

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
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2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]



VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

July 7, 2025

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Bell's Healdsburg Ambulance Service
P.O. Box 726
Healdsburg, CA 95448

Re: Joseph Esquivel

To whom it may concern:

This firm represents Joseph Esquivel ("Esquivel") in connection with claims arising from his former employment with Bell's Healdsburg Ambulance Service ("Bell's"). In accordance with California Labor Code section 2699.3, this letter shall serve as Esquivel's written notice to the Labor and Workforce Development Agency ("LWDA") and Bell's regarding the following violations, and facts and theories supporting those violations, on Esquivel's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Bell's.

Bell's is a corporation which provides emergency medical services and transportation for the California communities of Healdsburg, Windsor, Geyserville, and surrounding areas. Esquivel was hired by Bell's on or around October 20, 2018 as an emergency medical technician; in March 2021, Esquivel was made a licensed paramedic. Esquivel typically worked 24-hour shifts at the last-held rate of \$720 per shift (for an effective hourly rate of \$30). Esquivel typically worked two or three shifts per week.

Bell's failed to pay Esquivel overtime wages, in violation of the Labor Code. As set forth above, Esquivel regularly worked more than 40 hours in a workweek, and substantially more than eight hours in a workday. Yet, he was *never* paid any overtime wages at 1.5 times his regular rate of pay. Presumably Bell's paid Esquivel under the

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presumption that he was exempt from *daily* overtime rules per paragraph 3.J of Wage Order 5 (Cal. Code Regs., tit. 8, § 11050), which provides –

“The daily overtime provisions of subsection (A) above shall not apply to ambulance drivers and attendants scheduled for 24 hours shifts [sic] of duty who have agreed in writing to exclude from daily time worked not more than three (3) meal periods of not more than one (1) hour each and a regularly scheduled uninterrupted sleeping period of not more than eight (8) hours. The employer shall provide adequate dormitory and kitchen facilities for employees on such a schedule.”

However, Bell's did not comply with this provision of Wage Order 5—it did *not* provide Esquivel with three meal periods, nor did it provide Esquivel with a regularly scheduled uninterrupted sleeping period of not more than eight hours. Any break or sleep time that Esquivel was otherwise able to avail himself of was not deducted from his pay; he was paid for the entire shift at his regular rate of pay only. Regardless, Esquivel regularly worked *weekly* overtime (i.e., more than 40 hours in a workweek, not affected by the foregoing, limited exemption) and was still paid *no* overtime. Thus, Bell's violated Labor Code section 510.

Bell's also failed to provide Esquivel with compliant rest and meal periods. Nobody *ever* relieved Esquivel of all duty so he could take uninterrupted rest and meal periods. To the extent that Esquivel took any breaks, they were purely at his initiative and could only be taken to the extent that Esquivel had no pressing duties to attend to. Esquivel was never paid premiums for Bell's failure to provide compliant rest and meal periods. Accordingly, Bell's violated Labor Code sections 226.7 and 512.

Additionally, Esquivel was not paid the minimum wage for all hours worked. Though his shift always officially started at 8:00 a.m., it was customary for Bell's paramedics and emergency medical technicians to arrive early so as to perform certain preliminary activities and ensure a smooth shift change. ***Indeed, Bell's encouraged Esquivel, in writing, to arrive at work early, as the outgoing shift would “appreciate it if you show up a bit early to insulate them from that ‘late call.’”*** (Exhibit A, emphasis added.) Thus, Esquivel would typically arrive at the station around 7:30 a.m. and perform various preliminary activities before the official start of his shift. Bell's was aware of this “off-the-clock” work, not least because (1) it strongly encouraged Esquivel (and all other EMTs and paramedics) to arrive early, *supra*, (2) the manager, Daniel Reese, would sometimes arrive substantially before 8:00 a.m. and could clearly see that Esquivel was already there, working, and (3) the worksite was thoroughly covered with surveillance cameras which would show employees present. Yet Esquivel was not paid at all for this time. Additionally, Esquivel and other employees of Bell's were frequently required to attend meetings via Zoom teleconference to discuss various work matters (e.g., company

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policies, treatments in the field, postings, etc.). These meetings lasted for an hour or more. However, Bell's paid no wages whatsoever for these mandatory meetings. Thus, Bell's violated Labor Code sections 1182.12 and 1197.

Because Esquivel was not paid all wages due and owing (including rest/meal period premiums), *supra*, the itemized wage statements furnished to him failed to show, accurately, his gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226.

Esquivel's employment with Bell's ended on or around May 19, 2025. At no point has Esquivel been paid the full balance of wages due and owing (including premiums for denial of rest and meal periods), *supra*. Additionally, Esquivel is informed and believes that he had a substantial amount of accrued paid time off which, similarly, was not paid out upon his separation of employment. Thus, Bell's violated Labor Code section 203.

The foregoing violations, and each of them, were committed against current and other former employees of Bell's in California, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me and I will provide that information to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Esquivel intends to file a civil complaint against Bell's pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By

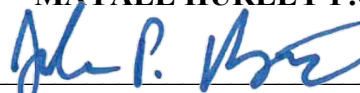

JOHN P. BRISCOE

Exhibit A

General Work Habits

- 1) Employees frequently get calls the minute their shifts start. It's wise to come to work in uniform but at worst make sure you have your uniform at hand the minute you arrive for your shift. Bell's pays "shift pay" so most of your co-workers would appreciate it if you show up a bit early to insulate them from that "late call".
- 2) Wear only approved uniforms. There is a uniform policy later in this manual.
- 3) When assigned to a shift it is your responsibility to be on time and ready to respond. It your responsibility to see if you have been assigned shifts you gave availability for. You must give advanced notice if you were assigned a shift you are no longer available for.
- 4) Shifts can be exchanged or traded among employees but this must be approved by the manager in advance,
- 5) No employee should be on company property while under the influence of alcohol or drugs. Even if you are off duty you should refrain from company property unless of course you have a medical emergency. Any employee who comes to work under the influence is subject to discipline and even legal action. Remember that after a heavy night of drinking alcohol levels can still be elevated the next morning. There is a 0 tolerance policy at Bell's so any amount of alcohol in your system is against company policy.
- 6) No alcohol beverages are permitted on company property. This includes for cooking or other uses.
- 7) We expect cooperation with fellow employees. Habitual conflicts with co-workers will be viewed as reason for some form of action from counseling to termination.
- 8) Prescription medications and or health issues that may affect job performance need to be reported to the management.