

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION**

Gretchen Smith, individually and on	)	
behalf of all others similarly situated,	)	6:16-cv-03480-TMC-KFM
	)	
Plaintiffs,	)	<b>COMPLAINT</b>
	)	<b>Class/Collective Action</b>
v.	)	(JURY TRIAL DEMANDED)
	)	
American Health Associates, Inc.	)	
	)	
Defendant.	)	
_____	)	

NOW COMES the Plaintiff, by and through her undersigned counsel, and alleges as follows:

**INTRODUCTION**

1. Plaintiff individually and on behalf of all similarly situated employees (“Plaintiffs”), brings this Class/Collective action lawsuit against American Health Associates, Inc. (“Defendant”) seeking to recover for Defendant’s violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, the South Carolina Wages Act, S.C. Code Ann. §§ 41-10-10 to 110, and various other state wage payment acts.

2. In addition to her Class/Collective claims, Plaintiff brings several individual claims seeking to recover for Defendant’s violations of the Family Medical Leave Act, 29 U.S.C. § 2601 *et seq.* and the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10 *et seq.*

**PARTIES AND JURISDICTION**

3. Plaintiff is a resident of the State of South Carolina, County of Greenville.

4. Pursuant to 29 U.S.C. § 216(b), Plaintiff has consented in writing to be a party to the FLSA claims asserted in this action, and Plaintiff's signed consent form is attached. (See Exhibit A – Plaintiff's Consent to Become a Party Form).

5. That, upon information and belief, Defendant American Health Associates, Inc. ("AHA") d/b/a American Health Associates is a corporation organized and existing under the laws of Florida with its principal office located at 15712 SW 41 Street, Ste 16-20, Davie, FL 33331.

6. AHA maintains offices and agents and is otherwise doing business in the County of Greenville, State of South Carolina.

7. AHA is a privately held family owned company that is the Nation's largest clinical reference laboratory offering a wide array of diagnostic testing to their customers. AHA offers laboratory services in Florida, Ohio, Maryland, Michigan, Kentucky, Indiana, Illinois, Missouri, North Carolina, and South Carolina. According to the company handbook, AHA provides services to over 130 facilities and employs over 100 phlebotomists.

8. During the relevant time period, Defendant employed individuals who handled, sold, or otherwise worked on goods or materials that have been moved in, or produced for, commerce.

9. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 215(a)(3), 29 U.S.C. § 216(b), and 29 U.S.C. § 2617(a)(2).

10. In addition to her FLSA collective action claims, Plaintiff also asserts class claims pursuant to Fed.R.Civ.P. 23 for a state law cause of action pursuant to the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10 *et seq.* ("PWA") and various other similar state wage payment acts.

11. In addition to her Class/Collective claims, Plaintiff brings claims under the PWA and the Family Medical Leave Act in her individual capacity and not on behalf of the class.

12. This Court has supplemental jurisdiction over Plaintiff's class state law claims and Plaintiff's individual claims pursuant to 28 U.S.C. § 1367 because those claims derive from a common nucleus of operative facts.

13. In addition to the Court having supplemental jurisdiction over Plaintiff's class state law claims, this Court has original subject matter jurisdiction over that claim under the Class Action Fairness Act, 28 USC § 1332(d) ("CAFA"). This is a putative state law class action whereby: (i) the proposed Rule 23 class consists of over 100 members; (ii) at least some of the members of the proposed class have different citizenship from Defendant; and (iii) the claims of the Rule 23 class exceeds \$5,000,000.00 in the aggregate.

14. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because a substantial part of the acts or omissions giving rise to these Plaintiff's claims occurred within Greenville County and because this Court has personal jurisdiction over one or more corporate Defendants.

### **SUMMARY OF CLAIMS**

15. Plaintiff brings this action as a collective action to recover unpaid wages, pursuant to the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201 *et seq.* ("FLSA").

16. In particular, Plaintiff brings this suit on behalf of the following similarly situated persons:

All current and former employees who have worked for the Defendant in the capacity of a Phlebotomist within the statutory period covered by this Complaint, and who elect to opt-in to this action pursuant to FLSA, 29 U.S.C. § 216(b) ("Collective Class").

17. In addition, Plaintiff also brings this action as a state class action to recover unpaid wages pursuant to the PWA and various other state wage payment acts.

18. Defendant has willfully committed widespread violations of the FLSA, the PWA, and various other state wage payment acts by engaging in a pattern, practice, and policy of failing to pay employees minimum wage and overtime wages and making deductions from their employees' wages that violate state and federal law.

19. In addition to the Collective Class, Plaintiff brings this suit on behalf of a class of similarly situated persons composed of:

All current and former Phlebotomists who have worked for Defendant and who received deductions from their wages for mileage reimbursements during the statutory period covered by this Complaint and whereby said deduction was a violation of the wage payment act laws of the states in which the employees lived to include but not limited to South Carolina, Florida, Ohio, Maryland, Michigan, Kentucky, Indiana, Illinois, Missouri, and North Carolina ("Wage Payment Class").

20. Plaintiff alleges on behalf of the Collective Class and Wage Payment Class that Defendant violated Federal and various state laws by, *inter alia*:

- (i) Failing to pay at least minimum wage for all hours worked;
- (ii) Failing to pay all overtime wages for all hours worked in excess of forty (40) hours in a workweek; and
- (iii) improperly denying to pay all wages that have become due and owed.

21. Members of the Collective Class and Wage Payment Class are so numerous that joinder of all members individually, in one action or otherwise, is impractical. Upon information and belief, the size of the Collective Class and Wage Payment Class are over 100 individuals. Although the precise number of such employees is currently unknown, the facts on which the calculation of that number depends are presently within the sole control of Defendant.

### **FACTUAL ALLEGATIONS**

22. Plaintiff Gretchen Smith was hired by Defendant as a Mobile Phlebotomist on December 22, 2014 and was assigned duties within the company's Greenville A district of Greenville County, South Carolina.

23. Plaintiff's primary duties of employment included traveling to Defendant's client base of approximately fifteen (15) skilled nursing and assisted living facilities within the Greenville's A district to obtain blood samples from mostly Geriatric patients. Plaintiff would then transport these specimens to a courier who would transport the specimens to Defendant's lab for analysis or transport these specimens to the lab herself.

24. Plaintiff worked for Defendant completing the aforementioned duties as a phlebotomist from December 22, 2014 up until her termination on May 3, 2016.

25. A typical day for Plaintiff would begin on or before 4:00 a.m. when Plaintiff would arrive at her first nursing home. After obtaining the designated blood samples at this location, Plaintiff would then travel to three more nursing homes to obtain samples.

26. After retrieving and properly labeling the samples from the four homes, Plaintiff would travel to give her samples to Defendant's courier at a location near Interstate 85 in Greenville County so that the samples could be transported to the lab in neighboring Spartanburg County. Plaintiff was required to meet Defendant's courier no later than 8:15 a.m.

27. The aforementioned practice of retrieving and labeling samples from the four nursing homes and drop off to the courier was referred to by Defendant as a "Morning Run."

28. In addition to Plaintiff's Morning Runs, Defendant would on most days also schedule Plaintiff for on-call duties referred to by Defendant as a "Stat."

29. Plaintiff would either be scheduled for an “A.M. Stat” or “P.M. Stat.” The A.M. Stat would run between 7:00 a.m. until 2:45 p.m. thereby lasting 7 hours and 45 minutes. The P.M. Stat would run between 2:45 p.m. until 10:45 p.m. thereby lasting 8 hours.

30. From Monday through Friday Plaintiff would complete her morning runs and stat duties as assigned. Typically, Plaintiff would also be assigned either a Morning Run or Stat on every other Saturday or Sunday during a two-week pay period. Below is a sample of the amount of hours Plaintiff worked during the workweek of Monday, November 30, 2015 through Friday, December 4, 2015:

Monday 11/30	Tuesday 12/1	Wednesday 12/2	Thursday 12/3	Friday 12/4
Morning Runs 3:30 a.m. – 7:50 a.m.	Moring Runs 4:15 a.m. – 7:25 a.m.	Morning Runs 4:00 a.m. – 7:10 a.m.	Morning Runs 3:45 a.m. – 7:45 a.m.	Morning Runs 4:30 a.m. – 8:15 a.m.
A.M. Stat 7:00 a.m. – 2:45 p.m. plus final specimen drop off at 3:30 p.m.	A.M. Stat 7:00 a.m. – 2:45 p.m. plus final specimen drop at 4:00 p.m.	A.M. Stat 7:00 a.m. – 2:45 p.m.	A.M. Stat 7:00 a.m. – 2:45 p.m. plus final specimen drop at 4:00 p.m.	No Stat
12 hours	11.75 hours	10.75 hours	12.25 hours	3.75 hours

(See Exhibit B – Time Log for this Week).

**Total Hours Worked For Above Workweek = 50.5 hours**

31. As displayed by the above chart and aforementioned allegations, Plaintiff’s first principal activity of her employment was when she arrived at the first nursing home on her morning run in that such was an integral and indispensable part of employment and not simply preliminary to the work performed.

32. As displayed by the above chart and aforementioned allegations, Plaintiff’s last principal activity of her employment was when she dropped off her last sample to the courier or

hospital in that such was an integral and indispensable part of employment and not simply postliminary to the work performed.

33. Since Plaintiff's first principal activity of her employment began when she arrived at her first nursing home and her last principal activity was when she dropped off her samples, all the hours during this time frame, including travel between locations, were hours worked pursuant to 29 C.F.R. § 735.28, *Travel that all in a day's work*, and therefore cannot be exempted from compensable time under the Portal-to-Portal Act of 1947, 29 U.S.C. 251 *et seq.*

34. The time spent by Plaintiff on-call, i.e., a Stat, were hours worked within the meaning of 29 C.F.R. § 785.17, *On-Call Time*, because of the high volume of stat calls, the urgency in which she had to report to her designated assignment, and her geographic limitations requiring her to remain in Defendant's Greenville A District, the eastern part of the County.

35. The urgency in which Plaintiff had to respond to the stat calls is documented in Defendant's Phlebotomy Manual which states that Defendant "requires that phlebotomists maintain functional cell phone service to respond to AHA's STAT call dispatches immediately, or with 15 minutes of the time that the AHA STAT dispatcher's call." (See Exhibit C – Excerpt from AHA's Phlebotomy Manual).

36. In addition to the on-call time being hours worked within the meaning of the FLSA, Plaintiff often worked beyond her scheduled A.M. Stat because Defendant would schedule her with stats at the end of her shift and she had to travel to drop off the last specimen.

37. Despite Plaintiff continuously working over her scheduled A.M. Stat (7:00 a.m. – 2:45 p.m.), she was not compensated at a rate of at least minimum wage (\$7.25 per hour) for this time.

38. Defendant paid Plaintiff for the work she performed by a hybrid compensation model comprised of piece rates and flat rates. Plaintiff was paid a piece rate, usually between Fifteen Dollars (\$15.00) and Thirty Dollars (\$30.00), per nursing home she visited during her Morning Runs. For stat duties performed during the week (Monday – Friday), Plaintiff was paid a flat rate of Fifty Dollars (\$50.00) for either an A.M. Stat or P.M. Stat plus an additional Ten Dollars (\$10.00) per stat call after the first stat call.

39. Upon information and belief, Defendant has since changed their policy of paying the additional Ten Dollars (\$10.00) per stat call after the first and now only pays the flat rate of Fifty Dollars (\$50.00) for each stat shift. This change in policy renders an hourly wage of Six Dollars and Forty-Five Cents (\$6.45) per A.M. Stat and Six Dollars and Six Cents (\$6.06) per P.M Stat.

40. For work performed during the weekend, (Saturday – Sunday), Plaintiff was paid a flat rate of Seventy-Five Dollars (\$75.00) for a Morning Run rather than her typical piece rate method but was paid her usual pay structure for stat duties. Plaintiff was typically scheduled to work every other weekend.

41. At the end of the two week pay period, Plaintiff would submit her recorded Morning Runs and Stats to Defendant for payment.

42. Defendant would further allocate Seventy-Five Percent (75%) of Plaintiff's wages to taxable direct wages and the remaining Twenty-Five Percent (25%) of Plaintiff's wages to nontaxed mileage reimbursement. (See Exhibit D – AHA's Mileage Agreement).

43. Allocating Twenty-Five Percent (25%) of Plaintiff's wages to "mileage" does not constitute a reasonably approximate expense of such; therefore, these monies should be added to Plaintiff's regular rate for the purposes of overtime compensation. 29 C.F.R. § 778.216.



44. At all relevant times, Plaintiff and the other members of the Collective Class have been similarly situated and have had substantially similar job requirements and job duties. Moreover, they have been subject to Defendant's common decisions, policies, practices, procedures and rules that willfully violate the FLSA.

45. At no time did Plaintiff or the Collective Class ever perform any executive, administrative, or professional duties that would weigh in favor of an exempt salaried employee.

46. Even if Defendant were to claim that Plaintiff or the Collective Class were exempt, Defendant failed to meet the salary test because Plaintiff and the Collective Class were not paid on a salary basis, and they were not paid at least \$23,600 per year (\$455 per week).

47. Further, the special overtime provisions available for hospital and residential care establishments under FLSA section 7(j) are inapplicable because the Plaintiff and the Collective Class were not employed by the facilities they serviced.

48. Nor could Plaintiff or the Collective Class be classified as independent contractors; and therefore, not subject to the FLSA's minimum wage and overtime requirements.

49. The Plaintiff and the Collective Class worked for Defendant on a full time and continuing basis and did not sell or advertise their services to the general public or work as contractors for anyone other than the above-named Defendant.

50. Plaintiff and Collective Class had no control over the manner and method by which they were paid.

51. Defendant retained the right to discharge Plaintiff and Collective Class without cause.

52. Plaintiff and Collective Class had no opportunity for profit and no risk of loss.

53. Plaintiff and Collective Class are clearly not exempt from the FLSA's minimum wage and overtime requirements.

54. Defendant's actions were not in good faith or based upon a reasonable belief that they were not violating applicable laws.

55. Aside from failing to pay Plaintiff minimum wage and overtime wages pursuant to the FLSA, Defendant also failed to pay her all the piece rate wages she incurred.

56. Upon hiring, Plaintiff and Defendant had a clear and mutual understanding that she would be paid on a piece rate basis for each skilled nursing unit or assisted living unit she completed.

57. The piece rate amounts were given to Plaintiff on a document entitled "CLIENT LIST" which provides the name, account number, and district of all of Defendant's clients and the amount of each piece rate that Plaintiff was to charge for her services at the particular facility.

58. One retirement home that Plaintiff serviced, Rolling Green Village, housed four different facilities: two facilities were skilled nursing facilities and two facilities were assisted living facilities. These different facilities and associated piece rate were noted to Plaintiff on the client list document.

59. Plaintiff was to receive Ten Dollars (\$10.00) per skilled nursing unit and Ten Dollars (\$10.00) per assisted living unit at Rolling Green Village.

60. Despite Plaintiff servicing all four units at Rolling Green Village, she was only paid her piece rate for the skilled nursing facilities and not the assisted living facilities.

61. In April of 2016, the month preceding Plaintiff's termination, Plaintiff applied for leave under the Family Medical Leave Act of 1993 ("FMLA") for a scheduled surgery on May 31, 2016.

62. On April 8, 2016, Plaintiff contacted Defendant's office in Spartanburg, South Carolina for the necessary leave request form to take time off work for her surgery. Defendant's employees at this location promised to fax this form to Plaintiff but never did. Plaintiff made at least four phone calls to this location inquiring about the leave requests form but was ultimately unsuccessful in acquiring such form.

63. On April 12, 2016, Plaintiff contacted her immediate supervisor via text message to acquire a leave request form. Plaintiff's supervisor promised to send her the leave request form later that evening but also failed at doing so.

64. After Plaintiff was unsuccessful in acquiring such forms from the office employees at the Spartanburg, South Carolina location and her immediate supervisor, she contacted Defendant's home office in Davie, Florida to acquire such form.

65. After receiving the leave request form from the home office employee, Plaintiff asked her supervisor via text where to send the completed documents. The supervisor indicated that all leave requests must be approved by her and she also mentioned that such leave may be covered by FMLA but that she would follow up with Defendant's Human Resource Department on this topic.

