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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

JOEY STEPHENS, MANUEL MARTINEZ,
ERIC MCINTYRE, JEREMY CAPPS, and
TYLER IRISH, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

HALL AMBULANCE SERVICE, INC.; and
DOES 1 thru 50, inclusive,

Defendants.

CASE NO. BCV-20-101643

Complaint filed: July 16, 2020
FAC filed: August 7, 2020
Assigned to: Hon. Thomas S. Clark
Trial Date: None Set

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime, Labor Code §§ 510, 1194, 1199;
2. Failure to Provide Meal Periods, Labor Code §§ 226.7, 512;
3. Failure to Authorize and Permit Rest Periods, IWC Wage Order No. 9, § 12, Labor Code § 226.7;
4. Failure to Pay Minimum Wage Under Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4;
5. Waiting Time Penalties, Labor Code § 203; and
6. Violations of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code §2699, et seq.

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1 Plaintiffs JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY CAPPS,
2 and TYLER IRISH (collectively “PLAINTIFFS”), on behalf of themselves and all others similarly
3 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
4 under Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”), as
5 alleged more specifically below, complain and allege of Defendant HALL AMBULANCE
6 SERVICE, INC. (“Defendant”), as follows:

7 I.

8 **INTRODUCTION**

9 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
10 382, and Labor Code §2699, et seq., on behalf of Plaintiffs and a Proposed Class defined as:

11 All field employees (including Emergency Medical Technicians,
12 Paramedics, and Dispatchers) who are employed or have been
13 employed by HALL AMBULANCE SERVICE, INC., in the State
of California during the period August 21, 2015 to the present.

14 2. From August 21, 2015 continuing to the present (“Class Period”), Defendant has
15 had a consistent policy of failing to pay the legally required overtime premium pay to all members
16 of the Proposed Class when they work more than eight (8) hours in a day or forty (40) hours in a
17 week. Defendant has paid Plaintiffs and Proposed Class members according to a tiered hourly rate
18 pay scale that varies by the length of the scheduled shift, with the pay rate decreasing as the shift
19 length increases. Defendant paid Plaintiffs and other Proposed Class members overtime using
20 these rates as the regular rate of pay, which serves as a subterfuge of California’s overtime
21 requirements.

22 3. During the Class Period, Defendant has had a consistent policy of failing to provide
23 Proposed Class members a meal period within the first five (5) hours of work that is free of all
24 work duties and Defendant’s control. Defendant has also failed to properly pay Proposed Class
25 members one (1) hour of pay at the employees’ appropriate rate of pay for each workday that the
26 compliant meal periods were not provided, as required by California state wage and hour laws.

27 4. During the Class Period, Defendant has had a consistent policy of failing to
28 authorize and permit Proposed Class members rest periods of at least ten (10) minutes for every

four (4) hours of work or major fraction thereof that are free of all work duties and Defendant's control. Defendant has also failed to properly pay Proposed Class members one (1) hour of pay at the employees' appropriate rate of pay for each workday that the compliant rest breaks were not authorized and permitted, as required by California state wage and hour laws.

5. During the Class Period, Defendant has failed to pay at least minimum wage to Proposed Class members for time spent in Defendant's required training and continuing education programs and mandatory medical appointments with medical providers under contract with Defendant.

6. For at least three (3) years prior to August 21, 2019 and continuing to the present, Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiffs JOEY STEVENS and TYLER IRISH and members of the Proposed Class who are no longer employed by Defendant.

7. Plaintiffs, on behalf of themselves and all Proposed Class members brings this action pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1194.2, and 1197; California Industrial Welfare Commission Wage Order 9-2001(California Code of Regulations, Title 8, Section 11090) ("IWC Wage Order No. 9), seeking unpaid wages/overtime, meal and rest period premium pay, minimum wage and liquidated damages, waiting time penalties, and reasonable attorneys' fees and costs.

8. Plaintiffs, on behalf of themselves and all Proposed Class members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to PAGA and continuing to the present, Defendant has violated several Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in their PAGA notice letter (*see* Exhibit "1"), brings this representative action pursuant to Labor Code §2699, et seq. seeking penalties for Defendant's failure to pay wages/overtime,

1 meal and rest period premium pay, minimum wage and liquidated damages, and waiting time
2 penalties.

