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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NEVADA

PETER LINDLEY, on behalf of himself and all
others similarly situated;

Plaintiff,

v.

REGIONAL EMERGENCY MEDICAL
SERVICES AUTHORITY; REGIONAL
AMBULANCE SERVICES, INC.; and DOES 1
through 10, inclusive;

Defendants.

Case No. CU0001237

CLASS AND REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE AND
DECLARATORY RELIEF**

- 1. FAILURE TO PAY OVERTIME WAGES (Lab. Code §§ 510 & 1194, IWC Wage Order No. 9-2001);**
- 2. FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS (Lab. Code §§ 226.7 & 512, IWC Wage Order No. 9-2001);**
- 3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (Lab. Code §§ 226.2 & 226.7, IWC Wage Order No. 9-2001);**
- 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (Lab. Code § 226, IWC Wage Order No. 9-2001);**
- 5. UNLAWFUL BUSINESS PRACTICES (Bus. & Prof. Code § 17200 *et seq.*); and**
- 6. VIOLATIONS OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (Labor Code § 2698, *et seq.*).**

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1. This is a class action under Code of Civil Procedure section 382 and a representative action under Labor Code section 2698, *et seq.* brought by Plaintiff PETER LINDLEY (“Plaintiff”).

2. Plaintiff seeks to represent a class comprised of all individuals who worked for Defendant REGIONAL EMERGENCY MEDICAL SERVICES AUTHORITY (“REMSA”) and/or Defendant REGIONAL AMBULANCE SERVICES, INC. (“RASI”) (collectively, “Defendants”) as Care Flight Nurses and/or Care Flight Paramedics (“Class Members”) who worked a majority of their time in California and/or had their base of work operations in California at any time during the period commencing four years prior to the filing of this action (the “Class Period”). Plaintiff and Class Members have been paid or were paid on an hourly basis.

3. This is an action for relief from Defendants’ failure to pay appropriate overtime rates for overtime hours worked and unlawful denial of meal and rest periods to Care Flight Nurses and Care Flight Paramedics.

4. Defendants have engaged Plaintiff and other Care Flight Nurses and Care Flight Paramedics to provide medical care and transport of critically ill and injured patients primarily on air medical helicopters and ambulances.

5. Plaintiff and Class Members provide medical care to patients including life support, triage, transport to hospitals, documentation of care, and transfer of care to hospital staff. Plaintiff and Class Members also perform general inspection and maintenance of equipment including restocking, ordering supplies, cleaning, and arranging for the repair of damaged equipment.

6. Plaintiff and Class Members do not fall under the category of “ambulance drivers and attendants,” and therefore are not exempt from the daily overtime and meal and rest period provisions of the California Labor Code and IWC Wage Order No. 9-2001.

7. Class Members work two 24-hour shifts each week. A typical crew configuration consists of one flight nurse, one flight paramedic, and one pilot. Sometimes a flight crew is made up of two flight nurses and one pilot. During their shifts, Class Members must remain on-call for

1 the full 24-hour period. They must respond to calls at all hours of the day, even when sleeping or in
2 the middle of a meal.

3 8. During a typical shift, Plaintiff and Class Members spend most of their work hours
4 at their assigned base awaiting emergency calls. Class Members spend on average two to three
5 hours deployed on each emergency call. Calls can last up to seven hours, depending on the location
6 of the call. After responding to a call, Class Members always return to the same base, weather and
7 conditions permitting, even when a call requires them to travel between states. Thus, Class
8 Members work out of a single “home base” for the duration of their shift.

9 9. Between emergency calls, Plaintiff and Class Members perform administrative
10 tasks, including checking the aircraft, preparing equipment, and completing mandatory charting
11 and paperwork after each call.

12 10. Plaintiff and Class Members signed an “Agreement for 24-Hour Shifts of Duty –
13 California” (the “Agreement”) as a condition of employment. The Agreement states that
14 Defendants do not pay Class Members overtime rates for daily overtime hours. Class Members are
15 only paid weekly overtime for working more than 40 hours in a workweek. The Agreement also
16 states that meal and sleep periods shall be excluded from “daily time worked” for the purposes of
17 calculating daily overtime, and that meal and sleep periods shall be paid at the employee’s regular
18 straight-time rate.

19 11. Defendants’ policies of not paying overtime rates for daily overtime hours, failing to
20 provide off-duty meal periods, and failing to authorize and permit off-duty rest periods have been
21 in effect during the four years prior to the filing of this action.

22 12. Plaintiff brings claims under California law for unpaid overtime wages, premium
23 pay for missed meal periods, premium pay for missed and unpaid rest periods, inaccurate wage
24 statements, unlawful business practices, and liquidated damages, restitution, interest, penalties, and
25 attorneys’ fees and costs. These are class claims brought on behalf of a class of Care Flight Nurses
26 and Care Flight Paramedics employed by Defendants who worked a majority of their time in
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1 California and/or had their base of work operations in California at any time during the Class
2 Period.

3 13. Plaintiff also brings a representative claim seeking civil penalties under the Private
4 Attorneys General Act, Labor Code sections 2698 *et seq.* (“PAGA”) on behalf of himself and all
5 other Care Flight Nurses and/or Care Flight Paramedics (“Aggrieved Employees”) who worked a
6 majority of their time in California and/or had their base of work operations in California at any
7 time from March 14, 2023 to present (the “PAGA Period”).

8 II. VENUE AND JURISDICTION

9 14. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections
10 395.5 and 393. Venue is proper under section 395.5 “in any county in which an aggrieved
11 employee worked and Labor Code violations occurred.” *Crestwood Behavioral Health, Inc. v.*
12 *Superior Court of Alameda County* (2021) 60 Cal.App.5th 1069, 1075. Plaintiff worked in Nevada
13 County, and Defendants failed to pay overtime wages, failed to provide off-duty meal periods, and
14 failed to authorize or permit off-duty rest periods in Nevada County.

15 15. Venue is also proper in Nevada County under Code of Civil Procedure section
16 393(a). Section 393(a) states that venue is proper in “the county in which the cause, or some part of
17 the cause, arose” for actions that seek recovery of statutory penalties. Cal. Civ. Proc. Code §
18 393(a). Plaintiff brings claims for statutory penalties under Labor Code sections 226, 512.1, and
19 558. “Some of the cause” for each of these causes of action occurred in Nevada County because
20 Plaintiff worked there and Defendants failed to pay overtime wages, failed to provide off-duty
21 meal periods, and failed to authorize or permit off-duty rest periods in Nevada County.

22 16. This Court has jurisdiction over this class action pursuant to Article 6, section 10 of
23 the California Constitution and California Code of Civil Procedure section 410.10.

24 17. Plaintiff is informed and believes and thereon alleges that Plaintiff’s and Class
25 Members’ monetary claims total less than \$5,000,000 in aggregate.

26 18. Plaintiff is informed and believes and thereon alleges that no class member is a
27 citizen of a state different from any defendant.
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19. Federal courts do not have jurisdiction over this action because all parties are citizens of the State of Nevada. Plaintiff is domiciled in Reno, Nevada in the County of Washoe. Defendant REMSA is a Nevada non-profit corporation with its principal place of business in the County of Washoe. Defendant RASI is a Nevada corporation with its principal place of business in the County of Washoe. Therefore, both Defendants are residents of Nevada.

III. PARTIES

A. PLAINTIFF

20. Plaintiff, Class Members, and Aggrieved Employees work or worked as Care Flight Nurses and/or Care Flight Paramedics employed by Defendants in California during the Class Period.

21. Plaintiff has worked for Defendants as a Care Flight Nurse from January 12, 2016, to the present. Plaintiff performs work for Defendants in California, including in Nevada County and other California locations including the cities of San Francisco, Beckwourth, Sacramento, Chico, and Davis.

22. Defendants do not pay Plaintiff's overtime wages; fail to provide off-duty meal periods; fail to authorize and permit paid, off-duty rest periods; and fail to provide accurate wage statements.

B. REMSA

23. REMSA is a non-profit corporation. REMSA regularly conducts business in the State of California and the County of Nevada.

C. RASI

24. RASI is a corporation. Plaintiff is informed and believes that RASI is a subcontractor of REMSA that is jointly responsible for operating Care Flight air ambulance services offered by REMSA. RASI regularly conducts business in the State of California and the County of Nevada.

1 **D. CURRENTLY UNKNOWN DEFENDANTS**

2 25. The true names and capacities, whether individual, corporate, associate, or
3 otherwise, of the defendants sued as DOES 1 through 10 are currently unknown to Plaintiff, who
4 therefore sues these defendants by fictitious names under Code of Civil Procedure section 474.
5 Plaintiff is informed and believes and thereon alleges that each of the defendants designated as a
6 DOE is legally responsible in some manner for the unlawful acts referred to here. Plaintiff will
7 seek leave of court to amend this Complaint to include the true names and capacities of the
8 defendants designated as DOES when these identities become known.

9 26. Plaintiff and Class Members are informed and believe that each defendant is liable
10 to Plaintiff and the Class Members as an “employer,” as defined in section 2(G) of Wage Order
11 No. 9-2001. As employers of Plaintiff and Class Members during the Class Period, Defendants,
12 and each of them, are either solely or jointly and severally liable for the economic damages,
13 including statutory penalties, owed to Plaintiff and Class Members under common law and by
14 statute.

15 **IV. STATEMENT OF FACTS**

16 27. At all relevant times, the California Labor Code and Wage Order No. 9-2001 have
17 applied to Plaintiff and Class Members.

18 28. Plaintiff was hired as a Care Flight Nurse by REMSA in January 2016.

19 29. REMSA is an integrated health agency responsible for ground, community health,
20 and air ambulance service operations in northern Nevada and northeastern California.

21 30. Care Flight is a REMSA program that provides air ambulance, critical care transport
22 from four rotor helicopter bases located in northern Nevada and northeastern California and one
23 fixed-wing base located in Reno, Nevada. REMSA’s California bases are in Truckee, California
24 and Beckwourth, California. The Care Flight program is a division of REMSA overseen by RASI.

25 31. Defendants employ Care Flight Nurses and Care Flight Paramedics to provide
26 emergency, prehospital medical care to patients. Plaintiff and Class Members provide life support,
27 triage, transport to hospitals, documentation of patient care, and transfer of care to hospital staff.
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1 Plaintiff and Class Members also perform general inspection and maintenance of equipment
2 including restocking, ordering supplies, cleaning, and arranging for the repair of damaged
3 equipment.

4 32. Plaintiff and Care Flight Nurses are required to maintain several specialized
5 certifications to work for Defendants. These include a registered nursing license, an Advanced
6 Cardiac Life Support (ACLS) certification, a Pediatric Advanced Life Support (PALS)
7 certification, an Emergency Medical Care Registered Nurse (EMSRN) certification, a Basic Life
8 Support/CPR (BLS/CPR) certification, and a Neonatal Resuscitation Program (NRP). They must
9 also complete the following within two years of beginning their employment by REMSA: a
10 Certified Flight Registered Nurse (CFRN) certification, and; a Transport Professional Advanced
11 Trauma Course (TPATC).

12 33. Plaintiff is informed and believes that Care Flight Paramedics are required to
13 maintain similar certifications for their employment with Defendants, including a registered
14 paramedic certification, an ACLS certification, a PALS certification, an International Trauma Life
15 Support (ITLS) certification, a BLS/CPR certification, and an NRP certification.

16 34. Plaintiff signed an “Agreement for 24-Hour Shifts of Duty – California” (the
17 “Agreement”). The Agreement is between Plaintiff, REMSA, and RASI. The Agreement contained
18 the following provisions relating to 24-hour shifts of duty in California:

- 19 a. “Scheduled Meal and Sleep Periods. The Employee shall have three meal periods of one
20 hour each and a regularly scheduled uninterrupted sleeping period of eight hours. The
21 sleeping period shall be from 2200 to 0600. RASI will provide adequate dormitory and
22 kitchen facilities for the Employee.
- 23 b. Treatment of Meal and Sleep Periods. The meal and sleep periods shall be excluded
24 from “daily time worked” for the purpose of obtaining relief from daily overtime under
25 Industrial Welfare Commission Order No. 9-90, §3(G). Notwithstanding this exclusion,
26 it is agreed that the meal and sleep periods shall be paid at the Employee’s regular
27 straight time-rate.

- 1 c. No Daily Overtime. No daily overtime shall be paid for any part of the 24-hour shift.
- 2 d. Payment of Weekly Overtime. All time worked in excess of forty (40) hours in a single
- 3 workweek will be paid at one and one-half times the Employee's regular straight-time
- 4 rate. **For purposes of calculating weekly overtime, meal and sleep periods shall be**
- 5 **counted.**" (emphasis in original)

6 35. Plaintiff is informed and believes that all Class Members received and signed the

7 same agreement regarding 24-hour shifts worked in California.

8 36. Class Members work two, 24-hour shifts each week. Class Members are assigned to

9 one of Defendants' four rotor helicopter bases through an internal bidding process. Class Members

10 stationed at a California base respond to calls in both California and Nevada. Class Members must

11 remain on-call to respond to calls at all times. They must respond to calls at all hours of the day,

12 even during designated sleep periods.

13 37. Plaintiff and Class Members spend most of their work hours at their base, awaiting

14 emergency calls. Class Members stationed at California bases therefore spend most of their shifts

15 in California, even when they respond to calls in Nevada. When not responding to emergency calls,

16 Plaintiff and Class Members perform administrative tasks, including checking the aircraft,

17 preparing equipment, and completing mandatory charting and paperwork.

18 38. Class Members spend an average of two to three hours responding to each

19 emergency call they receive. Responding to a call includes preparing the air ambulance for take-

20 off, flight to the location of the patient, on-site triage and provision of care, transport to a hospital,

21 hand-off of the patient, administrative processing, and flight back to base. Calls can last up to

22 seven hours, depending on the location of the call. Plaintiff and Class Members must also complete

23 post-call charting and paperwork after each call. Post-call work can take anywhere from thirty

24 minutes to two hours to complete after each call.

25 39. After responding to a call, Class Members always return to the same base, weather

26 and conditions permitting, even when a call requires travel between states. Thus, Class Members

27 work out of a single "home base" for the duration of their shift.

28

1 40. Plaintiff and Class Members are not paid an overtime rate for daily overtime hours
2 worked. They are only paid overtime rates if they work more than forty (40) hours in a week,
3 approximately eight hours of overtime per workweek. Plaintiff and Class Members are not paid
4 daily double time for working more than twelve (12) hours in one day.

5 41. Defendants do not provide Plaintiff and Class Members with off-duty meal periods
6 during their shifts. Defendants do not pay Plaintiff and Class Members a meal period premium for
7 days on which they are not allowed to take an off-duty meal period.

8 42. Defendants do not authorize or permit Plaintiff and Class Members to take off-duty
9 rest periods during their shifts. Defendants do not pay Plaintiff and Class Members a rest period
10 premium for days on which they are not allowed to take an off-duty rest period.

11 **V. CLASS ACTION ALLEGATIONS**

12 43. Plaintiff brings this lawsuit as a class action pursuant to Code of Civil Procedure
13 section 382 on behalf of himself and all similarly situated employees. The class Plaintiff seeks to
14 represent (the “Class”) is defined as:

15 All individuals who worked for REMSA and/or RASI as Care Flight Nurses
16 and/or Care Flight Paramedics who worked a majority of their time in
17 California and/or had their base of work operations in California at any time
18 during the Class Period.

19 44. The claims here have been brought and may properly be maintained as a class action
20 under Code of Civil Procedure section 382 because there is a well-defined community of interest
21 among Class Members with respect to the claims asserted, and the Class is easily ascertainable:

- 22 a. Ascertainability and Numerosity: The potential members of the Class are so numerous
23 that joinder would be impracticable. Plaintiff is informed and believes and on such
24 information and belief alleges that Defendants have employed more than forty (40)
25 Class Members in California during the Class Period. The names and addresses of the
26 Class Members are available from REMSA. Notice can be provided to the Class
27 Members via First-Class Mail using techniques and a form of notice similar to those
28 customarily used in class action lawsuits of this nature.

- 1 b. Commonality: There are questions of law and fact common to Plaintiff and Class
2 Members that predominate over any questions affecting only individual members of the
3 Class. These common questions of law and fact include but are not limited to:
- 4 i. Whether Defendants misclassified Plaintiff and Class Members as “ambulance
5 drivers and attendants” as defined by IWC Wage Order No. 9-2001;
6 ii. Whether Defendants have violated Labor Code sections 510 and 1194 and IWC
7 Wage Order No. 9-2001 by failing to pay overtime wages;
8 iii. Whether Defendants have violated Labor Code sections 226.7 and 512 and IWC
9 Wage Order No. 9-2001 by failing to provide meal periods and by failing to
10 authorize and permit rest periods;
11 iv. Whether Defendants have violated Labor Code sections 885, 886, and 887 by failing
12 to provide off-duty meal periods and by failing to authorize and permit off-duty rest
13 periods;
14 v. Whether Defendants have knowingly and intentionally failed to provide Plaintiff
15 and Class Members with an itemized statement showing all hours worked, time paid
16 for rest breaks, and applicable wage rate information, as required by Labor Code
17 section 226, IWC Wage Order No. 9-2001, section 7, and the UCL;
18 vi. What relief is necessary to remedy Defendants’ unfair and unlawful conduct as
19 alleged; and
20 vii. Other questions of law and fact.
- 21 c. Typicality: Plaintiff’s claims are typical of the claims of the Class. Plaintiff and all
22 Class Members have sustained injuries-in-fact due to their damages arising out of and
23 caused by Defendants’ common course of conduct in violation of law as alleged.
- 24 d. Adequacy of Representation: Plaintiff is a member of the Class that he seeks to
25 represent and will fairly and adequately represent and protect the interests of Class
26 Members. Counsel representing Plaintiff is competent and experienced in litigating
27 wage and hour class actions.
28

1 e. Superiority of Class Action: A class action is superior to other available means for the
2 fair and efficient adjudication of this controversy. Individual joinder of all Class
3 Members is not practicable, and questions of law and fact common to the Class
4 predominate over any questions affecting only individual members of the Class. Each
5 Class Member has suffered injury and is entitled to recover due to Defendants' illegal
6 policies or practices as alleged. Class action treatment will allow those similarly
7 situated persons to litigate their claims in the manner that is most efficient and
8 economical for the parties and the judicial system. Further, the prosecution of separate
9 actions against Defendants by individual Class Members would create a risk of
10 inconsistent or varying adjudications that would establish incompatible standards of
11 conduct for Defendants.

12 VI. DAMAGES

13 45. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff and
14 similarly situated Care Flight Nurses and Care Flight Paramedics are owed, among other damages,
15 compensation for all overtime hours worked plus interest, payments for meal and rest period
16 violations plus interest, wage statement penalties under Labor Code section 226, and other
17 statutory penalties in an amount that exceeds \$25,000, the precise amount of which will be proven
18 at trial.

19 VII. CAUSES OF ACTION

20 FIRST CAUSE OF ACTION

21 FAILURE TO PAY OVERTIME WAGES

22 (Labor Code §§ 510 and 1194, IWC Wage Order No. 9-2001)
(on behalf of Plaintiff and all other similarly situated Class Members)

23 46. The allegations of each of the preceding paragraphs are realleged and incorporated
24 here by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the
25 above-described Class of similarly situated Care Flight Nurses and Care Flight Paramedics
26 employed by Defendants in California.

27 47. Labor Code section 510 and Wage Order 9-2001, section 3(A) provide that any
28 work in excess of eight hours in one workday, any work in excess of forty hours in one workweek,

1 and the first eight hours worked on the seventh consecutive day of work in any workweek must be
2 compensated at the rate of at least one and one-half times the employee's regular rate of pay. These
3 sections further provide that any work in excess of twelve hours in one day and any work in excess
4 of eight hours on any seventh consecutive day of a workweek must be compensated at the rate of at
5 least twice the employee's regular rate of pay.

6 48. Plaintiff and Class Members do not fall under the definition of "ambulance drivers
7 and attendants," and therefore are not subject to Wage Order 9-2001, section 3(K) which exempts
8 "ambulance drivers and attendants" from daily overtime provisions of Wage Order 9-2001.

9 49. Plaintiff and Class Members have worked and continue to work in excess of eight
10 hours per workday, in excess of twelve hours per workday, and in excess of forty hours per
11 workweek. Yet, Defendants have unlawfully failed to pay Plaintiff and Class Members proper
12 overtime compensation.

13 50. As a result of these violations and pursuant to Labor Code section 1194, Plaintiff
14 and Class Members are entitled to their unpaid overtime compensation, interest thereon, and
15 attorneys' fees and costs.

16 51. Plaintiff, on behalf of himself and the Class, requests restitution of these unpaid
17 overtime wages and other relief as described below.

18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS**
20 **(Labor Code §§ 226.7 and 512, IWC Wage Order No. 9-2001)**
21 **(on behalf of Plaintiff and all other similarly situated Class Members)**

22 52. The allegations of each of the preceding paragraphs are realleged and incorporated
23 here by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the
24 above-described Class of similarly situated Care Flight Nurses and Care Flight Paramedics
25 employed by Defendants in California.

26 53. Throughout the Class Period, California Labor Code sections 226.7 and 512 and
27 Wage Order No. 9-2001, section 11(A) were in full force and effect. Defendants were required to
28 provide employees who worked in excess of five hours a day at least one thirty-minute meal period
in which they were relieved of all duties and a second thirty-minute meal period to employees who

1 worked in excess of ten hours a day. Defendants were required to pay one hour of additional pay at
2 the regular rate of compensation for each workday that the proper meal periods were not provided.

3 54. Plaintiff and Class Members have regularly worked in excess of five hours a day
4 and ten hours a day without being provided at least a thirty-minute meal period in which they were
5 relieved of all duties.

6 55. Because Defendants failed to provide meal periods, they are liable to Plaintiff and
7 other Class Members for one hour of additional pay at the regular rate of compensation for each
8 workday that the proper meal periods were not provided, pursuant to Labor Code section 226.7(b)
9 and IWC Wage Order No. 9-2001, section 11(B).

10 56. By violating Labor Code section 226.7 and IWC Wage Order No. 9-2001, section
11 11, Defendants are also liable for interest under Labor Code section 218.6 and reasonable
12 attorneys' fees and costs under Labor Code section 218.5.

13 57. Plaintiff, on behalf of himself and the Class, requests restitution of unpaid wages
14 and other relief as described below.

15 **THIRD CAUSE OF ACTION**
16 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
17 **(Labor Code §§ 226.2 and 226.7, IWC Wage Order No. 9-2001)**
18 **(on behalf of Plaintiff and all other similarly situated Class Members)**

19 58. The allegations of each of the preceding paragraphs are realleged and incorporated
20 here by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the
21 above-described Class of similarly situated Care Flight Nurses and Care Flight Paramedics
22 employed by Defendants in California.

23 59. Plaintiff and other Class Members have regularly worked in excess of three and
24 one-half hours a day without being permitted to take at least a ten-minute rest period for every four
25 hours worked, or major fraction thereof, as required by Labor Code section 226.7 and Wage Order
26 No. 9-2001, section 12.

27 60. Because Defendants failed to permit proper rest periods, they are liable to Plaintiff
28 and other Class Members for one hour of additional pay at the regular rate of compensation for

1 each workday that the proper rest periods were not authorized, pursuant to Labor Code section
2 226.7(b) and Wage Order No. 9-2001, section 12(B).

3 61. By violating Labor Code section 226.7 and Wage Order No. 9-2001, section 12
4 Defendants are also liable for interest under Labor Code section 218.6 and reasonable attorneys'
5 fees and costs under Labor Code section 218.5.

6 62. Additionally, Defendants did not maintain adequate and accurate records of all
7 wages earned, hours worked, and meal and rest breaks taken, in violation of Wage Order No. 9-
8 2001, section 7.

9 63. Plaintiff, on behalf of himself and the Class, requests restitution of unpaid wages
10 and other relief as described below.

11 **FOURTH CAUSE OF ACTION**
12 **WAGE STATEMENT PENALTIES**
13 **(Labor Code § 226)**
14 **(on behalf of Plaintiff and all other similarly situated Class Members)**

15 64. The allegations of each of the preceding paragraphs are realleged and incorporated
16 here by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the
17 above-described Class of similarly situated Care Flight Nurses and Care Flight Paramedics
18 employed by Defendants in California.

19 65. Labor Code section 226(a) requires employers semi-monthly or at the time of each
20 payment of wages to furnish each employee with a statement itemizing, among other things, the
21 total hours worked and wages earned by the employee. Labor Code section 226(e) provides that if
22 an employer knowingly and intentionally fails to provide a statement itemizing, among other
23 things, the total hours worked by the employee, then the employee is entitled to recover the greater
24 of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars
25 (\$100.00) for each subsequent violation, up to a maximum of four thousand dollars (\$4,000.00).

26 66. Defendants knowingly and intentionally failed to furnish Plaintiff and other Class
27 Members with timely, accurate, itemized statements showing the actual total hours worked by each
28 of them as required by Labor Code section 226(a), including time paid for rest breaks.

67. Plaintiff and other Class Members were damaged by this failure because, among other things, they could not determine whether Defendants had paid them all wages due.

68. As a result, Defendants are liable to Plaintiff and Class Members for the amounts provided by Labor Code section 226(e).

69. Plaintiff, on behalf of himself and the proposed Class, requests wage statement penalties pursuant to Labor Code section 226 and other relief as described below.

FIFTH CAUSE OF ACTION
UNFAIR COMPETITION AND UNFAIR BUSINESS PRACTICES
(Business and Professions Code § 17200 *et seq.*)
(on behalf of Plaintiff and all other similarly situated Class Members)

70. The allegations of each of the preceding paragraphs are realleged and incorporated here by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the above-described Class of similarly situated Care Flight Nurses and Care Flight Paramedics employed by Defendants in California.

71. Defendants' failure to pay legally required compensation under the applicable provisions of Wage Order No. 9-2001 and the Labor Code, failure to furnish Care Flight Nurses and Care Flight Paramedics with wage statements accurately showing hours worked in accordance with Labor Code section 226, failure to provide meal periods as required by Labor Code sections 226.7 and 512, and failure to authorize and permit rest periods as required by Labor Code section 226.7, as alleged above, constitute unlawful or unfair activities prohibited by Business and Professions Code section 17200. Plaintiff reserves the right to identify additional unfair and unlawful practices by Defendants as further investigation and discovery warrants.

72. As a result of their unlawful or unfair acts, Defendants have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and other Class Members. Defendants should be enjoined from this activity and made to restore to Plaintiff and other Class Members their wrongfully withheld wages, interest thereon, and related statutory penalties, pursuant to Business and Professions Code sections 17202 and 17203.

73. Moreover, Business and Professions Code section 17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of unlawful and unfair

1 business practices. Plaintiff seeks a court order requiring an audit and accounting of Defendants’
2 payroll records to determine the amount of restitution of all unpaid wages owed to himself and
3 Class Members, according to proof, as well as a determination of the amount of funds to be paid to
4 current and former employees that can be identified and located pursuant to a court order and
5 supervision.

6 74. Plaintiff and all Class Members are “persons” within the meaning of Business and
7 Professions Code section 17204 who have suffered injury in fact as a result of Defendants’ unfair
8 competition and who comply with the requirements of Code of Civil Procedure section 382, as set
9 forth above, and therefore have standing to bring this claim for injunctive relief, restitution, and
10 other appropriate equitable relief.

11 75. Private enforcement of these rights is necessary, as no other agency has raised a
12 claim to protect these workers. There is a financial burden incurred in pursuing this action that
13 would be unjust to place upon Plaintiff, as the burden of enforcing workforce-wide rights is
14 disproportionately greater than that of enforcing only Plaintiff’s individual claims. Additionally,
15 Plaintiff and Class Members cannot afford to spend part of their wages on enforcing others’ wage
16 rights. Therefore, it would be against the interests of justice to force payment of attorneys’ fees
17 from Plaintiff’s recovery in this action. Accordingly, attorneys’ fees are appropriate and sought
18 under Code of Civil Procedure section 1021.5.

19 76. Plaintiff, on behalf of himself and the Class, requests restitution of unpaid wages,
20 wage premiums, injunctive relief, and other relief as described below.

21 **SIXTH CAUSE OF ACTION**
22 **PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**
23 **(Labor Code § 2698 *et seq.*)**
(on behalf of Plaintiff and all other Aggrieved Employees)

24 77. The allegations of each of the preceding paragraphs are realleged and incorporated
25 herein by reference. Plaintiff alleges as follows a representative cause of action on behalf of
26 himself and all Aggrieved Employees during the PAGA Period.

27 78. Pursuant to Labor Code section 2699.3(a), on March 14, 2024, Plaintiff gave notice
28 by electronic filing and by certified mail to Defendants and the Labor and Workforce Development

1 Agency (“LWDA”) of the factual and legal basis for the labor law violations during the PAGA Pe-
2 riod as alleged in this complaint.

3 79. The LWDA has not provided notice that it does not intend to investigate the alleged
4 violations herein pursuant to Labor Code section 2699.3(a)(2)(A), and 65 calendar days have
5 passed since the postmark date of Plaintiff’s LWDA notice. Therefore, Plaintiff is entitled to
6 commence a civil action pursuant to Labor Code section 2699.

7 80. Labor Code section 2699(f) provides in pertinent part: “For all provisions of this
8 code except those for which a civil penalty is specifically provided, there is established a civil pen-
9 alty for a violation of these provisions, as follows: . . . If, at the time of the alleged violation, the
10 person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
11 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
12 aggrieved employee per pay period for each subsequent violation.”

13 81. Labor Code section 2699(g)(1) provides in pertinent part: “[A]n aggrieved em-
14 ployee may recover the civil penalty described in subdivision (f) in a civil action . . . filed on behalf
15 of himself or herself and other current or former employees against whom one or more of the al-
16 leged violations was committed. Any employee who prevails in any action shall be entitled to an
17 award of reasonable attorney’s fees and costs.”

18 82. Plaintiff is an aggrieved employee as defined by Labor Code section 2699(a).

19 83. Plaintiff’s representative cause of action under Labor Code section 2698, *et seq.* is
20 based on the following allegations:

21 a. Violations of Labor Code section 558 for failing to pay overtime wages due.

22 Defendants do not pay overtime wages to Plaintiff and other Aggrieved Employees
23 for hours worked in excess of eight per day as required by Labor Code sections 510
24 and 1194;

25 b. Violations of Labor Code section 558 for failing to pay wages due, including those for
26 missed meal and rest periods, as required by Labor Code sections 226.7 and 512.

27 Defendants do not permit Plaintiff and other Aggrieved Employees to take off-duty
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1 meal periods and do not pay one additional hour of pay at their regular rate of pay for
2 each missed meal period. Defendants also do not authorize and permit Plaintiff and
3 other Aggrieved Employees to take off-duty rest periods, nor do Defendants pay one
4 additional hour of pay at their regular rate of pay for each missed rest period;

- 5 c. Violations of Labor Code sections 204 and 210, based on Defendants' failure to pay
6 Plaintiff and Aggrieved Employees all owed wages on their regular pay day;
- 7 d. Violations of Labor Code section 226(a), which requires employers to provide
8 specific information on employees' itemized wage statements. Defendants do not
9 provide statements to Plaintiff and Aggrieved Employees that include their total hours
10 worked and wages earned, including premium pay for missed meal and rest breaks;
- 11 e. Violations of Labor code section 1198, which makes it unlawful for an employer to
12 employ an employee for longer hours than those fixed by an IWC Wage Order or
13 under conditions of labor prohibited by the order. IWC Wage Order 9 specifies the
14 number of hours that an employee can work before taking meal and rest breaks.
15 Defendants forced employees to work longer hours than those fixed by the order and
16 without taking lawful meal and rest breaks as required by Labor Code section 226.7.

17 84. As a direct and proximate result of Defendants' unlawful practices and policies,
18 Plaintiff and other Aggrieved Employees have suffered and continue to suffer monetary losses.

19 85. Plaintiff, on behalf of himself and all other Aggrieved Employees, requests civil
20 penalties against Defendants for violations of the Labor Code, as provided under Labor Code
21 section 2699(f), plus reasonable attorneys' fees and costs, as provided under Labor Code section
22 2699(g)(1), in amounts to be proven at trial.

23 **VIII. PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of himself, the Putative Class, and all other Aggrieved
25 Employees, requests relief as follows:

- 26 a. Certification of the above-described Class as a class action pursuant to Code of Civil
27 Procedure section 382;

- b. Certification of the above-described Class as a representative class under Business and Professions Code section 17200;
- c. Provision of Class Notice to all Care Flight Nurses and Care Flight Paramedics who worked for REMSA and/or RASI during the Class Period;
- d. A declaratory judgment that Defendants have knowingly and intentionally violated Business and Professions Code sections 17200–17208 by the conduct set forth above;
- e. A declaratory judgment that Defendants’ violations as described were willful;
- f. An equitable accounting to identify, locate, and restore to all current and former Care Flight Nurses and Care Flight Paramedics the wages and interest that are due;
- g. An award to Plaintiff and Class Members in the amount of overtime wages pursuant to Labor Code section 1194, including interest thereon, subject to proof at trial;
- i. An award to Plaintiff and Class Members of damages in the amount of unpaid overtime wages and meal and rest period premiums, including interest thereon, subject to proof at trial;
- k. An award to Plaintiff and Class Members of statutory penalties because of Defendants’ failure to provide Plaintiff and Class Members with itemized wage statements that comply with Labor Code section 226;
- l. An award of civil penalties under Labor Code section 2698, *et seq.*;
- m. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and Class Members for Defendants’ failure to pay legally required overtime wages, meal and rest period premiums, and interest thereon, in an amount according to proof, pursuant to Business & Professions Code section 17203;
- n. An award to Plaintiff and Class Members of reasonable attorneys’ fees and costs pursuant to Labor Code sections 218.5, 218.6, 226(e), 226.7, 512, 558, 1194, 2699; and other applicable law; and
- o. An award to Plaintiff and Class Members of other and further relief the Court deems just and proper.

1 DATED: June 21, 2024

HUNTER PYLE LAW

2
3 By: _____
4 Hunter Pyle
5 Bradan M. Litzinger

6 Attorneys for Plaintiff PETER LINDLEY,
7 the Putative Class, and all other Aggrieved Employees
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Dated: June 21, 2024

By:

Hunter Pyle
Bradán M. Litzinger

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