

May 26, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: *PAGA Notice Letter on Behalf of CHRISTOPHER MEADERS and
Aggrieved Employees Under California Labor Code section 2699.3*

Via Certified Mail Return Receipt Requested:

AMBUSERVE, INC.
15105 S. BROADWAY
GARDENA, CA 90248
(CMRR Tracking
#9414809898643081943651)

AMBUSERVE, INC.
c/o Melissa Harris
15105 S. BROADWAY
GARDENA, CA 90248
(CMRR Tracking
#9414809898643081943538)

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted electronically to the Department of Industrial Relations.

This PAGA Notice concerns CHRISTOPHER MEADERS’ (“Employee”) employment with Employee’s former employer: Ambuserve, Inc. (“Employer”). Employee was a non-exempt hourly employee and worked for Employer as an EMT at, without limitation, 15105 South Broadway, Gardena, California 90248. Employee worked for Employer from approximately April of 2025 through approximately May of 2025. Employee’s duties included, but were not limited to, interfacility patient transport.

Employee seeks to represent all “Aggrieved Employees” that worked for Employer during the PAGA Period. The “PAGA Period” covers the three years preceding the date this letter was submitted to the LWDA and continues past that date into perpetuity. Specifically, in connection with any alleged claims for violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 221, 222.5, 226, 226.3, 232, 232.5, 432.3, 432.5, 1102.5, 1198, 1198.5, including restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent *all* employees that worked for Employer during the PAGA Period. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees that worked for Employer during the PAGA Period. Collectively, these employees are referred to herein as “Aggrieved Employees.”

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Unpaid Minimum and Overtime Wages:

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees for all hours worked at the proper rates of pay. Employer knew, or should have known, that Employee and Aggrieved Employees were entitled to receive wages for all time worked, including regular, overtime, and double times wages, yet failed to pay Employee and Aggrieved Employees all wages owed for work that was required to be performed.

Employee is informed and believes, and based thereon alleges, that Employer maintains a practice or policy of failing to track all minutes actually worked by Employee and Aggrieved Employees by engaging, suffering, or permitting Aggrieved Employees to work off the clock. Specifically, Employer engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employee and other Aggrieved Employees to complete pre-shift tasks before clocking in such as setting up the ambulance, inventory checks, engine inspections, and equipment verification, and post-shift tasks after clocking out, such as cleaning the ambulance; suffer under Employer's control by waiting in long lines to clock in due to the fact there was only one available computer to clock in with up to twelve employees clocking in at once; clock out for meal periods and continue working; don and doff required uniforms and/or safety gear prior to starting their shift such as EMT pants; and attend company meetings such as staff meetings, meetings to report equipment issues and/or trainings.

Moreover, upon information and belief, Employer detrimentally edited and/or manipulated time entries so the hours recorded were less than the hours actually worked. By way of example, Employer edited Employee's, and upon information and belief, Aggrieved Employees', time records to avoid paying overtime and to exclude time spent cleaning the ambulances.

In addition, Employer failed to pay all overtime owed by attempting but failing to properly implement an alternative workweek schedule ("AWS"), including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders.

Given Employee personally suffered these violations of the minimum wage and overtime laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage and overtime laws, if any of these should be found. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 223, 510, 511, 1197, 1198, 1182.12, and applicable Wage Orders based on its continued failure to pay minimum and overtime wages for all hours worked. Thus, Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Employee is further informed and

believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, or oppressive. Thus, Employer is liable for civil penalties pursuant to Labor Code sections 210, 558, 1197.1, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Non-Compliant Meal Periods:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling Employee and other Aggrieved Employees during the PAGA Period to work excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof. By way of example, Employer regularly denied Employee and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; failing to provide meal periods all together; not providing timely meal periods; failing to provide second meal periods; requiring that employees carry cellular telephones and radios during meal periods; requiring on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. For example, Employee often had to take his meal period while working and only had time to briefly stop at a gas station to grab something to eat. Additionally, meal periods were late due to the high volume of calls received and direct instructions from Employer to dispatchers to continue assigning calls during meal periods. Furthermore, Employee is informed and believes that Employer deducted meal periods from Employee's time records when a compliant meal period was not taken. Given Employee personally suffered these violations of the meal period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the meal period laws, including potential violations for short meals, auto-deducted meals, and meals for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found.

Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 512, 1198 and applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and therefore each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer is thus liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Non-Compliant Rest Periods:

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the Aggrieved Employees are completely relieved of all of their duties, including, without limitation, by failing to provide rest periods all together due to a high volume of work. Given Employee personally suffered these violations of the rest period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for short rest periods, rest periods where Aggrieved Employees are required to clock-out, rest periods for which Aggrieved Employees were not relieved of all duties, and rest periods for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found. Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate and Inadequate Recordkeeping Practices:

In addition to the above, Employee is informed and believes, and based thereon alleges, that Employer failed and continues to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide all documents requested by Employee January 19, 2026, in violation of these Labor Code sections, including but not limited to time records in violation of Labor Code section 1174. Employee and the Aggrieved Employees personally suffered these violations, which in turn entitles Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1199, and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate Itemized Wage Statements:

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Employee and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period. Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay Employees at Time of Separation:

Employee is informed and believes, and based thereon alleges, that Employer, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay all compensation owed to Employee and other terminated or resigned Aggrieved Employees, including but not limited to, all overtime wages owed, all minimum wages owed, and all premium pay owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period. Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Reimburse Employees:

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continues to fail and refuse, to reimburse Employee and other Aggrieved Employees, for their costs incurred for purchasing uniforms, separately laundering uniforms,

providing uniform and other deposits, the purchase of medical equipment, use of personal cellular phone for work purposes, pre-employment medical and physical exams taken as a condition of employment, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer is liable to reimburse Employee and other Aggrieved Employees for the costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits, together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198. Employee and other Aggrieved Employees personally suffered these violations, and Employee and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Thus, Employer would also be liable for civil penalties under Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay All Wages Owed:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of failing to pay Employee and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and does not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 204. Employee and other Aggrieved Employees have personally suffered these violations. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Unlawful Non-Compete Clauses:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. For example, Employer's Confidentiality Policy states that employees' salaries may only be disclosed to those authorized by the nature of their duties and only with the consent of an authorized official of Employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5(k), and 1198, and Employee and other Aggrieved Employees have personally suffered these violations. Employer would be liable for civil penalties pursuant to Labor Code sections 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Restriction of Lawful Conduct:

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. For example, Employer's Confidentiality Policy states that employees' salaries may only be disclosed to those authorized by the nature of their duties and only with the consent of an authorized official of Employer. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty. Employee and other Aggrieved Employees personally suffered these violations, and Employer is liable for civil penalties pursuant to Labor Code sections 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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Unlawful Terms and Conditions:

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, and 1198. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 432.5, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Unlawful Request for Salary History:

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges, that Employer has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees. Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 432.3, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If the LWDA or a court issued a finding or determination to the Employer within five (5) years of any of violations described above, that Employer's policy or practice giving rise to such violations was unlawful, Employer would be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as set forth above, Employee alleges Employer's conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Employer has been sued for these violations in the past. Thus, Employer is additionally subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

California Labor and Workforce Development Agency
May 26, 2026
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Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Jason Rothman

/s/ Guido Toscano

Jason Rothman

Guido Toscano

cc:

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