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June 6, 2025

VIA CERTIFIED MAIL AND ELECTRONIC MAIL

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Email: PAGAfilings@dir.ca.gov

Re: Notice Pursuant to Labor Code Section 2699.3
Violation of Labor Code Section 1102.5, 6310, 6311, 98.6 by Advantage
Ambulance, Inc.
AMENDED PAGA notice LWDA-CM-1101470-25

To Whom It May Concern:

This letter is intended to comply with the requirements of California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code section 2698, *et seq.*, including section 2699.3 with respect to notice of violations of the Labor Code by **Advantage Ambulance, Inc.** (hereinafter “Respondent”). Unless the Labor & Workforce Development Agency proceeds against the employer, my client, Brenda Dupree, intends to pursue a civil action against Respondent on behalf of herself and all aggrieved employees, seeking attorney fees and penalties under PAGA.

Claimant was employed by Respondent as an Ambulance Attendant-Critical Care Transport Nurse (“Ambulance Attendant-CCT RN”) from approximately June 2023 until Respondent terminated Claimant. As an Ambulance Attendant-CCT RN, Claimant’s job duties included, but were not limited to, providing direct patient care to the ill and injured during the transports, perform assessments, treatments, and monitor patients during inter-facility transports, completing critical care reports, assisting in moving patients from beds to ambulance gurneys and from gurneys to beds, and washing, drying and cleaning both the inside and outside of their ambulance.

Throughout Claimant’s employment with Respondent, Claimant was assigned to ambulances in which Claimant observed Respondent’s staff not properly clean and sanitize the ambulances. This presented health and safety issues to patients being transported. These health and safety issues included, but not limited to, plastic disposable urinals filled with urine that were left in the trash cans of the ambulance, food and spilled beverages on the floor that were not disposed, and overfilled trash bins. These health and safety issues required Claimant to clean and

sanitize the ambulances herself because she reasonably believed it was unsafe/harmful to patients' and employees' health to have the ambulance not be properly clean and sanitize.

From approximately the beginning of September of 2023 through November of 2023, other Ambulance Attendant-CCT RNs employed by Respondent told Claimant that they observed similar health and safety issues in Respondent's ambulances including a mass of ants located inside the ambulances. On at least three (3) occasions between November of 2023 and March of 2024, Claimant complained to Respondent's Manager, Jeanene Sutton ("Sutton") about the ongoing health and safety issues in Respondent's ambulances. Claimant told Sutton that she believed these issues posed health risks for Respondent's employees and patients. From Claimant's observations and knowledge, these health and safety issues continued after her complaints.

On at least two (2) occasions between approximately January of 2024 and April of 2024, Claimant complained to Respondent's Chief Operating Officer, Ryan Hartsock ("Hartsock") about the ongoing health and safety issues in Respondent's ambulances. Claimant told Hartsock that she believed these issues posed health risks for Respondent's employees and patients. From Claimant's observations and knowledge, these health and safety issues continued after her complaints.

On at least two (2) occasions between approximately January of 2024 through May of 2024, Claimant complained to Respondent's Manager, Van Mount ("Mount") about the ongoing health and safety issues in Respondent's ambulances. Claimant told Mount that she believed these issues posed health risks for Respondent's employees and patients. From Claimant's observations and knowledge, these health and safety issues continued after her complaints.

In or around February 2024, Claimant began having [REDACTED] and experienced [REDACTED] which made it [REDACTED]. Claimant experienced this [REDACTED] when she performed certain job duties including lifting and pulling patients. On approximately two (2) occasions in or around February 2024, Claimant informed Respondent's management of her [REDACTED]. On one of those occasions, Claimant told Sutton that Claimant was experiencing [REDACTED], that she believed that some of her job duties were contributing to and/or causing her [REDACTED], and that she was in the process of seeking medical attention in order to treat her [REDACTED]. Sutton responded to Claimant by telling her to seek medical attention.

During one of Claimant's shifts after reporting her [REDACTED] to Respondent's management, Claimant told Sutton and Mount that she was experiencing [REDACTED] while performing her job and requested that Respondent provide her with two (2) Emergency Medical Technicians ("EMTs") to assist her in her job duties. Sutton and Mount provided Claimant with two (2) EMTs for one shift but did not provide additional EMTs to Claimant for future shifts. Respondent did not ask Claimant if she needed additional EMTs for her shifts going forward.

On or around March 14, 2024, Claimant saw her physician who advised her to undergo further medical assessment and prescribed her medication for her [REDACTED]. At this time Claimant was not given any work restrictions. Claimant informed Sutton of this information on

or around March 15, 2024. On or around April 21, 2024, Claimant underwent medical imaging assessment where the following medical findings were determined: "There is [REDACTED]

[REDACTED] There is [REDACTED]
[REDACTED]. There is [REDACTED]. There is [REDACTED]
[REDACTED] There is [REDACTED]. There is [REDACTED]
[REDACTED]. The [REDACTED]
[REDACTED]" and "[REDACTED]
[REDACTED] There is [REDACTED] There is [REDACTED]
[REDACTED] The [REDACTED]. There is [REDACTED].
There is [REDACTED]. The [REDACTED]."

During Claimant's shift on or about June 4, 2024, Claimant received a call from Respondent's dispatchers who requested Claimant's ambulance to attend an assignment. Prior to this call, the EMT driving the ambulance that day, Cassidy Comeau ("Comeau"), had been working for approximately thirteen (13) hours and told Claimant that she was too exhausted to continue driving and needed a break to rest. Out of concern for the health and safety of Comeau, the public, and patients, Claimant refused to accept this assignment because of the condition of Comeau. Respondent's dispatcher demanded that Claimant and Comeau take this assignment. On or around June 5, 2024, Claimant submitted a written incident report on Respondent's online portal, "Trauma Soft", complaining about the dispatcher's conduct and that it posed a health and safety concern.

