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County of Los Angeles
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PEDRO CEREN and VANESSA NAVAREZ, on behalf of
themselves, all similarly situated, all aggrieved employees,
and the State of California as a Private Attorneys General

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY**

PEDRO CEREN and VANESSA NAVAREZ,
on behalf of themselves, all similarly situated,
all aggrieved employees, and the State of
California as a Private Attorneys General,

Plaintiffs,

vs.

American Medical Response Ambulance
Service, Inc., a Delaware corporation,
American Medical Response of Southern
California, a California corporation, and DOES
1-50, inclusive,

Defendants.

Case No.: 20STCV15983

**SECOND AMENDED CLASS AND PAGA
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay for All Hours Worked Including Minimum Wage and Overtime Hours Worked**
- 2. Failure to Reimburse for Required Business Expenses**
- 3. Failure to Pay Wages Due Upon Termination**
- 4. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements**
- 5. Unlawful Business Practices Bus & Prof. Code §17200**
- 6. Private Attorneys General Act Penalties (Lab. Code §2699)**

1 Plaintiffs PEDRO CEREN and VANESSA NAVAREZ (“Plaintiffs”) individually, and on
2 behalf of all others similarly situated, all aggrieved employees, and as Private Attorneys General
3 for the State of California (“Plaintiffs”), allege as follows:

4 **NATURE OF THE ACTION**

5
6 1. This is an employment class and representative action on behalf of over 100 hourly, non
7 exempt employees against their employers for violations of numerous wage and hour laws.
8 Plaintiffs bring this employment class action complaint on behalf of themselves, and all others
9 similarly situated, all aggrieved employees, and as Private Attorneys General for the State of
10 California, against American Medical Response of Southern California, American Medical
11 Response Ambulance Services, Inc., and American Medical Response of San Diego, and DOES
12 1-50, inclusive, (hereafter collectively “Defendant” or “Defendants”).

13 2. Plaintiff Pedro Ceren worked for defendants American Medical Response Ambulance
14 Service, Inc., American Medical Response of Southern California, and Does 1-50 (collectively
15 “Defendants”) during the statutory period.

16 3. Plaintiff Vanessa Navarez worked for Defendant American Medical Response
17 Ambulance Service, Inc., and American Medical Response of San Diego, Inc, and Does 1-50
18 (collectively “Defendants”) during the statutory period.

19 3. Defendants have had a consistent policy and/or practice of: (1) failing to pay for all hours
20 worked, including minimum wage and overtime hours worked (§218, 510, 558, 1194, 1197, 1198,
21 1199); (2) failing to pay all wages owed, including wages due upon termination (§201, 202, 203);
22 (3) failing to reimburse for required business expenses (§1198, 2802); (4) failing to provide
23 accurate itemized wage statements and violating record keeping requirements (§226, 1174); and
24 (5) unlawful business practices (Bus & Prof. Code §17200, et. seq). Defendants are therefore liable
25 for civil penalties under the Cal. Labor Code, including the Private Attorneys General Act
26 (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
28 §382, seeking recovery for unpaid wages, including overtime wages, statutory and waiting time

penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and costs. Pursuant to the class and PAGA representative action procedures provided for under California law, Plaintiffs, on behalf of themselves and proposed Class Members (also referred to as "Class"), also seek injunctive relief and restitution of all benefits Defendants have received from their unlawful actions as alleged herein. Plaintiffs have also provided notice of these claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency ("LWDA") and now bring this Second Amended Complaint, including claims for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.*

4. The "Class Period" is designated as February 22, 2019, through January 15, 2025.

5. The "Class Members" are defined herein as: "All current and former hourly, non-exempt employees of Defendants in California, at any time during the Class Period."

6. The "PAGA Period" is designated as February 22, 2019, through January 15, 2025.

7. The "PAGA Aggrieved Employees" are defined herein as: "All current and former hourly, non-exempt employees of Defendants in California, at any time during the PAGA Period."

8. Defendants have treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiffs assert that Defendants have knowingly and with conscious disregard of the law refused to pay the Class Members and Aggrieved Employees all wages owed, including overtime wages. Defendants have violated numerous Labor Code provisions, as set forth herein. Class Members are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members for the delay in receiving wages due.

9. Defendants, by and through their actions, have engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

THE PARTIES

10. Plaintiff Pedro Ceren is a resident of the State of California and was employed as an hourly, nonexempt employee of Defendants during the statutory period.

11. Plaintiff Vanessa Navarez is a resident of the State of California and was employed as an hourly, nonexempt employee of Defendants during the statutory period.

1 18. The statutory damages and penalties sought by Plaintiffs exceeds the minimum
2 jurisdictional limits of the Superior Court and will be established according to proof at trial. Based
3 on information, investigation, and analysis, Plaintiffs allege that the amount in controversy,
4 including claims for monetary damages, penalties, and attorney's fees, is more than thirty-five
5 thousand dollars (\$35,000).

6 19. The California Superior Court has jurisdiction in this matter because Plaintiffs are
7 residents of California, and Defendants are incorporated in and/or qualified to do business in
8 California and regularly conduct business in California. Further, there is no federal question at
9 issue as the claims herein are based solely on California law.

10 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

11 20. During the Class and PAGA Periods, Defendants committed various violations of the
12 California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more
13 detail. Defendants enforce multiple policies that violate state law which are intended to increase
14 their own profits to the detriment of their employees.

15 21. Defendants failed to pay Plaintiffs, Class Members, and Aggrieved Employees for all
16 hours worked as a result of Defendants' timecard rounding and time shaving practices, as well as
17 Defendants' practice of requiring employees to use their personal cell phones for work purposes
18 and purchasing their own radios for use on the job, reducing their effective pay rate below
19 minimum wage.

20 22. Defendants knowingly and willfully failed to pay all compensation due and owing to
21 Plaintiffs at the time employment terminated. Defendants willfully failed to pay Class Members
22 and Aggrieved Employees who are no longer employed by them all compensation due upon
23 termination of employment as required by Cal. Lab. Code §§201 and 202.

24 23. Defendants further failed to provide timely, accurate, itemized wage statements to
25 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

26 24. Defendants from time to time knowingly committed, and upon information and belief
27 continue to commit, ongoing unlawful business practices within the meaning of the UCL.
28

1 Plaintiffs lost money and property as a result of Defendants' unlawful business practices described
2 above.

3 25. Based upon the above allegations, Defendants engaged in unfair competition.

4 26. Plaintiffs bring this action on behalf of themselves, and all other persons similarly
5 situated, to recover from Defendants for failure to comply with California wage and hour laws,
6 and for claims under Business and Professions Code § 17200.

7 27. This action has been brought and may properly be maintained as a class action
8 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
9 ascertainable and there is a well-defined community of interest. Plaintiffs are among in excess of
10 100 employees who have been similarly injured by Defendants' unlawful employment policies
11 and practices.

12 28. Plaintiffs bring this action on their behalf and as a class action under Cal. Code of Civil
13 Procedure §382 on behalf of the following defined groups:

14 29. Proposed Class: All persons who are employed or have been employed by Defendants
15 in the State of California as hourly, non-exempt workers during the Class Period, which extends
16 from February 22, 2019, through January 15, 2025.

17 30. This action is brought, and may properly be maintained, as a class action under CCP
18 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
19 Code §2699 because there is a well-defined community of interest in the litigation, and the
20 proposed Class and Subclasses (collectively "Class") are easily ascertainable.

21 31. Numerosity: The Proposed Class is so numerous that joinder of all members is
22 impractical. Plaintiffs are informed and believe, and on that basis allege, that during the relevant
23 time period, Defendants employed over 100 putative Class Members who are geographically
24 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
25 available method for the fair and efficient adjudication of this controversy. Membership in the
26 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
27 records, among other records within Defendants' possession and control.
28

1 32. Typicality: Plaintiffs' claims are typical of the claims of the Class Members. Plaintiffs,
2 like others similarly situated, were subjected to Defendants' common, unlawful policies, practices,
3 and procedures described above. The Plaintiffs' positions at the company were typical of those of
4 other Class Members. Plaintiffs' claims are typical of the claims of each Class Member because
5 each have sustained damages arising out of and caused by Defendants' common course of conduct,
6 as alleged herein. As such, Plaintiffs have the same interests in this matter as all members of the
7 Class.

8 33. Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of
9 the Class. Plaintiffs have retained counsel competent and experienced in complex class actions
10 and California labor and employment litigation.

11 34. Commonality: Common questions of law and fact exist, including but not limited to
12 the following:

- 13 i. Whether Defendants violated wage and hour laws by rounding timecard
14 entries and thus failing to pay all wages owed;
- 15 ii. Whether Defendant violated wage and hour laws by failing to pay wages due
16 upon termination;
- 17 iii. Whether Defendants violated wage and hour laws by failing to reimburse for
18 required business expenses;
- 19 iv. Whether Defendants unlawfully failed to keep and furnish Class Members
20 with accurate, itemized records of hours worked, in violation of Labor Code
21 §§ 226 and 1174;
- 22 v. The proper measure of damages sustained and the proper measure of
23 restitution recoverable by Plaintiffs, the Class Members, and Subclass
24 Members;
- 25 vi. Whether the Class Members are entitled to injunctive relief to enjoin any
26 further violations of wage and labor laws;
- 27 vii. Whether Defendants, and each of them, are/were participants in the alleged
28 unlawful;

- viii. Whether Defendants' conduct was willful and reckless;
- ix. The effect upon and the extent of injuries suffered by Plaintiffs and the Plaintiffs' Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- x. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

35. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

36. Manageability: Plaintiffs are informed and believe that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendants' corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiffs and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

37. Plaintiffs request, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendants.

1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked, Including Minimum Wage and Overtime Hours**

3 **Worked**

4 **(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, *et seq.*)**

5 **(Plaintiffs Against All Defendants)**

6 38. Plaintiffs incorporate by reference in this cause of action each allegation of the
7 preceding paragraphs as though fully set forth herein.

8 39. Defendants' conduct described in this complaint violates the provisions of Labor Code
9 §§ 218, 510, 558, 1194, 1197, 1198, 1199, and the IWC Wage Orders.

10 40. The Wage Orders define "hours worked" as "the time during which an employee is
11 subject to the control of an employer, and including all the time the employee is suffered or
12 permitted to work, whether or not required to do so." Plaintiffs, Class Members, and Aggrieved
13 Employees were not paid for all hours worked, including overtime hours worked because of
14 Defendants' policy of shaving timecard entries due to rounding timeclock entries to the nearest
15 quarter-hour.

16 41. Defendants have been engaged in many unlawful employment practices which resulted
17 in underpayment for hours worked each pay period, including penalty pay and overtime hours
18 worked, as more fully set forth below:

19 42. Time Shaving and Rounding. Defendants round employee timecard entries to the
20 nearest ¼ hour, although Defendants use KRONOS timeclocks that easily capture the exact minute
21 employees present for work. For example, on February 1, 2019, Mr. Ceren worked a 12+ hour
22 shift, clocking in 2 minutes early and clocking out 6 minutes late, yet was not paid for the 8 minutes
23 as his time was rounded down.

24 43. The California Supreme Court has rejected the *de minimis* argument frequently echoed
25 by employers, confirming that employees are entitled to payment for all hours (and minutes)
26 worked. Indeed, California law will permit a "rounding policy only 'if the rounding policy is fair
27 and neutral on its face and 'it is used in such a manner that it will not result, over a period of time,
28 in failure to compensate the employees properly for all the time they have actually worked.'"

1 (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See's Candy*, 210
2 Cal.App.4th at p. 907.) The policy utilized by Defendants was neither fair nor neutral, as it
3 consistently favored the employer, resulting in a failure to compensate Plaintiffs, Class Members,
4 and Aggrieved Employees for all hours and overtime hours worked.

5 44. Failure to Pay Wages- Required Minimum Wage. Defendants failed to pay Plaintiffs,
6 Class Members, and Aggrieved Employees for all hours worked as a result of Defendants'
7 timecard rounding and time shaving practices, reducing their effective pay rate below minimum
8 wage as further discussed below. Based on Defendants' unlawful conduct described above, and
9 because Plaintiffs, Class Members, and the Aggrieved Employees were paid at or near minimum
10 wage, Defendants' failure to pay for all hours worked, including overtime, resulted in a payment
11 of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1,
12 1199 and Wage Order 9-2001 §4. Defendants are liable for civil penalties pursuant to Labor Code
13 §§558 and 2699 *et seq.*

14 45. Failure to Pay Overtime Wages. Defendants have required, as a result of the practices
15 alleged herein, Plaintiffs and others to work hours in excess of eight hours in a day and forty in a
16 week, but has not paid these employees overtime compensation at one and one-half times the
17 regular rate of pay in violation of Labor Code §510. Further, Plaintiffs, Class Members, and
18 Aggrieved Employees have been required to work more than 12 hours in one day without being
19 compensated at a rate of twice the regular rate of pay. §510. As a result, Plaintiffs, Class Members,
20 and Aggrieved Employees have been denied "the unpaid balance of the full amount of this...
21 overtime compensation" as required by Cal. Labor Code. §1194.

22 **SECOND CAUSE OF ACTION**

23 **Failure to Pay All Wages Owed Upon Termination**

24 **(Cal. Labor Code §201, 202, and 203)**

25 **(Plaintiffs Against All Defendants)**

26 46. Plaintiffs incorporate by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.
28

1 47. Defendants' conduct described in this complaint violates the provisions of Labor Code
2 §§ 201, 202, and 203.

3 48. Failure to Pay Wages Due Upon Termination. As set forth above, due to Defendants'
4 unlawful employment practices, Defendants knowingly and willfully failed to pay all
5 compensation due and owing to Plaintiffs at the time employment terminated. Defendants willfully
6 failed to pay Class Members and Aggrieved Employees who are no longer employed by it all
7 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
8 Pursuant to §203, Plaintiffs and similarly situated individuals are now also entitled to recover up
9 to thirty (30) days of wages due to Defendants' "willful" failure to comply with the statutory
10 requirements of §§201 and 202 of the Labor Code.

11 **THIRD CAUSE OF ACTION**

12 **Failure to Reimburse for Required Business Expenses**

13 **(Cal. Labor Code §§1198, 2802)**

14 **(Plaintiffs Against All Defendants)**

15 49. Plaintiffs incorporate by reference in this cause of action each allegation of the
16 preceding paragraphs as though fully set forth herein.

17 50. Defendants' conduct described in this complaint violates the provisions of Labor Code
18 §§ 1198, 2802.

19 51. Labor Code §2802 requires employers to indemnify employees for necessary
20 expenditures or losses incurred by employees in direct consequence of discharge of duties.

21 52. Plaintiffs, Class Members, and Aggrieved Employees were frequently required to use
22 their personal cell phones for business purposes, such as for calling in to dispatch. Although
23 employees were provided with unit phones (for some shifts), pagers, and radios, the unit phones
24 and radios frequently didn't work – often failing to have service or be sufficiently charged when
25 employees started their shifts. Plaintiffs also allege that the radios that AMR provided were so
26 outdated that they didn't work properly and made it difficult for EMT's to effectively communicate
27 with the command center. As professionals, Plaintiffs and their coworkers recognized how critical
28

1 clear and consistent communication with the command center is, so they had to purchase their own
2 radios (approx. \$60/each on Amazon) and they would program the radios for use on the job.

3 53. Defendants required Plaintiffs, Class Members, and Aggrieved Employees to utilize
4 their personal cell phones for work purposes and made it necessary for employees to purchase their
5 own radios as a result of providing inadequate, outdated equipment. Defendants failed to reimburse
6 Plaintiffs, Class Members and Aggrieved Employees for these expenses.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Provide Accurate Itemized Wage Statements and**

9 **Violating Record Keeping Requirements**

10 **(Labor Code §226, 1174)**

11 **(Plaintiffs Against All Defendants)**

12 54. Plaintiffs incorporate by reference in this cause of action each allegation of the
13 preceding paragraphs as though fully set forth herein.

14 55. Defendants' conduct described in this complaint violates the provisions of Labor Code
15 §§ 226, 1174.

16 56. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
17 wage statements to Plaintiffs and the class members in accordance with Labor Code §§ 226 and
18 keep accurate records as required by §1174(d).

19 57. The statements provided to Plaintiffs and class members, and the records maintained
20 by Defendants have not accurately reflected actual gross wages earned, including pay for all hours
21 worked.

22 58. §226 (a) requires:

- 23 A. An employer, semimonthly or at the time of each payment of wages,
24 shall furnish to his or her employee, either as a detachable part of the check,
25 draft, or voucher paying the employee's wages, or separately if wages are paid
26 by personal check or cash, an accurate itemized statement in writing showing
27 (1) gross wages earned, (2) total hours worked by the employee, except as
28 provided in subdivision (j), (3) the number of piece-rate units earned and any

1 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
2 deductions, provided that all deductions made on written orders of the employee
3 may be aggregated and shown as one item, (5) net wages earned, (6) the
4 inclusive dates of the period for which the employee is paid, (7) the name of the
5 employee and only the last four digits of his or her social security number or an
6 employee identification number other than a social security number, (8) the
7 name and address of the legal entity that is the employer and, if the employer is
8 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
9 and address of the legal entity that secured the services of the employer, and (9)
10 all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate by the employee...

12 59. Labor Code § 1174 provides that “[e]very employer employing labor in this state shall
13 ... (c) [k]eep a record showing the names and addresses of all employees employed and the ages
14 of all minors [and] (d) [k]eep at a central location in the state or at the plants or establishments at
15 which employees are employed, payroll records showing the hours worked daily by and the wages
16 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
17 employees employed at the respective plants or establishments. These records shall be kept in
18 accordance with rules established for this purpose by the commission, but in any case shall be kept
19 on file for not less than two years.”

20 60. Wage statements issued to Plaintiff, Class Members, and Aggrieved Employees in
21 accordance with Labor Code §§ 226 and 1174. Wage statements failed to state the hourly rate for
22 regular, OT, or DT hours, as evidenced in the screenshot below. Further, and derivative of the
23 claims alleged above, the statements provided to Plaintiff, Class Members, and Aggrieved
24 Employees have not accurately reflected actual gross wages earned, including overtime, and total
25 hour worked. Such failures caused injury to Plaintiffs and others, by, among other things, impeding
26 them from knowing the total hours worked, and the amount of wages to which they are and were
27
28

American Medical Response of Southern California 6363 S. Fiddlers Green Circle #1400 Greenwood Village, CO 80111	Pedro Ceren 	CHECK NO.: 1346999260 ROUTE: IRW OPS CHECK DATE: 14-DEC-18 PERIOD START: 25-NOV-18 PERIOD END: 08-DEC-18	TAX STATUS: Single/ EXEMPTIONS: Federal 0 California 0
	EE ID 		

	TOTAL GROSS	TAXABLE GROSS	TOTAL TAXES	TOTAL DED	EXP REIMB	NET PAY
Current	1,019.13	960.46	197.16	58.67	0.00	762.80
YTD	20,747.14	19,749.75	3,957.87	997.39	0.00	15,783.87
IMPORTANT MESSAGE:						

- 14 -

Unlawful Business Practices
(Bus & Prof. Code §17200, et. seq.)
(Plaintiffs Against All Defendants)

61. Plaintiffs incorporate by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

62. Defendants knowingly committed, and upon information and belief continue to commit, ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

63. Defendants from time to time knowingly committed, and upon information and belief continue to commit ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

64. Plaintiffs lost money and property as a result of Defendants' unlawful business practices described above.

65. Pursuant to the UCL, Plaintiffs and all class members are entitled to restitution of money or property acquired by Defendants by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

66. Pursuant to the UCL, Plaintiffs and class members are entitled to injunctive relief against Defendants' ongoing unlawful business practices. If an injunction does not issue enjoining Defendants from engaging in the unlawful business practices described above, Plaintiffs and the general public will be irreparably injured.

67. Plaintiffs have no plain, speedy, and adequate remedy at law. Defendants, if not enjoined by this Court, will continue to engage in the unlawful business practices described above in violation of the UCL, in derogation of the rights of Plaintiffs and class members and of the general public.

1 68. Plaintiffs' success in this action will result in the enforcement of important rights
2 affecting the public interest by conferring a significant benefit upon the general public.

3 69. Defendants' numerous violations of local and California law, as well as the other
4 statutory and regulatory violations alleged herein, constitute unlawful business actions and
5 practices in violation of Business and Professions Code § 17200, et seq.

6 70. Pursuant to Business and Professions Code § 17200, et seq., Plaintiffs and the Class
7 Members are entitled to restitution of unpaid wages, including overtime, among other relief alleged
8 herein, that were withheld and retained by Defendants during a period that commences four years
9 prior to the filing of this action. Plaintiffs are further entitled to a permanent injunction requiring
10 Defendants to comply with all provisions of California labor law, including properly paying the
11 lawful rate of pay for all hours worked, timely paying due wages upon termination, maintaining
12 accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs
13 pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

14 **SIXTH CAUSE OF ACTION**

15 **Violation of the Private Attorneys General Act ("PAGA")**

16 **(California Labor Code §2698 et seq.)**

17 **(Plaintiffs Against All Defendants)**

18 71. Plaintiffs reassert and realleges all preceding paragraphs as if fully set forth and
19 incorporate said paragraphs herein by reference.

20 72. Plaintiffs are "Aggrieved Employees" under PAGA, as they were employed by
21 Defendants during the applicable statutory period and suffered each Labor Code violation set forth
22 herein. Accordingly, Plaintiffs seek to recover on behalf of themselves and all other current and
23 former Aggrieved Employees of Defendants, the civil penalties provided by PAGA, plus
24 reasonable attorneys' fees and costs.

25 73. Plaintiffs seek to recover the PAGA civil penalties through a representative action
26 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
27 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.
28

1 74. Plaintiffs seek civil penalties pursuant to PAGA for violations of the following Labor
2 Code provisions:

- 3 a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked (Cal.
4 Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.*)
- 5 b. Failure to Reimburse For Required Business Expenses (Cal. Labor Code §§1198,
6 2802, 2699 *et seq.*)
- 7 c. Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate
8 Records (Cal. Labor Code §§ 226, 226.3, 1174, 1174.5, 2698 *et seq.*)
- 9 d. Failure to Timely Pay Wages Owed Twice Per Month (Cal. Labor Code §§ 204,
10 210, 2698 *et seq.*).
- 11 e. Failure to Pay Wages Upon Termination (Cal. Labor Code §§ 201-203, 2698 *et*
12 *seq.*).

13 75. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
14 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
15 aggrieved employee for each initial violation of Labor Code §226(a).

16 76. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
17 pay period, per aggrieved employee for initial violations for all Labor Code provisions for which
18 a civil penalty is not specifically provided.

19 77. Plaintiffs and the other current and former employees of Defendants are Aggrieved
20 Employees. They were or are employed by Defendants, and each of them, and the violations
21 alleged herein were committed against them. Plaintiffs bring this action on behalf of themselves
22 and all other current and former Aggrieved Employees.

23 78. At the time of each violation, Defendants employed one or more employees.

24 79. As a result of the aforesaid wrongful and illegal conduct of Defendants, and each of
25 them, Plaintiffs and Aggrieved Employees are entitled to civil penalties in an amount to be
26 determined at trial, costs, and attorneys' fees.

27 80. Plaintiffs have complied with all procedural requirements of Labor Code §2699.3 prior
28 to filing this Action. By the Notice attached as Exhibit 1, and the Amended Notice attached as

Exhibit 2, submitted online to the Labor and Workforce Development Agency (“LWDA”) and served upon Defendants, Plaintiffs through counsel notified the LWDA and Defendants of the specific Labor Code provisions that Defendants have violated. The LWDA did not respond to Plaintiffs’ Notice within the statutory timeframe, and Plaintiffs have therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiffs may now pursue his PAGA claims in this action on behalf of Aggrieved Employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated and Aggrieved Employees, request judgment and the following specific relief against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. Provision of class notice to all members of the Class;
- C. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members, relevant subclass Members, and Aggrieved Employees;
- D. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- E. For compensation for not being paid overtime;
- F. For compensation for not paid all wages due upon termination;
- G. For compensation for not being paid penalty wages;
- H. For compensation for not being reimbursed for required business expenses;
- I. That Defendant’s actions are found to be willful and/or in bad faith to the extent necessary under §§ 201, 202, 203, and 558 of the California Labor Code for willful failure to pay all compensation owed at the time of separation to Plaintiff, Class Members, and Aggrieved Employees no longer employed by Defendant;

- J. That Plaintiff, Class Members, and Aggrieved Employees receive penalties for Defendant's violation of §226 and 1174 of the California Labor Code for willful failure to provide and maintain the required accurate and itemized wage statements;
- K. That Plaintiff, Class Members, and Aggrieved Employees receive an award in the amount of unpaid wages owed, including interest thereon, and penalties as provided in the Labor Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and 558, subject to proof at trial;
- L. That Plaintiff, Class Members, and Aggrieved Employees receive damages pursuant to §§248.5 in addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 218.5 and CCP 1021.5;
- M. That Defendant be ordered to pay restitution to Plaintiffs and Class Members for amounts acquired through Defendant's unlawful activities pursuant to Business and Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et. seq.;
- N. That Plaintiffs and Class Members receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;
- O. That the Court award penalties pursuant to Labor Code §2698 et seq.;

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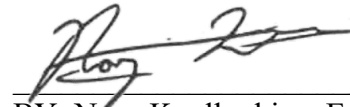
///

1 P. That the Court issue declaratory relief that Defendants' challenged policies are
2 unlawful; and

3 Q. That the Court order further relief, in law and equity, as it deems appropriate
4 and just.

5
6 DATED: April 11, 2025

KOUL LAW FIRM, APC

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9 BY: Nazo Koulloukian, Esq.
10 Attorneys for Plaintiffs
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EXHIBIT A



Nazo@Koullaw.com

P (213) 325 – 3032

F (818) 561 – 3938

217 SOUTH KENWOOD
STREET

GLENDALE, CA 91205

www.koullaw.com

March 7, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

American Medical Response Ambulance Service, Inc.
6363S. Fiddlers Green Circle #1400
Greenwood Village, CO 80111

American Medical Response of Southern California
6363S. Fiddlers Green Circle #1400
Greenwood Village, CO 80111

American Medical Response of San Diego, Inc.
4400 Hwy 121, Suite 700
Lewisville, TX 75056

Re: **AMENDED** PAGA Notice Pursuant to California Labor Code §2698 *et seq.*
Claimants: Pedro Ceren and Vanessa Nevarez
Employer: American Medical Response Ambulance Service, Inc.; American
Medical Response of Southern California; American Medical Response of San
Diego, Inc.
Case No. [LWDA-CM-773936-20](#)

Dear Sir or Madam:

Pedro Ceren and Vanessa Navarez (“Claimants”) have retained Nazo Koulloukian, Esq. of the Koul Law Firm and Sahag Majarian of Law Offices of Sahag Majarian II, to represent them, and all other aggrieved employees, for wage and hour claims against their former employers, American Medical Response Ambulance Service, Inc., American Medical Response of Southern California, and American Medical Response of San Diego, Inc (hereafter collectively referred to as “Employer” or “AMR.”). This notice amends the original PAGA notice submitted to the Labor and Workforce and Development Agency (“LWDA”) on February 20, 2020, bearing [LWDA-CM-773936-20](#).

AMR is a medical transportation company operating throughout the United States that provides and manages community-based medical transportation services, including emergency (911), non-emergency and managed transportation, fixed-wing air ambulance, and disaster response. Claimants worked for AMR as Emergency Medical Technicians (EMT)s during the statutory period. Claimants are aggrieved employees and their proposed PAGA representative action would represent numerous current and former aggrieved employees.

Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below, or permit Claimants to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and Development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay for All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 1199, 2699 *et seq.*)

Section 2(H) or Wage Order 9 “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.”

Claimants and aggrieved employees were not paid for all hours worked, including overtime hours worked because of Employer’s policy of shaving timecard entries due to rounding timeclock entries to the nearest quarter-hour, failing to reimburse employees for required personal cell phone use, and failing to reimburse employees for radios purchased by employees that were necessary to carry out required job functions.

Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below:

Time Shaving and Rounding

AMR rounds employee timecard entries to the nearest ¼ hour, although AMR uses KRONOS timeclocks that easily capture the exact minute employees present for work. Below is a screenshot of Claimant Pedro Ceren’s time detail from February 1, 2019. Here, he worked a 12+ hour shift, clocking in 2 minutes early and clocking out 6 minutes late, yet was not paid for the 8 minutes as his time was rounded down.

2/1/2019

4:58:00 AM

5:06:00 PM

12:00 12609:40

LV

13310.520.0000/IRWINDALE 5257 N VINCENT AV/11/1242/24/006/107107

The California Supreme Court has rejected the *de minimis* argument frequently echoed by employers, confirming that employees are entitled to payment for all hours (and minutes) worked. Indeed, California law will permit a “rounding policy only ‘if the rounding policy is fair and neutral on its face and ‘it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.’” (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See’s Candy*, 210 Cal.App.4th at p. 907.) The policy utilized by Employer is neither fair nor neutral, as it consistently shaved time from Claimants and aggrieved employees’ hours worked and favored the employer, resulting in a failure to compensate Claimants and aggrieved employees for all hours and overtime hours worked.

Failure to Pay Wages- Required Minimum Wage

Employer failed to pay Claimants and aggrieved employees for all hours worked as a result of Employer’s timecard rounding and time shaving practices, as well as Employer’s practice of requiring employees to use their personal cell phones for work purposes and purchasing their own radios for use on the job, reducing their effective pay rate below minimum wage as further discussed below. Based on Employer’s unlawful conduct described herein, and because Claimants and the aggrieved employees were paid at or near minimum wage, Employer’s failure to pay for all hours worked resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 9-2001. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 et seq.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 et seq.)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties.

Claimants and aggrieved employees were frequently required to use their personal cell phones for business purposes, such as for calling in to dispatch. Although employees were provided with unit phones (for some shifts), pagers, and radios, the unit phones and radios frequently didn’t work – often failing to have service or be sufficiently charged when employees started their shifts. Claimants also explains that the radios that AMR provided were so outdated that they didn’t work properly and made it difficult for EMT’s to effectively communicate with the command center. As professionals, aggrieved employees recognized how critical clear and consistent communication with the command center is, so they had to purchase their own radios (approx. \$60/each on Amazon) and they would program the radios for use on the job.

Employer required Claimants and employees to utilize their personal cell phones for work purposes and made it necessary for employees to purchase their own radios as a result of providing inadequate, outdated equipment. AMR failed to reimburse Claimants and employees for this use as required by the Labor Code. Accordingly, Employer is liable for civil penalties under PAGA §2699 et seq.

Failure to Timely Pay All Wages Owed

(Cal. Lab. Code §§201, 202, 203, 204(a) and 2698 *et seq.*)

Failure to Pay Wages Due Upon Termination

As set forth above, due to Employer's unlawful employment practices, Employer knowingly and willfully failed to pay all compensation due and owing to Claimants at the time employment terminated. Employer willfully failed to pay aggrieved employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Pursuant to §§203, Claimants and similarly situated individuals are now also entitled to recover up to thirty (30) days of wages due to Employer's "willful" failure to comply with the statutory requirements of §§201 and 202 of the Labor Code. Moreover, because Employer violated §§201, 202 and 203, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Claimants believe that other employees who separated from the company, whether voluntary or involuntary, were also denied payment of wages in a timely manner as required by §203. Claimants will seek restitution pursuant to §558 (a)(3) for herself and other aggrieved employees for each violation of §203 and will seek civil penalties under PAGA pursuant to §2698 *et. seq.*, on behalf of the LWDA against Employer if authorized to file a representative action on behalf of the State of California.

