment actions against her.

20 64. As a proximate result of DEFENDANT'S willful, knowing, and intentional
21 actions, Plaintiff Yarbrough has suffered and continues to suffer humiliation, emotional
22 distress, and mental and
23 physical pain and anguish, all to her damage in a sum according to proof.

24 65. As a result of DEFENDANT'S adverse employment actions against Plaintiff
25 Yarbrough,
26 Plaintiff Yarbrough has suffered general and special damages in sums according to proof.

27 66. DEFENDANT'S misconduct was committed intentionally, in a malicious,
28 oppressivemanner, and fraudulent manner entitling Plaintiff Yarbrough to punitive damages

1 against DEFENDANT.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
4 severally, as follows:

5 1. On behalf of the State of California and with respect to all AGGRIEVED
6 EMPLOYEES:

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

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

11 2. On behalf of Plaintiff Harrison for the Tenth and Eleventh causes of action:

12 A) Compensatory damages, according to proof at trial, but in excess of
13 \$25,000.

14 B) Special and General damages according to proof;

15 C) Statutory damages, penalties and attorney's fees;

16 D) For punitive damages in an amount necessary to make an example of
17 and to punish DEFENDANT and deter DEFENDANT from engaging in future similar
18 conduct;

19 E) For loss of earnings (both past and future); and,

20 F) For interest at the legal rate in an amount according to proof.

21 3. On behalf of Plaintiff Yarbrough for the Twelfth cause of action:

22 A) Compensatory damages, according to proof at trial, but in excess of
23 \$25,000.

24 B) Special and General damages according to proof;

25 C) Statutory damages, penalties and attorney's fees;

26 D) For punitive damages in an amount necessary to make an example of
27 and to punish DEFENDANT and deter DEFENDANT from engaging in future similar
28 conduct;

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- E) For loss of earnings (both past and future); and,
- F) For interest at the legal rate in an amount according to proof.

5. On all claims:

- A) An award of interest, including prejudgment interest at the legal rate;
- B) Such other and further relief as the Court deems just and equitable; and,
- C) An award of penalties, attorneys' fees and cost of suit, as allowable

under the law, including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

Dated: January 16, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Nicholas J. De Blouw
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw
Attorneys for Plaintiffs

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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Phone: (858) 551-1223

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 24, 2023

CA3108

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Snapmedtech, Inc.
Certified Mail #9589071052700182377225
CT Corporation System
Amanda Garcia
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Snapmedtech, Inc. in California, including any employees staffed with Snapmedtech, Inc. by a third party, and classified as non-exempt employees during the time period of October 24, 2022 until a date as determined by the Court. Our offices represent Plaintiff Rogester Harrison (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Snapmedtech, Inc. (“Defendant”). Plaintiff was employed from November of 2021 to June 17, 2022 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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EXHIBIT 2



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

April 26, 2024

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for SnapMedTech, Inc.:
CT Corporation System (C0168406)
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

SnapMedTech, Inc.:
999 Peachtree Street NE, Suite 2750
Atlanta, GA 30309

SnapMedTech, Inc.:
1201 Peachtree St.
NE Bldg. 400 Suite 1800
Atlanta, GA 30361

Re: Gabrielle B. Yarbrough v. SnapMedTech, Inc.

Dear Labor and Workforce Development Agency; SnapMedTech, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by SnapMedTech, Inc. and any other employers or person(s) acting on behalf of the employer as such phrase is used under Labor Code sections 558 and 558.1 ("Respondent"), and the facts and theories in support of said allegations. This firm represents Gabrielle B. Yarbrough ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Respondent under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondent

The specific provisions of the Labor Code allegedly violated by Respondent and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondent

Claimant and other aggrieved employees worked for Respondent in California as non-exempt employees. Claimant was employed by Respondent in California within the past year.

During the past year, Respondent failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call and on premises during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondent violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondent failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during and on premises rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondent violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondent failed to pay Claimant and other aggrieved employees at least the legal minimum wage, straight time wage, sick pay, and overtime wage at the correct rate of pay (in violation of Labor Code sections 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondent's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay for training time such as the self-study training, failing to pay wages using the appropriate regular rate of pay (e.g., excluding per diem pay, guaranteed overtime differentials, or other incentive pay) or the required minimum wage, rounding time to the employer's advantage, failing to provide sick pay, paying for scheduled time rather than actual time worked, failing to pay overtime correctly on overnight shifts, and/or failing to pay for all recorded time, among other reasons. Respondent failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondent, such as cell phone use. As such, Respondent violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondent violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, failed to list rates of pay in certain wage statements, and listed an incorrect employer entity name at various times such as SnapNurse, among other violations.

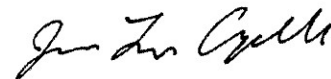
Respondent violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondent violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondent due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Respondent. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint