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Superior Court of California
County of Los Angeles

MAY 14 2020

Sherri R. Carter, Executive Officer/Clerk of Court

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JONATHAN MARTIS

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JONATHAN MARTIS, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State
of California and other aggrieved employees,

Plaintiffs,

vs.

RESCUE SERVICES INTERNATIONAL,
LTD., a California corporation, MEDIC-1
AMBULANCE SERVICE, INC., a California
corporation; RSI/MEDIC-1 and DOES 1-20,

Defendants.

Case No.: 20STCV11133

FIRST AMENDED COMPLAINT FOR:

(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§2698, et seq.

BY FAX

1 Plaintiff JONATHAN MARTIS ("Plaintiff"), as an aggrieved employee and on behalf of
2 all other similarly aggrieved employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General Act
5 of 2004, California Labor Code 2698 *et seq.* ("PAGA") to recover civil penalties on behalf of
6 Plaintiff, the State of California, and other current and former aggrieved employees who worked
7 for Defendants RESCUE SERVICES INTERNATIONAL, LTD., MEDIC-1 AMBULANCE
8 SERVICE, INC., RSI/MEDIC-1 and the DOES 1-20 (herein after collectively referred to as
9 "Defendants") in California as non-exempt, hourly-paid employees who received at last one wage
10 statement, and against whom one or more violations of any provisions in Division 2 Part 2 Chapter
11 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial
12 Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint.

13 2. This Court has jurisdiction over this action pursuant to the California Constitution,
14 Article VI, section 10. The statute under which this action is brought does not specify any other
15 basis for jurisdiction. Additionally, This Court has jurisdiction over Defendants' violations of the
16 California Labor Code because the amount in controversy exceeds this Courts jurisdictional
17 minimum.

18 3. Venue as to each Defendant is proper in this judicial district pursuant to California
19 Code of Civil Procedure §§395(a) and 395.5, as at least some of the acts and omissions complained
20 of herein occurred in the County of Los Angeles. Further, at all times relevant herein Defendants
21 maintained offices and conducted business within the County of Los Angeles.

22
23 **PARTIES**

24 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
25 Plaintiff was, and currently is, a California resident. During the relevant period, Plaintiff was
26 employed by Defendants as an hourly non-exempt employee. Plaintiff was, and is, a victim of
27 Defendants' policies and/or practices complained herein, lost money and/or property, and has been
28 deprived of the rights guaranteed to him by California Labor Code §§201, 202, 203, 204, 226 *et*

1 *seq.*, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and Wage Order No. 9, which
2 sets employment standards for the transportation industry; and Los Angeles Minimum Wage
3 Ordinance §187.02 and Los Angeles County Code §8100 *et seq.*

4 5. During the relevant period, Defendants did (and do) business as a provider of
5 ambulance transportation throughout the County of Los Angeles, including basic life support
6 transport, advanced life support transport, critical care transport, neonatal transport, bariatric
7 transport and event standby, with their headquarters in the County of Los Angeles and State of
8 California, and employed Plaintiff in the State of California, and, therefore, were (and are) doing
9 business in the County of Los Angeles and the State of California.

10 6. Plaintiff is informed and believes, and therefore alleges, that at all times mentioned
11 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
12 were the employers of Plaintiff.

13 7. Plaintiff does not know the true names, capacities, relationships and/or extent of
14 participation of Defendants DOES 1 through 20, inclusive, in the conduct alleged in this
15 Complaint. For that reason, Defendants DOES 1 thorough 20, inclusive, are sued under such
16 fictitious names. Plaintiff prays for leave to amend this Complaint when the true names and
17 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
18 fictitiously named defendant is and was responsible in some way for the alleged wage and hour
19 violations and other wrongful violations which subjected Plaintiff and similarly aggrieved
20 employees, to the illegal employment practices, wrongs and injuries complained of herein. All
21 references in this Complaint to "Defendants" shall be deemed to include all DOE Defendants.

22 8. At all times herein mentioned, each of said Defendants participated in the doing of
23 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
24 Defendants, and each of them, were the agents, servants, and employees of each and every one of
25 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
26 were acting within the course and scope of said agency and employment. Defendants, and each of
27 them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions
28 complained of herein.

1 9. At all times mentioned herein, Defendants, and each of them, were members of and
2 engaged in a joint venture, partnership, and common enterprise, and acted within the course and
3 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and similarly
5 aggrieved employees.

6 10. Under California law, Defendants are jointly and severally liable as employers for
7 the violations alleged herein because they have each exercised sufficient control over the wages,
8 hours, working conditions, and employment status of Plaintiff and similarly aggrieved employees.
9 Each Defendant had the power to hire and fire Plaintiff and other similarly aggrieved employees,
10 supervised and controlled their work schedules and/or conditions of employment, determined their
11 rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff
12 and similarly aggrieved employees to work and/or “engaged” Plaintiff and similarly aggrieved
13 employees so as to create a common-law employment relationship. As joint employers of Plaintiff
14 and other similarly aggrieved employees, Defendants are jointly and severally liable for the civil
15 penalties and all other relief available to Plaintiff and other similarly aggrieved employees under
16 the law.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 11. Plaintiff was hired by Defendants as a non-exempt, hourly-paid employee in
19 approximately February 2018. Plaintiff worked for Defendants in the field driving an ambulance.
20 Plaintiff’s duties included, but were not limited to, transporting sick or injured individuals.

21 12. On October 14, 2019, Plaintiff notified Defendants that he was resigning and his
22 last day of employment would be October 25, 2019. Despite having more than 72 hours’ notice
23 of Plaintiff’s last day of employment, Defendants failed to pay him his final wages on October 25,
24 2019. Instead, Defendants waited until November 7, 2019 to send Plaintiff his final wages.

25 13. While working with Defendants, Plaintiff frequently worked over 40 hours a week
26 or over 8 hours in a workday.

27 14. Upon information and belief, throughout Plaintiff’s employment with Defendants
28 he and similarly aggrieved employees regularly used their personal cellular phones, without

1 reimbursement for one or more of the following reasons: (1) to receive calls from, and make calls
2 to, supervisors while out in the field; (2) at the direction of Defendants' dispatch operators who
3 regularly directed them to call the company's landline phones (e.g. dispatch regularly has
4 employees call in to receive their meal periods); and (3) to use the navigation functions on their
5 phones to locate their destinations while out in the field. The use of personal cellular phones by
6 Plaintiff and similarly aggrieved employees was known to Defendants, which created a company
7 culture of personal cellular phone use necessitated by a lack of functioning company equipment
8 and/or because it was simply easier and more expedient to reach employees on their personal
9 cellular phones while out in the field. Defendants knowingly and intentionally failed to reimburse
10 Plaintiff and similarly aggrieved employees for their cellular phones or phone-plans.

11 15. While working with Defendants, Plaintiff and similarly aggrieved employees were
12 required to work in the county and city of Los Angeles. Upon information and belief, Defendants
13 were required to pay Plaintiff and similarly aggrieved employees the county and city minimum
14 wage rate but knowingly did not. Specifically, the "local" minimum wages for the city of Los
15 Angeles and Los Angeles County are set by the Los Angeles Minimum Wage Ordinance §187.02
16 and Los Angeles County Code §8.100 *et seq.*, respectively, during Plaintiff's employment. These
17 "local" minimum wages were higher than the minimum wage set by the California Industrial
18 Welfare Commission's Wage Order No. 9, set the minimum wage rate for Plaintiff and similarly
19 aggrieved employees for all hours worked for Defendants.

20 16. Upon information and belief, Defendants required Plaintiff and similarly aggrieved
21 employees to be "on call" during every hour of the day, including times when they were sleeping.
22 During this "on call" period, Plaintiff and similarly aggrieved employees were required to keep
23 their personal cell phone on; and be ready to wake up if Defendants needed them to work. The
24 "on call" time required by Defendants limited Plaintiff's and the similarly aggrieved employees'
25 ability to spend their free time as they saw fit. What's more, upon information and belief,
26 Defendants knowingly failed to pay Plaintiff and similarly aggrieved employees for their "on-call"
27 time while not at work. On information and belief, Defendants also failed to pay Plaintiff and
28 other similarly aggrieved employees for "off the clock" work, which included, but is in no way

1 limited to, having employees answer and return calls to discuss work related matters and address
2 issues arising on shifts they were not working.

3 17. Defendants policy and practice is to inform its employees when they are permitted
4 to take their meal periods, i.e. employees cannot take a meal period until Defendants permits them
5 to. Upon information and belief, in administering said policy, Defendants regularly failed to
6 provide Plaintiff and other similarly aggrieved employees with all required and compliant meal
7 periods. This was due, in part, to the work demands and practices imposed on Plaintiff and other
8 similarly aggrieved employees. Upon information and belief, Defendants knowingly violated the
9 meal period rights of Plaintiff and similarly aggrieved employees in one or more of the following
10 ways: (1) regularly scheduling meal periods in the first or last hour of shifts; (2) failing to space
11 meal periods at least two hours apart; (3) failing to provide second and third meal periods to
12 employees working the 24 hour shift; (4) failing to provide a second meal period to 12 hour shift
13 employees who did not sign a second meal period waiver; (5) failing to provide a second meal
14 period to 12 hour shift employees who did sign a second meal period waiver, but worked over 12
15 hours during their shift; (6) regularly failing to provide meal periods by the fifth hour; (8) regularly
16 interrupting meal periods; and (7) in some cases failing to provide any meal period at all.

17 18. Defendants policy and practice is to inform its employees when they are permitted
18 to take their rest breaks, i.e. employees cannot take a rest break until Defendants permit them to
19 do so. Upon information and belief, in administering said policy, Defendants knowingly regularly
20 failed to provide Defendant and similarly aggrieved employees with all required and compliant
21 rest breaks. This was due, in part, to the work demands and practices imposed on Defendants and
22 similarly aggrieved employees. Upon information and belief, Defendants violated the rest break
23 rights of Defendant and similarly aggrieved employees in one or more of the following ways: (1)
24 failing to provide full ten (10) minute rest breaks; (2) failing to provide any rest breaks during a
25 shift; (3) failing to provide uninterrupted ten (10) minute rest breaks; and (4) failing to provide the
26 legally required amount of rest breaks in a shift.

27 19. As a result of Defendants' illegal practices alleged herein on information and belief,
28 Defendants failed to pay for all hours worked; Defendants failed to pay the correct minimum wage;

1 Defendants failed to provide legally compliant meal periods/rest breaks and failed to pay all meal
2 period or rest break premiums; Defendants maintained an inaccurate payroll record and issued
3 inaccurate wage statements; Defendants failed to reimburse for expenses incurred by its employees
4 as part of their job duties; and Defendants failed to timely pay all wages due at termination.

5 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
7 advisors knowledgeable about California labor and wage law, employment and personnel
8 practices, and about the requirements of California law.

9 21. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
10 similarly aggrieved employees were not paid for all hours worked because all hours worked were
11 not recorded.

12 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other similarly aggrieved employees were entitled to receive
14 certain wages pursuant to city and county minimum wage laws and that they were not receiving
15 said wages.

16 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other similarly aggrieved employees were entitled to receive
18 reimbursement for the use of their personal cellular phones, used as a direct consequence of the
19 discharge of their duties working for Defendants, and that they were not receiving said
20 reimbursements.

21 24. Plaintiff is informed and believes, and thereon on alleges that Defendants knew or
22 should have known that Plaintiff and other similarly aggrieved employees were entitled to receive
23 an additional hour of pay for missed and/or non-compliant meal periods and that they were not
24 receiving said additional pay.

25 25. Plaintiff is informed and believes, and thereon on alleges that Defendants knew or
26 should have known that Plaintiff and other similarly aggrieved employees were entitled to receive
27 an additional hour of pay for missed and/or non-compliant rest breaks and that they were not
28 receiving said additional pay.

1 26. Plaintiff is informed and believes, and there alleges, that Defendants knew or
2 should have known that Plaintiff and other similarly aggrieved employees were entitled to receive
3 at least minimum wages for compensation and that they were not receiving at least minimum
4 wages for "on call time" and for work that was required to be done off-the-clock. In violation of
5 the California Labor Code, Plaintiff and other similarly aggrieved employees were not paid at least
6 minimum wage for off-the-clock work.

7 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other similarly aggrieved employees were entitled to timely
9 payment of all wages earned upon termination of employment. In violation of the California labor
10 Code, Plaintiff and other similarly aggrieved employees did not receive payment of all wages due
11 at the end of their employment with Defendants.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other similarly aggrieved employees were entitled to timely
14 payment of wages during their employment. In violation of California Labor Code, Plaintiff and
15 other similarly aggrieved employees did not receive payment of all wages, timely, during their
16 employment.

17 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
19 and other similarly aggrieved employees for all hours worked, and that Defendants had the
20 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do
21 so, and falsely represented to Plaintiff and other similarly aggrieved employees that they were
22 properly paid wages, all in order to increase Defendants' profit.

23 30. At all times herein set forth, PAGA provides that any provision of law under the
24 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
25 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
26 Order may, as an alternative, be received by aggrieved employees in a civil action brought on
27 behalf themselves and other current or former employees pursuant to the procedures outlined in
28 California Labor Code section 2699.3.

1 31. PAGA defines “aggrieved employee” in Labor Code section 2699(c) as “any person
2 who was employed by the alleged violator and against whom one or more of the alleged violations
3 was committed.”

4 32. Plaintiff and other current and former California employees of Defendants are
5 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all Defendants’
6 current or former California employees and one or more of the alleged violations were committed
7 against them.