On or around June 14, 2024, Claimant received a call from Respondent's dispatcher who requested Claimant take an assignment to attend to a seventeen (17) month old child who had overdosed and received Narcan. Claimant is not a pediatric nurse and has no experience in pediatrics. Claimant did not believe she had the qualifications, experience, or skills to attend to this pediatric patient, so Claimant told the dispatcher this and asked the dispatcher to find another nurse to attend to this assignment. Respondent's dispatcher found a different Ambulance Attendant-CCT RN to accept the assignment.

During Claimant's shift on or about June 17, 2024, Respondent's Manager, Amanda Walstrom ("Walstrom"), called Claimant into a meeting. During this meeting Walstrom criticized Claimant for not taking the assignment on June 14, 2024. Claimant told Walstrom that she did not believe she was legally qualified to handle that assignment and did not want to jeopardize her license by performing work she was not qualified to perform.

On or around June 24, 2024, Respondent's Human Resources employee, Terrence Rodgers ("Rodgers"), approached Claimant and instructed Claimant to attend a meeting, that included Claimant, Rodgers, Hartsock and Walstrom. Hartsock told Claimant that Respondent's Director of Riverside EMS, Dr. Salcedo ("Salcedo"), did not agree with Claimant not accepting the assignment on June 14, 2024 and no longer wanted Claimant on his team. Hartsock told Claimant she could either resign from her position or be terminated from her position that day. Hartsock then instructed Claimant to provide him with her employee badge, which Claimant complied with, as well as submitting a resignation letter as instructed by Hartsock.

During Claimant's employment, Claimant worked 12 hour shifts. During those shifts Claimant received assignments from Respondent's dispatchers. On multiple occasions Claimant received assignments back-to-back without being able to take a rest break and/or meal break. When Claimant complained and requested not to be given an assignment because she needed to take her rest and/or meal break, Respondent's dispatcher disregarded her requests and assigned Claimant additional assignments.

Claimant is informed and believes, and hereon alleges, that the issues they complained on behalf of themselves and all aggrieved employees about were unlawful or a violation of regulations and laws.

Claimant believes they were retaliated against in violation of Labor Code §§ 1102.5, 6310, 6311, 98.6.

Labor Code section 1102.5 mandates, *inter alia*, that an employer may not "make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance" or "retaliate against an employee for disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance" if the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, rule or regulation. Section 1102.5 further states that "an employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a state or federal rule or regulation." It is Claimant's position that said employer violated, among other applicable statutory provisions, Labor Code section 1102.5 by retaliating against Claimant for objecting to, complaining about and/or reporting violations of local, state and federal agencies, and for refusing to participate in an activity that would result in a violation of state and/or local law on behalf of themselves and all aggrieved employees.

Labor Code Section 6310 prohibits any person from discharging, constructively discharging, retaliating or in any manner discriminating against any employee for making any oral or written health and/or safety complaint, or a complaint regarding working conditions to a governmental agency or their own employer, and who has instituted or caused to be instituted any proceeding under or relating to his or her rights or has testified or is about to testify in the proceeding or because of the exercise by the employee on behalf of himself, herself, or others of any rights afforded him or her. Section 6310 also prohibits any person from retaliating against employees whom they suspect will file a complaint related to workplace safety. It is Claimant's position that said Respondent violated, among other applicable statutory provisions, Labor Code section 6310, by retaliating against Claimant and discharging Claimant for complaining about and/or suspecting Claimant would pursue complaints on behalf of themselves and all aggrieved employees about unsafe work conditions resulting from their conduct and/or omissions detailed above which Claimant reasonably believed to be unlawful.

California Labor Code section 6311 mandates, *inter alia*, that no employee shall be laid off or discharged for refusing to perform work in the performance of which this code, including Section 6400, any occupational safety or health standard or any safety order of the division or standards board will be violated, where the violation would create a real and apparent hazard to the employee or his or her fellow employees. It is Claimant's position that said Respondent violated, among other applicable statutory provisions, Labor Code section 6311, by retaliating against Claimant for refusing to perform work that would create a real and apparent health and safety concern on behalf of themselves and all aggrieved employees, which Claimant reasonably believed to be unlawful.

Labor Code section 98.6 mandates, *inter alia*, "no employer may ...discharge or retaliate against an employee who made a written or oral complaint regarding, among other things, meal breaks, rest breaks and wages." It is Claimant's position that said employer violated, among other applicable statutory provisions, Labor Code section 98.6 by retaliating against Claimant for complaining about meal and rest breaks and wages on behalf of themselves and all aggrieved employees.

As a direct and proximate result of the forgoing (set forth without limitation), Claimant has suffered severe emotional distress and other damages, including but not limited to, loss of back pay, front pay, and other financial losses. Claimant is thus entitled to seek on behalf of themselves and all aggrieved employees applicable damages, penalties, attorneys' fees, and interest set forth in PAGA, Cal. Labor Code section 2698, *et seq.* We would appreciate hearing from the Labor & Workforce Development Agency at your earliest convenience.

Very truly yours,

THE MYERS LAW GROUP, A.P.C.



Ann Hendrix

Kaci J. Bell

Attorneys for Claimant Brenda Dupree

cc: Advantage Ambulance, Inc.
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