66. Plaintiff filled out the leave request form on April 14, 2016 indicating that she would be "out for surgery" and a need for "FMLA" leave. Plaintiff also indicated on this document that she placed it in her supervisor's mail receptacle. (See Exhibit E – Leave Request Form).

67. On April 16, 2016, Plaintiff sent her supervisor a text message to make sure her supervisor received the leave request form. Plaintiff's supervisor responded the next day and indicated that she received Plaintiff's mileage sheets but did not have the leave request form and told Plaintiff to refax the leave request form to her. (See Exhibit F – Text Messages between Plaintiff and Supervisor discussing Plaintiff's leave).

68. On April 19, 2016, Plaintiff received her FMLA certification form, OMB control number 1235-0003, from Defendant's H.R. Manager at Defendant's headquarters in Davie, Florida and was instructed to have her supervisor sign said form. On this same day, Plaintiff contacted her supervisor via text message to alert her that she needed to sign the FMLA certification form.

69. On April 25, 2016, Plaintiff asked again via text message about the FMLA paper work and what was needed for approval of such. Plaintiff's supervisor responded that she would let Plaintiff know.

70. On April 27, 2016, Plaintiff's supervisor asked, via text message, to meet with Plaintiff at the lab with the lab manager the following day. Plaintiff informed her supervisor that she could not meet the following day because she was working and had a doctor's appointment. To accommodate everyone's schedules, a meeting was set for Plaintiff, her supervisor, and lab manager on Tuesday, May 3, 2016.

71. During the April 27, 2016 text message exchange, Plaintiff asked again about the FMLA paperwork and received no reply. Plaintiff attempted to call her supervisor three times to inquire about the meeting and the FMLA paperwork but her supervisor ignored her calls.

72. On April 28, 2016, when it became clear to Plaintiff that her supervisor was ignoring her and was not going to respond to her inquiries about her FMLA leave, Plaintiff

pointedly asked her supervisor via text message; “Are you trying to fire me before my leave?” Plaintiff’s supervisor never responded.

73. On April 29, 2016, since a new month was approaching, Plaintiff asked her supervisor for the May calendar so she would be aware when she was on Stat duty. Plaintiff’s supervisor told Plaintiff that she was not finished making the May calendar. From April 29, 2016 to May 2, 2016 Plaintiff asked her supervisor via text message for the May calendar eight times. During this time Plaintiff had to be verbally told when she was working Stat duty.

74. On May 2, 2016, Plaintiff’s was working an A.M. Stat (7:00 a.m. – 2:45 p.m.) and was contacted by her supervisor via telephone at approximately 2:43 p.m. and was told to make a stat call. At the time she received the phone call, Plaintiff was on Pelham Road, the eastside of town, and was on her way to drop off a time sensitive sample to St. Francis Hospital in downtown Greenville.

75. Since the sample was time sensitive, i.e., had to be tested within thirty (30) minutes, Plaintiff could not divert from her destination and make the stat call. Plaintiff informed her supervisor of such and to contact the individual on P.M. Stat (2:45 p.m. – 10:45 p.m.).

76. The following day, May 3, 2016, Plaintiff had her meeting with her supervisor and the lab manager and was informed that she was being terminated for her actions the previous day when she failed to respond to the Stat call she received just prior to her shift ending.

77. Prior to her termination, Plaintiff’s last write-up for deficient performance was on December 29, 2015 for having a late turnaround time on her stats and for “Phlebotomy Error Recollects” whereby Plaintiff was accused of holding on to specimens too long before dropping them off at the hospital for testing.

78. Had Plaintiff diverted from dropping off the specimen at the hospital on May 2, 2016, she would have violated either of the items she was written up for on December 29, 2015.

79. The decision to terminate Plaintiff was clearly made prior to the May 2, 2016 incident for several reasons; First, the May 3, 2016 termination meeting was set the previous week and prior to the May 2, 2016 incident; Second, Plaintiff's supervisor avoided and ignored all calls and inquiries about the impending meeting; Third, Plaintiff's supervisor refused to give Plaintiff the May Stat calendar knowing that she would not need such because of her impending termination on May 3, 2016.

80. The decision to terminate Plaintiff was made around the middle part of April 2016, proximate to her request and exercise of her FMLA rights which was the reason she was terminated and any allegation of deficient work performance was merely a pretext to such cause.

81. In fact, Plaintiff's FMLA leave was approved by her doctor on May 4, 2016, the day after she was terminated. (See Exhibit G – FMLA approval).

**FIRST CLAIM FOR RELIEF**  
**FAIR LABOR STANDARDS ACT MINIMUM WAGE VIOLATIONS**  
**(29 U.S.C. § 206 et al)**  
**Collective Class**

82. Plaintiff, on behalf of herself and the Collective Class, re-alleges and incorporates by reference the paragraphs above as if they were set forth herein.

83. At all relevant times, Defendant has had gross revenues in excess of \$500,000.00.

84. At all relevant times, Defendant has been, and continues to be, an employer engaged in interstate commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

85. At all relevant times, Defendant has employed, and/or continues to employ, each of the Collective Class members within the meaning of FLSA.

86. By maintaining a policy that Plaintiff and the Collective Class must work beyond the scheduled A.M. Stat (7:00 a.m. – 2:45 p.m.) and paying a flat rate plus piece rate for this specific time but no wages for task attendant to the on call rotation stat, e.g., the last on call rotation stat and travel time to drop off last specimen, Defendant violated the FLSA, 29 U.S.C. §§ 201 *et seq.*

87. The time spent on the last stat on call rotation and travel to the specimen drop off was compensable time pursuant to 29 C.F.R. § 735.28, *Travel that all in a day's work*, and 29 C.F.R. § 785.17, *On-Call Time*. Despite such, Plaintiff was not compensated at a rate equal to \$7.25 per hour for this time.

88. Defendant violated, and continues to violate, the FLSA, 29 U.S.C. §§ 201 *et seq.* The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

89. Due to Defendant's FLSA violations, Plaintiff, on behalf of herself and the members of the Collective Class, are entitled to recover from the Defendant compensation for unpaid wages, an additional equal amount as liquidated damages, and reasonable attorneys' fees and costs of this action pursuant to 29 U.S.C. § 216(b).

**SECOND CLAIM FOR RELIEF**  
**FAIR LABOR STANDARDS ACT OVERTIME WAGE VIOLATIONS**  
**(29 U.S.C. § 207 et al)**  
**Collective Class**

90. Plaintiff, on behalf of herself and the Collective Class, re-alleges and incorporates by reference the paragraphs above as if they were set forth herein.

91. At all relevant times, Defendant has had gross revenues in excess of \$500,000.00.

92. At all relevant times, Defendant has been, and continues to be, an employer engaged in interstate commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

93. At all relevant times, Defendant has employed, and/or continues to employ each of the Collective Class members within the meaning of FLSA.

94. At all relevant times in the period encompassed by this Complaint, Defendant has and maintains a willful policy and practice of refusing to pay the proper overtime compensation for all hours worked in excess of forty (40) hours per workweek.

95. Further, Plaintiff was not provided any bona fide meal breaks of thirty (30) minutes or longer during her employment; therefore, no time for such breaks could be excluded from Plaintiff's working hours under 29 C.F.R. §785.19, *Bona fide meal periods*.

96. Defendant has violated, and continues to violate, the FLSA, 29 U.S.C. §§ 201 *et seq.* The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

97. Due to Defendant's FLSA violations, Plaintiff, on behalf of herself and the members of the Collective Class, are entitled to recover from the Defendant compensation for unpaid wages, an additional equal amount as liquidated damages, and reasonable attorneys' fees and costs of this action pursuant to 29 U.S.C. § 216(b).

**THIRD CLAIM FOR RELIEF**  
**VIOLATIONS OF MULTI-STATE WAGE PAYMENT LAWS**  
**Wage Payment Class**

98. Plaintiff, on behalf of herself and the members of the Wage Payment Class, re-alleges and incorporates by reference the paragraphs above as if they were set forth again herein.



99. During the time period relevant to this complaint, Defendant employed mobile phlebotomists in the United States including, but not limited to employees in the states; South Carolina, Florida, Ohio, Maryland, Michigan, Kentucky, Indiana, Illinois, Missouri, and North Carolina

100. At all relevant times, Defendant has employed, and/or continue to employ, Plaintiff and each of the Wage Payment Class members within the meaning of the South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10 to 110 (“PWA”) and various other wage payment acts. Plaintiff and the Wage Payment Class members are “employees” and are not free from the control and direction of Defendant.

101. Plaintiff and the Wage Payment Class worked for Defendant with the clear understanding and agreement by Defendant that their compensation would be consistent with all applicable laws, including federal and state wage and hour laws.

102. Pursuant to the PWA, “[a]n employer shall not withhold or divert any portion of the employee’s wages unless the employer is required or permitted to do so by state or federal law. . . .” S.C. Code Ann. § 41-10-40(C).

103. In addition to the PWA forbidding employers from diverting wages unless permissible under state and federal law, other states wage payments acts forbid this practice as well. These states include but are not limited to, the following: Ohio (Ohio Rev. Code Ann. § 4113.15 *et seq.*), Maryland (Md. Lab. & Emp. Code Ann. § 3-505 *et seq.*), Michigan (Mich. Comp. Laws §§ 408.474, 408.475 *et seq.*), Kentucky (Ky. Rev. Stat. Ann. § 337.055 *et seq.*), Indiana (Ind. Code § 22-2-9-1 *et seq.*), Illinois (820 Ill. Comp. Stat. 115/2 *et seq.*), Missouri (Mo. Ann. Stat. § 290.110 *et seq.*), and North Carolina (N.C. Gen. Stat. § 95.25.7 *et seq.*).

104. By way of diverting approximately twenty-five (25%) of the Plaintiff's and the Wage Payment Class' wages to mileage, Defendant clearly violated the FLSA's 29 C.F.R. § 778.216 concerning reasonable travel expenses.

105. The practice of unlawfully diverting and depressing the Plaintiff's and the Wage Payment Class's wages in violation of federal law also constitutes a violation the PWA and the wage payment acts mentioned above.

106. As a result of Defendant's unlawful policies and practices as set forth above Plaintiff and the members of the Wage Payment Class have been deprived of "wages" due and owing which Defendant promised to pay in its commitment to abide by applicable wage and hour laws and in violation of the PWA and various other wage payment act's mandate that no wages be withheld or diverted unless required or permitted under applicable law.

107. As a direct and proximate result of Defendant's conduct, Plaintiff and the Wage Payment Class have suffered substantial losses and have been deprived of compensation to which they are entitled, including monetary damages in the amount of three (3) times the unpaid wages as well as costs and reasonable attorneys' fees.

**FOURTH CLAIM FOR RELIEF**  
**PLAINTIFF SMITH'S INDIVIDUAL CLAIM FOR FMLA INTERFERENCE**  
**(29 U.S.C. § 2615(a)(1) et al)**

108. Plaintiff re-alleges and incorporates by reference all prior paragraphs in this Complaint as though repeated herein.

109. Defendant is a covered "employer" under the FMLA because it engages in commerce, or in an industry affecting commerce, who employs fifty (50) or more employees for each working day during each of twenty (20) or more twelve (12) calendar work weeks in the current or preceding calendar year. 29 U.S.C. § 2611(4)(A); 29 C.F.R. 13 § 825.104(d).

110. The Plaintiff is an “employee” for the purposes of FMLA because she was employed by the Defendant for at least twelve (12) months. 29 U.S.C. § 2611(2)(A).

111. “It shall be unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided under [FMLA].” 29 U.S.C. § 2615(a)(1).

112. Interference includes “not only refusing to authorize FMLA leave, but discouraging an employee from using such leave.” 29 C.F.R. § 825.220(b)

113. The Plaintiff asserts Defendant unlawfully interfered with her FMLA leave by failing to give her the proper leave request form and FMLA paperwork despite repeated attempts and by further ignoring her repeated inquiries about the FMLA paperwork.

114. The Plaintiff, therefore, is informed and believes she is entitled to judgment against the Defendant for full costs which would have otherwise been reimbursed by Defendant for employment, to include wages and employee benefits, together with Plaintiff’s costs and attorneys’ fees necessary in the bringing of this action and for such other liquidated or equitable damages as may be allowed by the statute.

**FIFTH CLAIM FOR RELIEF**  
**PLAINTIFF SMITH’S INDIVIDUAL CLAIM FOR FMLA**  
**RETALIATION/DISCRIMINATION**  
**(29 U.S.C. § 2615(a)(2) et al)**

115. Plaintiff re-alleges and incorporates by reference all prior paragraphs in this Complaint as though repeated herein.

116. The FMLA’s prohibition against “discrimination” prohibits employers from “using or taking FMLA leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions.” 29 U.S.C. § 2615(a)(1); 29 C.F.R. § 825.220(c).

117. As mentioned above, Plaintiff was lawfully entitled to exercise her rights under FMLA, and Plaintiff chose to take FMLA leave.

118. Additionally, Plaintiff was terminated from her employment the day before her FMLA leave was approved.

119. Based upon Plaintiff's repeated attempts to acquire the leave request form and FMLA paperwork and the proximity of the termination to her purported leave proves there is causal connection between the invocation of the rights under FMLA and her termination.

120. The Plaintiff, therefore, is informed and believes she is entitled to judgment against the Defendant for full costs which would have otherwise been reimbursed by Defendant for employment, to include wages and employee benefits, together with Plaintiff's costs and attorneys' fees necessary in the bringing of this action and for such other liquidated or equitable damages as may be allowed by the statute.

**SIXTH CLAIM FOR RELIEF**  
**PLAINTIFF SMITH'S INDIVIDUAL CLAIM FOR SOUTH CAROLINA PAYMENT OF**  
**WAGES ACT**  
**(S.C. Code Ann. §§ 41-10-10 to 110.)**

121. Plaintiff re-alleges and incorporates by reference all prior paragraphs in this Complaint as though repeated herein.

122. At all relevant times, Defendant employed Plaintiff within the meaning of the South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10 to 110 ("PWA").

123. Plaintiff worked for Defendant with the clear understanding and agreement by Defendant that her compensation would be consistent with all applicable laws, including federal and state wage and hour laws.

124. The South Carolina Payment of Wages Act defines "wages" to mean "all amounts at which labor rendered is recompensed, whether the amount is fixed or ascertained on a time,

task, piece, or commission basis, or other method of calculating the amount and includes vacation, holiday, and sick leave payments which are due to an employee under any employer policy or employment contract.” S.C. Code Ann. § 41-10-40(2).

125. As alleged above, Plaintiff was paid certain piece rate amounts per the facility she serviced while on her Morning Runs.

126. One particular facility on her Morning Runs was Rolling Green Village which housed two skilled nursing facilities and two assisted living facilities. Per her agreement with Defendant, Plaintiff was to receive Ten Dollars (\$10.00) per skilled nursing facility and Ten Dollars (\$10.00) per assisted living facility at Rolling Green Village.

127. Since February of 2015, Plaintiff serviced all four facilities at Rolling Green Village. Despite servicing all four facilities, Plaintiff was only paid for the two skilled nursing units and not the two assisted living units. As a result, Plaintiff was only paid Twenty Dollars (\$20.00) total when she should have been paid Forty Dollars (\$40.00).

128. Pursuant to the PWA, “[a]n employer shall not withhold or divert any portion of the employee’s wages unless the employer is required or permitted to do so by state or federal law. . . .” S.C. Code Ann. § 41-10-40(C).

129. Further, “any changes [to] the terms [of wages] must be made in writing at least seven calendar days before they become effective.” S.C. Code Ann. § 41-10-30(A).

130. Accordingly, Plaintiff is entitled to receive all compensation due and owing to her.

131. Plaintiff has made a formal demand for these monies and has filed a complaint with the South Carolina Department of Labor, Licensing, and Regulation who investigated her

claim found that Defendant had violated S.C. Code Ann. § 41-10-40(C) for failing to pay all wages due and owed. (See Exhibit H – Letter from SCLLR).

132. Further, since Plaintiff's termination, Defendant failed to pay Plaintiff all of her accrued vacation and sick leave which are a form of "wages" as discussed above.