8 33. Pursuant to California Code Section 2699.3 and 2699.5, an aggrieved employee,
9 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
10 have been met:

- 11 a. The aggrieved employee or representative shall give written notice by online filing
12 with the LWDA and by certified mail to the employer of the specific provisions of
13 the California Labor Code alleged to have been violated, including the facts and
14 theories to support the alleged violation.
- 15 b. An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and
16 any employer response to that notice shall be accompanied by a filing fee of
17 seventy-five dollars (\$75)
- 18 c. The LWDA shall notify the employer and the aggrieved employee or representative
19 by certified mail that it does not intend to investigate the alleged violation
20 (“LWDA’s Notice”) within sixty (60) calendar days of the postmark date of the
21 aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA
22 Notice is provided within sixty-five (65) calendar days of the postmark date of the
23 aggrieved employees notice, the aggrieved employee may commence a civil action
24 pursuant to the California Labor Code section 2699 to recover civil penalties.

25 34. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
26 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
27 other than those listed in Section 2699.5 after the following requirements have been met:
28

- 1 a. The aggrieved employee or representative shall give written notice by online filing
2 with the LWDA and by certified mail to the employer of the specific provisions of
3 the California Labor Code alleged to have been violated (other than those listed in
4 Section 2699.5), including the facts and theories to support the alleged violation.
- 5 b. An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and
6 any employer response to the notice shall be accompanied by a filing fee of seventy-
7 five dollars (\$75).
- 8 c. The employer may cure the alleged violation within thirty-three (33) calendar days
9 of the postmark date of the notice sent by the aggrieved employee or representative.
10 The employer shall give written notice within that period of time by certified mail
11 to the aggrieved employee or representative and by online filing with the LWDA if
12 the alleged violation is cured, including a description of the actions taken, and no
13 civil action pursuant to Section 2699 may commence. If the alleged violation is not
14 cured within the 33-day period, the aggrieved employee may commence a civil
15 action pursuant to Section 2699.

16 35. On February 21, 2020, Plaintiff provided written notice by online filing to the
17 LWDA and by Certified Mail to Defendants RESCUE SERVICES INTERNATIONAL, LTD.,
18 MEDIC-1 AMBULANCE SERVICE, INC. and RSI/MEDIC-1 of the specific provisions of the
19 California Labor Code alleged to have been violated, including facts and theories to support the
20 alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
21 notice was accompanied with the applicable filing fees of seventy-five dollars (\$75). The same
22 day, the LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
23 Plaintiff Case Number LWDA-CM-774075-20.

24 36. On April 16, 2020, Plaintiff sent an amended written notice by online filing to the
25 LWDA and by Certified Mail to Defendants RESCUE SERVICES INTERNATIONAL, LTD.,
26 MEDIC-1 AMBULANCE SERVICE, INC. and RSI/MEDIC-1 of the specific provisions of the
27 California Labor Code alleged to have been violated, supplementing and clarifying the facts and
28 theories and to support the alleged violations set forth in the original LWDA notice, in accordance

1 with California Labor Code section 2699.3. True and correct copies of Plaintiff's written notices
2 to the LWDA and Defendants dated February 21, 2020 and April 16, 2020 are attached hereto as
3 "Exhibit 1" and "Exhibit 2", respectively.

4 37. As of the filing date of this complaint, over 65 days have days have passed since
5 Plaintiff sent his initial notice described above to the LWDA, and the LWDA has not responded
6 that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

7 38. Plaintiff has satisfied the administrative prerequisites under California Labor Code
8 section 2699.3(a) and 2699.3(c) to recover penalties against Defendants for violations of Labor
9 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198
10 and 2802

11 39. Defendants, at all relevant times to this complaint, were employers or persons
12 acting on behalf of an employer(s) who violated Plaintiff's and other similarly situated aggrieved
13 employees' rights by violating various sections of the California Labor Code as set forth above.

14 40. As set forth below, Defendants have violated provisions of both the Labor Code
15 sections regulating hours and days of work as well as the applicable IWC Wage Order.

16 41. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
17 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney
18 general, seeks assessment and collection of civil penalties for himself, all other similarly aggrieved
19 employees, and the state of California against Defendants for violations of California Labor Code
20 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198 and
21 2802.

22 FIRST CAUSE OF ACTION

23 For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.*

24 (By Plaintiff on Behalf of the State of California and Aggrieved Employees Against all
25 Defendants)

26 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
27 every allegation set forth above.

1 43. California Labor Code §§ 2698, et seq. (“PAGA”) permits Plaintiff to recover civil
2 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5.
3 Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
4 1174(d), 1194, 1197, 1197.1, 1198 and 2802.

5 44. Defendants’ conduct, as alleged herein, violates numerous sections of the
6 California Labor Code, including, but not limited to the following:

7 **FAILURE TO PAY MINIMUM WAGES**
8 **VIOLATION OF LABOR CODE SECTIONS 204, 1182.12, 1194, 1197, 1197.1, 1198, LOS**
9 **ANGELES COUNTY CODE, § 8100 et seq. AND LOS ANGELES MINIMUM WAGE**
10 **ORDER §187.02**

11 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 46. Wage Order 9, §4; and California Labor Code §§1197 and 1182.12, establish the
13 right of employees to be paid minimum wages for all hours worked. Labor Code §1197,
14 specifically states “[t]he minimum wage for employees fixed by the commission or by any
15 applicable state or local law, is the minimum wage to be paid to employees, and the payment of a
16 lower wage than the minimum so fixed is unlawful. This section does not change the applicability
17 of local minimum wage laws to any entity.”

18 47. The State minimum wage is set by Wage Order 9, §4; however, the minimum wage
19 applicable in unincorporated areas of the county of Los Angeles is set by the Los Angeles County
20 Code, § 8100 et seq, i.e. a “local minimum wage”. Los Angeles County Code §8.100.040 states
21 that “[f]or each hour worked within the unincorporated areas of the County, an Employer shall pay
22 its Employee no less than the hourly rates set forth below: 1. Employers with twenty-six (26) or
23 more Employees shall pay Employees a wage of no less than the following hourly rates: a. On July
24 1, 2016, the hourly wage shall be \$10.50; b. On July 1, 2017, the hourly wage shall be \$12.00; c.
25 On July 1, 2018, the hourly wage shall be \$13.25; d. On July 1, 2019, the hourly wage shall be
26 \$14.25; e. On July 1, 2020, the hourly wage shall be \$15.00. 2. Employers with twenty-five (25)
27 or fewer Employees shall pay Employees a wage of no less than the following hourly rates: a. On
28 July 1, 2017, the hourly wage shall be \$10.50; b. On July 1, 2018, the hourly wage shall be \$12.00;

1 c. On July 1, 2019, the hourly wage shall be \$13.25; d. On July 1, 2020, the hourly wage shall be
2 \$14.25; e. On July 1, 2021, the hourly wage shall be \$15.00.”

3 48. Another “local” minimum wage is set by the Los Angeles Minimum Wage
4 Ordinance §187.02., which states “A. Employers with 26 or more Employees shall...pay a wage
5 of no less than the hourly rates set forth: B. On July 1, 2016, the hourly wage shall be \$10.50. 1.
6 On July 1, 2017, the hourly wage shall be \$12.00. 2. On July 1, 2018, the hourly wage shall be
7 \$13.25. 3. On July 1, 2019, the hourly wage shall be \$14.25. 4. On July 1, 2020, the hourly wage
8 shall be \$15.00. 5. Employers with 25 or fewer Employees shall...pay a wage of no less than the
9 hourly rates set forth: C. On July 1, 2017, the hourly wage shall be \$10.50. 1. On July 1, 2018, the
10 hourly wage shall be \$12.00. 2. On July 1, 2019, the hourly wage shall be \$13.25. 3. On July
11 1, 2020, the hourly wage shall be \$14.25. 4. On July 1, 2021, the hourly wage shall be \$15.00.”

12 49. At all times during the relevant period., the “local” minimum wages as set by the
13 Los Angeles County Code, § 8100 *et seq.* and the Los Angeles Minimum Wage Ordinance
14 §187.02 were higher than the State minimum wage set by IWC Wage Order 9.

15 50. Pursuant to Labor Code §204, “All wages...earned by any person in any
16 employment are due and payable twice during each calendar month, on days designated in advance
17 by the employer as the regular pay days.”

18 51. As stated, on information and belief, during the relevant time period, Defendants
19 knowingly and willfully failed to Plaintiff and/or other similarly aggrieved employees the
20 applicable “local” minimum wages for work performed in the county and city of Los Angeles.

21 52. As stated, on information and belief, Defendants also required Plaintiff and
22 similarly aggrieved employees to be “on call” during every hour of the day, including times they
23 were sleeping. During this “on call” period, Plaintiff and similarly aggrieved employees were
24 required to keep their cell phones on and ready to wake them up if Defendants needed them.
25 Defendants failed to compensate Plaintiff and the similarly aggrieved employees by paying them
26 at least their minimum wages for their time that was “on call”.

27 53. As stated, on information and belief, Defendants failed to pay Plaintiff and the
28 similarly aggrieved employees for “off the clock work”, which included, but is in no way limited

1 to, having employees answer and return calls to discuss work related matters and address issues
2 arising on shifts they were not working.

3 54. Defendants failure to pay Plaintiff and other similarly aggrieved employees the
4 applicable minimum wages for work performed during the relevant period violates California
5 Labor Code sections 204, 1182.12, 1194, 1197, 1197.1 and 1198. Plaintiff and similarly aggrieved
6 employees are entitled to recover civil penalties pursuant to Labor Code section 2699(a), (f)-(g).

7 **MEAL PERIOD VIOLATIONS**

8 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7, 512(a), 885, 886 AND 1198)**

9
10 55. California Labor Code §§ 226.7, 512(a) and 1198 and the applicable IWC Wage
11 Order 9 require employers to provide meal and rest breaks and to pay an employee one (1)
12 additional hour of pay at the employee's regular rate for each work day that a meal or rest period
13 is not provided. Pursuant to Labor Code §§ 226.7 and 512(a) and the applicable IWC Wage
14 Order, an employer may not require, cause or permit an employee to work for a period of more
15 than five (5) hours per day without providing the employee with an uninterrupted meal period of
16 not less than thirty (30) minutes, except that if the total work period per day of the employee is
17 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
18 and the employee. Under California law, first meal periods must start after no more than five
19 hours. Brinker Rest. Corp. v. Superior Court, 53 Cal. 4th 1 004, 1 041-1042 (Cal. 2012). Labor
20 Code §§ 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide
21 a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours
22 per day or to pay an employee one (1) additional hour of pay at the employee's regular rate,
23 except that if the total hours worked is no more than twelve (12) hours, the second meal period
24 may be waived by mutual consent of the employer and the employee only if the first meal period
25 was not waived. For employees working a 24 hour shift, employees are entitled to at least a third
26 thirty minute meal period (Id.)

27 56. Labor Code §885 states that "(a) all emergency ambulance employees are hereby
28 entitled to meal and rest periods as prescribed elsewhere by the Industrial Welfare Commission.

1 (b) Emergency ambulance employees shall be compensated at their regular hourly rate of pay
2 during meal and rest periods.”

3 57. Labor Code §886 states:

4 “(a)(1) An emergency ambulance provider shall not require an emergency ambulance
5 employee to take a meal period during the first or last hours of a work shift and must
6 allow an every ambulance employee to space multiple meal periods during a work shift at
7 least two hours apart.

8 (2) An emergency ambulance provider shall manage staffing at levels sufficient to
9 provide enough inactivity in a work shift for emergency ambulance employees to meet
10 the requirements of this subdivision.

11 (3) Any meal period that does not comply with paragraph (1) or subdivision (a) shall not
12 be counted towards the meal periods an employee is entitled to during his or her shift.”

13 58. As stated, on information and belief, during the relevant time period, Defendants
14 regularly failed to provide Plaintiff and other similarly aggrieved employees with all required and
15 compliant meal periods by: (1) regularly scheduling meal periods in the first or last hour of shifts;
16 (2) failing to space meal periods at least two hours apart; (3) failing to provide second and third
17 meal periods to employees working the 24 hour shift; (4) failing to provide a second meal period
18 to 12 hour shift employees who did not sign a second meal period waiver; (5) failing to provide a
19 second meal period to 12 hour shift employees who did sign a second meal period waiver, but
20 worked over 12 hours during their shift; (6) regularly failing to provide meal periods by the fifth
21 hour; (8) regularly interrupting meal periods; and (7) in some cases failing to provide any meal
22 period at all. Defendant and similarly aggrieved employees did not receive meal period premium
23 wages for their failure to provide complaint meal periods as described above.

24 59. Defendants failure to provide legally compliant meal periods to Plaintiff and other
25 similarly aggrieved employees as stated above violates California Labor Code sections 226.7,
26 512(a), 885, 886 and 1198. Plaintiff and similarly aggrieved employees are entitled to recover civil
27 penalties pursuant to Labor Code section 2699(a), (f)-(g).

28 **REST BREAK VIOLATIONS**

1 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7, 512(a) AND 1198)**

2 60. California Labor Code § 226.7 provides that no employer shall require an
3 employee to work during any rest period mandated by the applicable California IWC Wage
4 Order 9. The applicable IWC Wage Order provides that "[e]very employer shall authorize and
5 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
6 each work period" and that the "rest period time shall be based on the total hours worked daily at
7 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the
8 total daily work time is less than three and one-half (3 1/2) hours.

9 61. As stated above, on information and belief, during the relevant period, Defendants
10 regularly failed to provide Plaintiff and other similarly aggrieved employees with all required and
11 compliant rest breaks by: (1) failing to provide full ten (10) minute rest breaks; (2) failing to
12 provide any rest breaks during a shift; (3) failing to provide uninterrupted ten (10) minute rest
13 breaks; and (4) failing to provide the legally required amount of rest breaks in a shift. Defendant
14 and similarly aggrieved employees did not receive rest break premium wages for their failure to
15 provide complaint meal periods as described above.

16 62. Defendants failure to provide legally compliant rest breaks to Plaintiff and other
17 similarly aggrieved employees as stated above violates California Labor Code sections 226.7,
18 512(a) and 1198. Plaintiff and similarly aggrieved employees are entitled to recover civil penalties
19 pursuant to Labor Code section 2699(a), (f)-(g).

20 **FAILURE TO REIMBURSE**

21 **(VIOLATION OF LABOR CODE § 2802)**

22 63. Under Labor Code §2802, "(a) An employer shall indemnify his or her employee
23 for all necessary expenditures or losses incurred by the employee in direct consequence of the
24 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
25 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
26 unlawful."

27 64. In Cochran v. Schwan's Home Service, Inc. (2014) 228 Cal.App.4th 1137, 1144,
28 the Court considered, "The threshold question [of whether]. . .[an] employer [is] always [required]

1 to reimburse an employee for the reasonable expense of the mandatory use of a personal cell
2 phone, or is the reimbursement obligation limited to the situation in which the employee incurred
3 an extra expense that he or she would not have otherwise incurred absent the job” and Cochran
4 held “The answer is that reimbursement is always required.”

5 65. As stated above, on information and belief, during the relevant period, Defendants
6 regularly failed to reimburse Plaintiff and other similarly aggrieved employees for using their
7 personal cellular phones “as a direct consequence of the discharge of [their] duties”.

8 66. Defendants failure to reimburse Plaintiff and other similarly aggrieved employees
9 violates California Labor Code section 2802. Plaintiff and similarly aggrieved employees are
10 entitled to recover civil penalties pursuant to Labor Code section 2699(a), (f)-(g).

11 **WAGE STATEMENT/RECORD KEEPING VIOLATIONS**

12 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 226, 226(a), 1174 AND 1198)**

13 67. California Labor Code § 226(a) requires employers to furnish and maintain true,
14 accurate and complete wage statements and employment records. Defendants have not provided
15 Plaintiff and similarly aggrieved employees with compliant wage statements. Labor Code §
16 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the
17 amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for
18 each violation in a subsequent citation, for which the employer fails to provide the employee a
19 wage statement or fails to keep the required records pursuant to § 226(a).

20 68. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 have knowingly and intentionally provided Plaintiff and other similarly aggrieved employees
22 with incomplete and inaccurate wage statements. The statements did not reflect the amounts
23 Plaintiff and other similarly aggrieved employees should have received as a result of meal
24 periods that were not provided and rest breaks that were not authorized and permitted. The
25 statements did not reflect the amounts Plaintiff and other similarly aggrieved employees should
26 have received as a result of the correct minimum wages. The statements did not reflect the
27 amounts Plaintiff and other similarly aggrieved employees should have received for wages for all
28 worked performed. Defendants deducted time from other aggrieved employees' records for meal

1 periods that were interrupted or missed (and therefore time for which they should have been
2 paid), and did not record the time Plaintiff and other similarly aggrieved employees worked. The
3 statements otherwise violated § 226. The statements did not reflect the correct hourly rate that
4 Plaintiff and other similarly aggrieved employees should have received under the law.

5 69. California Labor Code § 1174(d) provides that "[e]very person employing labor in
6 this state shall ... [k]eep a record showing the names and addresses of all employees employed
7 and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or
8 establishments at which employees are employed, payroll records showing the hours worked
9 daily by and the wages paid to.

10 70. California Labor Code § 1174(d) provides that "[e]very person employing labor in
11 this state shall ... [k]eep a record showing the names and addresses of all employees employed
12 and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or
13 establishments at which employees are employed, payroll records showing the hours worked
14 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
15 piece rate paid to, employees employed at the respective plants or establishments..." Labor Code
16 § 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain
17 accurate and complete records as required by § 1174(d). During the relevant time period, and in
18 violation of Labor Code § 1174(d), knowingly and willingly failed to keep accurate records.

19 71. Defendants willfully failed to maintain accurate payroll records for Plaintiff and
20 other similarly aggrieved employees showing accurately the daily hours they worked and the
21 wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

22 72. California Labor Code § 1198 provides that the maximum hours of work and the
23 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
24 the applicable IWC Wage Orders. § 1198 further provides that "[t]he employment of any
25 employees for longer hours than those fixed by the order or under conditions of labor prohibited
26 by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to
27 keep accurate time records showing when the employee begins and ends each work period and
28 meal period. During the relevant time period, Defendants failed to keep accurate records of work

1 period, meal period start and stop times, and the correct minimum wage for Defendant and other
2 similarly aggrieved employees in violation of § 1198.

3 73. Because Defendants failed to provide the accurate number of total hours worked on
4 wage statements (e.g. as a result of not recording hours worked off the clock), Plaintiff and
5 similarly aggrieved employees have been prevented from verifying, solely from information on
6 the wage statements themselves, that they were paid correctly and in full. Instead, Plaintiff and
7 other aggrieved employees have had to look to sources outside of the wage statements
8 themselves and reconstruct time records to determine whether in fact they were paid correctly
9 and the extent of underpayment and name of their employer, thereby causing them injury.

10 74. Defendants' failure to furnish accurate wage statements to Plaintiff and other similarly
11 aggrieved employees; and to keep accurate records violates California Labor Code sections 226,
12 226(a), 1174 and 1198. Plaintiff and similarly aggrieved employees are entitled to recover civil
13 penalties pursuant to Labor Code section 2699(a), (f)-(g).

14 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

15 **(VIOLATION OF CALIFORNIA LABOR CODE §§201, 202, AND 203)**

16 75. California Labor Code §§ 201, 202, and 203 provide that if an employer
17 discharges an employee, the wages earned and unpaid at the time of discharge are due and
18 payable immediately, and that if an employee voluntarily leaves his or her employment, his or
19 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
20 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
21 which case the employee is entitled to his or her wages at the time of quitting.

22 76. Defendants willfully failed to pay Plaintiff and other similarly aggrieved employees
23 who are no longer employed by Defendants all their earned wages, including, but not limited to,
24 minimum wages and/or meal and rest period premium wages, either at the time of discharge, or
25 within seventy-two (72) hours of their leaving Defendants' employ in violation of California
26 Labor Code §§ 201, 202, and 203.

27 77. Defendants failure to pay Plaintiff and other similarly aggrieved employees all their
28 earned wages at the time of their discharge or within seventy-two (72) hours of their leaving

1 Defendants' employ entitles Plaintiff and similarly aggrieved employees to recover civil penalties
2 pursuant to Labor Code section 2699(a), (f)-(g).

3
4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of the State of California and all other similarly Aggrieved Employee,
8 pray for relief and judgment against Defendants, jointly and severely, as follows:

9 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
10 (\$25,000) to the State of California aggrieved employees.

11 **As to the First Cause of Action**

12 2. That the Court declare, adjudge and decree that Defendants violated the following
13 California Labor Code provisions as to Plaintiff and similarly aggrieved employees: 204, 1182.12,
14 1194, 1197, 1197.1 and 1198 (by failing to pay for all hours worked); 226.7, 512, 885, 886, 1198
15 (by failing to provide legally compliant meal periods and rest breaks); 2802 (for failure to
16 reimburse); 226, 226(a), 1174, 1198 (by failing to furnish and maintain true, accurate and
17 complete wage statements and employment records); 201, 202, 203 (by failing to timely pay all
18 earned wages upon termination);

19 3. For civil penalties pursuant to 226.3 (failure to provide itemized wage statements),
20 1174.5 (failure to maintain records); 1197.1 (payment of lower than minimum wage); 2699(a)
21 and/or 2699(f) and (g), for violations of 201, 202, 203, 204, 226, 226.7, 512, 1174, 1198, 1194,
22 1197, 1197.1, 1198, 2802.

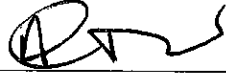
23 4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1),
24 and any and all relevant statutes;

25 5. For pre-judgment and post-judgment interest as provided by law; and

26 6. For other such and further relief as the Court may deem equitable and appropriate.
27
28

WORKPLACE RIGHTS LAW GROUP, LLP

Dated: May 13, 2020

By: 

ADAM N. BOUAYAD
GREGORY D. WOLFLICK
THEODORE S. KHACHATURIAN
Attorneys for Plaintiff,
JONATHAN MARTIS

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 130 North Brand Boulevard, Glendale, California 91203.

On May, 13, 2020, I served the foregoing document described as: **FIRST AMENDED COMPLAINT – PAGA** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Charley M. Stoll, Esq.
CHARLEY M. STOLL, APC
340 Rosewood Ave., Suite K
Camarillo, CA 93010

Email: cstoll@cmsapc.com; dlavenant@cmsapc.com
Tel: (805) 389-5296

**Attorneys for Defendants RESCUE SERVICES INTERNATIONAL; LTD., MEDIC-1
AMBULANCE SERVICE, INC.; RSI/MEDIC-1**

____ (BY MAIL) as follows: I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit of mailing in affidavit.

XXX (BY E-SERVICE): The above-described document was transmitted via electronic mail to the parties identified above on May 13, 2020.

XXX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 13, 2020, at Glendale, California.


ADAM N. BOUAYAD