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimants and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees because of employer's wrongful conduct set forth herein. As a result of these practices, Employees were underpaid for hours worked, and this underpayment resulted in a failure to pay all wages owed twice per month resulting in liability under Labor Code §210 for violation of §204.

Failure to Furnish and Maintain Accurate Wage Statements and Payroll Records

(Cal. Labor Code §§ 226(a), 226.3, 1174, 1174.5, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimants and the aggrieved employees in accordance with Labor Code §§ 226, 226.3, 1174, and 1174.5. Wage statements failed to state the hourly rate for regular, OT, or DT hours.

Further, and derivative of the claims alleged above, the statements provided to Claimants and aggrieved employees have not accurately reflected actual gross wages earned, including overtime, phone reimbursement, radio reimbursement, and total hour worked. Such failures caused injury to Claimants and aggrieved employees, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled, nor the accurate rate of overtime pay they were entitled to. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated several California wage and hour laws. Claimants respectfully request that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimants requests that the agency inform them if it does not intend to investigate these violations so that they may pursue their claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorney for Claimants

cc: Via E-Mail

Michael S. Kun

Kevin D. Sullivan

EPSTEIN BECKER & GREEN, P.C.

1925 Century Park East, Suite 500

Los Angeles, CA 90067

mkun@ebglaw.com

ksullivan@ebglaw.com

Attorneys for Defendants American Medical Response Ambulance Service, Inc. and American Medical Response of Southern California

EXHIBIT B



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

February 20, 2020

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

American Medical Response Ambulance Service, Inc.
6363S. Fiddlers Green Circle #1400
Greenwood Village, CO 80111

American Medical Response of Southern California
6363S. Fiddlers Green Circle #1400
Greenwood Village, CO 80111

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*
Claimant: Pedro Ceren
Employer: American Medical Response Service, Inc.; American Medical
Response of Southern California

Dear Sir or Madam:

Pedro Ceren (“Claimant”) has retained Nazo Koulloukian, Esq. of the Koul Law Firm and Sahag Majarian of Law Offices of Sahag Majarian II, to represent him, and all other aggrieved employees, for wage and hour claims against his former employers, American Medical Response Service, Inc. and American Medical Response of Southern California (hereafter collectively referred to as “Employer” or “AMR.”)

AMR is a medical transportation company operating throughout the United States that provides and manages community-based medical transportation services, including emergency (911), non-emergency and managed transportation, fixed-wing air ambulance, and disaster response. Claimant worked for AMR as an Emergency Medical Technician (EMT) from 2014 to 2017, and again from 2018 - 2019. Claimant is an aggrieved employee and his proposed PAGA representative action would represent numerous current and former aggrieved employees.

Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below, or permit claimant to seek civil penalties under the

Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay for All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 1199, 2699 *et seq.*)

Section 2(H) or Wage Order 9 “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.”

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LV
13310.520.00001RWINDALE 5257 N VINCENT AV/11/1242/24/006/107107

The California Supreme Court has rejected the *de minimis* argument frequently echoed by employers, confirming that employees are entitled to payment for all hours (and minutes) worked. Indeed, California law will permit a “rounding policy only ‘if the rounding policy is fair and neutral on its face and ‘it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.’” (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See’s Candy*, 210 Cal.App.4th at p. 907.) The policy utilized by Employer is neither fair nor neutral, as it consistently shaved time from claimant and aggrieved employees’ hours worked and favored the employer, resulting in a failure to compensate Claimant and aggrieved employees for all hours and overtime hours worked.

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Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's timecard rounding and time shaving practices, as well as Employer's practice of requiring employees to use their personal cell phones for work purposes and purchasing their own radios for use on the job, reducing their effective pay rate below minimum wage as further discussed below. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, Employer's failure to pay for all hours worked resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 9-2001. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 et seq.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 et seq.)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties.

Claimant and aggrieved employees were frequently required to use their personal cell phones for business purposes, such as for calling in to dispatch. Although employees were provided with unit phones (for some shifts), pagers, and radios, the unit phones and radios frequently didn't work – often failing to have service or be sufficiently charged when employees started their shifts. Claimant also explains that the radios that AMR provided were so outdated that they didn't work properly and made it difficult for EMT's to effectively communicate with the command center. As professionals, aggrieved employees recognized how critical clear and consistent communication with the command center is, so they had to purchase their own radios (approx. \$60/each on Amazon) and they would program the radios for use on the job.

Employer required Claimant and employees to utilize their personal cell phones for work purposes and made it necessary for employees to purchase their own radios as a result of providing inadequate, outdated equipment. AMR failed to reimburse Claimant and employees for this use as required by the Labor Code. Accordingly, Employer is liable for civil penalties under PAGA §2699 et seq.

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(Cal. Lab. Code §§201, 202, 203, 204(a) and 2698 et seq.)

