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12 Attorneys for PLAINTIFF DEANNA KIM,
 13 as an individual and on behalf of all others similarly
 14 situated and aggrieved

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

17 DEANNA KIM, as an individual and on
 18 behalf of all others similarly situated and
 19 aggrieved,

20 PLAINTIFF,

21 v.

22 ROYALTY AMBULANCE SERVICES,
 23 INC., a California corporation; and DOES
 24 1-100, inclusive,

25 Defendants.

Case No.: **21STCV40161**

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Furnish Accurate Itemized Wage Statements**
6. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
7. **Failure to Reimburse Business Expenses**
8. **Unfair Competition and**
9. **Violation of Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

1 PLAINTIFF, DEANNA KIM (“PLAINTIFF”), as an individual and on behalf of all others
2 similarly situated and aggrieved, hereby files this Complaint against Defendant ROYALTY
3 AMBULANCE SERVICES, INC. (referred to as “ROYALTY AMBULANCE SERVICES” or
4 “DEFENDANT”) and DOES 1-100, inclusive. PLAINTIFF is informed and believes and thereon
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. This court possesses original subject matter jurisdiction over this matter. Venue is
8 proper in Los Angeles County, California, because DEFENDANT’s principal place of business is
9 located in Los Angeles County. Moreover, DEFENDANT transacts business within this judicial
10 district, and some of the complained of conduct occurred in this judicial district.

11 **THE PARTIES**

12 2. PLAINTIFF resides in Los Angeles County, in the State of California. PLAINTIFF
13 worked for DEFENDANT in the State of California as a non-exempt, hourly-paid employee during
14 the relevant time period.

15 3. Defendant ROYALTY AMBULANCE SERVICES is a California corporation that,
16 at all relevant times, was authorized to do business within the State of California and is doing
17 business in the State of California. DEFENDANT and its managing agents own, operate, or
18 otherwise manage a company that provides ambulance services for adult and pediatric patients seven
19 (7) days a week, twenty-four hours a day, throughout southern California.

20 4. The true names and capacities of the DOE Defendants sued herein as DOES 1
21 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
22 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
23 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
24 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
25 become known.

26 5. PLAINTIFF is informed and believes that, at all relevant times, each defendant sued
27 in this action, including each defendant sued by the fictitious names DOES 1 through 100, inclusive,
28 was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling

1 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
2 interest of some or all of the other defendants, and was engaged with some or all of the other
3 defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
4 other defendants so as to be liable for their conduct with respect to the matters alleged in this
5 complaint. PLAINTIFF is further informed and believes and thereon alleges that each defendant
6 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
7 times, each defendant knew or should have known about, authorized, ratified, adopted, approved,
8 controlled, aided and abetted the conduct of all other defendants.

9 **CLASS ALLEGATIONS**

10 6. PLAINTIFF brings this action on behalf of PLAINTIFF and all others similarly
11 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
12 seeks to represent is defined as follows and referred to as the “Class Members”: “All non-exempt
13 workers who were employed by ROYALTY AMBULANCE SERVICES in California at any time
14 within the four years prior to the filing of the initial complaint.”

15 A. Numerosity. While the exact number of Class Members is unknown to
16 PLAINTIFF at this time, the class is so numerous that the individual joinder of
17 all members is impractical under the circumstances of this case.

18 B. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
19 because common questions of law and fact predominate over individual issues.
20 Common questions include, but are not limited to, the following: (1) whether
21 DEFENDANT understated hours worked and failed to pay all amounts due to
22 PLAINTIFF and the Class Members for wages earned, including minimum and
23 overtime wages, under California law, as a result of DEFENDANT’s automatic
24 deduction policy, rounding policy, payment of wages based on scheduled hours,
25 pre-shift off-the-clock work mandates and other off-the-clock work policies, and
26 practice for meal periods; (2) whether DEFENDANT provided PLAINTIFF and
27 the Class Members with all meal periods or premium payments in lieu thereof
28 in compliance with California law; (3) whether DEFENDANT provided

1 PLAINTIFF and the Class Members with all rest periods or premium payments
2 in lieu thereof, in compliance with California law; (4) whether DEFENDANT
3 provided PLAINTIFF and the Class Members with accurate, itemized wage
4 statements in compliance with California law, displaying, including but not
5 limited to, all owed and accrued sick leave pay and the true total number of
6 hours worked in the pay period; (5) whether DEFENDANT failed to timely pay
7 all earned and unpaid wages upon separation of employment; (6) whether
8 DEFENDANT failed to reimburse PLAINTIFF and the Class Members for all
9 business expenses; and (7) whether DEFENDANT violated California Business
10 and Professions Code sections 17200, et seq.

11 C. Ascertainable Class. The proposed class is ascertainable as its members can be
12 identified and located using information in DEFENDANT's business, payroll
13 and personnel records.

14 D. Numerosity. The class is so numerous that the individual joinder of all Class
15 Members is impractical under the circumstances of this case. While the exact
16 number of Class Members is unknown to PLAINTIFF, PLAINTIFF is informed
17 and believes the class consists of at least 100 individuals.

18 E. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
19 PLAINTIFF suffered a similar injury as the other Class Members as a result of
20 DEFENDANT's common practices regarding, *inter-alia*, failure to calculate
21 and pay all owed minimum and overtime wages, failure to provide proper meal
22 and rest periods or premium compensation in lieu thereof, failure to provide
23 accurate wage statements, failure to timely pay all wages upon separation of
24 employment, and failure to reimburse business expenses.

