

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----	X
JAMES RICHARD, ROYAL HUFF, VERONNICA	:
ALVARADO, NICK SMITH, AND SAMANTHA HICKS,	: Index No.: 510337/2020
on behalf of themselves and all others similarly situated,	:
	: FIRST AMENDED CLASS
Plaintiffs,	: ACTION COMPLAINT
	:
- against -	: Jury Trial Demanded
	:
AMBULNZ HEALTH, LLC and AMBULNZ TN, LLC,	:
	:
Defendants.	X

Plaintiffs James Richard, Royal Huff, Veronnica Alvarado, Nick Smith, and Samantha Hicks (“Plaintiffs”), individually and on behalf of all others similarly situated, by their attorneys Outten & Golden LLP and Employment and Consumer Law Group, upon personal knowledge as to themselves and upon information and belief as to other matters, allege as follows:

NATURE OF THE ACTION

1. During the most serious pandemic in a century, Plaintiffs and their coworkers—deployed emergency medical technicians (“EMTs”) and paramedics—answered the call of duty by putting their lives at risk and traveling from their homes in Tennessee, Arizona, Colorado, and California, among other states around the country, to provide desperately needed life-saving support to the residents of New York City.

2. Upon information and belief, at Defendants’ direction, at least 40 deployed EMTs and paramedics drove Defendants’ ambulances from their home locations of Tennessee, Arizona, Colorado, and California, among others, to New York City. Deployed EMTs and paramedics transported Defendants’ ambulances and medical equipment across state lines.

3. The work during this deployment was so dangerous that at least one paramedic died after contracting COVID-19 during his deployment to New York City.¹

4. Despite their personal sacrifices, including the tragic loss of life for one of Plaintiffs' colleagues, Defendants Ambulnz Health, LLC and Ambulnz TN, LLC (together, "Defendants" or "Ambulnz") systematically failed to pay Plaintiffs and similarly-situated deployed EMTs and paramedics their full wages for all hours worked while deployed in New York City, as well as all hours spent traveling to and from New York City.

5. In recognition of its unlawful and unjust failure to pay Plaintiffs and similarly-situated deployed EMTs and paramedics their full wages, Ambulnz has taken the extraordinary step of coercing its employees to sign general release agreements which purportedly give up the right to seek recovery of unpaid wages. Any release agreements signed by Ambulnz employees are the result of duress, contravene the New York Labor Law's ("NYLL") prohibition on workers waiving their entitlements to be paid for hours worked, and are invalid.

6. Plaintiffs bring this class action on behalf of themselves and all similarly-situated individuals to seek recovery for violations of NYLL, Article 6 § 190 *et seq.* and the supporting New York Codes, Rules & Regulations ("NYCRR"), Title 12 § 142 *et seq.*

7. Plaintiffs additionally bring individual claims to seek recovery for violations of NYLL, Article 6, §§ 191 and 195.

¹ Elisha Fieldstadt, *Colorado paramedic who traveled to NYC to help coronavirus victims dies after contracting COVID-19*, NBC News (May 1, 2020), <https://www.nbcnews.com/news/us-news/colorado-paramedic-who-traveled-nyc-help-coronavirus-victims-dies-after-n198041> (last visited on June 17, 2020).

JURISDICTION AND VENUE

8. Defendants Ambulnz Health, LLC and Ambulnz TN, LLC are Delaware and Tennessee corporations, respectively, and maintain their principal place of business in New York, NY. They are therefore subject to personal jurisdiction in New York.

9. At all times relevant, Plaintiffs and the putative Class were employed in the State of New York.

10. Venue is proper in this County pursuant to New York Civil Practice Law and Rules (“CPLR”) § 503 because a substantial part of the events giving rise to Plaintiffs’ claims occurred in this County.

11. Assignment to the Civil Term is warranted because the action asserts a statutory violation arising out of business dealings and meets the monetary threshold of \$25,000, exclusive of punitive damages, interests, costs, disbursements, and attorney fees claimed.

12. This Court is empowered to issue a declaratory judgment pursuant to CPLR § 3001.

THE PARTIES

Plaintiff

James Richard

13. Plaintiff James Richard is a resident of Murfreesboro, Tennessee.

14. At all times relevant to the Complaint, Plaintiff Richard was an “employee” of Ambulnz within the meaning of NYLL § 190(2).

15. Plaintiff Richard was employed by Ambulnz as an EMT from approximately February 27, 2020 through August 9, 2020.

16. Plaintiff Richard was deployed to New York, NY by Ambulnz from approximately April 2, 2020 through April 30, 2020 as part of the response to the COVID-19 pandemic.

17. While deployed in New York, NY, Plaintiff Richard regularly worked, and was required to work by Ambulnz, 168 hours per workweek—or 24 hours per day for every day of his deployment. For example, Plaintiff Richard worked 168 hours during the week of April 6, 2020.

18. At all times relevant, Plaintiff Richard belonged to a class of interstate transportation workers.

Royal Huff

19. Plaintiff Royal Huff is a resident of Escondido, CA.

20. At all times relevant to the Complaint, Plaintiff Huff was an “employee” of Ambulnz within the meaning of NYLL § 190(2).

21. Plaintiff Huff was employed by Ambulnz as a paramedic from approximately March 16, 2020 through May 8, 2020.

22. Plaintiff Huff was deployed to New York, NY by Ambulnz from approximately March 30, 2020 through April 23, 2020 as part of the response to the COVID-19 pandemic.

23. On April 23, 2020, in retaliation for complaining about Ambulnz’s unlawful pay practices, Ambulnz sent Plaintiff Huff and one other EMT to King of Prussia, Pennsylvania even though there was no medical need for any response team there.

24. While deployed in New York, NY, Plaintiff Huff regularly worked, and was required to work by Ambulnz, 168 hours per workweek—or 24 hours per day for every day of his deployment. For example, Plaintiff worked 168 hours during the week of April 6, 2020.

25. At all times relevant, Plaintiff Huff belonged to a class of interstate transportation workers.

Veronnica Alvarado

26. Plaintiff Veronnica Alvarado is a resident of Chino, California.

27. At all times relevant to the Complaint, Plaintiff Alvarado was an “employee” of Ambulnz within the meaning of NYLL § 190(2).

28. Plaintiff Alvarado has been employed by Ambulnz as a paramedic from approximately February 2020 through the present.

29. Plaintiff Alvarado was deployed to New York, NY by Ambulnz from approximately March 28, 2020 through May 7, 2020 as part of the response to the COVID-19 pandemic.

30. While deployed in New York, NY, Plaintiff Alvarado regularly worked, and was required to work by Ambulnz, 168 hours per workweek—or 24 hours per day for every day of her deployment. For example, Plaintiff Alvarado worked 168 hours during the week of April 6, 2020.

31. Plaintiff Alvarado was sent home from the New York deployment by Ambulnz on approximately May 7, 2020, and Ambulnz did not compensate her for her last week(s) of work for at least a month following the weeks she performed this work.

32. At all times relevant, Plaintiff Alvarado belonged to a class of interstate transportation workers.

Nick Smith

33. Plaintiff Nick Smith is a resident of Oak Park, California.

34. At all times relevant to the Complaint, Plaintiff Smith was an “employee” of Ambulnz within the meaning of NYLL § 190(2).

35. Plaintiff Smith was employed by Ambulnz as an EMT from approximately February 2019 through late July 2020.

36. Plaintiff Smith was deployed to New York, NY by Ambulnz from approximately April 1, 2020 through May 6, 2020 as part of the response to the COVID-19 pandemic.

37. While deployed in New York, NY, Plaintiff Smith regularly worked, and was required to work by Ambulnz, 168 hours per workweek—or 24 hours per day for every day of his deployment. For example, Plaintiff Smith worked 168 hours during the week of April 6, 2020.

38. At all times relevant, Plaintiff Smith belonged to a class of interstate transportation workers.

Samantha Hicks

39. Plaintiff Samantha Hicks is a resident of Winchester, California.

40. At all times relevant to the Complaint, Plaintiff Hicks was an “employee” of Ambulnz within the meaning of NYLL § 190(2).

41. Plaintiff Hicks was employed by Ambulnz as an EMT from July 22, 2019 through August 6, 2020.

42. Plaintiff Hicks was deployed to New York, NY by Ambulnz from March 27, 2020 through May 1, 2020 as part of the response to the COVID-19 pandemic.

43. While deployed in New York, NY, Plaintiff Hicks regularly worked, and was required to work by Ambulnz, 168 hours per workweek—or 24 hours per day for every day of

her deployment. For example, Plaintiff Hicks worked 168 hours during the week of April 20, 2020.

44. At all times relevant, Plaintiff Hicks belonged to a class of interstate transportation workers.

Defendants

45. Defendant Ambulnz Health, LLC is a Delaware corporation with its headquarters in New York, NY.

46. Defendant Ambulnz TN, LLC is a Tennessee corporation with its headquarters in New York, NY.

47. Defendants are private for-profit entities that operate an on-demand medical transportation services company.

48. Upon information and belief, Defendants contract with government agencies, including the Federal Emergency Management Agency (“FEMA”), as well as other government contractors, including American Medical Response, Inc. (“AMR”) and Global Medical Response, Inc. (“GMR”) to provide medical transportation services, in which they transport patients and medical supplies on a both intra and interstate basis.

49. Upon information and belief, Defendants operate a single integrated enterprise such that the actions of one may be imputed to the other and/or so that they operate as joint employers.

50. Defendants are covered employers within the meaning of the NYLL.

51. Each Defendant had the power to control the terms and conditions of employment of Plaintiffs and other similarly-situated current and former deployed EMTs and paramedics, including the terms and conditions relating to the claims alleged herein.

52. During all relevant times, Defendants employed Plaintiffs and other similarly-situated current and former deployed EMTs and paramedics, and controlled and directed the terms of their employment and compensation.

FACTUAL ALLEGATIONS

53. At all times relevant, Plaintiffs and similarly-situated deployed EMTs and paramedics were employed by Ambulnz to provide medical transportation services.

54. Starting in approximately March 2020 through May 2020, Ambulnz was subcontracted through FEMA, AMR, and/or GMR in various cities to help transport medical patients, including patients who had COVID-19.

55. From approximately March 2020 through May 2020, Ambulnz deployed Plaintiffs and similarly-situated EMTs and paramedics to New York City to assist with FEMA's coordinated response to the COVID-19 outbreak in New York.

56. Prior to their deployment, Ambulnz promised deployed EMTs and paramedics that they would be paid for 24 hours a day, 7 days a week for the duration of their deployment, as is typical of FEMA deployments.

57. Specifically, on approximately, March 25, 2020, Ambulnz Operation Supervisor Randy Howard told Plaintiff Huff and Plaintiff Alvarado that they would be paid "portal to portal, 24/7" and "from the time you left LAX until you come back to LAX," referring to the full duration of their deployment.

58. In late March 2020, Ambulnz supervisor Daniel Santillan communicated to Plaintiff Smith that he would be paid "plane ride to plane ride," referring to the entire duration of his deployment.

59. Upon information and belief, other ambulance services companies contracted by FEMA, AMR and/or GMR to assist with the COVID-19 response in New York, NY paid EMTs and paramedics for 24 hours a day, 7 days a week for the duration of their deployment.

60. Ambulnz required Plaintiffs and other deployed EMTs and paramedics to drive ambulances, as well as the medical and personal protective equipment and other supplies contained therein, across state lines from their home locations in California, Colorado, Tennessee, and elsewhere to New York City in order to transport these vehicles and accompanying supplies to be used during the deployment.

61. For example, Ambulnz required Plaintiff Hicks and other deployed EMTs and paramedics to drive ambulances and transport supplies on back-and-forth trips between Pennsylvania and New Jersey, prior to delivering these ambulances to New York for the COVID-19 deployment.

62. Ambulnz required Plaintiff Alvarado, Plaintiff Smith, and other deployed EMTs and paramedics deployed to New York City to transport ambulances, patients, medical and personal protective equipment and other supplies contained therein, during their deployment in New York City to other states, like New Jersey, because of hospital capacity issues in New York City.

63. Ambulnz also required Plaintiff Huff to transport from New York City to King of Prussia, Pennsylvania to aid in transporting medical supplies and patients.

64. By transporting medical vehicles and supplies across state lines in the course of their job duties, Ambulnz's deployed EMTs and paramedics, including Plaintiffs, are employed as transportation workers engaged in interstate commerce.

65. One of the primary duties of Ambulnz's deployed EMTs and paramedics, including Plaintiffs, was to transport patients and medical supplies as part of interstate commerce, across state lines.

66. Transportation of ambulance vehicles and supplies through interstate commerce across state lines was a central part of Ambulnz's deployed EMTs' and paramedics' job duties.

67. Upon information and belief, deployed EMTs' and paramedics' interstate transportation of ambulances and supplies across state lines to New York City was an integral part of Ambulnz's business and its performance of its contractual obligations.

68. Upon information and belief, Ambulnz did not pay Plaintiffs or similarly-situated deployed EMTs and paramedics for all hours spent working while traveling from their home locations to their deployment in New York.

69. As deployed EMTs and paramedics, Plaintiffs and similarly-situated individuals were responsible for responding in an ambulance to emergency and other medical calls, providing basic medical assistance at the site of the emergency, and transporting individuals, including to hospitals for treatment.

70. Ambulnz, in coordination with FEMA, AMR, and/or GMR officials, scheduled Plaintiffs and similarly-situated deployed EMTs and paramedics to work 12 hours per day, 7 days a week, for the entire duration of their deployment.

71. Despite their assigned shift schedules, Ambulnz, in coordination with FEMA, AMR, and/or GMR officials, required Plaintiffs and similarly-situated deployed EMTs and paramedics to work 24 hours a day, 7 days a week for the duration of their deployment.

72. Ambulnz, in coordination with FEMA, AMR, and/or GMR officials, exercised total control over Plaintiffs and similarly-situated deployed EMTs and paramedics during every hour of their deployment.

73. Before and after their scheduled shifts, Ambulnz, in coordination with FEMA, AMR, and/or GMR officials, required Plaintiffs and similarly-situated deployed EMTs and paramedics to wait for and use Ambulnz/FEMA shuttles to transport them between their worksites and their hotels.

74. Under the rules set by FEMA, AMR, and/or GMR officials, which Plaintiffs and similarly-situated deployed EMTs and paramedics were required to adhere to as a part of their employment with Ambulnz, they were not permitted to arrange their own travel between their worksites and hotels, go to any other locations, or otherwise travel freely at any time.

75. Under the rules set by FEMA, AMR, and/or GMR officials, which Plaintiffs and similarly-situated deployed EMTs and paramedics were required to adhere to as a part of their employment with Ambulnz, they were required to remain in their hotel rooms at all times when not on shift, at a worksite, or in transit to/from a worksite, with very limited exceptions for unpaid time off. If they did not remain in their hotel rooms, Plaintiffs and similarly-situated deployed EMTs and paramedics faced removal from deployment, suspension, and/or termination.

76. Upon information and belief, to ensure that Plaintiffs and similarly-situated deployed EMTs and paramedics did not leave their hotel rooms, Ambulnz, in coordination with FEMA, AMR, and/or GMR officials, utilized a security guard posted in the hotel lobby and further required Plaintiffs and similarly-situated deployed EMTs and paramedics to carry GPS-tracking phones at all times to monitor their whereabouts. Deployed Ambulnz EMTs and

paramedics were told that “people” were watching them and that they would be sent home if they left their hotel room.

77. Ambulnz, in coordination with FEMA, AMR, and/or GMR officials, required deployed paramedics, including Plaintiff Huff and Plaintiff Alvarado, to carry and secure Schedule II prescription medications, such as morphine and fentanyl, on their person at all times for the entire duration of their New York City deployment because they were not provided with keys to ambulance lockboxes to store such medications.

78. Upon information and belief, deployed paramedics are not lawfully permitted to carry such medications when they are not working, and therefore were required to work at all times.

79. Ambulnz, in coordination with FEMA, AMR, and/or GMR officials, required Plaintiffs and similarly-situated deployed EMTs and paramedics to remain “on call” at all times while not on shift, including by monitoring their radios and phones for any emergency calls and responding to any call or message immediately, regardless of the time.

80. In addition to exercising total control of the movements and whereabouts of Plaintiffs and similarly-situated deployed EMTs and paramedics, Ambulnz, in coordination with FEMA officials, further controlled their activities, including by prohibiting them from consuming alcohol or engaging in any sexual activity while at their hotel, in order to remain “on call” for any emergencies.

81. Upon information and belief, Ambulnz’s deployed EMTs and paramedics were in fact called and required to report to work during their “on call” hours.

82. Plaintiffs’ and similarly-situated deployed EMTs’ and paramedics’ job duties during “on call” hours were not meaningfully different from their duties during shift hours

because they were required to monitor and immediately respond to calls regarding medical emergencies regardless of the time, and were otherwise not free to travel or choose their activities.

83. Ambulnz required Plaintiffs and similarly-situated deployed EMTs and paramedics to comply with any orders and directives given by FEMA, AMR, and/or GMR officials during the New York City deployment.

84. Ambulnz only compensated Plaintiffs and similarly-situated deployed EMTs and paramedics for hours they worked on the ambulance and clocked in during each workday.

85. Ambulnz additionally failed to provide Plaintiffs and similarly-situated deployed EMTs and paramedics with an additional hour of pay for each day in which they worked in excess of ten (10) hours per day.

86. Ambulnz paid Plaintiffs and similarly-situated deployed EMTs and paramedics every two weeks.

87. Ambulnz failed to provide Plaintiffs and similarly-situated deployed EMTs and paramedics with accurate wage statements or an annual wage notice, as required by the NYLL.

CLASS ACTION ALLEGATIONS

88. Plaintiffs bring this action pursuant to CPLR § 901 *et seq.*, on behalf of themselves and the following Class: All persons who work or worked for Ambulnz as EMTs or paramedics in New York, New York on the COVID-19 Strike Teams between the start of deployment in New York City and the date of final judgment in this action.

89. Numerosity: Upon information and belief, there are more than 40 members of the Class. Joinder would therefore be impracticable.

90. Existence and Predominance of Common Questions: There are questions of law and fact common to Plaintiffs and the Class that predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:

- a. Whether Ambulnz's failure to compensate Plaintiffs and Class members for all hours worked is a violation of the NYLL;
- b. Whether and to what extent Plaintiffs and Class members worked 168 hours per workweek, or 24 hours each day;
- c. Whether Ambulnz failed to pay Plaintiffs and Class members for an additional hour at the rate of minimum wage when any employee worked 10 or more hours in a day; and
- d. Ambulnz's violations of the NYLL were willful or if Ambulnz had a good faith basis to believe that its underpayment of wages was in compliance with the law.

91. Typicality: The claims of the Plaintiffs are typical of the claims of the Class they seek to represent. Plaintiffs and Class members work or have worked for Ambulnz in the same job titles, were required to work 24 hours per day, and have not been paid for all of their hours worked, including overtime compensation for the hours that they worked in excess of 40 hours per week.

92. Adequacy: Plaintiffs will fairly and adequately represent and protect the interests of the Class that they seek to represent. Plaintiffs have retained counsel competent and experienced in complex class action litigation on behalf of employees and intends to prosecute this action vigorously.

93. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation—particularly in the context of a wage and hour litigation like the present action, where individual plaintiffs may lack the financial resources to prosecute a lawsuit vigorously in federal court against corporate defendants. The members of the Class have

been damaged and are entitled to recovery as a result of Ambulnz's common and uniform policies, practices, and procedures. Although the relative damages suffered by individual Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Ambulnz's practices.

94. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action. The Class is readily identifiable from Ambulnz's records.

95. Without a class action, Ambulnz will likely retain the benefit of its wrongdoing and will continue a course of action that will result in further damages to Class members.

FIRST CAUSE OF ACTION
NYLL – Unpaid Overtime Wages
(Brought on behalf of Plaintiffs and the Class)

96. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

97. The foregoing conduct, as alleged, violates the NYLL.

98. At all relevant times, Ambulnz has been an "employer" within the meaning of N.Y. Lab. Law §§ 190, 651.

99. At all relevant times, Ambulnz employed Plaintiffs and members of the Class, within the meaning of N.Y. Lab. Law §§ 190, 651.

100. NYLL requires an employer, such as Ambulnz, to pay wages for all hours worked and overtime compensation to all non-exempt employees.

101. Plaintiffs and members of Class are not exempt from overtime pay requirements under the NYLL.

102. The sums owed to Plaintiffs and Class members are not discretionary and are therefore “wages” within the meaning of the NYLL.

103. At all relevant times, Ambulnz had a policy and practice of failing and refusing to pay for all hours worked, including overtime pay, to Plaintiffs and members of Class for their hours worked in excess of forty (40) per workweek.

104. By failing to pay or otherwise withholding wages earned and due to Plaintiffs and members of the Class for their hours worked in excess of forty (40) per workweek, Ambulnz has violated NYLL Article 6, § 190 *et seq.*, Article 19, § 650 *et seq.*, and NYCRR tit. 12, § 142-2.2. These violations were willful within the meaning of NYLL §§ 198, 663.

105. Plaintiffs, on behalf of themselves and members of the Class, seek damages in the amount of the respective unpaid wages earned and due, and for unpaid wages for work performed in excess of forty (40) hours in a workweek, at a rate of not less than one and one-half times the regular rate of pay, as provided by NYLL Article 6, § 190 *et seq.*, Article 19, § 650 *et seq.*, and NYCRR tit. 12, § 142-2.2, plus liquidated damages, and such other legal and equitable relief as this Court deems just and proper.

106. Plaintiffs, on behalf of themselves and members of the Class, seeks recovery of attorneys’ fees and costs of this action to be paid by Ambulnz as provided by NYLL §§ 198, 663.

SECOND CAUSE OF ACTION
NYLL – Unpaid Spread of Hours Compensation
(Brought on behalf of Plaintiffs and the Class)

107. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

108. The foregoing conduct, as alleged, violates the NYLL.

109. At all relevant times, Ambulnz has been an “employer” within the meaning of NYLL §§ 190, 651.

110. At all relevant times, Ambulnz employed Plaintiffs and members of the Class, within the meaning of NYLL §§ 190, 651.

111. Pursuant to NYLL § 652 and 12 NYCRR § 142-2.4, Ambulnz was required to pay Plaintiffs and Class members one extra hour of pay for hours worked beyond 10 hours in a workday.

112. Ambulnz willfully failed and refused to pay Plaintiffs and Class members their earned wages, including the statutorily-required minimum wage.

113. Plaintiffs, on behalf of themselves and members of the Class, seeks damages in the amount of the respective unpaid wages earned and due, and for unpaid wages for work performed in excess of forty (40) hours in a workweek, at a rate of not less than one and one-half times the regular rate of pay, as provided by NYLL Article 6, § 190 *et seq.*, Article 19, § 650 *et seq.*, and NYCRR tit. 12, § 142-2.2, plus liquidated damages, and such other legal and equitable relief as this Court deems just and proper.

114. Plaintiffs, on behalf of themselves and members of the Class, seeks recovery of attorneys’ fees and costs of this action to be paid by Ambulnz as provided by NYLL §§ 198, 663.

THIRD CAUSE OF ACTION
NYLL – Failure to Provide Accurate Wage Statements
(Brought on behalf of Plaintiffs)

115. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

116. The foregoing conduct, as alleged, violates the NYLL.

117. At all relevant times, Ambulnz has been an “employer” within the meaning of NYLL §§ 190, 651.

118. At all relevant times, Ambulnz employed Plaintiffs within the meaning of NYLL §§ 190, 651.

119. Pursuant to NYLL § 195, Ambulnz was required to provide Plaintiffs with accurate wage statements reflecting, among other things, gross wages for all hours worked.

120. Ambulnz willfully failed and refused to provide Plaintiffs and similarly-situated EMTs and paramedics with the statutorily-required accurate wage statements.

121. Due to Ambulnz’s willful violations of NYLL, Article 6, § 195(3), Plaintiffs are entitled to statutory penalties of \$250 for each workweek that Ambulnz failed to provide them with accurate wage statements, or a total of up to \$5,000, reasonable attorneys’ fees, costs, and injunctive and declaratory relief, as provided for by the NYLL, Article 6, § 198(1-d).

FOURTH CAUSE OF ACTION
NYLL – Failure to Provide Wage Notices
(Brought on behalf of Plaintiffs)

122. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

123. The foregoing conduct, as alleged, violates the NYLL.

124. At all relevant times, Ambulnz has been an “employer” within the meaning of NYLL §§ 190, 651.

125. At all relevant times, Ambulnz employed Plaintiffs within the meaning of NYLL §§ 190, 651.

126. Ambulnz has willfully failed to supply Plaintiffs with wage notices at the time of his hire, as required by the NYLL, Article 6, § 195(1), containing his rate or rates of pay and

basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the regular pay day designated by the employer in accordance with NYLL, Article 6, § 191; the name of the employer; any “doing business as” names used by the employer; the physical address of the employer’s main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary. Ambulnz also failed to obtain from Plaintiffs a signed and dated written acknowledgements of receipt of the notice and failed to preserve and maintain the receipt for six years.

127. Through Ambulnz’s knowing or intentional failure to provide Plaintiffs with the wage notices required by the NYLL, Ambulnz has willfully violated NYLL, Article 6, §§ 190, *et seq.*, and the supporting New York State Department of Labor Regulations.

128. Due to Defendant’s willful violations of NYLL, Article 6, § 195(1), Plaintiffs are entitled to statutory penalties of \$50 for each workday that Defendants failed to provide them with wage notices, or up to a total of \$5,000, reasonable attorneys’ fees, costs, and injunctive and declaratory relief, as provided for by the NYLL, Article 6, § 198(1-b).

FIFTH CAUSE OF ACTION
NYLL – Failure to Pay Wages Weekly
(Brought on behalf of Plaintiffs)

129. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

130. The foregoing conduct, as alleged, violates the NYLL.

131. At all relevant times, Ambulnz has been an “employer” within the meaning of NYLL §§ 190, 651.

132. At all relevant times, Ambulnz employed Plaintiffs and similarly-situated EMTs and paramedics, within the meaning of NYLL §§ 190, 651.

133. Pursuant to NYLL § 191(1)(a), Ambulnz was required to pay Plaintiffs weekly and not later than seven calendar days after the end of the week in which the wages were earned.

134. Ambulnz willfully failed and refused to pay Plaintiffs and similarly-situated EMTs and paramedics weekly and not later than seven calendar days after the end of the week in which the wages were earned.

135. Plaintiffs seek liquidated damages, attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper, as provided by NYLL §§ 198, 663 and recognized in *Vega v. CM & Assocs. Constr. Mgmt, LLC*, 107 N.Y.S.3d 286 (N.Y. App. Div., 1st Dept. 2019).

PRAYER FOR RELIEF

Plaintiffs, on behalf of themselves and all others similarly situated, seeks the following relief:

- A. An immediate injunction pursuant to CPLR § 6301 *et seq.* restraining Ambulnz's efforts to coerce Plaintiffs and Class members from signing general release agreements;
- B. Certification of this action as a class action under CPLR § 901 *et seq.*;
- C. Designation of Plaintiffs as representative of the Class;
- D. Designation of Plaintiffs' Counsel as Counsel for the Class;
- E. A declaratory judgment that Ambulnz's conduct complained of herein has violated the NYLL;

- F. Unpaid wages and overtime pay and an equal amount as liquidated damages, pursuant to the NYLL;
- G. Statutory damages;
- H. A reasonable service award to compensate Plaintiffs for the time they have spent and will spend attempting to recover wages for the Class and for the risks they take in doing so;
- I. Attorneys' fees, costs, and expenses;
- J. Prejudgment and post-judgment interest, as provided by law; and
- K. Such other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all questions of fact raised by this Complaint.

Dated: August 17, 2020
New York, NY

Respectfully submitted,
/s/ Sally J. Abrahamson

Sally J. Abrahamson
OUTTEN & GOLDEN LLP
601 Massachusetts Avenue NW, Ste 200W
Washington, D.C. 20001
Telephone: 202-847-4400
sabrahamson@outtengolden.com

Michael C. Danna
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: 212-245-1000
mdanna@outtengolden.com

Jonathan A. Street*
Curt Masker*
EMPLOYMENT & CONSUMER LAW GROUP
1720 West End Avenue, Suite 402
Nashville, TN 37203
Telephone: 615-850-0632
street@eclaw.com
curt@eclaw.com

Attorneys for Plaintiffs and the Proposed Class

* Motion for admission *pro hac vice* forthcoming.