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July 1, 2026

**For Online Filing:**

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

**Re: *Richard Allan B West II, et al. v. Sole Source Medical Inc., et al.***

Dear Labor Commissioner,

As counsel for Richard Allan B West II ("Plaintiff West") and Rolando Narvaez ("Plaintiff Narvaez") (Plaintiff West and Plaintiff Narvaez sometimes collectively referred to as "Plaintiffs"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Sole Source Medical Inc.
2108 N ST, STE N
Sacramento, CA 95816

R. Trent Kloppenburg
2108 N ST, STE N
Sacramento, CA 95816

Jason Asbjornsen
2108 N ST, STE N
Sacramento, CA 95816

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Sole Source Medical, Inc., R. Trent Kloppenburg, and Jason Asbjornsen ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiffs and all similarly situated employees, pursuant to Labor Code section 2699(a). Specifically, similarly situated employees shall include, but is not limited to the following groups of similarly situated employees from one (1) year prior to the filing of this notice to the present: (1) all non-exempt employees who have worked, or continue to work, for Defendants in California, whether paid on a salary or hourly basis; (2) all employees who have worked, or continue to work for Defendants in California who were classified as exempt, but not paid a monthly salary equivalent of at least two times the state minimum wage for full time employment; and (3) all exempt employees who have worked, or continue to work, for Defendants in California whose job duties included performing cleaning services on medical equipment. Plaintiffs experienced each of the alleged violations and, therefore, may bring claims on behalf of other similarly situated employees as identified herein.

## A. FACTS

Plaintiff West was employed with Defendants from January 2023 to February 2026. Plaintiff Narvaez was employed by Defendants from approximately October 2023 to May 2025 and August 2025 to March 2026. Defendants provide deep cleaning services for medical equipment to different medical facilities and hospitals throughout California. Plaintiffs worked in many medical facilities in the Sacramento area. In 2023, Plaintiffs and similarly situated employees worked usually over eight (8) hours per day and worked over forty (40) hours per week on several occasions. Defendants had initially classified Plaintiffs and similarly situated employees as non-exempt employees and paid them hourly. Plaintiffs and similarly situated employees performed non-exempt duties more than 50% of the time. Plaintiffs' and similarly situated employees' duties included but were not limited to traveling to different medical facilities in California, perform deep cleaning of medical equipment such as Operating Room tables, emergency room stretchers, autoclave carts, labor and delivery tables and birthing beds, and perform reports of medical equipment. Plaintiffs and similarly situated employees would usually work in teams and would set up equipment to clean, provide heavy duty cleaning, notify maintenance for issues with medical equipment, disassemble medical equipment to perform deep cleaning, and clean various equipment or parts related to medical equipment.

Defendants required Plaintiffs and similarly situated employees to report earlier than their scheduled shift when they worked at different medical facilities. As a result, Plaintiffs and similarly situated employees would report approximately twenty (20) to thirty (30) minutes prior to the start of their shift at different medical facilities to meet medical facility staff and to start setting up. Defendants did not pay Plaintiffs and similarly situated employees for the time they worked prior to the start of their shift. Plaintiffs and similarly situated employees were required to use phone-based apps on their personal cell phones to clock in and out which logged the exact clock in/out time and to communicate with their team, supervisors and/or other managerial employees. Defendants knew at all times where Plaintiffs and similarly situated employees were located because the app that they used to clock in and out had a GPS feature that allowed Defendants to see employees' location. Plaintiffs and similarly situated employees clocked in and out at their scheduled time as instructed, and not prior to the start of their shift. Also, Defendants engaged in rounding when calculating hours worked. Despite being able to pay the actual hours worked based on readily available time records, Defendants rounded Plaintiffs' and similarly situated employees' hours worked to the nearest quarter-hour and failed to pay them all minimum wages and overtime wages owed for those times in which the actual hours worked were rounded down.

Plaintiffs and similarly situated employees usually worked longer than eight (8) hours per day several days per week. Defendants did not pay Plaintiffs and similarly situated employees for overtime for any time worked over eight (8) hours per day. Defendants did not pay Plaintiffs and similarly situated employees any overtime for off-the-clock work when Plaintiffs and similarly situated employees reported to work prior to the start of their shift. Also, Defendants' overtime policy is defective because it states that overtime applies to hours in excess of forty (40) hours per week. Additionally, Defendant's overtime policy states that overtime may be earned in no less than 15-minute increments. Defendants failed to pay Plaintiffs and similarly situated employees for all overtime hours worked.

Defendants paid Plaintiffs and similarly situated employees two different rates for their regular hours in the same workweek, e.g. $28 per hour and $32.50 per hour. However, when Defendants did pay overtime, they paid based on the lower hourly rate rather than the higher, blended regular rate of pay. Defendants failed to blend the two regular rates in calculating the overtime rate of pay and payment for other premium wages such as meal and rest period premiums, and sick leave premiums. Plaintiffs believe that similarly situated employees suffered from the same practice where Defendants did not blend both rates for regular hours in calculating the regular rate of pay for overtime premiums, meal and rest period premiums, and sick leave premiums.

Defendants were aware that Plaintiffs and similarly situated employees worked overtime and that they were not being paid for all overtime hours worked. Later in their employment, Defendants classified Plaintiffs as exempt, paying a salary. However, the salary often did not exceed twice the State's minimum wage as required to qualify as an exempt employee. After a period of time, Defendants classified many similarly situated employees as exempt. However, Plaintiffs and similarly situated employees performed the same non-exempt tasks and duties as prior to being classified as salary exempt. Plaintiffs' and similarly situated employees' work schedule and hours increased to over forty (40) hours per week. Plaintiffs spent approximately 90-100% of the time performing non-exempt duties. Plaintiffs and similarly situated employees did not have the authority to hire and fire staff. Plaintiffs were always under the supervision of other managers and did not regularly exercise discretion and independent judgment in performing their duties and tasks. Plaintiffs' and similarly situated employees' primary duty continued to be cleaning medical equipment at different medical facilities and hospitals. Additionally, Defendants required salary exempt employees to attend meetings twice per week on the days that Plaintiffs and similarly situated employees were off. These meetings would usually run from fifteen (15) to thirty (30) minutes. However, the Monday meetings were usually longer and ran between thirty (30) minutes to one (1) hour. Defendants did not pay Plaintiffs and similarly situated employees for the time spent on these meetings. Also, Defendants required Plaintiffs and similarly situated employees to restock their house on their days off and were not paid for this time. Relying on Plaintiffs' and similarly situated employees' misclassification as exempt employees, Defendants did not pay Plaintiffs and similarly situated employees for any overtime hours worked or off-the-clock work after the salary exempt classification.

Also, Plaintiffs and similarly situated employees were very busy and they had to finish cleaning medical equipment at certain times. Defendant did not provide all uninterrupted compliant meal periods to Plaintiffs and similarly situated employees. Defendants and similarly situated employees took many late meal periods because they were busy. Sometimes, Plaintiffs and similarly situated employees would skip their meal periods because they had to finish their work. At time, Defendants would conduct meetings during meal periods. Also, Defendants did not provide a second meal period to Plaintiffs and similarly situated employees when they worked more than ten (10) hours per day. Furthermore, due to the workload, Plaintiffs and Defendants did not take 10-minute rest periods. Sometimes, Plaintiffs and similarly situated employees would take late rest periods, after the fourth hour of work. Additionally, Defendant's rest period policy was defective because it only advised employees that the rest periods should be taken every four (4) hours, it did not include the language "or fraction of thereof" so that employees would understand that a rest period should be available if employees worked just under four (4) hours too. Defendants did not pay Plaintiffs and similarly situated employees any meal and rest period premiums for missed meal and rest periods.

Plaintiffs and similarly situated employees were required to utilize their personal cell phones for work-related issues. Defendants' cell phone policy states that having a reliable cell phone is a necessity to communicate with staff members. Plaintiffs and similarly situated employees would use their cell phones to clock in and out, communicate with managers, co-workers, hospital staff, sales, and send photographs of medical equipment and reports to managers. Plaintiffs estimate that they used their personal phone 50% of the time for work purposes. Also, Plaintiffs and similarly situated employees used their personal vehicles to travel for work purposes to go to different medical facilities and hospitals. Defendants paid Plaintiffs and similarly situated employees a flat amount for travel. However, this amount was not enough to compensate for the use of their personal vehicle as Plaintiffs and similarly situated employees traveled great distances, for example from Sacramento to Fresno on the same day. As a result, Defendants did not pay Plaintiffs and similarly situated employees for the use of their personal cell phones and vehicles for work purposes.

Defendants failed to provide Plaintiffs and similarly situated employees with all their earned sick pay based on the hours worked because Defendants did not consider Plaintiffs' and similarly situated employees' work in excess of their scheduled shifts when calculating the total sick leave accrued. As a result of such policies, Defendants prevented Plaintiffs and similarly situated employees from taking all their earned sick days.

Defendants did not pay Plaintiffs and similarly situated employees for all the accrued vacation ("PTO") that that they had earned during their employment. Defendants' PTO policy frontloaded PTO time on January 1, of each year. However, Defendants did not pay out the accrued PTO at the time of separation. Plaintiffs are informed and believe that Defendants did not pay out the PTO at the time of separation of similarly situated employees. As a result, Defendants did not pay all the PTO and penalties owed to Plaintiffs and similarly situated employees at the time of their separation from employment.

As a result of Defendants' failure to pay Plaintiffs and similarly situated employees all minimum wages, overtime wages, meal and rest period premiums owed, and sick leave wages, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net wages earned.

To date, Defendants have not paid Plaintiffs and similarly situated employees all the minimum wages, overtime wages, meal and rest period premiums, and sick leave wages.

Plaintiffs are informed and believe that R. TRENT KLOPPENBURG was the secretary and Chief Financial Officer of SOLE SOURCE MEDICAL INC. from at least June 13, 2025, to the present. Plaintiffs are informed and believe that JASON ASBJORNSEN was the Chief Executive Officer of SOLE SOURCE MEDICAL INC. from at least June 13, 2025, to the present. Plaintiffs are informed and believe that R. TRENT KLOPPENBURG was also the Vice President of Business Operations and in charge of human resources during the same time. Also, Plaintiffs are informed and believe that R. TRENT KLOPPENBURG and JASON ASBJORNSEN were in charge of Defendants' employment practices and policies. TRENT KLOPPENBURG and JASON ASBJORNSEN were responsible for creating, implementing, and overseeing the wage and hour policies and practices outlined herein that resulted in the violation of the California Labor Code.

## B. ALLEGATIONS AND CHARGES

### Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiffs and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiffs and all similarly situated employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

**Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)**

During the period Plaintiffs and similarly situated employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiffs and similarly situated employees for all hours worked. Thus, Plaintiffs and similarly situated employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

**Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiffs and similarly situated employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

**Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiffs and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

**Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)**

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (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 only 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 . . . ." For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiffs and similarly situated employees. This is in violation of the law.

**Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)**

Labor Code sections 201-203 require that all wages, including overtime, minimum wages, meal and rest period premiums, PTO and sick leave wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiffs and similarly situated employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

**Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)**

Labor Code section 2802(a) states that "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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Defendants failed to pay any reimbursements for the use of personal cell phones and failed to pay reimbursement for all the use of vehicles for work purposes by Plaintiffs and similarly situated employees. This was in violation of the law.

**Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)**

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiffs and similarly situated employees' rights provided for under the California Labor Code. Mr. Kloppenburg and Mr. Asbjornsen were officers, directors, shareholders, and/or managing agents of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

**Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)**

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiffs and similarly situated employees' wage records and hours worked. This was against the law.

**Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)**

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period, and no less than forty (40) hours of accrued sick leave or paid time off by the 200th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either forty (40) hours or the equivalent of five (5) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to eighty (80) hours or the equivalent of ten (10) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. Defendants failed to provide Plaintiffs and similarly situated employees with all their earned sick pay based on the hours worked because Defendants did not consider Plaintiffs' and similarly situated employees' off-the-clock hours worked in calculating the sick pay accrual for them. For the reasons stated above, Defendants failed to provide Plaintiffs and similarly situated employees with sick leave meeting the requirements set forth in HWHFA.

**Count 11 – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)**

Labor Code section 204(a) provides that "all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by paying Plaintiffs and similarly situated employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute. Defendants did not pay Plaintiffs and similarly situated employees for all the accrued vacation ("PTO") that that they had earned during their employment. Defendants' PTO policy frontloaded PTO time on January 1, of each year. However, Defendants did not pay out the accrued PTO at the time of separation to Plaintiff. Plaintiffs are informed and believe that Defendants did not pay out the PTO at the time of separation of similarly situated employees. As a result, Defendants did not pay all the PTO and penalties owed to Plaintiffs and similarly situated employees at the time of their separation from employment. This was in violation of the law.

**Count 12 – Violation of Labor Code §§ 227.3 (Failure to Pay Vested Vacation Time)**

Labor Code section 227.3 provides that "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination." As described above, Defendants did not pay Plaintiffs and similarly situated employees for all the accrued vacation ("PTO") that that they had earned during their employment. Defendants' PTO policy frontloaded PTO time on January 1, of each year. However, Defendants did not pay out the accrued PTO at the time of separation to Plaintiffs. Plaintiffs are informed and believe that Defendants did not pay out the PTO at the time of separation of similarly situated employees. As a result, Defendants did not pay all the PTO and penalties owed to Plaintiffs and similarly situated employees at the time of their separation from employment. As a result, Defendants failed to pay Plaintiffs and similarly situated employees all the PTO they had accrued but not used at the time of their separation.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

**Shimoda & Rodriguez Law, PC**

By: ______________________________
Justin P. Rodriguez

JPR:rk
cc: Clients via e-mail

*West, et al. v. Sole Source Medical Inc., et al.*

**PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
**and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On July 1, 2026, I served the following documents on the party below:

- **PRIVATE ATTORNEYS GENERAL ACT LETTER**

| | |
|---|---|
| Sole Source Medical Inc.<br>2108 N St, STE N<br>Sacramento, CA 95816 | R. Trent Kloppenburg<br>2108 N St, STE N<br>Sacramento, CA 95816 |
| Jason Asbjornsen<br>2108 N St, STE N<br>Sacramento, CA 95816 | |

[XXX] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:__________.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 1, 2026, at Salt Lake City, Utah.

Shaniya B.
____________________________
Shaniya Baird