25 F. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
26 Class Members. PLAINTIFF has no interests adverse to the interests of the other
27 Class Members. Counsel who represent PLAINTIFF are competent and
28 experienced in litigating similar class action cases and are California lawyers in

1 good standing. Counsel for PLAINTIFF have the experience and resources to
2 vigorously prosecute this case.

3 G. Superiority. A class action is superior to other available means for the fair and
4 efficient adjudication of this controversy since individual joinder of all members
5 of the class is impractical. Class action treatment will permit a large number of
6 similarly situated persons to prosecute their common claims in a single forum
7 simultaneously, efficiently, and without the unnecessary duplication of effort
8 and expense that numerous individual actions would engender. Furthermore, as
9 the damages suffered by each individual member of the class may be relatively
10 small, the expenses and burden of individual litigation would make it difficult
11 or impossible for individual members of the class to redress the wrongs done to
12 them, while an important public interest will be served by addressing the matter
13 as a class action. The cost to the court system of adjudication of such
14 individualized litigation would be substantial. Individualized litigation would
15 also present the potential for inconsistent or contradictory judgments. Finally,
16 the alternative of filing a claim with the California Labor Commissioner is not
17 superior, given the lack of discovery in such proceedings, the fact that there are
18 fewer available remedies, and the losing party has the right to a trial de novo in
19 the Superior Court.

20 **FACTUAL ALLEGATIONS**

21 7. During the four-year period preceding filing of this complaint, PLAINTIFF, and each
22 of the Class Members, were employed by DEFENDANT in the State of California as non-exempt,
23 hourly-paid workers. At all times referenced herein, DEFENDANT exercised control over
24 PLAINTIFF and each of the Class Members and suffered and/or permitted them to work.

25 8. PLAINTIFF worked for DEFENDANT as a non-exempt Emergency Medical
26 Technician (“EMT”) from approximately the beginning of 2019 through September 2020 when
27 PLAINTIFF went out on medical leave and was thereafter terminated. For most of her employment,
28 PLAINTIFF typically worked ten to twelve-hour shifts four (4) days per week, however, towards

1 the end of PLAINTIFF's employment, PLAINTIFF's typical schedule was two (2) twenty-four-
2 hour shifts per week. PLAINTIFF was paid on an hourly basis, but only for time counted by
3 DEFENDANT as hours worked.

4 9. PLAINTIFF was not paid for all hours worked because of DEFENDANT's policy
5 and practice of requiring PLAINTIFF to remain on-duty/work through uncompensated meal periods
6 as described in further detail below. Additionally, DEFENDANT implemented a time-rounding
7 system that, as applied, systemically deprived PLAINTIFF of compensable time because the time-
8 rounding system implemented by DEFENDANT understated actual compensable work time.
9 DEFENDANT adjusted PLAINTIFF's time entries and or instructed PLAINTIFF to record only the
10 scheduled beginning and end times of PLAINTIFF's shifts rather than the actual times PLAINTIFF
11 began and stopped working, resulting in PLAINTIFF consistently performing off-the-clock work.
12 This regular performance of off-the-clock work resulted in DEFENDANT underpaying both
13 minimum and overtime wages owed to PLAINTIFF.

14 10. DEFENDANT further violated California overtime laws by failing to pay proper
15 overtime rates for overtime worked, even for time counted by DEFENDANT as compensable work
16 time. For example, when PLAINTIFF worked shifts of ten to twelve hours, DEFENDANT would
17 only pay PLAINTIFF overtime for time worked over ten hours in a shift; time worked beyond eight
18 (8) hours up to ten hours in a shift was compensated at PLAINTIFF's regular pay rate, resulting in
19 the underpayment of overtime wages owed PLAINTIFF. When PLAINTIFF worked the twenty-
20 four-hour shifts, DEFENDANT only paid overtime premiums on a weekly basis after forty hours
21 and not on a daily basis of after eight hours in a shift, nor on a daily basis at all, resulting in the
22 underpayment of overtime wages owed to PLAINTIFF.

23 11. PLAINTIFF was unable to take timely, off duty, thirty-minute, uninterrupted meal
24 periods, often being forced to take late meal periods and/or work through part or all of PLAINTIFF's
25 meal periods due to the nature and constraints of PLAINTIFF's job duties and or commentary from
26 DEFENDANT pressuring PLAINTIFF to take non-compliant breaks or skip breaks. Per
27 DEFENDANT's policy and practice, PLAINTIFF and other EMTs were required to monitor their
28 company radios throughout the course of their shifts, including during any purported meal periods,

1 and thus remained under employer control during any purported meal periods, rendering any
2 purported meal periods on duty and therefore noncompliant with California law.

3 12. DEFENDANT had no policy nor instruction in place as to the timing and taking of
4 meal breaks. For example, when PLAINTIFF worked shifts of more than ten hours but less than
5 twenty-four hours, DEFENDANT would only sometimes provide a thirty-minute meal period
6 depending upon how many calls were coming through to dispatch, and this single meal period, when
7 provided, was typically provided after the fifth hour of work and was always on duty due to
8 DEFENDANT's policy of requiring its EMFs to always monitor their company radios during their
9 shifts. When working the twenty-four-hour shifts, DEFENDANT would usually provide
10 PLAINTIFF with three (3) meal periods which were typically late, interrupted, cut short and always
11 on-duty as PLAINTIFF remained under employer control throughout the meal periods due to,
12 including but not limited to, having to always monitor her company radio.

13 13. Based on information and belief, DEFENDANT rounded the start and end times of
14 employee meal periods and start and end time of employee shifts resulting in PLAINTIFF not being
15 paid for all time worked. PLAINTIFF is further informed and believes and thereon alleges that
16 Defendant had actual or constructive knowledge that its time-rounding and auto-deduction policies
17 and practices resulted in the denial of lawful meal periods to PLAINTIFF and the underpayment of
18 wages owed PLAINTIFF, in violation of California's minimum and overtime wage and meal period
19 laws. DEFENDANT never paid PLAINTIFF an additional hour of wages at her regular rate of pay
20 for each workday a proper meal period was not provided.

21 14. DEFENDANT did not authorize nor permit PLAINTIFF to take proper rest breaks.
22 DEFENDANT did not advise PLAINTIFF when rest breaks should be taken, how long rest breaks
23 should be, how many rest breaks PLAINTIFF should receive in a given shift, nor that rest breaks
24 should be free of all duties and employer control.

25 15. PLAINTIFF did not receive compliant, timely, ten-minute rest periods every four (4)
26 hours worked or major fraction thereof. Per DEFENDANT's unlawful rest period policy and
27 practice, DEFENDANT simply did not provide rest periods. Any purported rest periods were
28 interrupted, cut short, on duty, and or late due to the nature and constraints of PLAINTIFF's job

1 duties and or commentary from supervisors pressuring PLAINTIFF to skip breaks/take non-
2 compliant breaks. Per DEFENDANT's unlawful rest period policy and practice, rest periods were
3 only taken as time permitted depending upon how many calls were coming through to dispatch.
4 DEFENDANT had no compliant policy in practice nor instruction as to the taking or timing of rest
5 periods. PLAINTIFF was never paid a rest period premium for any missed/improper rest period.

6 16. DEFENDANT failed to furnish PLAINTIFF with complete and accurate wage
7 statements in compliance with Labor Code section 226. DEFENDANT's wage statements do not
8 accurately reflect, the total gross and net wages earned, including, all earned minimum and overtime
9 wages, all owed sick leave pay at the properly accrued rates, and do not accurately reflect all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate. Notably, due to DEFENDANT's unlawful automatic deduction and
12 time-rounding policies and practices, payment according to scheduled hours instead of actual hours
13 worked, failing to relieve employees of all duties for uncompensated meal periods, DEFENDANT's
14 wage statements fail to reflect the true "total hours worked" by PLAINTIFF and the Class Member,
15 a stand-alone violation of Labor Code section 226.

16 17. DEFENDANT did not timely pay all wages owed to PLAINTIFF upon separation of
17 employment, including but not limited to, all earned and unpaid minimum, overtime, and sick leave
18 wages at the properly accrued rates.

19 18. Based on information and belief, PLAINTIFF was improperly required to pay for
20 business expenses that are supposed to be the responsibility of the employer, including but not
21 limited to, costs associated with the purchase and or maintenance of PLAINTIFF's work uniform.
22 DEFENDANT's failure to provide PLAINTIFF with full reimbursement for all reasonable
23 expenses associated with carrying out PLAINTIFF's duties required PLAINTIFF to subsidize
24 and/or carry the burden of business expenses in violation of Labor Code section 2802.

25 19. PLAINTIFF is informed and believes and alleges thereon that DEFENDANT
26 engaged in these same herein described unlawful practices with regard to all of the Class Members,
27 and that DEFENDANT applied these same herein described unlawful practices to all of its
28 employees that it applied to PLAINTIFF.

FIRST CAUSE OF ACTION

**Recovery of Unpaid Minimum Wages and Liquidated Damages
(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)**

20. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

21. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up to 40 per week or eight (8) per day, at a regular time rate no less than the mandated minimum wage. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

22. DEFENDANT violated California’s minimum wage laws by failing to compensate PLAINTIFF and the Class Members for all hours worked by virtue of, among other things, DEFENDANT’s auto-deduction policies and practices for meal periods, payment of wages based on scheduled hours and not actual hours worked, and rounded time entries.

23. DEFENDANT had and continues to have a continuous policy of failing to pay PLAINTIFF and the Class Members for all hours worked.

24. DEFENDANT had and continues to have a continuous policy of clocking out PLAINTIFF and the Class Members/requiring PLAINTIFF and the Class Members to clock out for meal periods, even though PLAINTIFF and Class Members were not relieved of all duties and employer control during said meal periods, rendering the unpaid time compensable under California law.

25. DEFENDANT had and continues to have a continuous policy of rounding PLAINTIFF and Class Members time entries, including any meal period time entries. On information and belief, this policy favored DEFENDANT more often than not, resulting in significant uncompensated time worked by PLAINTIFF and Class Members.

26. DEFENDANT had and continues to have a continuous policy of paying PLAINTIFF and Class Members for scheduled hours, rather than the time actually worked.

27. PLAINTIFF and the Class Members were not paid for all hours worked because of DEFENDANT’s policy and practice of requiring PLAINTIFF and the Class Members to remain on-duty/work through uncompensated meal periods as described in further detail herein. Additionally,

1 DEFENDANT implemented a time-rounding system that, as applied, systemically deprived
2 PLAINTIFF of compensable time because the time-rounding system implemented by
3 DEFENDANT understated actual compensable work time. DEFENDANT adjusted PLAINTIFF's
4 and the Class Members' time entries and or instructed PLAINTIFF and the Class Members to record
5 only the scheduled beginning and end times of PLAINTIFF's shifts rather than the actual times
6 PLAINTIFF and the Class Members began and stopped working, resulting in PLAINTIFF and the
7 Class Members consistently performing off-the-clock work.

8 28. This regular performance of off-the-clock work resulted in DEFENDANT
9 underpaying minimum wages owed to PLAINTIFF and the Class Members.

10 29. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
11 Members are entitled to recover all unpaid minimum time wages and liquidated damages thereon,
12 plus attorney's fees and costs, in an amount to be proved at trial.

13 **SECOND CAUSE OF ACTION**

14 **Recovery of Unpaid Overtime Wages**

15 **(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)**

16 30. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

17 31. Employees in California must be paid overtime, equal to one and one-half times
18 the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and
19 including 12 hours in any workday, and for the first eight (8) hours worked on the seventh
20 consecutive day of work in a workweek, and they must be paid double the regular rate of pay for all
21 hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8)
22 on the seventh consecutive day of work in a workweek, unless they are exempt. Pursuant to IWC
23 Wage Order 9, Section 3(K), the daily overtime provision of IWC Wage Order 9, Section 3(A) does
24 not apply to ambulance drivers and attendants scheduled for 24-hour shifts of duty but only if those
25 employees have agreed in writing to exclude from daily time worked not more than three (3) meal
26 periods of not more than one (1) hour each and a regularly scheduled uninterrupted sleeping period
27 of not more than eight (8) hours.

28 32. PLAINTIFF and the Class members worked overtime hours for which they

1 were not compensated by DEFENDANT by virtue of DEFENDANT's auto-deduction and time-
2 rounding/time-shaving policies and other mandated off-the-clock work policies and practices
3 described above.

4 33. DEFENDANT further violated California overtime laws by failing to pay proper
5 overtime rates for overtime worked, even for time counted by DEFENDANT as compensable work
6 time. For example, when PLAINTIFF and the Class Members worked shifts of ten to twelve hours,
7 DEFENDANT would only pay PLAINTIFF overtime for time worked over ten hours in a shift; time
8 worked beyond eight (8) hours up to ten hours was compensated at PLAINTIFF's and the Class
9 Members' regular pay rate(s), resulting in the underpayment of overtime wages owed PLAINTIFF
10 and the Class Members. When PLAINTIFF and the Class Members worked the twenty-four-hour
11 shifts, DEFENDANT only paid overtime premiums on a weekly basis after forty hours and not on
12 a daily basis of after eight (8) hours in a shift, nor on a daily basis at all.

13 34. During their twenty-four-hour shifts, PLAINTIFF and the Class Members were
14 consistently unable to return to DEFENDANT's station to avail themselves of DEFENDANT's
15 onsite sleep bunkers and were required during purported sleep time to remain on duty due to the
16 nature and constraints of their job duties, lack of relief workers available and or pressure from
17 DEFENDANT to continue working such that PLAINTIFF and the Class Members did not regularly
18 receive scheduled uninterrupted sleeping periods during these twenty-four-hour shifts.
19 DEFENDANT also required PLAINTIFF and the Class Members to work through/remain on duty
20 during uncompensated meal periods.

21 35. PLAINTIFF and the Class Members never agreed in writing to exclude from
22 daily time worked not more than three (3) meal periods of not more than one (1) hour each and a
23 regularly scheduled uninterrupted sleeping period of not more than eight (8) hours and rarely, if
24 ever, received uninterrupted sleeping periods or off-duty, uninterrupted meal periods of proper
25 length. At all relevant times, PLAINTIFF and the Class Members were not subject to any daily
26 overtime exemption under the California IWC Wage Orders and were underpaid overtime wages
27 owed due to DEFENDANT's failure to pay daily overtime when PLAINTIFF and the Class
28 Members worked their twenty-four-hour shifts.

1 36. PLAINTIFF and the Class Members were at all relevant times entitled to overtime
2 for time worked beyond eight (8) hours in a day. Based on information and belief, PLAINTIFF and
3 the Class Members who worked twenty-four hour shifts never agreed in writing to exclude from
4 daily time worked not more than three (3) meal periods of not more than one (1) hour each and a
5 regularly scheduled uninterrupted sleeping period of not more than eight (8) hours. Moreover, as
6 described herein, PLAINTIFF and the Class Members who worked twenty-four-hour shifts did not
7 receive off-duty meal periods nor regularly scheduled uninterrupted sleeping periods for those
8 twenty-four-hour shifts. Accordingly, PLAINTIFF and the Class Members who worked twenty-
9 four-hour shifts were not subject to the daily overtime exemption set forth in IWC Wage Order 9,
10 Section 3(K).

11 37. Based on information and belief, DEFENDANT scheduled PLAINTIFF and the
12 Class Member to work using an alternative workweek schedule of four (4) ten- hour shifts per week
13 ("4/10"), yet failed to comply with the requirements set forth in Labor Code section 511 and the
14 IWC Wage Order(s) for legal alternative workweek schedules with regard to PLAINTIFF and the
15 Class Members. As such, DEFENDANT failed to pay PLAINTIFF and the Class Members legal
16 overtime compensation for all work accomplished in excess of eight (8) hours per day and/or forty
17 (40) hours per week.

18 38. DEFENDANT's conduct described above is in violation of California Labor Code
19 sections 510, 511 and 1194, and all applicable IWC Wage Orders.

20 39. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
21 wages, plus attorney's fees and costs, in an amount to be proved.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
24 **(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)**

25 40. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

26 41. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
27 DEFENDANT was required to provide PLAINTIFF and the Class Members with one thirty-minute
28 meal break free from all duties and employer control for all shifts longer than five (5) hours, a second
30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be

1 waived, but only under the following circumstances: (1) if an employee's total work period in a day
2 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
3 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
4 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
5 waived by mutual consent of the employer and employee, but only if the first meal period was not
6 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
7 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
8 done so. If the employer fails to properly record a valid meal period, it is presumed no meal period
9 was provided.

10 42. PLAINTIFF and the Class Members were consistently unable to take timely, off
11 duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods and/or
12 work through part or all of their meal periods due to the nature and constraints of their job duties
13 and or commentary from DEFENDANT pressuring them to take non-compliant breaks or skip
14 breaks completely. Per DEFENDANT's policy and practice, PLAINTIFF and the Class Members
15 were required to monitor their company radios throughout the course of their shifts, including during
16 any purported meal periods, and thus remained under employer control during any purported meal
17 periods, rendering any purported meal periods on duty and therefore noncompliant with California
18 law.

19 43. DEFENDANT had no policy nor instruction as to the timing and taking of meal
20 breaks. For example, when PLAINTIFF and the Class Members worked shifts of more than ten
21 hours but less than twenty- four hours, DEFENDANT would only sometimes provide a thirty-
22 minute meal period depending upon how many calls were coming through to dispatch, and this
23 single meal period, when provided, was typically provided after the fifth hour of work and was
24 always on duty due to DEFENDANT's policy of requiring PLAINTIFF and the Class Members to
25 always monitor their company radios during their shifts. When working the twenty-four-hour shifts,
26 DEFENDANT would usually provide PLAINTIFF and the Class Members with three meal periods
27 which were typically late, interrupted, cut short and always on-duty as PLAINTIFF and the Class
28 Members remained under employer control throughout the meal periods due to, including but not

1 limited to, DEFENDANT's requirement that PLAINTIFF and the Class Members monitor their
2 company radios during any meal periods.

3 44. DEFENDANT had and continues to have a continuous policy of clocking out
4 PLAINTIFF and Class Members for thirty minutes per shift for a meal period/requiring Class
5 Members to clock out for thirty minutes per shift for a meal period, even though PLAINTIFF and
6 Class Members were not relieved of all duties and employer control during said meal periods,
7 rendering the unpaid time compensable under California law.

8 45. DEFENDANT had and continues to have a continuous policy and practice of either
9 failing to record meal periods at all or failing to accurately record meal periods. While missed meal
10 breaks are one of those things that will, on occasion, happen, a systemic absence of records showing
11 the provision of meal periods more than likely shows systemic violations; indeed, in such a situation,
12 an employer has and must always carry the burden of proof in establishing the affirmative defense
13 of waiver. *Safeway, Inc. v. Superior Court* (2015) 238 Cal. App. 4th 1138, 1159. An employer is
14 required to pay premiums for missed meal breaks, regardless of the reasons why an employee misses
15 his/her break.

16 46. DEFENDANT had actual and/or constructive knowledge that PLAINTIFF and the
17 Class Members did not receive compliant meal periods. Based on further information and belief,
18 DEFENDANT rounded the start and end times of employee meal periods resulting in PLAINTIFF
19 and the Class Members receiving late or shortened meal periods. PLAINTIFF is further informed
20 and believes and thereon alleges that DEFENDANT had actual or constructive knowledge that its
21 time-rounding and auto-deduction policies and practices resulted in the denial of meal periods to
22 PLAINTIFF, in violation of California's meal period laws.

23 47. DEFENDANT did not pay PLAINTIFF and the Class Members an additional hour
24 of wages at their regular rate(s) of pay for each workday a proper meal period was not provided.
25 Based on information and belief, DEFENDANT never paid a single meal period premium to
26 PLAINTIFF or the Class Members.

27 48. DEFENDANT failed to provide PLAINTIFF and the Class Members with all
28

1 required meal periods, or with proper compensation in lieu thereof. As a result, under Labor Code
2 section 226.7, PLAINTIFF and the Class Members are entitled to one additional hour's pay at the
3 proper premium pay rate for each day a meal period was missed, late or interrupted, all in an amount
4 to be proved at trial.

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Provide Rest Periods or Compensation in Lieu Thereof** 7 **(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)**

8 49. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

9 50. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
10 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
11 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
12 "insofar as practicable." The rest period requirement obligates employers to permit and authorize
13 employees to take off-duty rest periods, meaning employers must relieve employees of all duties
14 and relinquish control over how employees spend their time. *Augustus v. ABM Security Services,*
15 *Inc.*, (2016) 5 Cal.5th 257. If the employer fails to provide any required rest period, the employer
16 must pay the employee one hour of pay at the employee's regular rate of compensation for each
17 workday the employer did not provide at least one legally required rest period, pursuant to Labor
18 Code section 226.7.

19 51. PLAINTIFF and the Class Members did not receive compliant, timely ten-minute
20 rest periods every four (4) hours worked or major fraction thereof. Per DEFENDANT's unlawful
21 rest period policy and practice, DEFENDANT simply did not provide rest periods. Any purported
22 rest periods were interrupted, cut short, on duty, and or late due to the nature and constraints of
23 PLAINTIFF's and the Class Members' job duties and or commentary from supervisors pressuring
24 PLAINTIFF and the Class Members to skip breaks/take non-compliant breaks. Per DEFENDANT's
25 unlawful rest period policy and practice, rest periods were only taken as time permitted.
26 DEFENDANT had no compliant policy in practice nor instruction as to the taking or timing of rest
27 periods. PLAINTIFF and the Class Members were never paid a rest period premium for any
28 missed/improper rest period.

52. DEFENDANT is therefore liable to PLAINTIFF and the Class Members for one hour

1 of additional pay at the regular rate of compensation for each workday that a require rest periods
2 was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order,
3 plus pre-judgment interest.

4 **FIFTH CAUSE OF ACTION**

5 **Failure to Furnish Accurate Itemized Wage Statements**
6 **(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)**

7 53. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

8 54. Pursuant to California Labor Code section 226, subdivision (a), PLAINTIFF and the
9 Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an
itemized wage statement accurately stating the following:

10 (1) gross wages earned, (2) total hours worked by the employee,
11 except for any employee whose compensation is solely based on a
12 salary and who is exempt from payment of overtime under
13 subdivision (a) of Section 515 or any applicable order of the Industrial
14 Welfare Commission, (3) the number of piece-rate units earned and
15 any applicable piece rate if the employee is paid on a piece-rate basis,
16 (4) all deductions, provided that all deductions made on written orders
17 of the employee may be aggregated and shown as one item, (5) net
18 wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and her or her social
security number, except that by January 1, 2008, only the last four
digits of her or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

19 55. During the relevant time period, DEFENDANT knowingly and intentionally failed
20 to provide PLAINTIFF and the Class Members with accurate, itemized wage statements as the wage
21 statements provided by DEFENDANT do not accurately reflect the total hours worked per pay
22 period, do not reflect all applicable hourly rates in effect during the pay period and the hours worked
23 at each rate, do not reflect all earned gross and net wages.

24 56. Notably, due to DEFENDANT's unlawful automatic deduction and rounding
25 policies and practices, payment according to scheduled hours instead of actual hours worked, failing
26 to relieve employees of all duties for meal periods, DEFENDANT's wage statements fail to reflect
27 the true total hours PLAINTIFF and the Class Members worked each pay period, a stand-alone
28 violation of Labor Code section 226.

1 57. As a result of DEFENDANT's unlawful conduct, PLAINTIFF and the Class
2 Members have suffered injury. The absence of accurate information on their wage statements has
3 prevented earlier challenges to DEFENDANT's unlawful pay practices, will require discovery and
4 mathematical computations to determine the amounts of wages owed, and will cause difficulty and
5 expense in attempting to reconstruct time and pay records. DEFENDANT's conduct led to the
6 submission of inaccurate information about wages and amounts deducted from wages to state and
7 federal government agencies. As a result, PLAINTIFF and the Class Members are required to
8 participate in this lawsuit and create more difficulty and expense for PLAINTIFF and the Class
9 Members from having to reconstruct time and pay records than if DEFENDANT had complied with
10 its legal obligations.

11 58. Pursuant to California Labor Code section 226(e), PLAINTIFF and the Class
12 Members are entitled to recover fifty dollars per employee for the initial pay period in which a
13 Section 226 violation occurred and one hundred dollars per employee per violation for each
14 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

15 59. Pursuant to California Labor Code section 226(h), PLAINTIFF and the Class
16 Members are entitled to bring an action for injunctive relief to ensure DEFENDANT's compliance
17 with California Labor Code section 226(a). Injunctive relief is warranted because DEFENDANT
18 continues to provide currently employed Class Members with inaccurate wage statements or no
19 wage statements at all in violation of California Labor Code section 226(a). Currently employed
20 Class Members have no adequate legal remedy for the continuing injuries that will be suffered as a
21 result of DEFENDANT's ongoing unlawful conduct. Injunctive relief is the only remedy available
22 for ensuring DEFENDANT's compliance with California Labor Code section 226(a).

23 60. Pursuant to California Labor Code sections 226(e) and 226(h), PLAINTIFF and the
24 Class Members are entitled to recover the full amount of penalties due under Section 226(e),
25 reasonable attorneys' fees, and costs of suit.

26 **SIXTH CAUSE OF ACTION**

27 **Failure to Timely Pay All Wages Due Upon Separation of Employment**
28 **(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)**

61. Labor Code section 201(a) provides, in relevant part, that "[i]f an employer

1 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
2 immediately.”

3 62. Labor Code section 202(a) provides, in relevant part, that “[i]f an employee not
4 having a written contract for a definite period quits his or her employment, his or her wages shall
5 become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
6 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
7 wages at the time of quitting.”

8 63. DEFENDANT failed to timely pay PLAINTIFF and the Class Members all wages
9 that were due and owing upon termination or resignation. Upon separation of employment,
10 PLAINTIFF and the Class Members’ final paychecks were not timely provided, and PLAINTIFF
11 and the Class Members’ final paychecks, once provided, did not include all earned and unpaid wages
12 as they were devoid of, including but not limited to, all earned and unpaid minimum wages, overtime
13 wages, and sick leave wages at the properly accrued rates. Under Labor Code section 203,
14 PLAINTIFF and the Class Members who no longer are employed with Defendant are entitled to
15 recover waiting time penalties of up to 30 days’ pay, plus attorney’s fees and costs, in an amount to
16 be proved at trial.

17 **SEVENTH CAUSE OF ACTION**
18 **Failure to Reimburse Business Expenses**
(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)

19 64. PLAINTIFF incorporates all preceding paragraphs as if fully alleged
20 herein.

21 65. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
22 were entitled to be reimbursed for all reasonable expenses associated with carrying out orders by
23 their employer and/or carrying out the duties assigned by their employers.

24 66. PLAINTIFF and the Class Members were improperly required to pay for business
25 expenses that are legally the responsibility of the employer, including but not limited to, costs
26 associated with the purchase and or maintenance of work uniforms.

27 67. DEFENDANT’s failure to provide PLAINTIFF and the Class Members with full
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1 reimbursement for all reasonable expenses associated with carrying out their duties required that
2 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
3 violation of Labor Code section 2802.

4 68. As a result of DEFENDANT's unlawful conduct, PLAINTIFF and the Class
5 Members have suffered injury in that they were not completely reimbursed as mandated by
6 California law.

7 69. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
8 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
9 attorneys' fees, and costs of suit.

10 **EIGHTH CAUSE OF ACTION**

11 **Unfair Competition**

12 **(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)**

13 70. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

14 71. The unlawful conduct of DEFENDANT alleged herein constitutes unfair
15 competition within the meaning of California Business and Professions Code section 17200. This
16 unfair conduct includes all unlawful conduct alleged herein, including but not limited to:
17 DEFENDANT's failure to pay minimum and overtime wages by virtue of its illegal policies and
18 practices; DEFENDANT's failure to authorize or permit, or provide, all required meal and rest
19 periods or pay proper premiums in lieu thereof; DEFENDANT's failure to furnish complete and
20 accurate itemized wage statements; DEFENDANT's failure to pay all sick leave wages at the
21 properly accrued rates; DEFENDANT's failure to timely pay all wages earned and unpaid upon
22 separation of employment; and DEFENDANT's failure to reimburse business expenses.

23 72. Due to DEFENDANT's unfair and unlawful business practices in violation of the
24 California Labor Code, DEFENDANT has gained a competitive advantage over other comparable
25 companies doing business in the State of California that comply with their obligations to authorize
26 or permit rest and meal periods or pay proper meal and rest period premiums in lieu thereof, to pay
27 all owed minimum and overtime wages, to provide proper notice and properly accrue and pay sick
28 time benefits, to provide complete and accurate itemized wage statements, to timely furnish

1 employees all earned and unpaid wages upon separation of employment, and to reimburse
2 employees for all business expenses.

3 73. As a result of DEFENDANT's unfair competition as alleged herein, PLAINTIFF
4 and the Class Members have suffered injury in fact and lost money or property, as described in more
5 detail above. Pursuant to California Business and Professions Code section 17200, et seq.,
6 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
7 belonging to them that DEFENDANT failed to pay and wrongfully retained by means of its unlawful
8 and unfair business practices.

9 74. PLAINTIFF also seeks an injunction against DEFENDANT on behalf of the Class
10 Members, enjoining DEFENDANT and any and all persons acting in concert with it from engaging
11 in each of the unlawful practices and policies set forth herein.

12 **NINTH CAUSE OF ACTION**

13 **Violation of Private Attorneys General Act of 2004**

14 **(Against ROYALTY AMBULANCE SERVICES, INC. and DOES 1-100, inclusive)**

15 75. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.
16 PLAINTIFF brings this cause of action under the Private Attorneys General Act of 2004, Labor
17 Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of the State of
18 California, regarding violations of the Labor Code as to all similarly aggrieved individuals employed
19 by DEFENDANT in the State of California as a non-exempt employee. This cause of action is
brought solely pursuant to PAGA and seeks no relief beyond that available under PAGA.

20 76. Under Labor Code section 2699.3, the LWDA must give written notice by certified
21 mail to the parties that it intends to investigate the alleged violations within 65 days of the date of
22 PLAINTIFF's written notice. PLAINTIFF has complied with the administrative exhaustion
23 procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5. PLAINTIFF gave
24 timely written notice by certified mail to DEFENDANT of the violation of various provisions of the
25 California Labor Code as alleged in this complaint and filed notice of the violations online with the
26 Labor and Workforce Development Agency ("LWDA"). PLAINTIFF filed PLAINTIFF's notice
27 with the LWDA on August 26, 2021 and served DEFENDANT via certified mail. The LWDA
28 assigned PLAINTIFF the following case number: LWDA-CM-842610-21.

1 77. The LWDA did not provide notice of its intention to investigate PLAINTIFF's
2 claims on behalf of the State of California and the Aggrieved Employees after expiration of the 65-
3 day waiting time period, or at any time. DEFENDANT also failed to cure within the time allotted
4 by PAGA. Consequently, PLAINTIFF has exhausted all administrative remedies and PLAINTIFF's
5 right to file the instant lawsuit then duly accrued.

6 78. PLAINTIFF is an "aggrieved employee" as that term is defined under the Labor Code
7 section 2699(c), as PLAINTIFF was employed by DEFENDANT during the applicable statutory
8 limitations period and suffered one or more of the Labor Code violations set forth herein.
9 Accordingly, PLAINTIFF seeks to recover on behalf of himself and all Aggrieved Employees, the
10 civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

11 79. PLAINTIFF has standing to bring a PAGA action on behalf of the defined
12 Aggrieved Employees, as PLAINTIFF was employed by DEFENDANT and affected by one
13 or more of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23
14 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations
15 committed by the employer – regardless of whether PLAINTIFF experienced all violations
16 personally. *Id.* at 760-761.

17 80. PLAINTIFF brings this PAGA action on behalf of PLAINTIFF and all similarly
18 aggrieved employees. The Aggrieved Employees shall be defined as follows: "All non-exempt
19 workers who were employed by Defendants in California at any time from August 26, 2020, through
20 the present."

21 81. From one-year prior to PLAINTIFF's filing of the required PAGA notice with the
22 Labor Workforce and Development Agency, and continuing through the present, as alleged herein,
23 DEFENDANT violated the California Labor Code sections discussed above. DEFENDANT further
24 failed to maintain records as required by Labor Code section 1174 and the applicable IWC Wage
25 Order. Moreover, by virtue of its violations with respect to meal period, rest period, recordkeeping
26 provisions and minimum and overtime wage laws, DEFENDANT further violated Labor Code
27 sections 1198 and 1199, which together make unlawful any employment of any employee under
28 conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply

1 with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and
2 1198, or order or ruling of the commission. DEFENDANT also violated Labor Code section 216,
3 which declares unlawful an employer's refusal to pay wages due and payable and/or denial of the
4 validity of any claim to wages due by failing to pay PLAINTIFF and the other Aggrieved Employees
5 for all hours worked at the proper wage rate and by failing to pay PLAINTIFF and the other
6 Aggrieved Employees an additional hour of pay for each meal/rest period not provided/that was
7 invalid. In violation of California Labor Code section 223, DEFENDANT also willfully and
8 systematically denied PLAINTIFF and the other Aggrieved Employees minimum and overtime
9 wage compensation for all hours worked which resulted in the payment of less than statutorily
10 required wages to them.

11 82. Based on information and belief, DEFENDANT required PLAINTIFF and other
12 Aggrieved Employees to submit to an unlawful criminal and/or financial background check as a
13 condition of obtaining and/or holding employment in violation of Labor Code sections 1024.5
14 and/or 432.7. Based on further information and belief, DEFENDANT also required PLAINTIFF
15 and the other Aggrieved Employees to agree in writing to unlawful background checks not in
16 conformance with the requirements ICRAA and/or FCRA, and DEFENDANT also asked about
17 arrests not resulting in convictions on its employment application. These violations subject
18 DEFENDANT to civil penalties under the Labor Code, including without limitation Labor Code
19 sections 432.5, 432.7 and 2699.

20 83. Moreover, DEFENDANT violated California's paid sick leave laws including, Labor
21 Code sections 245-248.5; DEFENDANT did not provide PLAINTIFF and the other Aggrieved
22 Employees with any sick leave pay, or DEFENDANT improperly accrued the amount of sick leave
23 pay owed for failure to base the owed sick leave pay on the correct number of hours worked due to
24 Defendants' meal period auto-deduction and time-rounding policies and practices described herein.
25 DEFENDANT further failed to put Aggrieved Employees on notice of their paid sick leave rights
26 or put their entitlement to sick leave in a Labor Code section 2810.5 notice.

27 84. In addition, DEFENDANT failed to maintain accurate records of used sick leave and
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1 the balance of paid sick leave left to the employee throughout the relevant time period. Throughout
2 the relevant time period, DEFENDANT failed to provide notice of sick leave amount balance left
3 for PLAINTIFF and the other Aggrieved Employees, thus affecting their intelligent exercise of their
4 paid sick leave. But for this failure, PLAINTIFF and the other Aggrieved Employees would have
5 used their paid sick leave at least prior to their respective separations, for as on several occasions
6 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
7 compensation. This illegal retention of paid sick leave is unlawful and PLAINTIFF seeks all forms
8 of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of
9 himself and the other Aggrieved Employees.

10 85. In violation of Labor Code section 247.5, DEFENDANT failed to maintain records
11 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and the other
12 Aggrieved Employees, permitting the presumption that they were entitled to the maximum number
13 of hours accruable under this article at the time of their terminations. DEFENDANT further failed
14 to comply with Labor Code section 246, that is, providing its employees with a 226 statement or
15 separate writing containing amount of paid sick leave available, or paid time off leave an employer
16 provides in lieu of sick leave, at the time it pays its period wages and provides a Labor Code section
17 226 statement. PLAINTIFF seeks all available relief as a result of the Labor Code violations
18 described herein under PAGA, including PAGA penalties, and attorney's fees and costs in pursuing
19 this PAGA claim.

20 86. Under the provisions of PAGA and the Labor Code sections identified herein, and
21 all relevant sections of the applicable Wage Orders, as well as all interpretations of these laws by
22 California Courts and administrative bodies, as well as any other law that is enforceable through
23 PAGA, DEFENDANT is liable for all statutorily-specified penalties recoverable under PAGA as
24 enumerated in the relevant California Labor Code provisions listed herein, or for default PAGA
25 penalties under Labor Code section 2699(f) for any violation of a Labor Code section without a
26 specified civil penalty. Pursuant to Labor Code section 2699(g), and/or any and all other applicable
27 laws, PLAINTIFF is entitled to recover civil penalties, costs, plus reasonable attorney's fees and
28 costs, all in an amount to be proved.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and
3 the Class Members and the Aggrieved Employees:

- 4 1. For an order that the action be certified as a class action;
5 2. For an order that PLAINTIFF be appointed class representative;
6 3. For an order that counsel for PLAINTIFF be appointed class counsel;
7 4. For compensatory damages according to proof;
8 5. For liquidated damages according to proof;
9 6. For an order requiring DEFENDANT to make restitution of all amounts wrongfully withheld
10 from PLAINTIFF and the Class Members;
11 7. For an order finding DEFENDANT has engaged in unfair competition in violation of section
12 17200, et seq. of the California Business and Professions Code;
13 8. For an order enjoining DEFENDANT from further acts of unfair competition;
14 9. For civil penalties according to proof, including PAGA penalties;
15 10. For pre-judgment interest as permitted by law;
16 11. For attorney's fees and costs reasonably incurred; and
17 12. For such other and further relief that the Court deems just and proper.

18
19 Dated: November 1, 2021

CROSNER LEGAL, PC

20
21 By: 
22 Michael R. Crosner, Esq.
23 Zachary M. Crosner, Esq.
24 Blake R. Jones, Esq.
25 Attorneys for PLAINTIFF,
26 DEANNA KIM
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DEMAND FOR JURY TRIAL

PLAINTIFF demands a trial by jury on all claims so triable.

Dated: November 1, 2021

CROSNER LEGAL, PC

By: 
Michael R. Crosner, Esq.
Zachary M. Crosner, Esq.
Blake R. Jones, Esq.
Attorneys for PLAINTIFF,
DEANNA KIM