133. Section 405 of Defendant's handbook entitled "Termination of Employment" explicitly states that "Accrued vacation is paid except if you are terminated for cause."

134. Plaintiff has alleged that she was terminated in violation of federal law, i.e., the FMLA; therefore, the "for cause" limitation does not limit Defendant's contractual obligation to pay Plaintiff her accrued vacation time.

135. As a result of Defendant's unlawful policies and practices as set forth above Plaintiff has been deprived of compensation due and owing which Defendant promised to pay in its commitment to abide by applicable wage laws and in violation of the PWA's mandate that no wages be withheld or diverted unless required or permitted under applicable law.

136. Defendant has withheld wages of the Plaintiff without providing advance notice of such amounts and absent any lawfully sufficient reason for such conduct.

137. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered substantial losses and has been deprived of compensation to which she is entitled, including monetary damages in the amount of three (3) times the unpaid wages as well as costs and reasonable attorneys' fees.

### **PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff prays judgment against the Defendant herein for relief specified above in this complaint together with:

- a. Designation of this action as a collective action on behalf of the Collective Class, and prompt issuance of notice pursuant to 29 U.S.C. § 216(b), apprising class members of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b);
- b. Designation of the action as a class action under Fed. R. Civ. P. 23 on behalf of the Wage Payment Class;
- c. Appointment of the undersigned as Class Counsel;
- d. Find that Defendant's FLSA violations were willful;
- e. An injunction against Defendant and its officers, agents, successors, employees, representative and any and all persons acting in concert with it, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein in the future;
- f. For *disgorgement* of revenues, profits and money unjustly earned from the unlawful practices;
- g. An award of unpaid minimum wages to Plaintiff and the members of the Classes;
- h. An award of unpaid overtime wages to Plaintiff and the members of the Classes;
- i. Restitution of wages improperly retained by Defendant;
- j. An award of liquidated damages to Plaintiff and members of the Classes;
- k. An award of treble damages to Plaintiff and members of the Classes to the extent permitted by S.C. Code Ann. § 41-10-80(C) and various other state wage payment acts;

- l. For all damages and equitable relief allowed to Plaintiff in her individual FMLA and SC PWA claims as the Court may deem just and proper to include back pay, compensatory damages, liquidated damages, and prejudgment interest;
- m. For reasonable attorneys' fees and costs under federal and/or state law; and
- n. For further relief as this Court may deem just and proper to include any sanctions or equitable relief within the discretion of the Court.

Respectfully Submitted,

S/John G. Reckenbeil

John G. Reckenbeil, Fed ID No. 7671

Lawrence E. McNair, III, Fed ID No. 11723

LAW OFFICE OF JOHN G. RECKENBEIL, LLC

215 Magnolia Street (29306)

P.O. Box 1633

Spartanburg, SC 29304

Telephone: (864) 582-5472

Fax: (864) 582-7280

Email: [john@johnreckenbeillaw.com](mailto:john@johnreckenbeillaw.com)

Dated: October 25, 2016

Spartanburg, South Carolina



# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION**

Gretchen Smith, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

American Health Associates, Inc.

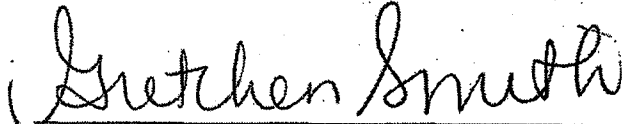
Defendants.

**CONSENT TO BE A PARTY TO  
A COLLECTIVE ACTION  
PURSUANT TO 29 U.S.C. § 216  
(JURY TRIAL DEMANDED)**

**CONSENT TO BECOME PARTY PLAINTIFF**

I consent and agree to pursue my claims for unpaid overtime and minimum wage through the lawsuit filed against the above named Defendant.

By my signature below, I authorize the filing and prosecution of the above-styled Fair Labor Standards Act/South Carolina Wage Payment Act action against the Defendant in my name and on my behalf of all others similarly situated effective this 13<sup>th</sup> day of October, 2016.



SIGNATURE (Sign your name here)



PRINTED NAME (Print your name here)

# EXHIBIT B

AMERICAN HEALTH ASSOCIATION, 1115  
SEVENTH STREET, N.W., WASHINGTON, D.C.

**五、**

**自強中學建校**

湖州长兴县新昌乡新昌村村委会

**Abstract**

### 总结

**◆ 中国城市竞争力**

**國際標準化組織**

**附錄三 國際標準**



**American Health Associates**

DNOP 800. MEM.  
1500071 @ 750

**5000**

~~CONFIDENTIAL~~

## ЗАКЛЮЧЕНИЕ

11	30	15
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5

**HISTOGRAM DAILY MILKING TEST**

NAME Stephen Smith  
 ADDRESS 10000 S. 1st St  
 CITY Phoenix  
 STATE AZ  
 ZIP 85001  
 PHONE 900

DATE 11/30  
 ACCOUNT 153756  
 COMMENTS  
 SPECIAL INSTRUCTIONS



RECEIVED 08/06/2015 12:17PM

ACTIVITY NAME	ASST	ARRIVE	DEPART	COMMENTS	DRAMA	REMARKS	COMMENTS	DROP OFF ADDRESS
<u>data record</u>	<u>5</u>							<u>15M / 1000</u>
<u>Woodlands</u>	<u>5630</u>	<u>1115</u>	<u>1138</u>	<u>153760</u>	<u>(2)</u>			<u>BC X 2</u>
<u>Barbara Harbin</u>		<u>1135</u>	<u>1135</u>	<u>153710</u>	<u>(1)</u>			<u>Barbara Harbin Ammonia / Urine PT</u>
<u>Rehab</u>	<u>5680</u>	<u>1100</u>	<u>1107</u>	<u>153712</u>	<u>(1)</u>			<u>Rehab</u>
<u>Hope</u>	<u>5592</u>	<u>1115</u>	<u>1131</u>	<u>153700</u>	<u>(1)</u>			<u>Rehab RGV Rehab Zehr</u>
<u>Mag 6</u>	<u>5628</u>	<u>1350</u>	<u>215</u>	<u>153704</u>	<u>(2)</u>	<u>(1)</u>		<u>Rehab LTD PT / INR 2906</u>
								<u>BC X (2) Hampton Canyon</u>
								<u>Drop off (Canyon Lab)</u>

[Signature]  
 CODE OF CONDUCT: I understand that I am responsible for the accuracy of the information I provide and for the proper use of the equipment. I agree to follow the rules and regulations of the facility and to maintain a safe and clean environment.

11/30/15

AMERICAN HEALTH ASSOCIATION, INC.  
1127 N. W. 10th St., Miami, Fla. 33136

通鑑

**伊101號機**

2020年12月25日

— 122 —

**DATE**

## Discussion

以爲此等文字最爲重要

**◆ 林林总总的“新”**



## American Health Associates

AGENCY NAME	ACTS	ARRIVE	DEPART	DECOMBATED	DEATH	PICUPS	COMMENTS / DROP OFF ACT/PHS
Diamond	415	415	15382	1	1		
MM	500	530	15388	2	0		
RGV	540	1039	15392	2	1		
Cascados	5512	0045	15394	2	1		Drop off 153960

**CONCLUSIONS**

CONFIDENTIAL

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

6/11/15

**代理 LICENSEE**

**CLASIFICACION**

**American Health Associates**

~~Am Stats~~

ACTIVITY NAME	ASST #	ARRIVE	DEPART	ORIGINATOR	TRAINING	PICKUP	COMMENT / DROP OFF ADDRESS
RGV	5512	1045	1100	1538	①	①	Bomf. Relab report
Fountain	5100	1137	1142	1538	①	①	202 Marchbanks
Lained B.	5102	1140	1140	1539	①	①	Ammonia Unit S. Dipper
Diamond	5102	1155	1200	1539	①	①	#608 H+H 1539
Hope		315	1330	1539	②		Johnson, Barbara

