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Sacramento
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By _____, Deputy
Case Number:
34-2021-00308894

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RYAN MASON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

REACH AIR MEDICAL SERVICES,
LLC, a California limited liability
company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2021-00308894

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, 1194, 1197, AND 1197.1;
- (2) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;
- (3) VIOLATION OF LABOR CODE §§ 226.7
AND 512;
- (4) VIOLATION OF LABOR CODE § 226.7;
- (5) VIOLATION OF LABOR CODE § 226(a);
- (6) VIOLATION OF BUSINESS &
PROFESSIONS CODE § 17200, *ET SEQ.*
- (7) VIOLATION OF LABOR CODE § 2698,
ET SEQ.

DEMAND OVER \$25,000.00

BY FAX

Plaintiff Ryan Mason (“Plaintiff”) hereby submits this class action complaint (“Complaint”) against Defendant REACH Air Medical Services, LLC (“Defendant”) and Does 1 through 50 (collectively, “Defendants”), on behalf of himself and all other similarly situated current and former employees of Defendants for penalties and/or damages under the California Labor Code and the California Business & Professions Code, resulting from Defendant’s failure to pay minimum, regular, and overtime wages for all hours worked, failure to provide off-duty meal and rest breaks, failure to timely pay wages upon separation of employment, and failure to provide accurate itemized wage statements, as follows:

INTRODUCTION

1. This Complaint is within the Court’s jurisdiction under California Labor Code §§ 201-204, 226(a), 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2698, and the applicable Wage Orders of the California Industrial Welfare Commission (“IWC”).

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against individuals who worked for Defendants.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to pay minimum, regular, and overtime wages for all hours worked, failing to provide off-duty meal and rest breaks, failing to timely pay wages upon separation of employment, and failing to provide accurate itemized wage statements to its employees in the State of California.

4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged in, among other things a system of willful violations of the California Labor Code, and the applicable IWC Wage Orders, by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

5. The policies, practices and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code.

1
2 **JURISDICTION AND VENUE**

3 6. The Court has jurisdiction over the violations of the California Labor Code §§
4 201-204, 226(a), 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2698, and the applicable IWC
5 Wage Orders.

6 7. Venue is proper in Sacramento County, because Defendants do business in
7 Sacramento County and Plaintiff worked for Defendants in Sacramento County.

8 **PARTIES**

9 8. Plaintiff was employed by Defendants as a Flight Paramedic from about
10 September 2019, to about August 13, 2021. Plaintiff worked for Defendants at locations
11 throughout Northern California. Plaintiff worked as a non-exempt employee.

12 9. Plaintiff was and is the victim of the policies, practices, and customs of
13 Defendants complained of in this action in ways that have deprived him of the rights guaranteed
14 by California Labor Code §§ 201-204, 226(a), 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1,
15 2698, the applicable IWC Wage Orders.

16 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant
17 REACH Air Medical Services, LLC was and is a California limited liability company that
18 maintains operations and does business in the State of California, including in Sacramento
19 County, California. Plaintiff is informed and believes, and based thereon alleges, that Defendant
20 is a medical helicopter company.

21 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
22 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
23 and partnerships, licensed to do business and actually doing business in the State of California.
24 As such and based upon all the facts and circumstances incident to Defendants' business,
25 Defendants are subject to the California Labor Code, the IWC Wage Orders.

26 12. Plaintiff does not know the true names or capacities, whether individual, partner
27 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
28 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this

1 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
2 based thereon alleges that each of said fictitious defendants was responsible in some way for the
3 matters alleged herein and proximately caused Plaintiff and members of the general public and
4 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

5 13. At all times herein mentioned, each of said Defendant participated in the doing of
6 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
7 Defendants, and each of them, were the agents, servants and employees of each of the other
8 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
9 acting within the course and scope of said agency and employment.

10 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
11 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
12 joint venturer of, or working in concert with each of the other co-Defendants and was acting
13 within the course and scope of such agency, employment, joint venture, or concerted activity. To
14 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
15 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
16 Defendants.

17 15. At all times herein mentioned, Defendants, and each of them, were members of,
18 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
19 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

20 16. At all times herein mentioned, the acts and omissions of various Defendants, and
21 each of them, concurred and contributed to the various acts and omissions of each and all of the
22 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
23 herein mentioned, Defendants, and each of them, ratified each and every act or omission
24 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
25 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
26 damages as herein alleged.

27 **CLASS ACTION ALLEGATIONS**

28 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to

California Code of Civil Procedure § 382, of: All current and former non-exempt employees who worked for Defendants in the State of California at any time from September 28, 2017, through the present (the “Class”), and the following sub-classes:

a. All current and former non-exempt employees who worked for Defendants as a flight paramedic in the State of California at any time from September 28, 2017, through the present (the “Flight Paramedic Class”);

b. All current and former non-exempt employees of Defendants in the State of California who were paid overtime wages and earned non-discretionary wages, including, but not limited to RCH Preceptor wages and/or gross up benefits, during the same work week at any time from September 28, 2017, through the present (the “Regular Rate Overtime Class”); and

c. All current and former non-exempt employees who worked for Defendants in the State of California and were paid RCH Preceptor wages at any time from September 28, 2020, through the present (the “Total Hours Worked Class”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

20. Defendants uniformly administered a corporate policy and practice of: (a) failing to pay minimum, regular, and overtime wages for time spent filling out COVID-19 questionnaires, in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all minimum wages owed for time spent on-call, in violation of Labor Code §§ 1194, 1197, and 1197.1; (c) failing to pay all overtime wages owed for shifts in excess of 8 hours and/or failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 510, 558,

1 and 1194; (d) failing to provide off-duty meal and rest breaks, in violation of Labor Code §§
2 226.7 and 512; (e) failing to timely pay wages upon separation of employment, in violation of
3 Labor Code §§ 201-204; (f) failing to provide accurate itemized wage statements, in violation of
4 Labor Code §§ 226(a) and 226.2; and (g) engaging in unfair business practices in violation of the
5 California Labor Code, the applicable IWC Wage Orders.

6 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
7 a consistent and uniform policy, practice, and procedure of willfully failing to comply with
8 Labor Code §§ 201-204, 226(a), 226.2, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, the
9 applicable IWC Wage Orders.

10 22. **Common Question of Law and Fact:** There are predominant common questions
11 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
12 concerning Defendants' policy and practice of: (a) failing to pay minimum, regular, and overtime
13 wages for time spent filling out COVID-19 questionnaires, in violation of Labor Code §§ 510,
14 558, 1194, 1197, and 1197.1; (b) failing to pay all minimum wages owed for time spent on-call,
15 in violation of Labor Code §§ 1194, 1197, and 1197.1; (c) failing to pay all overtime wages
16 owed for shifts in excess of 8 hours and/or failing to pay overtime wages at the regular rate of
17 pay, in violation of Labor Code §§ 510, 558, and 1194; (d) failing to provide off-duty meal and
18 rest breaks, in violation of Labor Code §§ 226.7 and 512; (e) failing to timely pay wages upon
19 separation of employment, in violation of Labor Code §§ 201-204; (f) failing to provide accurate
20 itemized wage statements, in violation of Labor Code §§ 226(a) and 226.2; and (g) engaging in
21 unfair business practices in violation of the California Labor Code, the applicable IWC Wage
22 Orders.

23 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
24 Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical
25 manner as the Class Members. As with other non-exempt employees of Defendants, Plaintiff was
26 regularly required to perform work off-the-clock. Specifically, Plaintiff was required to answer
27 questionnaires regarding COVID-19 symptoms and exposure. Plaintiff was not paid any
28 applicable minimum, regular, or overtime wages for time spent answering the questionnaire. In

1 addition, like other non-exempt employees Plaintiff was regularly required to work on-call shifts.
2 Despite being “on-call” during these shifts, Plaintiff was paid less than minimum wage for these
3 shifts.

4 24. During shifts when Plaintiff worked more than eight (8) hours in a day,
5 Defendants failed to pay Plaintiff overtime wages. Defendants also failed to pay Plaintiff double
6 time wages for shifts lasting more than twelve (12) hours. Instead, Defendants only paid Plaintiff
7 overtime wages when he worked more than forty (40) hours in a workweek. As such, Defendants
8 owe Plaintiff additional overtime wages.

9 25. Moreover, during periods when Plaintiff received overtime wages, said wages
10 were paid at an incorrect rate of pay. More specifically, the overtime hourly pay rate did not
11 include non-discretionary wages, including, but not limited to, RCH Preceptor wages and/or
12 gross up benefits, in the calculation of the regular rate of pay. As a result, Plaintiff was underpaid
13 and is owed additional overtime wages.

14 26. Further, like other non-exempt employees, Plaintiff did not receive duty-free meal
15 and rest periods. Rather, Plaintiff and other employees were required to remain on work premises
16 and respond to any issues during their meal and rest breaks. Plaintiff was subject to Defendants’
17 control and did not receive complete, off-duty meal and rest breaks as required by law. Plaintiff
18 was not paid any applicable meal and rest period premium compensation for said non-compliant
19 breaks.

20 27. As a result of the off-the-clock violations, underpayment of overtime wages, and
21 nonpayment of meal and rest break premium compensation alleged above, the wage statements
22 issued to Plaintiff identified incorrect gross and net wages earned, total hours worked, and
23 overtime and double time rates of pay, in violation of Labor Code § 226(a).

24 28. To date, Plaintiff has yet to receive all of the wages owed to him, including the
25 unpaid/underpaid minimum, regular, and overtime wages and meal and rest period
26 compensation. Thus, Defendants owe waiting time penalties under Labor Code § 203. Therefore,
27 Plaintiff is a member of the Class and has suffered the alleged violations of Labor Code §§ 201-
28 204, 226(a), 226.2, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, the applicable Wage Orders.

1 29. The California Labor Code upon which Plaintiff bases these claims are broadly
2 remedial in nature. These laws and labor standards serve an important public interest in
3 establishing minimum working conditions and standards in California. These laws and labor
4 standards protect the average working employee from exploitation by employers who may seek
5 to take advantage of superior economic and bargaining power in setting onerous terms and
6 conditions of employment.

7 30. The nature of this action and the format of laws available to Plaintiff and
8 members of the Class identified herein make the class action format a particularly efficient and
9 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
10 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
11 advantage since it would be able to exploit and overwhelm the limited resources of each
12 individual plaintiff with their vastly superior financial and legal resources. Requiring each class
13 member to pursue an individual remedy would also discourage the assertion of lawful claims by
14 employees who would be disinclined to file an action against their former and/or current
15 employer for real and justifiable fear of retaliation and permanent damage to their careers at
16 subsequent employment.

17 31. The prosecution of separate actions by the individual class members, even if
18 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
19 to individual class members against the Defendants and which would establish potentially
20 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
21 individual class members which would, as a practical matter, be dispositive of the interest of the
22 other class members not parties to the adjudications or which would substantially impair or
23 impede the ability of the class members to protect their interests. Further, the claims of the
24 individual members of the class are not sufficiently large to warrant vigorous individual
25 prosecution considering all of the concomitant costs and expenses.

26 32. Such a pattern, practice, and uniform administration of corporate policy regarding
27 illegal employee compensation described herein is unlawful and creates an entitlement to
28 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages,

1 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
2 according to the mandate of California Labor Code §§ 218.5, 226, and 1194, and Code of Civil
3 Procedure § 1021.5.

4 33. Proof of a common business practice or factual pattern, which the named Plaintiff
5 experienced and is representative of, will establish the right of each of the members of the Class
6 to recovery on the causes of action alleged herein.

7 34. The Class is commonly entitled to a specific fund with respect to the
8 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
9 restitution of those funds being improperly withheld by Defendants. This action is brought for
10 the benefit of the entire Class and will result in the creation of a common fund.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE §§ 204, 510, 558, 1194, 1197, AND 1197.1**
13 **(BY PLAINTIFF AND THE CLASS AND FLIGHT PARAMEDIC CLASS AGAINST**
14 **ALL DEFENDANTS)**

15 35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
16 though fully set forth herein.

17 36. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
18 1197, and 1197.1, which require an employer to pay employees minimum and regular wages for
19 all hours worked fewer than eight hours in a day and/or fewer than forty hours in a workweek.
20 The Labor Code also requires an employer to pay employees overtime wages for all hours
21 worked greater than eight hours in a day and/or greater than forty hours in a workweek. The
22 Labor Code also requires an employer to pay employees doubletime wages for all hours worked
23 greater than twelve hours in a day.

24 37. As a pattern and practice, Defendants suffered and permitted Plaintiff and Class
25 Members to work without payment of minimum and regular wages for all hours worked in a
26 workday and workweek, and without payment of overtime and/or doubletime wages for all hours
27 worked. Specifically, Defendants required Plaintiff and Class Members to answer COVID-19
28 questionnaires while off-the-clock. Defendants failed to pay Plaintiff and Class Members for any

1 time spent answering said questionnaires, and thus Plaintiff and Class Members were not paid
2 minimum, regular, and overtime wages for all hours worked.

3 38. Moreover, Defendants required Plaintiff and Class Members to work on-call
4 shifts. Plaintiff and Class Members, however, were paid less than minimum wages for such on-
5 call shifts. As such, Plaintiff and Class Members are owed additional minimum wages.

6 39. Defendants had a uniform corporate pattern, practice, and procedure regarding the
7 above practices in violation of the California Labor Code.

8 40. Such a pattern, practice and uniform administration of corporate policy regarding
9 illegal employee compensation as described herein is unlawful and creates an entitlement to
10 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
11 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
12 to the mandate of California Labor Code §§ 204, 510, 558, 1194, 1197, and 1197.1.

13 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
14 willful failure to pay all wages due and owing to Plaintiff and Class Members upon separation of
15 employment results in a continued payment of wages up to thirty (30) days from the time the
16 wages were due. Therefore, Plaintiff and Class Members who have separated from employment
17 are entitled to compensation pursuant to Labor Code § 203.

18 **SECOND CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

20 **(BY PLAINTIFF, THE CLASS, THE REGULAR RATE OVERTIME CLASS, AND THE**
21 **FLIGHT PARAMEDIC CLASS AGAINST ALL DEFENDANTS)**

22 42. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
23 though fully set forth herein.

24 43. This cause of action is brought pursuant to Labor Code §§ 510, 558, and 1194,
25 which require an employer to pay employees overtime wages for all hours worked greater than
26 eight hours in a day and/or greater than forty hours in a workweek, and double time wages for all
27 hours worked greater than twelve hours in a day.

28 44. As a pattern and practice, Defendants suffered and permitted Plaintiff and Class

Members to work without payment of overtime wages for all hours worked greater than eight hours in a day and/or double time wages for all hours worked greater than twelve hours in a day. Defendants only paid Plaintiff and Class Members overtime wages when they worked more than forty hours in a workweek, rather than paying overtime wages according to daily hour totals as well.

45. Moreover, even when overtime wages were paid, Defendants failed to pay all wages owed. More specifically, Defendants failed to correctly calculate the regular rate of pay for purposes of paying overtime. Defendants did not incorporate non-discretionary wages, including, but not limited to, "RCH Preceptor" wages and/or gross up benefits into the regular rate of pay. As such, Plaintiff and Class Members were underpaid overtime wages and are owed additional wages.

46. Defendants had a uniform corporate pattern, practice, and procedure regarding the above practices in violation of the California Labor Code.

47. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 510, 558, and 1194.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to pay all wages due and owing to Plaintiff and Class Members upon separation of employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.7 AND 512

(BY PLAINTIFF AND THE CLASS AND FLIGHT PARAMEDIC CLASS AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as

1 though fully set forth herein.

2 50. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which
3 requires an employer to provide a duty-free, 30-minute meal period within the first five (5) hours
4 for shifts in excess of five (5) hours per day. Plaintiff and Class Members regularly worked in
5 excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each
6 day worked in excess of five (5) hours.

7 51. At all relevant times, Defendants failed in their affirmative obligation to ensure
8 that Plaintiff and Class Members had the opportunity to take and were provided with off-duty
9 meal periods in accordance with the mandate of the California Labor Code and the applicable
10 IWC Wage Order. At all relevant times, Plaintiff and Class Members were suffered and
11 permitted to work through legally required meal breaks and were denied the opportunity to take
12 their off-duty meal breaks. This included, without limitation, Defendants requiring Plaintiff and
13 Class Members to remain on work premises and respond to any work issues during their breaks.
14 Thus, Plaintiff and Class Members were denied their right to duty-free, 30-minute meal breaks
15 for any and all shifts in which they worked five (5) hours or more.

16 52. As a pattern and practice, Defendants regularly required Plaintiff and Class
17 Members to remain on work premises and respond to any work issues. Plaintiff and Class
18 Members were denied the opportunity to take off-duty meal breaks because they remained under
19 Defendants' control.

20 53. As Plaintiff and Class Members were denied off-duty meal periods, Defendants
21 are responsible for paying premium compensation pursuant to Labor Code §§ 226.7 and 512 and
22 the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure,
23 regularly failed to pay such premium compensation for each 30-minute duty-free meal period
24 Plaintiff and Class Members missed.

25 54. Such a pattern, practice and uniform administration of corporate policy as
26 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
27 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California
28 Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon,

1 penalties, and costs of suit.

2 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
3 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
4 Members upon separation of employment results in a continued payment of wages up to thirty
5 (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have
6 separated from employment are entitled to compensation pursuant to Labor Code § 203.

7 **FOURTH CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE § 226.7**

9 **(BY PLAINTIFF AND THE CLASS AND FLIGHT PARAMEDIC CLASS AGAINST**
10 **ALL DEFENDANTS)**

11 56. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
12 though fully set forth herein.

13 57. This cause of action is brought pursuant to Labor Code § 226.7, which requires an
14 employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major
15 fraction thereof. Plaintiff and Class Members regularly worked shifts of three and one-half (3.5)
16 hours or more per day, and accordingly had a right to take a 10-minute rest period each day.

17 58. At all relevant times, Defendants failed in their affirmative obligation to provide
18 Plaintiff and Class Members with the opportunity to take rest periods in accordance with the
19 mandate of the California Labor Code and the applicable IWC Wage Order. At all relevant
20 times, Plaintiff and Class Members were suffered and permitted to work through legally required
21 rest breaks and were denied the opportunity to take their off-duty rest breaks. This included,
22 without limitation, Defendants requiring Plaintiff and Class Members to remain on work
23 premises and respond to any work issues. Thus, Plaintiff and Class Members were denied their
24 right to take complete, duty-free 10-minute rest breaks for any and all shifts in which they
25 worked three and one-half (3.5) hours or more.

26 59. As a pattern and practice, Defendants regularly required Plaintiff and Class
27 Members to remain on work premises and respond to any work issues. Plaintiff and Class
28 Members were denied the right to take proper rest periods as required by law.

1 60. Such a pattern, practice, and uniform administration of corporate policy as
2 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
3 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California
4 Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties,
5 and costs of suit.

6 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
7 willful failure to provide all rest period premium wages due and owing to Plaintiff and Class
8 Members upon separation of employment results in a continued payment of wages up to thirty
9 (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have
10 separated from employment are entitled to compensation pursuant to Labor Code § 203.

11 **FIFTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE § 226(a)**

13 **(BY PLAINTIFF, THE CLASS, THE FLIGHT PARAMEDIC CLASS, THE REGULAR**
14 **RATE OVERTIME CLASS, AND THE TOTAL HOURS WORKED CLASS AGAINST**
15 **ALL DEFENDANTS)**

16 62. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
17 though fully set forth herein.

18 63. Labor Code § 226(a) requires employers to provide itemized wage statements to
19 its employees that identify accurate information regarding their compensation. Defendants, as a
20 matter of policy and practice, failed in its affirmative obligation to provide accurate itemized
21 wage statements to Plaintiff and Class Members, in violation of Labor Code § 226(a).

22 64. As a result of Defendants' failure to pay wages violations as identified above, the
23 wage statements issued to Plaintiff and Class Members failed to identify the correct gross wages
24 earned, net wages earned, total hours worked, and overtime and double time rates of pay, in
25 violation of Labor Code § 226(a)(1), (2), (5), and (9).

26 65. The issuance of inaccurate wage statements caused injury to Plaintiff and Class
27 Members under Labor Code § 226(e), as they cannot accurately verify and/or calculate their
28 wages. Without identifying the correct total hours worked, net wages earned, or gross wages

1 earned, Plaintiff and Class Members will have no way of verifying the amount of hours they
2 worked each particular pay period or whether they were correctly paid wages for each particular
3 pay period.

4 66. Such a pattern, practice, and uniform administration of corporate policy as
5 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
6 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
7 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
8 California Labor Code § 226.

9 **SIXTH CAUSE OF ACTION**

10 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***
11 **(BY PLAINTIFF AND THE CLASS, THE FLIGHT PARAMEDIC CLASS, AND THE**
12 **REGULAR RATE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

13 67. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
14 though fully set forth herein.

15 68. Defendants, and each of them, have engaged and continue to engage in unfair and
16 unlawful business practices in California by practicing, employing, and utilizing the employment
17 practices outlined above, including by: (a) failing to pay minimum, regular, and overtime wages
18 for time spent filling out COVID-19 questionnaires, in violation of Labor Code §§ 510, 558,
19 1194, 1197, and 1197.1; (b) failing to pay all minimum wages owed for time spent on-call, in
20 violation of Labor Code §§ 1194, 1197, and 1197.1; (c) failing to pay all overtime wages owed
21 for shifts in excess of 8 hours and/or failing to pay overtime wages at the regular rate of pay, in
22 violation of Labor Code §§ 510, 558, and 1194; and (d) failing to provide off-duty meal and rest
23 breaks, in violation of Labor Code §§ 226.7 and 512.

24 69. Defendants' utilization of such unfair and unlawful business practices constitutes
25 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

26 70. Plaintiff seeks, individually and on behalf of other members of the Class similarly
27 situated, full restitution of monies, as necessary and according to proof, to restore any and all
28 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices

1 complained of herein.

2 71. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
4 as proscribed by California Business & Professions Code § 17200, et seq., including those set
5 forth herein above thereby depriving Plaintiff and other Class Members the minimum working
6 standards and conditions due to them under the California laws as specifically described therein.

7 **SEVENTH CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

9 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

10 72. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
11 though fully set forth herein.

12 73. Plaintiff brings this cause of action as a proxy for the State of California and in
13 this capacity, seeks penalties on behalf of all Aggrieved Employees from September 7, 2020,
14 through the present, for Defendants' violations of Labor Code §§ 201-204, 226.7, 510, 558,
15 1194, 1197, and 1197.1, as identified above for: (a) failing to pay all minimum, regular, and
16 overtime wages for time spent undergoing security check-in/check-out procedures and
17 temperature checks while off-the-clock, in violation of Labor Code §§ 201-204, 510, 558, 1194,
18 1197, and 1197.1; (b) failing to provide off-duty meal breaks as a result of having employees
19 undergo security check-in/check-out procedures and temperature checks during their meal
20 breaks, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§
21 201-203, 226.7 and 512; and (c) failing to provide accurate itemized wage statements, in
22 violation of Labor Code § 226(a).

23 74. On or about September 7, 2021, Plaintiff sent written notice to the California
24 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
25 §§ §§ 201-204, 226.7, 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code § 2698, et seq.,
26 the Private Attorneys General Act ("PAGA"). Plaintiff also sent written notice of said Labor
27 Code violations to Defendant via certified mail pursuant to Labor Code § 2699.3. As of the date
28 of the filing of this Complaint, the LWDA has not provided written notice regarding whether it

intends to investigate the Labor Code violations set forth in Plaintiff's written notice.

75. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-204, 226.7, 510, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

1. WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

2. For an order certifying the proposed classes;

3. For an order appointing Plaintiff as the representative of the classes as described herein;

4. For an order appointing Counsel for Plaintiff as Class Counsel;

5. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys' fees;

6. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 510, 558, and 1194, and for costs and attorneys' fees;

7. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7 and 512, and for costs and attorneys' fees;

8. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

9. Upon the Fifth Cause of Action, for damages or penalties pursuant to California Labor Code § 226, and for costs and attorneys' fees;

10. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code § 17200, *et seq.*, and for costs and attorneys' fees;

11. Upon the Seventh Cause of Action, for civil penalties according to proof pursuant

1 to the PAGA, Labor Code Sections 2698, et seq., Labor Code Section 226.3, and for costs and
2 attorneys' fees; and

3 12. On all causes of action for attorneys' fees and costs as provided by California
4 Labor Code §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5; and

5 13. For such other and further relief the Court may deem just and proper.

6
7 DATED: December 14, 2021

DIVERSITY LAW GROUP, P.C.

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9 

10 By: _____

Larry W. Lee

11 Max W. Gavron

12 Attorneys for Plaintiff and the Class
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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On December 14, 2021, I served the following document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT** on the interested parties in this action as follows:

Amanda C. Sommerfeld asommerfeld@jonesday.com Jones Day 555 South Flower Street, 50th Floor Los Angeles, California 90071 <i>Attorneys for Defendant Reach Air Medical Services, LLC</i>	Kelsey A. Israel-Trummel kitrummel@jonesday.com Jones Day 555 California Street, 26th Floor San Francisco, California 94104 <i>Attorneys for Defendant Reach Air Medical Services, LLC</i>
Aileen H. Kim aileenkim@jonesday.com Jones Day 3161 Michelson Drive, Suite 800 Irvine, California 92612 <i>Attorneys for Defendant Reach Air Medical Services, LLC</i>	

 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 14, 2021, at Los Angeles, California.



Christine Choo