

1 Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
2 F. Shawn Azizollahi (SBN 268116)
shawn@marqueelaw.com
3 Alex Purcell (SBN 347862)
alex@marqueelaw.com
4 MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
5 Beverly Hills, California 90212
(310) 275-1844 telephone
6 (310) 275-1801 fax

7 Attorney for Plaintiffs
KATIANA LOPEZ (f/k/a KATIANA CROSS),
8 BRANDEN GRAGG, and JOSE LOPEZ

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF HUMBOLDT**

11
12 KATIANA LOPEZ (f/k/a KATIANA CROSS),
13 BRANDEN GRAGG, and JOSE LOPEZ, on
14 behalf of themselves and all others similarly
situated;

15 Plaintiffs,

16 vs.

17 DEL NORTE AMBULANCE, INC., a
18 California corporation; METRO-WEST
19 AMBULANCE SERVICE, INC., an Oregon
corporation; and DOES 1 through 100, inclusive;

20 Defendants.
21
22
23
24
25
26
27
28

FILED

APR 11 2025

AR

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**

Case No. CV2500232

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);
2. **FAILURE TO PAY OVERTIME**
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);
3. **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226 *et seq.*) ;
4. **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
5. **FAILURE TO REIMBURSE**
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);
6. **UNFAIR COMPETITION** (BUS. &
PROF. CODE § 17200, *et seq.*); and
7. **PRIVATE ATTORNEYS GENERAL**
ACT (LABOR CODE § 2698 *et seq.*).

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs Katiana Lopez (f/k/a Katiana Cross) (“Cross”), Branden Gragg (“Gragg”), and
2 Jose Lopez (“Lopez”) (together, “Plaintiffs”), on behalf of themselves and all others similarly
3 situated, and as private attorneys general on behalf of the State of California and other aggrieved
4 employees, hereby bring this Class and Representative Action Complaint against Del Norte
5 Ambulance Inc., Metro-West Ambulance Service, Inc., and Does 1 through 100, inclusive
6 (collectively, “Defendants”), and on information and belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiffs, on behalf of themselves and all others similarly situated, and as private
9 attorneys general on behalf of the State of California and other aggrieved employees, hereby bring
10 this class and representative action for recovery of unpaid wages and penalties under California
11 Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 510,
12 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804; Industrial Welfare
13 Commission Wage Order No. 9 (“Wage Order 9”), in addition to seeking declaratory relief and
14 restitution. This class action is brought pursuant to California Code of Civil Procedure section
15 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because
16 the amount in controversy exceeds this Court’s jurisdictional minimum.

17 **VENUE**

18 2. Venue is proper in this judicial district pursuant to California Code of Civil
19 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
20 occurred in Humboldt County. Defendants own, maintain offices, transact business, employ
21 employees, and/or otherwise are found within Humboldt County, Plaintiffs and the Class
22 members performed work for Defendants in Humboldt County, and Defendants are within the
23 jurisdiction of this Court for purposes of service of process.

24 **PARTIES**

25 3. Plaintiffs are all individuals over the age of eighteen (18). At all relevant times
26 herein, Plaintiffs were, and currently are, California residents. During the four years immediately
27 preceding the filing of this action and within the statute of limitations periods applicable to each
28 cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees.

1 Plaintiffs were, and are, all victims of Defendants' policies and/or practices complained of herein,
2 lost money and/or property, and have been deprived of the rights guaranteed by Labor Code §§
3 201-204, 226, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804; Business
4 & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 9, which sets
5 employment standards for the transportation industry, which includes ambulance operators.

6 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
7 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
8 business as an ambulance operating company, and that they employed Plaintiffs and other
9 similarly situated non-exempt employees within Humboldt County and the State of California.

10 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
11 corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed
14 and believe, and thereon allege, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 18) to be subject to
17 the unlawful employment practices, wrongs, injuries, and damages complained of herein.

18 6. Plaintiffs are informed and believe, and based thereon allege, that at all times
19 mentioned herein, Defendants were and are the employers of Plaintiffs and all Class members.

20 7. At all times herein mentioned, each of said Defendants participated in the acts
21 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
22 each of them, were the agents, servants, and employees of each of the other Defendants, as well
23 as the agents of all Defendants, and at all times herein mentioned were acting within the course
24 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
25 and/or otherwise ratified each of the acts or omissions alleged herein.

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
2 Class Members (as defined in Paragraph 18).

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff Cross is a current employee of Defendants and has worked for Defendants
5 in California as a paramedic at multiple times since in or about 2017, most recently since in or
6 about 2020. Plaintiff Gragg worked for Defendants as a non-exempt employee in California in
7 various positions, including as a driver and an EMT, for approximately two years, until in or about
8 July 2024. Plaintiff Lopez worked for Defendants in California as an EMT from approximately
9 November 2023 until in or about January 2025.

10 10. During Plaintiffs' employment with Defendants, Defendants have utilized a
11 timekeeping system that results in Plaintiffs and other employees not being paid for all hours
12 worked. Defendants fail to accurately record employees' work times, and/or round or time-shave
13 employee work times in a manner that has resulted in Plaintiffs and other non-exempt employees
14 not being compensated for all hours worked. For example, Plaintiff Cross, when scheduled to
15 work a 24-hour shift, often works for more than 24 hours in a shift. But Defendants have
16 frequently altered her time entries, resulting in Plaintiff Cross and other non-exempt employees
17 not being paid all wages due, including minimum wages, overtime wages, and/or double-time
18 wages.

19 11. In addition to the unlawful timekeeping practice described above, Defendants have
20 regularly failed to pay Plaintiffs and other non-exempt employees for all hours worked. For
21 example, although employees routinely work 24-hour shifts, for EMTs such as Mr. Gragg and
22 Mr. Lopez, Defendants would frequently pay less than 24 hours for such shifts. For some shifts
23 Defendants would only pay for 20 hours, for others they would pay some other amount of work
24 time that was less than the full 24 hours which employees had worked. This practice has resulted
25 in the unlawful failure to pay all wages due, including minimum wages, overtime wages, and/or
26 double-time wages.

27 12. Further, Defendants have failed to properly pay overtime wages to their workers,
28 as they have failed to pay daily overtime or double-time. As noted above, Plaintiffs and other

employees routinely work 24-hour shifts. On such shifts, Defendants are required to pay overtime (i.e., time-and-a-half) for the first 4 hours over 8 hours in a shift, and double-time for time worked over 12 hours in a shift. However, Defendants frequently only pay overtime for time worked over 40 hours in a week, without paying daily overtime or double-time; or pay only overtime but not double-time; or otherwise fail to pay all overtime and double-time wages owed.¹

13. Even when Defendants do pay overtime, they frequently fail to pay it at the proper rate. Specifically, Defendants often pay non-discretionary bonuses or other forms of pay that are not excludable from the “regular rate” of pay (such forms of pay are hereinafter described as “Incentive Pay”) but fail to incorporate Incentive Pay into the regular rate when calculating overtime wages. For example, in the pay period of July 28 – August 10, 2024 (with a check date of August 16, 2024), Plaintiff Lopez’s wage statement reflects that he was paid a bonus of \$25.00 and was also paid for 56 hours of overtime. However, Plaintiff Lopez was paid for these overtime hours at a rate of \$24.00 per hour, which was 1.5 times his *base* rate of \$16.00, rather than 1.5 times his *regular rate* of pay, which should have incorporated the value of the bonus he was paid in that pay period.

14. Defendants have also failed to reimburse Plaintiffs and other employees for expenses they have incurred in the course of their employment. Specifically, Defendants have required Plaintiffs and other employees to use their personal cell phones to download applications such as IamResponding (or IAR) for dispatch and timekeeping purposes. Indeed, the IAR app is indispensable for Plaintiffs’ and other employees’ work, as dispatch constantly communicates with them using the app. In addition, the ambulances used by Plaintiffs during the course of the workday did not have radios equipped in the back of the ambulance for paramedics and EMTs to use. Because of this, Plaintiffs and other employees have been required to use their personal cell phones to communicate with hospitals and to give reports on patients, as well as for GPS.

¹ The exemption from daily overtime found in Section 3(K) of Wage Order 9 does not apply to Plaintiffs or Defendants’ other employees, since, on information and belief, no written agreement was ever entered into between Defendants and their employees in compliance with that section, nor were the requirements of that section otherwise met with respect to Plaintiffs and Defendants’ other non-exempt employees.

1 15. Despite requiring Plaintiffs and other employees to use their personal property for
2 work-related purposes, Defendants have failed to reimburse them for any portion of their personal
3 expenses, including any portion of their monthly cell phone bill. As a result of the foregoing,
4 Plaintiffs and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and
5 *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must
6 reimburse employees for "reasonable percentage" of their cell phone bills if they are required to
7 use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

8 16. As a result of Defendants' failure to pay all wages due, their failure to account for
9 and compensate for all hours worked, and their failure to properly pay overtime and double-time
10 wages, Defendants have failed to pay all wages to Plaintiff Gragg, Plaintiff Lopez, and other
11 former employees at the separation of their employment.

12 17. As a further result of Defendants' failure to pay all wages due, failure to account
13 for and compensate for all hours worked, and their failure to properly pay overtime and double-
14 time wages, Defendants have issued inaccurate wage statements to Plaintiffs and other non-
15 exempt employees.

16 **CLASS ACTION ALLEGATIONS**

17 18. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
18 following Classes pursuant to Section 382 of the Code of Civil Procedure:

19 a. The Overtime Class consists of all of the Defendants' current and former non-
20 exempt employees in California who worked more than 8.0 hours in a workday and/or over
21 40.0 hours in a workweek and were subject to Defendants' timekeeping and payroll
22 practices, at any time from four years immediately preceding the filing of this action
23 through the present.

24 b. The Minimum Wage Class consists of al of the Defendants' current and former
25 non-exempt employees in California who were subject to Defendants' timekeeping and
26 payroll practices, at any point from four years prior to the filing of this action to the present.

27 c. The Waiting Time Class consists of all members of the Minimum Wage Class
28 and/or Overtime Class who are no longer employed by Defendants, and whose employment

with Defendants ended at any time from three years immediately preceding the filing of this action through the present.

d. The Wage Statement Class consists of all members of the Minimum Wage Class and/or Overtime Class who received a wage statement from Defendants at any time from one year prior to the filing of this action through the present.

e. The Expense Reimbursement Class consists of all of Defendants' employees who were required to use their personal property, including but not limited to personal cellular phones, for work-related purposes, at any time from four years prior to the filing of this action through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants paid the members of the Minimum Wage Class at least the applicable legal minimum wage for all hours worked;
- ii. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- iii. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment;
- iv. Whether Defendants issued accurate, itemized wage statements to members of the Wage Statement Class; and

v. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' timekeeping, overtime, and expense reimbursement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

22. **Typicality:** Plaintiffs' claims are typical of the Classes' claims because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiffs, like the members of the Classes, were not paid all earned minimum wages, overtime wages, and double-time wages; were deprived of all final wages upon their separation of employment from Defendants; were not issued accurate itemized wage statements; and were not reimbursed for all expenses they incurred in carrying out their job duties for Defendants.

23. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

24. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs

1 and members of the Classes make the class action format a particularly efficient and appropriate
2 procedure to redress the violations alleged herein. If each employee were required to file an
3 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
4 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
5 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
6 an individual remedy would discourage the assertion of lawful claims by employees who would
7 be disinclined to file an action against their former and/or current employer for real and justifiable
8 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
9 prosecution of separate actions by individual class members would create a substantial risk of
10 inconsistent or varying verdicts or adjudications with respect to the individual class members
11 against Defendants herein; and which would establish potentially incompatible standards of
12 conduct for Defendants. Further, the claims of the individual members of the Classes are not
13 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
14 costs and expenses attending thereto. As such, the Classes identified in Paragraph 18 are
15 maintainable under Section 382 of the Code of Civil Procedure.

16 **FIRST CAUSE OF ACTION**

17 **MINIMUM WAGE VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 25. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

20 26. Wage Order 9 and Labor Code §§ 1197 and 1182.12 establish employees' right to
21 be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a)
22 and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as
23 required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
24 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

25 27. At all relevant times, Defendants failed to conform their pay practices to the
26 requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours
27 actually worked including, but not limited to, all hours they were subject to Defendants' control
28 and/or suffered or permitted to work under the Labor Code and Wage Order 9.