**DISCUSSION**

CONFIDENTIAL - SECURITY INFORMATION

2003年11月

2000

12/1/15





HUMANOIDITY DAILY MILITARY SHEET

AMERICAN HEALTH ASSOCIATES, INC.  
10000 WILSON AVENUE, SUITE 100  
DALLAS, TEXAS 75243-1000

DATE

TIME

REPORTING OFFICER

REPORTING OFFICER

DATE

TIME

REPORTING OFFICER



American Health Associates

AM BATS

ACTIVITY NAME	ACT #	ARRIVE	DEPART	DEPARTER	PICKUP	COORDINATE / DROP OFF ADDRESS
Seniors	2431	0100	0200	1540	①	Ula —
Farmers	500	100	1035	1040	①	Ammonia Unit 1 1200
De Seniors	0800	1050	1055	1040	①	Ammonia Ula 1200
Ula	511	125	125	13410	②	Ula PWR 1200 (not split) 1200
Label B	0181	1310	1310	13410	①	Jackie 521 (EBC) BMP
Label B	0182	1340	1345	13410	①	Unit 1

12/15

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9

HLEBOYOMIST DAILY MILKING SHEET

AMERICAN HEALTH ASSOCIATES, INC.  
10000 PINE BLVD, SUITE 100, FARMERSVILLE, TX 77834

NAME

*Shelton Smith*  
*CSU 17*

DATE

ORGANISM

SEROTYPE

ON CALL NUMBER

*12/3*

*154196*



American Health Associates

ADDRESS

PHONE NUMBER

CELL NUMBER

*1/14*

*700*

*Am Bats*

RECEIVED 08/06/2015 12:17PM

ACTIVITY NAME	ACCT#	ARRIVE	DEPART	CD CENTER	DEATH	PICKUP	COMMENTS	DROP OFF ADDRESS
Parkwood	980	838	0815	15405			Deliver Jug	
Diamond	5412	015	0830	15424	①	①	204 CBC Pump	Greene
Woodlands		1000	1010	15420	②		215 CBC BMP	Shoham
Lambert B.	5591	1030	1030	15428		①	ula 5 unit	St. Francis
Wood B.	5528	1150	1215	15428	①		Ammonia	DIAPYB 1230
Wood B.	5592	1245	1300	15460	①	②	unit 1 ula pump CRC	St. Francis
Wood B.	5630	1330	1330	15470	①		HURT 204D VAND 1200	prop 1350
Wood B.	5630	1410	1410	15480	①		Ammonia	204D VAND 1200
Wood B.	5630	1430	1430	15480			specimen wasn't ready	
Wood B.	5630	1525	1535	15490	①	①	unit 1 ula CBC	Goosby

STATION

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REMARKS

*[Signature]*

*12/3/15*

*prop 1600*  
*St Francis*

AFRICAN HONORARY OFFICERS, INC.  
1000 15th St. N.E. Washington, D.C. 20002

### **3.3.3.1**

保护生态环境

2017年12月25日

**名理 156 加印**

**242**

在 1980 年 8 月 28 日

### 第4章 数据库系统概论

### ● 勤勤快快的生活

**American Health Associates**

CONFIDENTIAL

2000年12月

安邦

# EXHIBIT C

8  
8Phlebotomy Uniform Dress Code

AHA Phlebotomists are required to be hygienically clean, neatly dressed, and present a professional appearance while performing clinical activities. Phlebotomists' uniform attire is limited to scrubs (uniform) and lab coats while on duty for AHA.

Appropriate footwear is required in all clinical settings. Closed-toe shoes that are soft-soled, such as tennis or similar shoes are acceptable; no sandals or flip-flops. AHA-issued Identification Badges must be displayed at all times. Visible body piercings must be removed and tattoos must not be visible. Hair must be clean and tied back.

Men should keep facial hair trimmed. If a male phlebotomist wears a mustache and/or beard, it must be kept clean and well groomed (No five o'clock shadow).

Phlebotomists must maintain the highest level of personal hygiene and are expected to bathe daily to avoid offensive body odor. In addition, phlebotomists should refrain from excessive use of make-up, perfumes, and/or aftershave cologne. Fingernails must be clean and kept at a reasonable length as not to interfere with venipuncture practice, and to minimize the risk of scratching patients and the transmission of disease. "Reasonable length" is defined as no more than 1/8" above the fingertip. Jewelry should be limited to wedding rings, wrist watches, and earrings that do not pose a risk of falling or dislodging from the ear.

Smoking, drug and alcohol use are strictly prohibited while on duty and/or while representing AHA, and care should be taken to avoid smelling of these substances.

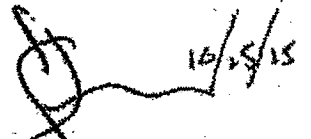
Schedules and Assignments

AHA's agreements with nursing homes, ALFs, physician offices, etc., clearly define the timeframes during which phlebotomists are allowed access to patients/residents for blood draws and pick-up of biological specimens. Specific A.M. time periods (typically between 4:00am and 6:30am) are designated for collection of routine blood draws, and AHA usually guarantees a 4 hour turn-around time for STAT blood draws for nursing home residents/patients. These time commitments are consistent with laboratory industry best practices, and provide sufficient time for specimens to be transported to the appropriate testing center, resultated, and reported to the ordering clinicians. Consequently, AHA phlebotomists are required to transport collected specimens to designated testing centers or drop-off sites, and all phlebotomists are required to comply with the terms of their route assignments, and adhere to the client facility time schedules to which AHA has agreed.

On-call rotation

AHA provides STAT and repeat testing to its contracted facilities, and relies on the phlebotomy team to meet expected turn-around times. AHA phlebotomists are required to participate in a rotating schedule to provide repeat and STAT venipuncture services; are responsible for transporting collected specimens to designated testing facilities; and complying with all documentation and communication requirements. AHA provides generous compensation for phlebotomists' participation in the on-call rotation, and requires that phlebotomists maintain functional cell phone service to respond to AHA's STAT call dispatches immediately, or within 15 minutes of the time that the AHA STAT dispatcher's call. AHA's Phlebotomy Supervisors are responsible for all aspects of the on-call rotation schedule.

Karen S Meifel  
10/15/15

 10/15/15

# EXHIBIT D

04/14/2016 11:52 9543491160

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AMERICAN HEALTH

PAGE 01/01

American Health Associates  
CLINICAL LABORATORIESHuman Resources Department  
15712 SW 41 Street, Suite 16  
Davie, FL 33331  
Tel: 954-919-5038 Fax: 954-365-5631**To Whom It May Concern:**

Please be advised that our Mobile/Traveling Phlebotomists are paid a contracted amount per nursing home visited on their assigned route. The amount paid for each visit is split 75/25 between Taxable Wages and Non-Taxable Reimbursement (identified as Skilled Travel, Travel Reimbursement, or Mileage) for using their own vehicle during the course of performing their duties. The phlebotomy pay and reimbursement can be found on the YTD Payroll Register or Pay Stub as:

**SKILLED FACILITY and SKILLED TRAVEL, REIMBURSEMENT, OR  
MILEAGE\***

*\*Please note that the Skilled Travel/ Travel Reimbursement/Mileage  
is shown as a negative number as taxes are not deducted for it.*

In addition, some phlebotomists may get a flat shift fee for working a STAT shift that can range from 4 to 12 hours. Some phlebotomists also work at a draw station and earn a straight hourly rate or have been assigned additional duties at a different rate of pay for hours worked at a patient care center or a laboratory.

When deducting insurance premiums, it is listed as a negative number under the wages because it is deducted on a pre-tax basis under IRS Section 125 and is considered Non-Taxable Income. The medical premium deductions can also be found on the Payroll Register or Pay Stub as:

**MED125  
YTD: -\$**

**NOTE:** The W-2 will only include taxable wages which are listed as **REGULAR, HOLIDAY, VACATION, and SKILLED TRAVEL** on the Payroll Register. It does not include the Skilled Travel portion of the net pay which is to be reported by the employee on the tax return along with a mileage log.

Please feel free to call Erika Tomaselli or Debbie Hardin in Payroll or me if you have more questions regarding payroll.

**Josefina Yon, Human Resources Manager**



# EXHIBIT E

# **AMERICAN HEALTH ASSOCIATES VACATION SICK LEAVE REQUEST FORM**

1) All vacation requests must be submitted in advance. Employees must ensure that proper coverage is provided during their absence. Employees must ensure that proper coverage is provided during their absence. Employees must ensure that proper coverage is provided during their absence.