3 II.

4 **JURISDICTION AND VENUE**

5 10. This Court has subject matter jurisdiction over all causes of action asserted herein
6 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
7 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
8 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
9 State of California or is subject to adjudication in the courts of the State of California.

10 11. This Court has personal jurisdiction over Defendant because Defendant has caused
11 injuries in the County of Kern and the State of California through their acts, and by their violation
12 of the California Labor Code, IWC wage orders, California state common law, and California
13 Business & Professions Code § 17200, *et seq.*

14 12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
15 Civil Procedure § 395. Defendant operates within California and does business within Kern
16 County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all Proposed Class
17 members within the State of California and the county of Kern.

18 13. This case should be classified as complex according to Rule 3.400 of the California
19 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
20 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
21 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
22 require substantial post judgment judicial supervision.

23 III.

24 **PARTIES**

25 **A. PLAINTIFFS**

26 14. Plaintiff JOEY STEPHENS was employed by Defendant as an Emergency Medical
27 Technician (“EMT”) from September 2018 to May 2020. Mr. Stevens resides in Bakersfield,
28 California. He performed a substantial amount of his job duties for Defendant in Kern County.

1 15. Plaintiff MANUEL MARTINEZ is currently employed by Defendant as an EMT.
2 Mr. Martinez resides in Lancaster, California. He has performed a substantial amount of his job
3 duties for Defendant in Kern County.

4 16. Plaintiff ERIC MCINTYRE is currently employed by Defendant as an EMT. Mr.
5 McIntyre resides in Palmdale, California. He has performed a substantial amount of his job duties
6 for Defendant in Kern County.

7 17. Plaintiff JEREMY CAPPS is currently employed by Defendant as an EMT. Mr.
8 Capps resides in Palmdale, California. He has performed a substantial amount of his job duties for
9 Defendant in Kern County.

10 18. Plaintiff TYLER IRISH was employed by Defendant as an EMT from
11 approximately July 2007 to May 2020. He performed a substantial amount of his job duties for
12 Defendant in Kern County. He resides in Tehachapi, California.

13 **B. DEFENDANTS**

14 19. Defendant HALL AMBULANCE SERVICE, INC. is a California corporation
15 operating within the State of California, with corporate and operational headquarters located in
16 Bakersfield, California. Defendant has employed Plaintiffs and similarly situated persons as hourly
17 employees within California. Defendant has done and does business within Kern County and
18 surrounding counties.

19 20. The true names and capacities, whether individual, corporate, associate, or
20 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
21 Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
22 § 474. Plaintiffs are informed and believes, and based thereon alleges, that each of the Defendants
23 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
24 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
25 capacities of the Defendants designated hereinafter as DOES when such identities become known.

26 21. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
27 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
28 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are

1 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
2 employer and/or joint employer of Plaintiffs and the Proposed Class members.

3 22. Furthermore, Defendants acted in all respects as the employers or joint employers
4 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
5 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
6 engaged, thereby creating a common law employment relationship, with the Proposed Class.
7 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

8 IV.

9 **FACTUAL BACKGROUND**

10 23. Plaintiffs and the Proposed Class are, and at all times pertinent hereto, have been
11 classified as non-exempt employees by Defendant and have been paid on an hourly basis.

12 24. Upon information and belief, Plaintiffs and the Proposed Class are covered by IWC
13 Wage Order No. 9.

14 25. During the Class Period, Plaintiffs and the Proposed Class members were not paid
15 at the appropriate regular rate of pay for overtime purposes. Plaintiffs and Proposed Class members
16 work shifts of varying lengths, scheduled to be 8, 10, 12, or 24 hours in length. The hourly rate of
17 compensation depends on the length of the scheduled shift, with the rate of pay decreasing as the
18 shift length increases. Plaintiffs and Proposed Class members were not properly compensated for
19 overtime at the appropriate rate of pay because Defendant paid them different rates of overtime
20 pay depending on the length of the shift.

21 26. During the Class Period, Defendant has had a consistent policy of failing to provide
22 Proposed Class members a meal period within the first five (5) hours of work that was free of all
23 work duties and Defendant's control; nor has Defendant provided a meal period free of all duties
24 and control for shifts lasting longer than 10 hours. Defendant has also failed to properly pay
25 Proposed Class members one (1) hour of pay at the employees' appropriate rate of pay for each
26 workday that lawful meal periods were not provided, as required by California state wage and hour
27 laws.

28 27. During the Class Period, Defendant has had a consistent policy of failing to

1 authorize and permit Proposed Class members a rest period of at least ten (10) minutes for every
2 four (4) hours of work or major fraction thereof that was free of all work duties and Defendant's
3 control. Defendant has failed to properly pay Proposed Class members one (1) hour of pay at the
4 employees' appropriate rate of pay for each workday that lawful rest breaks were not provided, as
5 required by California state wage and hour laws.

6 28. In order to maintain the necessary governmental licenses, EMTs and paramedics
7 must participate in regular training and continuing education programs and undergo medical
8 exams. Defendant required Plaintiffs and Proposed Class members to use its in-house programs
9 for such training and education and to be seen by medical providers that it had under contract.
10 Defendant failed to pay Plaintiffs and Proposed Class Members for their time spent in these
11 mandatory training and education programs and medical visits.

12 29. Defendant willfully failed to pay all earned wages and compensation to Plaintiffs
13 JOEY STEVENS and TYLER IRISH and to Proposed Class members at the time they quit or were
14 discharged from Defendant's employment.

15 30. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

16 V.

17 **CLASS ACTION ALLEGATIONS**

18 31. Plaintiffs bring this action on behalf of themselves and all others similarly situated
19 as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent a
20 proposed class composed of and defined as follows:

21 All field employees (including Emergency Medical Technicians,
22 Paramedics, and Dispatchers) who are employed or have been
23 employed by HALL AMBULANCE SERVICE, INC., in the State
of California during the period August 21, 2015 to the present.

24 32. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court to
25 amend or modify the class description with greater specificity, by division into subclasses, or by
26 limitation to particular issues.

27 33. This action has been brought and may properly be maintained as a class action
28 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined

community of interest in the litigation and the Proposed Class is easily ascertainable.

A. NUMEROSITY

34. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of Proposed Class members has not been determined at this time, Plaintiffs are informed and believe that Defendant currently employs, and during the relevant time periods employed over 350 members of the Proposed Class.

35. Plaintiffs allege that Defendant's employment records would provide information as to the number and location of all Proposed Class members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

36. There are questions of law and fact common to the Proposed Class that predominate over any questions affecting only individual Proposed Class members. These common questions of law and fact include, without limitation:

a. Whether Defendant failed to pay overtime premium pay to Proposed Class members at the appropriate rate as required by Labor Code §§ 510, 1194, 1199, and IWC Wage Order No. 9 or other applicable IWC Wage Orders;

b. Whether Defendant violated Labor Code §§ 226.7, 512 and IWC Wage Order No. 9 or other applicable IWC Wage Orders, by failing to provide Proposed Class members meal periods that were free of all work duties and Defendant's control.

c. Whether Defendant violated Labor Code § 226.7 by failing to compensate Proposed Class members one (1) hour of wages in lieu of the off-duty meal periods;

d. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order No. 9 or other applicable IWC Wage Orders, by failing to authorize and permit Proposed Class members rest periods that were free of all work duties and Defendant's control.

e. Whether Defendant violated Labor Code § 226.7 by failing to compensate Proposed Class members one (1) hour of wages in lieu of the off-duty rest periods;

f. Whether Defendant violated Labor Code §§ 1194, 1197, IWC Wage Order

No. 9, IWC Minimum Wage Ordinance or other applicable IWC Wage Orders by failing to pay at least minimum wage to Proposed Class members for time spent in Defendant-required training and education programs and medical appointments with medical providers in contract with Defendant;

g. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay all wages and compensation due and owing at the time that any Proposed Class member's employment with Defendant terminated;

h. Whether Defendant violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; and

i. Whether Plaintiffs and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

j. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

37. The claims of Plaintiffs are typical of the claims of the Proposed Class. Plaintiffs and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

38. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Proposed Class.

39. Counsel who represent Plaintiffs and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

40. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed

1 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
2 practice of failing to pay all wages due, failing to provide meal periods, failing to authorize and
3 permit rest breaks, failing to pay at least minimum wage for all hours worked, and failing to pay
4 all wages upon resignation or termination.

5 41. Class action treatment will allow those similarly situated persons to litigate their
6 claims in the manner that is most efficient and economical for the parties and the judicial system.
7 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
8 this action that would preclude its maintenance as a class action.

9 VI.

10 **FIRST CAUSE OF ACTION**

11 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

12 **FAILURE TO PAY WAGES AND/OR OVERTIME PURSUANT TO**

13 **LABOR CODE §§ 510, 1194, AND 1199**

14 42. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
15 by reference all previous paragraphs.

16 43. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
17 employees at the rate of no less than one and one-half times the regular rate of pay for any work
18 in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.
19 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
20 the regular rate of pay.

21 44. Plaintiffs and the Proposed Class have been required to work on a regular and
22 consistent basis without receiving compensation for all hours worked at the proper rate. Plaintiffs
23 and the Proposed Class have not been paid at the proper overtime rate when they were working
24 more than eight (8) hours in one day or forty (40) hours in one week. Specifically, Plaintiffs and
25 the Proposed Class have not been properly compensated for overtime at the appropriate hourly rate
26 of pay because Defendant has paid them at different rates of overtime pay depending on the length
27 of their scheduled shift, with the hourly rate decreasing as the length of the scheduled shift
28 increases.

45. By their policy of requiring Plaintiffs and members of the Proposed Class to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the appropriate rate of pay, Defendant has willfully violated the provisions of Labor Code §§ 510, 1194 and 1199.

46. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class members have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

VII.

SECOND CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

LABOR CODE §§ 226.7 AND 512

47. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

48. Labor Code 512 requires an employer to provide a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. The meal period must be free of all work duties and employer control. Labor Code § 226.7 requires an employer to pay an employee one (1) hour of pay at the employee's regular rate of pay for each day it fails to provide compliant meal periods.

49. Plaintiffs and the Proposed Class members have consistently worked shifts over five (5) hours. Defendant has failed to provide Plaintiffs and the Proposed Class with proper meal periods of not less than thirty (30) minutes and has failed to pay one (1) hour of pay at the employees' regular rate of compensation for each workday that compliant meal periods were not provided, as required by California state wage and hour laws. When Defendant paid meal period premiums to Plaintiffs and Proposed Class members, it did so at a rate below the employee's

1 regular rate of compensation.

2 50. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to
3 damages in an amount equal to one (1) hour of wages per each day they were not provided
4 compliant meal periods, in a sum to be proven at trial.

5 VIII.

6 **THIRD CAUSE OF ACTION**

7 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

8 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS PURSUANT TO**

9 **LABOR CODE § 226.7 AND IWC WAGE ORDER NO. 9**

10 51. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
11 by reference all previous paragraphs.

12 52. IWC Wage Order No. 9, § 12 requires an employer to authorize and permit rest
13 breaks of at least ten (10) minutes for every four (4) hours of work or major fraction thereof. The
14 rest period must be free of all duties and employer control. Labor Code § 226.7 requires an
15 employer to pay an employee one (1) hour of pay at the employee's regular rate of pay for each
16 day it fails to provide compliant rest periods.

17 53. Plaintiffs and the Proposed Class members have consistently worked shifts over
18 four (4) hours without receiving a rest period of at least ten minutes in which they were free of all
19 duties and Defendant's control. Defendant has failed to pay one (1) hour of pay at the employees'
20 regular rate of compensation for each workday that compliant rest periods were not provided, as
21 required by California state wage and hour laws.

22 54. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to
23 damages in an amount equal to one (1) hour of wages per each day they were not provided
24 compliant rest periods, in a sum to be proven at trial.

25 IX.

26 **FOURTH CAUSE OF ACTION**

27 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

28 **FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED PURSUANT TO**

1 **LABOR CODE §§ 1194, 1194.2, 1197 AND IWC WAGE ORDER NO. 9**

2 55. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
3 by reference all previous paragraphs.

4 56. Labor Code § 1197 and IWC Wage Order No. 9, § 3 require an employer to pay at
5 least the applicable minimum wage for all hours worked. Labor Code § 1194 allows an aggrieved
6 employee to sue for minimum wage, interest thereon, and reasonable attorney's fees and costs.
7 Labor Code § 1194.2 allows an aggrieved employee to seek liquidated damages for an employer's
8 failure to pay minimum wage for all hours worked.

9 57. Plaintiffs and the Proposed Class members have attended Defendant's required
10 trainings and continuing education sessions and have obtained required medical exams from
11 medical providers under contract with Defendant. Defendant did not pay Plaintiffs and the
12 members of the Proposed Class for their time spent in these trainings and education sessions or
13 medical exams.

14 58. Pursuant to Labor Code §§ 1194, 1194.2, Plaintiffs and the Proposed Class are
15 entitled to minimum wage, interest thereon, liquidated damages, in a sum to be proven at trial.
16 They are also entitled to recover their reasonable attorney's fees and costs.

17 X.

18 **FIFTH CAUSE OF ACTION**

19 **PLAINTIFFS ON BEHALF OF THEMSELVED AND THE PROPOSED CLASS**

20 **WAITING TIME PENALTIES PURSUANT TO**

21 **LABOR CODE § 203**

22 59. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
23 by reference all previous paragraphs.

24 60. Numerous members of the Proposed Class including Plaintiffs JOEY STEVENS
25 and TYLER IRISH are no longer employed by Defendant. They were either fired or quit
26 Defendant's employ.

27 61. Defendant's failure to pay wages and compensation, as alleged above was willful
28 in that Defendant knew wages and compensation to be due but failed to pay them, thus entitling

1 Plaintiffs and the Proposed Class to penalties under Labor Code § 203, which provides that an
2 employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from
3 the time they were due.

4 62. Defendant has failed to pay Plaintiffs JOEY STEVENS and TYLER IRISH and
5 others a sum certain at the time of termination or within seventy-two (72) hours of their resignation,
6 and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of
7 Labor Code § 203, Plaintiffs JOEY STEVENS and TYLER IRISH and members of the Proposed
8 Class are entitled to a penalty in the amount of Plaintiffs' and the Proposed Class members' daily
9 wage multiplied by thirty (30) days.

10 XI.

11 **SIXTH CAUSE OF ACTION**

12 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

13 **UNFAIR COMPETITION PURSUANT TO**

14 **BUSINESS & PROFESSIONS CODE § 17200**

15 63. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
16 by reference all previous paragraphs.

17 64. This is a Class Action for Unfair Business Practices. Plaintiffs, on behalf of
18 themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim
19 pursuant to Business & Professions Code § 17200, et seq. The conduct of Defendant as alleged in
20 this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
21 public, and the Proposed Class. Plaintiffs seek to enforce important rights affecting the public
22 interest within the meaning of Code of Civil Procedure § 1021.5.

23 65. Each Plaintiff is a "person" within the meaning of Business & Professions Code
24 § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution,
25 and other appropriate equitable relief.

26 66. Business & Profession Code § 17200, et seq. prohibits unlawful and unfair business
27 practices.

28 67. California's wage and hour laws express fundamental public policies. Providing

1 employees with proper wages and compensation are fundamental public policies of this State and
2 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
3 vigorously minimum labor standards, to ensure that employees are not required or permitted to
4 work under substandard and unlawful conditions, and to protect law-abiding employers and their
5 employees from competitors who lower their costs by failing to comply with minimum labor
6 standards.

7 68. Defendant has violated statutes and public policies as alleged herein. Through the
8 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, has
9 violated specific provisions of the Labor Code, and has engaged in other unlawful and unfair
10 business practices in violation of Business & Profession Code § 17200, et seq., depriving Plaintiffs,
11 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
12 guaranteed to all employees under law.

13 69. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
14 violation of § 17200, et seq. of the Business & Professions Code.

15 70. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
16 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
17 § 17200, et seq. of the Business & Professions Code.

18 71. As a proximate result of the above-mentioned acts of Defendant, Plaintiffs and
19 others similarly situated have been damaged in a sum as may be proven.

20 72. Unless restrained, Defendant will continue to engage in the unlawful conduct as
21 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
22 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
23 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
24 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
25 and disgorgement of profits which may be necessary to restore Plaintiffs and members of the
26 Proposed Class the money Defendant has unlawfully failed to pay.

27 XII.

28 **SEVENTH CAUSE OF ACTION**

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

73. Plaintiffs, on behalf of themselves and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

74. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs seek penalties under Labor Code §2699, et seq. based on Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, and IWC 9-2001; and California Code of Regulations, Title 8, Section 11090, which call for civil penalties.

75. For each such violation, Plaintiffs and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

a. \$100 for the initial violation per employee per pay period.

b. \$200 for each subsequent violation per employee per pay period.

76. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

77. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant HALL AMBULANCE SERVICE, INC.'s entity address, which is 2001 O St Bakersfield, CA 93301, as proscribed by the Code on July 16, 2020, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, and IWC 9-2001. (*see* Exhibit "1.")

78. Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2") and a signed certified green return receipt from Defendant establishing that it also received Plaintiffs' notice. (*see* Exhibit "3".)

79. As no letter evidencing the LWDA's intention to investigate was received by Plaintiffs' Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the Second

¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/266>).

Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiffs and each Proposed Class member during the Class Period as may be proven;

2. For compensatory damages in the amount of Plaintiffs' and each Proposed Class members' appropriate hourly wage for each work day they were not provided compliant meal periods during the Class Period as may be proven;

3. For compensatory damages in the amount of Plaintiffs' and each Proposed Class members' appropriate hourly wage for each work day they were not authorized and permitted compliant rest periods during the Class Period as may be proven;

4. For compensatory damages in the amount of minimum wage and liquidated damages for all hours spent during the Class Period in Defendant-required trainings and education sessions and medical exams as may be proven;

5. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned from August 21, 2016 to the present equal to their daily wage times thirty (30) days;

6. An award of prejudgment and post judgment interest;

7. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or overtime, meal periods, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, and IWC 9-2001;

8. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

9. For penalties under Labor Code §2699, *et seq.* for Defendant's violations of Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, and IWC 9-2001.

10. An award providing for payment of costs of suit;

11. An award of attorneys' fees; and

12. Such other and further relief as this Court may deem proper and just.

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DATED: October 29, 2020

LEONARD CARDER LLP



Attorneys for Plaintiffs and the Proposed Class

EXHIBIT “1”



July 16, 2020

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Hall Service Ambulance, Inc.
2001 O ST
Bakersfield, CA 93301

Re: JOEY STEPHENS v. HALL AMBULANCE SERVICE, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents JOEY STEPHENS (“Plaintiff”) and a proposed group of current and former employees working for HALL AMBULANCE SERVICE, INC. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All employees who are employed or have been employed by HALL AMBULANCE SERVICE, INC., in the State of California who worked one or more pay periods where they worked overtime and were paid overtime at two different rates of pay since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay. Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Upon information and belief, for shifts of a longer duration, Defendant failed to pay overtime at the appropriate rate of pay because Defendant paid the overtime at a lower rate per hour. Thus, Defendant paid aggrieved employees at two different rates of overtime of pay depending on the length of the shift.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5)

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 6, 2020

Page 2 of 2

hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner. Here, Defendant has failed to pay such employees one (1) hour of pay at the employees' appropriate rate of pay for each and every workday that a meal period was not provided, was not provided in full, or was not provided in a timely manner, as required by California state wage and hour laws. When Defendant paid meal period premiums to Plaintiff and other aggrieved employees, it did so at a rate below the employee's regular rate of compensation.