1 28. *See's Candy Shops, Inc. v. Superior Court*, 210 Cal. App. 4th 889 (2012) states
2 that employees must be paid for all of the time they have worked and that employers cannot
3 routinely round down hours worked such that an employee is denied pay over time, even if the
4 time appears minimal.

5 29. As a direct and proximate result of Defendants' unlawful conduct as alleged
6 herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including
7 but not limited to unpaid wages and lost interest in an amount to be established at trial, and they
8 are entitled to recover economic and statutory damages and penalties and other appropriate
9 relief as a result of Defendants' violations of the California Labor Code and Wage Order 9.

10 30. Defendants' practice and uniform administration of corporate policy regarding
11 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
12 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
13 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
14 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME WAGES**

17 **(AGAINST ALL DEFENDANTS)**

18 31. Plaintiffs re-allege and incorporate by reference all prior paragraphs.

19 32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
20 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
21 overtime hours worked, and which provide a private right of action for the failure to pay all
22 overtime compensation for overtime work performed.

23 33. At all times relevant herein, Defendants were required to properly compensate
24 Plaintiffs and members of the Overtime Class for all overtime hours worked pursuant to California
25 Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an
26 employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of
27 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on
28 the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to

1 pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a
2 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
3 As alleged herein, Defendants caused Plaintiffs and Overtime Class members to work overtime
4 and double-time hours but did not compensate them at one and one-half times (or two times) their
5 regular rate of pay for such hours.

6 34. The foregoing policies and practices are unlawful and create entitlement to
7 recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime
8 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
9 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of
10 Civil Procedure § 1021.5.

11 **THIRD CAUSE OF ACTION**

12 **WAGE STATEMENT VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

14 35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

15 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
17 and the Wage Statement Class with accurate and complete itemized wage statements that
18 included, among other requirements, all hours worked, all hours worked at each rate of pay, and
19 all gross and net wages earned, in violation of Labor Code § 226.

20 37. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class
21 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
22 among other things, the non-payment of all their minimum wages and overtime wages, and
23 deprived them of the information necessary to identify and reconcile the discrepancies in
24 Defendants' reported data.

25 38. Defendants' failures create an entitlement to recovery by Plaintiffs and members
26 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
27 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
28 of suit, pursuant to Labor Code §§ 226 and 226.3.

1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 40. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
6 an employer to pay all wages immediately at the time of separation of employment in the event
7 the employer discharges the employee, or the employee provides at least 72 hours of notice of
8 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
9 to quit, said employee's wages become due and payable not later than 72 hours upon said
10 employee's last date of employment.

11 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including (but not limited to) unpaid minimum wages and
14 overtime and double-time wages.

15 42. Further, Plaintiffs are informed and believe, and based thereon allege, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members
17 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
18 to the requirements of Labor Code §§ 201-203.

19 43. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
21 Time Class their earned wages upon separation from employment results in a continued payment
22 of daily wages up to thirty days from the time the wages were due. Plaintiffs and members of the
23 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
24 attorneys' fees and costs of suit.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

27 **(AGAINST ALL DEFENDANTS)**

28 44. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

1 45. At all relevant times, Defendants were subject to Labor Code § 2802, which states
2 that “an employer shall indemnify his or her employees for all necessary expenditures or losses
3 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
4 her obedience to the directions of the employer.”

5 46. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
6 “any contract or agreement, express or implied, made by any employee to waive the benefits of
7 this article or any part thereof, is null and void, and this article shall not deprive any employee or
8 his personal representative of any right or remedy to which he is entitled under the laws of this
9 State.”

10 47. Due to Defendants’ unlawful policy and practice of requiring employees to use
11 their personal property, including but not limited to personal cell phones, for work purposes, and
12 their failure to reimburse Plaintiffs and members of the Expense Reimbursement Class,
13 Defendants have violated Labor Code § 2802.

14 48. As a proximate result of Defendants’ policies and/or practices in violation of Labor
15 Code §§ 2802 and 2804, Plaintiffs and members of the Expense Reimbursement Class have
16 suffered damages in sums, which will be shown according to proof.

17 49. Plaintiffs and members of the Expense Reimbursement Class are entitled to
18 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

19 50. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
20 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
21 Plaintiffs and members of the Expense Reimbursement Class are entitled to interest, which shall
22 accrue from the date on which they incurred the initial necessary expenditure.

23 **SIXTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

26 51. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

27 52. Defendants have engaged, and continue to engage, in unfair and/or unlawful
28 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay

1 Plaintiffs and the Classes all minimum wages and overtime wages due, failing to furnish accurate
2 and complete itemized wage statements, failing to reimburse business expenses, and failing to
3 pay all earned wages at separation of employment.

4 53. Defendants' utilization of these unfair and/or unlawful business practices has
5 deprived Plaintiffs and members of the Classes of compensation to which they are legally entitled,
6 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
7 Defendants' competitors who have been and/or are currently employing workers and attempting
8 to do so in honest compliance with applicable wage and hour laws.

9 54. Because Plaintiffs are both victims of Defendants' unfair and/or unlawful conduct
10 alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full
11 restitution of monies as necessary and according to proof, to restore all monies withheld, acquired,
12 and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

13 55. The acts complained of herein occurred within the four years immediately
14 preceding the filing of this action.

15 56. Plaintiffs were compelled to retain the services of counsel to file this court action
16 to protect their interests and those of the Classes, to obtain restitution and injunctive relief on
17 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
18 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and
19 costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

20 **SEVENTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **(AGAINST ALL DEFENDANTS)**

23 57. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

24 58. Defendants have committed several Labor Code violations against Plaintiffs and
25 other aggrieved employees. Plaintiffs are "aggrieved employees" within the meaning of Labor
26 Code § 2698 *et seq.* Plaintiffs, acting on behalf of themselves, the State of California, and other
27 aggrieved employees, bring this representative action against Defendants to recover the civil
28 penalties due to Plaintiff, other aggrieved employees, and the State of California according to

proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

- a. Failing to pay Plaintiffs and other aggrieved employees at least the applicable minimum wage for all hours worked, in violation of Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiffs and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to reimburse Plaintiffs and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- d. Failing to furnish Plaintiffs and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- e. Failing to timely pay all final wages to Plaintiffs Lopez and Gragg and other aggrieved employees, in violation of Labor Code §§ 201-203;
- f. Failing to maintain accurate records of the hours worked and meal periods taken by Plaintiffs and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

59. On or about February 3, 2025, Plaintiffs notified Defendants Del Norte Ambulance, Inc. and Metro-West Ambulance Service, Inc. via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 58 (a)-(f) above. Now that sixty-five days have passed from Plaintiffs’ notifying Defendants and the LWDA of these violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

60. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants and to seek injunctive relief under the PAGA. Plaintiffs

1 have thereby incurred attorneys' fees and costs, which they are entitled to recover under Labor
2 Code § 2699(k).

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
5 behalf this suit is brought against Defendants, as follows:

- 6 1. For an order certifying the proposed Classes;
- 7 2. For an order appointing Plaintiffs as representatives of the Classes;
- 8 3. For an order appointing counsel for Plaintiffs as counsel for the Classes;
- 9 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
10 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
11 1197, and 1198;
- 12 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 14 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
15 226, *et seq.*;
- 16 7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
17 Labor Code §§ 201-203;
- 18 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
19 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 20 9. Upon the Sixth Cause of Action, for restitution to Plaintiffs and members of the
21 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
22 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;
- 23 10. Upon the Seventh Cause of Action, for any and all civil penalties available to
24 Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys
25 General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting
26 Defendants from engaging in the unlawful conduct alleged herein;
- 27 11. Prejudgment interest on all due and unpaid wages and other damages pursuant to
28 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); and Civil Code § 3287;

1 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 226(e), 1194 *et seq.*, 2699(k), 2802(c), Code of Civil Procedure § 1021.5, and all other applicable
3 statutes; and

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

5
6 Date: April 10, 2025

MARQUEE LAW GROUP, APC

7
8 

9
10 Tuvia Korobkin
11 Attorney for Plaintiffs

12
13 **DEMAND FOR JURY TRIAL**

14
15 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

16
17 Date: April 10, 2025

MARQUEE LAW GROUP, APC

18
19 

20
21 Tuvia Korobkin
22 Attorney for Plaintiffs
23
24
25
26
27
28