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violated §§201, 202 and 203, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Claimant believes that other employees who separated from the company, whether voluntary or involuntary, were also denied payment of wages in a timely manner as required by §203. Claimant will seek restitution pursuant to §558 (a)(3) for herself and other aggrieved employees for each violation of §203 and will seek civil penalties under PAGA pursuant to §2698 *et. seq.*, on behalf of the Labor and Workforce and Development Agency (LWDA) against Employer if authorized to file a representative action on behalf of the State of California.

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees because of employer's wrongful conduct set forth herein. As a result of these practices, Employees were underpaid for hours worked, and this underpayment resulted in a failure to pay all wages owed twice per month resulting in liability under Labor Code §210 for violation of §204.

Failure to Furnish and Maintain Accurate Wage Statements and Payroll Records

(Cal. Labor Code §§ 226(a), 226.3, 1174, 1174.5, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226, 226.3, 1174, and 1174.5. Wage statements failed to state the hourly rate for regular, OT, or DT hours, as evidenced in the screenshot below.

Further, and derivative of the claims alleged above, the statements provided to Claimant and aggrieved employees have not accurately reflected actual gross wages earned, including overtime, phone reimbursement, radio reimbursement, and total hour worked. Such failures caused injury to Claimant and aggrieved employees, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled, nor the accurate rate of overtime pay they were entitled to. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

American Medical Response of Southern California 6363 S. Fiddlers Green Circle #1400 Greenwood Village, CO 80111	Pedro Ceren [REDACTED] CA 92503	CHECK NO.: 1346999260	TAX STATUS: Single/
	EE ID: 20113473	ROUTE: IRW OPS CHECK DATE: 14-DEC-18 PERIOD START: 25-NOV-18 PERIOD END: 08-DEC-18	EXEMPTIONS: Federal 0 California 0

Hours/Earnings/Expenses					Deductions/Taxes		
Description	Current		YTD		Description	Current	
	Rate	Hours/Units	Earnings	Hours/Units		Hours/Units	Earnings
LOCATION: IRWINDALE 5257 N Vincent Av					Federal Tax	99.00	1,845.23
Time Entry Wages	24.00	348.00	708.00	9,596.76	Social Security	59.54	1,224.48
Retro Flat	0.00	0.00	0.00	1,363.00	Medicare	13.93	286.37
Vac Cash Out	0.00	0.00	60.42	876.09	CA State Tax	15.09	404.37
Hol Hrlly	0.00	0.00	16.50	229.88	CA Disability	9.60	197.42
Standby DT	0.00	0.00	0.25	6.42	DEN EE FI	19.43	330.31
Mtg	0.00	0.00	4.00	58.00	MED EE FI	39.24	667.08
No Break	0.00	0.00	8.00	109.91			
Standby	0.00	0.00	8.00	102.58			
Standby OT	0.00	0.00	4.00	76.94			
Train OT	0.00	0.00	4.00	78.69			
Training	0.00	0.00	8.00	104.92			
DT EMSC	0.50	14.50	46.25	1,320.29			
Admin Lv OT	8.00	174.00	8.00	174.00			
OT EMSC	11.50	250.13	313.50	6,409.65			
Admin Lv	16.00	232.00	16.00	232.00			
GTL	0.00	0.50	0.00	8.01			
					TOTAL	255.83	4,955.26
					PTO	3.77	67.95
					Net Pay Distribution		
					Direct Deposit	[REDACTED]	762.80
TOTAL	60.00	1,019.13	1,202.92	1,202.92			

	TOTAL GROSS	TAXABLE GROSS	TOTAL TAXES	TOTAL DED	EXP REIMB	NET PAY
Current	1,019.13	960.46	197.16	58.67	0.00	762.80
YTD	20,747.14	19,749.75	3,957.87	997.39	0.00	15,783.87

IMPORTANT MESSAGE:

Failure to Comply with California Sick Pay Requirements

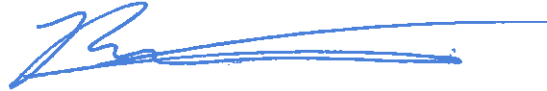
(Cal. Lab. Code §§ 246, 247.5, 248.5 and 2698 *et seq.*)

Claimant, on behalf of himself and aggrieved employees, alleges that Employer failed to provide required California paid sick days and further failed to distribute and maintain required documentation concerning how many sick dates were available, in violation of Labor Code §§246, 246(a), 246(b)(1), and 247.5. This information was not listed on paystubs, as evidenced above, and no other documentation or disclosure concerning California Sick Pay accompanied the employees' pay. Claimant now seeks damages pursuant to §§248.5 and 2698 *et seq.*

Conclusion

Employer has violated several California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that o he may pursue her claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 20STCV15983

Pedro Ceren v. American Medical Response Ambulance Service, Inc., et al

I, LUSIN GRIGORIAN declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On April 11, 2025, I served the foregoing document described as:

SECOND AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT

 X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail lusin@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Michael S. Kun, Esq.
Kevin Sullivan, Esq.
EPSTEIN BECKER&GREEN, P.C
1925 Century Park East, Suite 500
Los Angeles, CA 90067-2506
mkun@ebglaw.com
KSullivan@ebglaw.com

Attorneys for Defendants, American Medical Response Ambulance Service, Inc., a Delaware corporation, American Medical Response of Southern California, a California corporation

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 11, 2025, in Glendale, California.



LUSIN GRIGORIAN