Moreover, paying meal period premiums under Labor Code section 226.7 does not excuse the failure to provide the meal period. (*Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256)[payment of this statutory remedy "does not excuse a section 226.7 violation."] Thus, even if an employer issues premiums for meal-period violations, Defendant is still liable for PAGA penalties for the violation of Labor Code section 512.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 226.7, 510, 512, 1194, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: _____

Kelsey M. Szamet

KMS/km

- Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/266>
2. HALL AMBULANCE SERVICE, INC. via USPS Certified Mail # 7017 2620 0001 1067 0859

KINGSLEY & KINGSLEY

| L A W Y E R S |

August 7, 2020

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Hall Service Ambulance, Inc.
2001 O ST
Bakersfield, CA 93301

Re: JOEY STEPHENS v. HALL AMBULANCE SERVICE, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office, along with Leonard Carder LLP, represents JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY CAPPS, and TYLER IRISH (“Plaintiffs”) and a proposed group of current and former employees working for HALL AMBULANCE SERVICE, INC. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* This is an amended notice letter which shall serve to supplement the letter sent from our offices on or about July 16, 2020. We herein set forth the facts and theories of California Labor Code violations that we allege Defendant engaged in with respect to Plaintiffs and all of Defendant’s aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All field employees (including Emergency Medical Technicians, Paramedics, and Dispatchers) who are employed or have been employed by HALL AMBULANCE SERVICE, INC., in the State of California for the period August 21, 2019 to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay. Defendant has had a consistent policy of failing to pay the legally required overtime premium pay to Plaintiffs and all aggrieved employees when they work more than eight (8) hours in a day or forty (40) hours in a week. Defendant has paid Plaintiffs and all aggrieved employees according to a tiered hourly rate pay scale that varies by the length of the scheduled shift, with the pay rate decreasing as the shift length increases. Defendant paid Plaintiffs and all aggrieved employees overtime using these rates as the regular rate of pay, which serves as a subterfuge of California’s overtime requirements. Defendant also fails to pay daily overtime to field employees working consecutive 24-hour shifts.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 7, 2020

Page 2 of 3

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner. Here, Defendant has had a consistent policy of failing to provide Plaintiffs and all aggrieved employees a meal period within the first five (5) hours of work that is free of all work duties and Defendant's control; and, it has also failed to provide a second duty and control free meal period to employees working beyond ten (10) hours. Defendant has also failed to properly pay Plaintiffs and all aggrieved employees one (1) hour of pay at the employees' appropriate rate of pay for each workday that the compliant meal periods were not provided, as required by California state wage and hour laws.

When Defendant paid meal period premiums to Plaintiffs and other aggrieved employees, it did so at a rate below the employee's regular rate of compensation. Moreover, paying meal period premiums under Labor Code section 226.7 does not excuse the failure to provide the meal period. (*Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256) [payment of this statutory remedy "does not excuse a section 226.7 violation."] Thus, even if an employer issues premiums for meal-period violations, Defendant is still liable for PAGA penalties for the violation of Labor Code section 512.

IWC Wage Order No. 9, § 12 requires an employer to authorize and permit rest breaks of at least ten (10) minutes for every four (4) hours of work or major fraction thereof. The rest period must be free of all duties and employer control. Labor Code § 226.7 requires an employer to pay an employee one (1) hour of pay at the employee's regular rate of pay for each day it fails to provide compliant rest periods. Plaintiffs and all aggrieved employees have consistently worked shifts over four (4) hours without receiving a rest period of at least ten minutes in which they were free of all duties and Defendant's control. Defendant has failed to pay one (1) hour of pay at the employees' regular rate of compensation for each workday that compliant rest periods were not provided, as required by California state wage and hour laws.

Labor Code § 1197 and IWC Wage Order No. 9, § 3 require an employer to pay at least the applicable minimum wage for all hours worked. Plaintiffs and all aggrieved employees have attended Defendant's required trainings and continuing education sessions and have obtained required medical exams from medical providers under contract with Defendant. Defendant did not pay Plaintiffs and all aggrieved employees for their time spent in these trainings and education sessions or medical exams.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 7, 2020

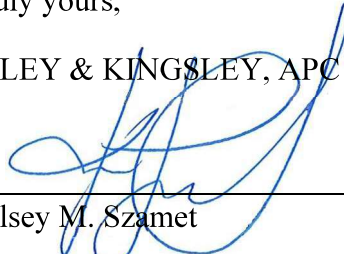
Page **3** of **3**

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Plaintiffs Joey Stephens and Tyler Irish are former employees of Defendant. Defendant failed to pay Plaintiffs and aggrieved employees all wages and compensation due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1194.2, 1197, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/km