2) Approval for sick leave must be provided by the supervisor. Employees must ensure that proper coverage is provided during their absence. Employees must ensure that proper coverage is provided during their absence. Employees must ensure that proper coverage is provided during their absence.

3) In the event of an emergency, employees must provide notification to the supervisor as soon as possible. Employees must ensure that proper coverage is provided during their absence. Employees must ensure that proper coverage is provided during their absence. Employees must ensure that proper coverage is provided during their absence.

Name: Gretchen Smith Today's Date: 4/14/16 (turned in Box) (not for surgery)

1st choice: Date of first day off: 5/27/16 Return to work: 4-6 weeks FMLA

2nd choice: Date of first day off: 5/29/16 Return to work: 4-6 weeks

Number of paid hours of VACATION:

Number of paid hours of SICK LEAVE:

Number of hours without pay:

<u>0</u>	Hours
<u>0</u>	Hours
	Hours

Number of holiday hours to be taken:

Which holiday is being used?

<u>0</u>	Hours
----------	-------

Memorial day  
5/30/16

use my sick time then whatever left over use vacation

**DO NOT FORGET TO ATTACH SUPPORTING DOCUMENTATION FOR SICK LEAVE.**

**THIS SECTION TO BE COMPLETED BY SUPERVISOR**

AVAILABLE: Vacation Hours/Sick Leave Hours: \_\_\_\_\_ (You can check with Payroll.)

Eligible Holiday: \_\_\_\_\_

Dates Approved: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**SUPERVISOR:**

Enter approved vacation/sick time on calendar.

Return a signed approved copy to employee & submit with Payroll.

If request is denied, notify employee ASAP.

# 2 week  
then I have short-term disability

# EXHIBIT F

To: Phlebotomy Job

Where are you at the bp

Qt always on Saturday  
Karen Meigel AHA Supervisor

I meant qt

Sat, Apr 16, 11:48 AM

I put my time off slip in your box

Just wanted to make sure you  
got it

I'll look for it  
Karen Meigel AHA Supervisor

It should of been in there with  
my other paperwork did you not  
get it

I have to go threw it..

To: Phlebotomy Job

---

Sun, Apr 17, 7:34 AM

Hello when you fax let me know  
I'll send you my hotel #

Karen Meigel AHA Supervisor

I prob will later today so I get all  
of them and I will send you  
yesterday's mileage too thanks

Ok I did not see your vacation  
request got your mileage  
sheets

Karen Meigel AHA Supervisor

It was not with it

It was in the front of your box

I personally put it in there

Refax it later

Karen Meigel AHA Supervisor

To: Phlebotomy Job

See not sure where this stuff goes

It's for may 27 for 4-6 weeks having surgery

Using sick time first and then the rest take out my vacation time for the rest to equal 2 weeks then I will use my short term disability

I'll speak with HR might have to take fmla

Karen Meigel AHA Supervisor

It should be covered by Fmla

Yes I'll talk with HR and let you know

Karen Meigel AHA Supervisor

Fmla should cover 12 weeks

To: Phlebotomy Job

Also refaxed time off

Sleeping will check in am  
Karen Meigel AHA Supervisor

Ok

Tue, Apr 19, 5:04 AM

I'm assuming you got all my  
stuff you never told me

Yes got back late  
Karen Meigel AHA Supervisor

I sent calendar and log sheets  
and time off

What did you find out about the  
time off

Nothing yet.

Karen Meigel AHA Supervisor

To: Phlebotomy Job

You got all that stuff right

Yes

Karen Meigel AHA Supervisor

Tue, Apr 19, 7:40 AM

Who did nhc mauldin

Not syre

Karen Meigel AHA Supervisor

Not syre

Karen Meigel AHA Supervisor

Tue, Apr 19, 11:49 AM

I need to get this paper from  
Joey for you to sign

What paper

Karen Meigel AHA Supervisor



To: Phlebotomy Job

Mon, Apr 25, 4:14 PM

Where do I need to send those papers in

I will let you know  
Karen Meigel AHA Supervisor

I need to get those soon

Wed, Apr 27, 7:11 PM

What do I need to meet in the lab for

You never told me about my Fmla paperwork

I will text or call you when I'm on my way, ty Have a good night  
Karen Meigel AHA Supervisor

To: Phlebotomy Job

I asked you why

I have to meet with you  
Karen Meigel AHA Supervisor

For what

What for I don't have time  
tomorrow so what do u need

I have been asking you about  
about the paperwork and you  
never respond

Have to talk with you tomorrow  
with john.  
Karen Meigel AHA Supervisor

I can't tomorrow

I'm working and have dr apt

To: Phlebotomy Job

I tried to call and message u  
several times if you need me

Thu, Apr 28, 4:53 AM

I have tried to call you several  
times

I have no calls from you.  
Karen Meigel AHA Supervisor

I just called u now

I need to know about my  
vacation time off

I'll call you in a little bit. I did  
not get a call from you.

Karen Meigel AHA Supervisor

P

Phlebotomy Job

To: Phlebotomy Job

---

Send Message

---

Share Contact

---

Add to Favorites

---

Block this Caller



**Phlebotomy Job**

Yesterday

7:27 PM

Outgoing Call

25 seconds

7:26 PM

Outgoing Call

25 seconds

mobile

(864) 420-3440



Notes

Send Message

---

Share Contact

---

Add to Favorites

To: Phlebotomy Job

I have called you three times

Idk I have no calls from you  
promise you I'll call you in a little  
bit ty

Karen Meigel AHA Supervisor

I need to know about my  
vacation time off

Why do you keep ignoring my  
messages about my time off

Are you trying to fire me before  
my leave

When I was hired you knew I  
was working another job so I  
schedule my other job around  
the hours that I work for this job.  
I have worked for this company  
for almost 2 years and I have  
asked you several times about

To: Phlebotomy Job

When I was hired you knew I was working another job so I schedule my other job around the hours that I work for this job. I have worked for this company for almost 2 years and I have asked you several times about different things and you tel me you will let me know and then I do my job everyday and I'm very responsible I don't understand why I'm being treated this way. And then you tell me late in the day yesterday that you needed to meet with me the next day but I have a work schedule and I can't accommodate that and you should try to arrange a time to meet with me and I have called several times and you haven't returned my calls and texts. I don't understand I'm trying to be difficult but I think

To: Phlebotomy Job

an employee and if you can't communicate with me to set up a time and to answer my questions. I'm a good employee and I do my job I just don't understand maybe that isn't what y'all want

Let me know what's a good time for you today in the lab to meet. If you can't meet today, I'll get back with you

Karen Meigel AHA Supervisor

Ok rinks

Where do i just email Joey about my papers and time off

What do you need to meet with me about

I haven't been notified that I



To: Phlebotomy Job

I haven't been notified that I have done any thing wrong so I'm asking assuming your wanting to write me up about something

Yes you Can  
Karen Meigel AHA Supervisor

Do you have May stat calendar

May 1 is Sunday and we have to turn in payroll Friday so I need to know today thanks

Not ready yet  
Karen Meigel AHA Supervisor

When will it be ready

Tomorrow  
Karen Meigel AHA Supervisor



To: Phlebotomy Job

---

Fri, Apr 29, 12:34 PM

Are you missing any of my  
mileage logs

About to send over payroll

Where can I fax payroll

Not sure

Will let you know over  
weekend. Fax #  
704-549-9708

Karen Meigel AHA Supervisor

Ok

I'm on stats tommorow so can I  
fax those into the same number

Do you have the calendar

I need to know if I have stats  
Sunday

To: Phlebotomy Job

Yes

Let me know when you send..  
Send to my attention.. Working  
on it..

Karen Meigel AHA Supervisor

Fri, Apr 29, 5:41 PM

Can you send me the stat  
calendar

When I'm done

Karen Meigel AHA Supervisor

When will that be

Sat, Apr 30, 4:04 PM

What # did you fax to

Karen Meigel AHA Supervisor

Karen Meigel AHA Supervisor

When will it be ready

To: Phlebotomy Job

Karen Meigel AHA Supervisor

When will it be ready

Tomorrow

Karen Meigel AHA Supervisor

Ok

Yesterday 12:34 PM

Are you missing any of my  
mileage logs

About to send over payroll

Where can I fax payroll

Not sure

Will let you know over  
weekend. Fax #

704-549-9708

Karen Meigel AHA Supervisor

Ok

At hotel I don't have yours  
Karen Meigel AHA Supervisor

Faxing now

To: Phlebotomy Job

704-549-9708

Karen Meigel AHA Supervisor

Ok

At hotel I don't have yours  
Karen Meigel AHA Supervisor

Faxing now

Send calendar

And send the meeting min

What meeting minutes you  
didn't go  
Karen Meigel AHA Supervisor

I know I need min for the  
meeting like what's it about or  
doesn't it concern me

Plus I couldn't go I had 5 stats

You don't need minutes We will

To: Phlebotomy Job

Oh ok

Can you send me the calendar

When I'm done  
Karen Meigel AHA Supervisor

Ok if you are going to need me  
to work I will have to know in  
advance sorry

Did you get fax

Did you get the fax

I have to go check  
Karen Meigel AHA Supervisor

Got It  
Karen Meigel AHA Supervisor

Sun, May 1, 9:21 AM

To: Phlebotomy Job

Ok

I will let you know when I fax

K

Karen Meigel AHA Supervisor

Sun, May 1, 11:08 AM

I heard there was going to be a  
pay decrease on stats

Was going to tell you at  
meetings. Starting tomorrow  
flat fee. 100.00 am shift and  
pm shift 50.00. No more extra -  
10.00

Karen Meigel AHA Supervisor

So we paid for mileage then

Because am stats on Greenville

To: Phlebotomy Job

That doesn't even pay enough  
10\$ hr and using car and using  
our own gas we basically are  
working for free

What about uto

That means they will be tuning  
us all over the place

So who can we voice our  
opinions on this

And pm are usually 70 or 80

That isn't fair I am not going to  
be able to work for that pay

I will let you know at our meeting  
Karen Meigel AHA Supervisor

Can I pick up some alf in the  
morning and not do state



To: Phlebotomy Job

Or more homes

I prob will only do weekends

We will talk at our meeting Do  
payroll. I have someone doing  
alf and facility are covered  
Karen Meigel AHA Supervisor

What about the new ones  
innsimpsonville

Ok send it to me in writing if  
your going to do prn  
Karen Meigel AHA Supervisor

I have 16 year exp I'm worth  
more than 10! And hour

What

So are they gonna pay for gas or  
mileage on stats



To: Phlebotomy Job

Well I haven't even told me about this

I found out on my own

No.

Karen Meigel AHA Supervisor

U just we're making me work stats and cutting pay until I met with u

I told you I wS going to tell you at our Meeting

Karen Meigel AHA Supervisor

Who can I talk to in corporate to voice my option because that is not fair

Ok so until then I'm assuming I work the same pay lol

To: Phlebotomy Job

No body has  
Karen Meigel AHA Supervisor

Ok I need it I work another job  
and I have to have it plus it's  
already may I turned mine in 2  
weeks ago

The fax went through

I'll send you Erika fax # send  
your stuff there please  
Karen Meigel AHA Supervisor

I already sent t

This hotel is having problems  
with there fax machine please  
send it to this # ty  
Karen Meigel AHA Supervisor

I'm sorry I'm on stats and I just

To: Phlebotomy Job

---

Ok who's that

Regional manager  
Karen Meigel AHA Supervisor

Yeah I would like to at least give  
my option if it doesn't matter

U can't keep experienced  
phlebotomist that way

Sun, May 1, 4:17 PM

I need a copy of the calendar

Sun, May 1, 9:00 PM

Hello when will you be faxing  
your weekend mileage  
Karen Meigel AHA Supervisor

In about to do it

To: Phlebotomy Job

It is there it should be coming through I have to go Florida just called me for another stat

You told me Friday you would send me a calendar am I not on s to know

ated stats

No body go  
Karen Meigs

So no one works stats next month ok lol

Let me know u have received my payroll

Total is 1520

To: Phlebotomy Job

---

Mon, May 2, 2:44 PM

It's 245 they need to call second shift I'm on my way to the hospital in traffic already with two stats

Called you at 240  
Karen Meigel AHA Supervisor

And I'm on stats

If that's not good fire me

Mon, May 2, 4:03 PM

I still haven't received any calendar for May if you need me to do stats I need to know if not I'm assuming I am not needed on stats

Mon, May 2, 9:07 PM

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To: Phlebotomy Job

Mon, May 2, 9:07 PM

I want be able to be at the meeting something came up will have to reschedule

I'm not gonna be able to work in the morning

Having family issues thanks

Tue, May 3, 8:40 AM

Having to deal with my son I'm gonna try to be at the lab

I faxed my payroll to Erika

Yesterday

Hello

I'll let you know.. I informed

To: Phlebotomy Job

I'll let you know.. I informed  
corp you cancel for today  
meeting  
Karen Meigel AHA Supervisor

Ok I will be there at 1 today you  
said with u and John

I will let you know  
Karen Meigel AHA Supervisor

Ok

I'm planning on being there so  
let me know ahead of time if  
otherwise

You never sent me the stats

Tue, May 3, 11:50 AM

I never heard back from you

# EXHIBIT G



**Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)**

**U.S. Department of Labor**  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 2/28/2015

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: phlebotomist Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: Gretchen Michelle Smith  
First Middle Last

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: Barry Bishop

Type of practice / Medical specialty: Surgeon

Telephone: (864) 295-4160 Fax: (864) 295-0445

1. Approximate date condition commenced: May 31, 2016

Probable duration of condition: 3 weeks

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

☒ No ☐ Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

May 31, 2016

Will the patient need to have treatment visits at least twice per year due to the condition? ☐ No ☒ Yes.

Was medication, other than over-the-counter medication, prescribed? ☐ No ☒ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

☒ No ☐ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ☒ No ☐ Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition? ☐ No ☒ Yes.

If so, identify the job functions the employee is unable to perform:

All

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

Breast hypertrophy with neck, shoulder and back  
Pain.

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ☒ No ☐ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: May 31, 2016 - June 21, 2016

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ☐ No ☒ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
☐ No ☒ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

May 31, 2016, June 7 then approx 3 wks, 3 months, yearly

Estimate the part-time or reduced work schedule the employee needs, if any: N/A

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ☒ No ☐ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
☐ No ☒ Yes. If so, explain:

If patient has postoperative complications - this is not known at this point

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days): See above

Frequency : \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

← Can't read



# EXHIBIT H

08/09/2016 10:51

8038967680

RECEIVED 08/09/2016 10:59AM  
OIE

PAGE 01/01

Nikki R. Haley  
GovernorRichele K. Taylor  
DirectorSouth Carolina  
Department of Labor, Licensing and RegulationDivision of Professional and Occupational Licensing  
Office of Investigations and Enforcement1100 Governor's Drive  
P.O. Box 11029  
Columbia, SC 29211-029  
Phone: (803) 896-4470  
FAX: (803) 896-4436

July 25, 2016

Gretchen M. Smith  
144 Stokes Road  
Simpsonville, SC 29681Re: American Health Associates  
Case No.: 2016-679

Dear Ms. Smith:

The Department of Labor, Licensing and Regulation (Department) through its Office of Investigations and Enforcement has completed the investigation of your complaint against the above-referenced employer.

A warning was issued to the employer for failing to provide written notice to their employees as required under S.C. Code Ann. § 41-10-30. The employer will have thirty days to make the needed changes. Any subsequent violations will result in monetary fines being issued by this office.

A citation will be issued for violations under the S.C. Payment Statute, S.C. Code Ann. § 41-10-40, for failing to pay all wages to you and/or other employees as required under the law. Specifically, the investigation revealed that \$640.00 wages were due to you.

You may pursue legal action in court under S.C. Code Ann. § 41-10-80(C) of the S.C. Payment Statute. This section of the law allows for triple unpaid wages, court cost and reasonable attorney fees.

The Department has officially closed this file. If you have any questions, please feel free to contact me.

Sincerely,

Serrena Swartz  
Investigator  
(803) 896-4506  
serrena.swartz@llr.sc.gov

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Suit Filed Against American Health Associates Over FLSA Violations](#)

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