- Cc:
1. Amended LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/268>
 2. HALL AMBULANCE SERVICE, INC. via USPS Certified Mail # 7018 1130 0001 5815 0089
 3. Aaron Kaufmann, Leonard Carder LLP via email

EXHIBIT “2”

Kimberly Madrid

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, July 16, 2020 4:30 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

7/16/2020

LWDA Case No. LWDA-CM-797329-20
Law Firm : Kingsley & Kingsley
Plaintiff Name : Joey Stephens
Employer: Hall Service Ambulance, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Amended PAGA Claim Notice

PAGA Number (LWDA-CM-) : * 79732920

Please enter number in proper format.

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Attorney or Employee – Whoever is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste.

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Amended Notice Detail

Please provide the details of the amendments to the original notice. *

- ☒ Adding additional claims
- ☐ Adding additional corporate defendants
- ☐ Adding additional Individual/Sole proprietor defendants
- ☒ Adding additional plaintiffs
- ☐ Other (please specify)

Please enter additional plaintiff names *

Manuel Martinez

[Remove](#)

Please enter additional plaintiff names *

Eric McIntyre

[Remove](#)

Please enter additional plaintiff names *

[Remove](#)

Please enter additional plaintiff names *

[Add Additional Plaintiff Names](#)

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☐ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☐ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Amended Notice

Amended Notice *

Amended LWDA ...ce, Inc..pdf

Other Attachment (if any) (must be a .pdf)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

Kimberly Madrid

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Friday, August 7, 2020 9:47 AM
To: Service Email
Subject: Thank you for your Amended PAGA Claim Notice Submission

08/07/2020 09:46:50 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT “3”

USPS TRACKING #



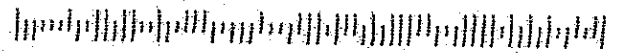
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 5537 9249 5207 60

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

*KINGSLEY & KINGSLEY
16133 VENTURA BL., #1200
ENCINO, CA 91436*



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hall Service Ambulance, Inc.
2001 O Street
Bakersfield, CA 93301



9590 9402 5537 9249 5207 60

2. Article Number (Transfer from service label)

017 2620 0001 1067 0859

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Hall Ambulance ☐ Agent ☐ Address

B. Received by (Printed Name)

CL13 C19

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:



3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☒ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

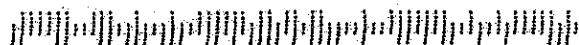
9590 9402 3895 8060 7091 22

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

Full Amb. amended



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hall Service Ambulance, Inc.
2001 O ST.
Bakersfield, CA 93301



9590 9402 3895 8060 7091 22

2. Article Number (Transfer from service label)

7018 1130 0001 5815 0089

PS Form 3811, July 2015 PSN 7530-02-000-9053

DELIVERY

A. Signature

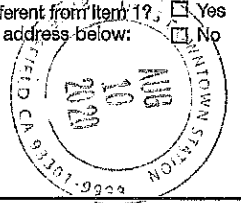
☒ *Hall Ambulance* ☐ Agent
☐ Address

B. Received by (Printed Name)

C113 C19

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☒ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

USPS TRACKING#



9590 9402 3895 8060 7091 22

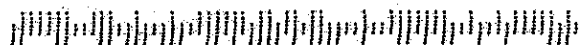
United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Full Amb. amended *PA*



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hall Service Ambulance, Inc.
2001 O ST.
Bakersfield, CA 93301



9590 9402 3895 8060 7091 22

2. Article Number (Transfer from service label)

7018 1130 0001 5815 0089

PS Form 3811, July 2015 PSN 7530-02-000-9053

DELIVERY

A. Signature

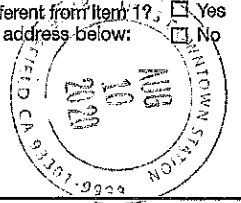
X Hall Ambulance ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C113 C19

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☒ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt