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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Solano  
**06/15/2026 at 11:09:27 AM**  
By: S. Hopkins, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SOLANO**

NATISHA WALLACE, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

MEDIC AMBULANCE SERVICE, INC., a  
California corporation; and DOES 1 through  
100, inclusive;

Defendant.

Case No.: CU24-05970

Assigned for all purposes to:  
Honorable Stephen Gizzi  
Department 3

- (1) Violation of California Labor Code  
§§ 226.7, 512(a), and 885-887 (Unpaid  
Meal Period Premiums);
- (2) Violation of California Labor Code  
§§ 226.7, 885, and 887 (Unpaid Rest  
Period Premiums);
- (3) Violation of California Labor Code  
§§ 1194 and 1197 (Unpaid  
Minimum Wages);
- (4) Violation of California Labor Code  
§§ 201 and 202 (Final Wages Not Timely  
Paid);
- (5) Violation of California Labor Code  
§ 226(a) (Non-Compliant Wage  
Statements);
- (6) Violation of California Labor Code §§  
2800 and 2802 (Unreimbursed Business  
Expenses);
- (7) Violation of California Labor Code §§  
2698, *et seq.* (Private Attorneys General  
Act of 2004);
- (8) Violation of California Business &  
Professions Code §§ 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff NATISHA WALLACE (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Solano. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of Solano. Defendants employed Plaintiff within the State of California, County of Solano.

**PARTIES**

5. Plaintiff NATISHA WALLACE is an individual residing in the State of California, County of Solano.

6. Defendant MEDIC AMBULANCE SERVICE, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation headquartered in the State of California, and at all times herein mentioned, was and is, an employer and an emergency ambulance provider whose employees are engaged in emergency ambulance services throughout the State of California, including the County of Solano.

1           7.     At all relevant times, Defendant MEDIC AMBULANCE SERVICE, INC. was  
2 the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

3           8.     At all times herein relevant, Defendant MEDIC AMBULANCE SERVICE, INC.  
4 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint  
5 employers, representatives, servants, employees, successors-in-interest, co-conspirators and  
6 assigns, each of the other, and at all times relevant hereto were acting within the course and  
7 scope of their authority as such agents, partners, joint venturers, joint employers,  
8 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, and  
9 all acts or omissions alleged herein were duly committed with the ratification, knowledge,  
10 permission, encouragement, authorization, and consent of each defendant designated herein.

11           9.     The true names and capacities, whether corporate, associate, individual or  
12 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues  
13 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
14 information and belief alleges, that each of the Defendants designated as a DOE is legally  
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
16 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
17 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
18 capacities when the same have been ascertained.

19           10.    Defendant MEDIC AMBULANCE SERVICE, INC. and DOES 1 through 100  
20 will hereinafter collectively be referred to as “Defendants.”

21           11.    Plaintiff further alleges that Defendants directly or indirectly controlled or  
22 affected the working conditions, wages, working hours, and conditions of employment of  
23 Plaintiff and the other class members so as to make each of said Defendants and employers  
24 liable under the statutory provisions set forth herein.

25                           **CLASS ACTION ALLEGATIONS**

26           12.    Plaintiff brings this action on her own behalf and on behalf of all other members  
27 of the general public similarly situated, and, thus, seeks class certification under Code of Civil  
28 Procedure section 382.

1           13.    The proposed class is defined as follows:

2                   All current and former hourly-paid or non-exempt employees of Defendants  
3                   within the State of California at any time during the period from August 6, 2020,  
4                   to final judgment.

5           14.    Plaintiff reserves the right to establish subclasses as appropriate.

6           15.    The class is ascertainable and there is a well-defined community of interest in  
7   the litigation:

8           a.    Numerosity: The class members are so numerous that joinder of all class  
9                   members is impracticable. The membership of the entire class is  
10                  unknown to Plaintiff at this time; however, the class is estimated to be  
11                  greater than fifty (50) individuals and the identity of such membership is  
12                  readily ascertainable by inspection of Defendants' employment records.

13          b.    Typicality: Plaintiff's claims are typical of all other class members'  
14                  claims as demonstrated herein. Plaintiff will fairly and adequately protect  
15                  the interests of the other class members with whom she has a well-  
16                  defined community of interest.

17          c.    Adequacy: Plaintiff will fairly and adequately protect the interests of  
18                  each class member, with whom she has a well-defined community of  
19                  interest and typicality of claims, as demonstrated herein. Plaintiff has no  
20                  interest that is antagonistic to the other class members. Plaintiff's  
21                  attorneys, the proposed class counsel, are versed in the rules governing  
22                  class action discovery, certification, and settlement. Plaintiff has  
23                  incurred, and during the pendency of this action will continue to incur,  
24                  costs and attorneys' fees, that have been, are, and will be necessarily  
25                  expended for the prosecution of this action for the substantial benefit of  
26                  each class member.

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1 d. Superiority: A class action is superior to other available methods for the  
2 fair and efficient adjudication of this litigation because individual joinder  
3 of all class members is impractical.

4 e. Public Policy Considerations: Certification of this lawsuit as a class  
5 action will advance public policy objectives. Employers of this great  
6 state violate employment and labor laws every day. Current employees  
7 are often afraid to assert their rights out of fear of direct or indirect  
8 retaliation. However, class actions provide the class members who are  
9 not named in the complaint anonymity that allows for the vindication of  
10 their rights.

11 16. There are common questions of law and fact as to the class members that  
12 predominate over questions affecting only individual members. The following common  
13 questions of law or fact, among others, exist as to the members of the class:

14 a. Whether Defendants' failure to pay wages, without abatement or  
15 reduction, in accordance with the California Labor Code, was willful;

16 b. Whether Defendants failed to pay their hourly-paid or non-exempt  
17 employees within the State of California for all hours worked;

18 c. Whether Defendants properly calculated the regular rate for Plaintiff and  
19 the other class members who received meal premiums and earned  
20 incentive pay;

21 d. Whether Defendants failed to implement and maintain policies and  
22 practices that complied with the Emergency Ambulance Employee  
23 Safety and Preparedness Act ("EAESPA"), Labor Code §§ 880-889.

24 e. Whether Defendants failed to provide Plaintiff and the other class  
25 members all legally mandated meal and/or rest periods as required by the  
26 EAESPA and failed to compensate them for the related premium wages  
27 arising from break violations pursuant to California Labor Code section  
28 226.7(c);

- 1 f. Whether Defendants failed to pay minimum wages to Plaintiff and the  
2 other class members for all hours worked;
- 3 g. Whether Defendants failed to pay all wages due to class members within  
4 the required time upon their discharge or resignation;
- 5 h. Whether Defendants failed to timely pay all wages due to Plaintiff and  
6 the other class members during their employment;
- 7 i. Whether Defendants complied with wage reporting as required by the  
8 California Labor Code, including, *inter alia*, section 226;
- 9 j. Whether Defendants failed to keep complete or accurate payroll records  
10 for Plaintiff and the other class members;
- 11 k. Whether Defendants failed to reimburse Plaintiff and the other class  
12 members for necessary business-related expenses and costs;
- 13 l. Whether Defendants' conduct was willful or reckless;
- 14 m. Whether Defendants engaged in unfair business practices in violation of  
15 California Business & Professions Code sections 17200, *et seq.*;
- 16 n. The appropriate amount of damages, restitution, and/or monetary  
17 penalties resulting from Defendants' violation of California law; and
- 18 o. Whether Plaintiff and the other class members are entitled to  
19 compensatory damages pursuant to the California Labor Code.

20 **GENERAL ALLEGATIONS**

21 17. During the relevant time period set forth herein, Defendants employed Plaintiff  
22 and other persons as hourly-paid or non-exempt employees within the State of California,  
23 including the County of Solano.

24 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-  
25 exempt emergency ambulance employee approximately from January 2023 through  
26 September 2023 in the State of California, County of Solano.

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1           19. Defendants had the authority to hire and terminate Plaintiff and the other class  
2 members; to set work rules and conditions governing Plaintiff's and other class members'  
3 employment; and to supervise their daily employment activities.

4           20. Defendants exercised sufficient authority over the terms and conditions of  
5 Plaintiff's and other class members' employment for them to be joint employers of Plaintiff  
6 and the other class members.

7           21. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
8 class members.

9           22. Defendants continue to employ hourly-paid or non-exempt employees within the  
10 State of California.

11           23. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid  
13 or non-exempt employees within the State of California. This scheme involved, *inter alia*,  
14 failing to pay them for all hours worked, and failing to provide legally mandated meal and rest  
15 breaks or pay related premium wages, in violation of California law.

16           24. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
17 failed to provide Plaintiff and the other class members the required rest and meal periods  
18 during the relevant time period as required under the Industrial Welfare Commission ("IWC")  
19 Wage Orders and the EAESPA and thus they are entitled to any and all applicable penalties.

20           25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 knew or should have known that Plaintiff and the other class members were entitled to receive  
22 all timely and complete meal periods pursuant to the applicable Wage Order and the EAESPA,  
23 or payment of one additional hour of pay at Plaintiff's and the other class members' regular  
24 rate of pay when they were deprived of any compliant meal period and that Plaintiff and the  
25 other class members did not receive all timely and proper meal periods or payment of one  
26 additional hour of pay at their regular rate of pay when a meal period violation occurred.

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1           26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and other class members were entitled to receive all  
3 timely and complete rest periods pursuant to the applicable Wage Order and the EAESPA, or  
4 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate  
5 of pay when a rest period was missed, late or interrupted, and that Plaintiff and the other class  
6 members did not receive all compliant rest periods or payment of one additional hour of pay  
7 at their regular rate of pay when a rest period violation occurred.

8           27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that Plaintiff and the other class members were entitled to receive  
10 at least minimum wages for compensation and that Plaintiff and the other class members were  
11 not receiving at least minimum wages for all hours worked, specifically for necessary work  
12 duties prior to employees' scheduled start time.

13           28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
14 knew or should have known that class members were entitled to receive the wages owed to  
15 them upon discharge or resignation, including minimum wages and meal and rest period  
16 premiums, and that class members did not, in fact, receive such wages owed to them at the  
17 time of their discharge or resignation.

18           29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and the other class members were entitled to receive  
20 their wages within a specified time period during their employment, and that Plaintiff and the  
21 other class members did not, in fact, receive such wages within the specified time period  
22 during their employment.

23           30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
24 knew or should have known that Plaintiff and the other class members were entitled to receive  
25 complete and accurate wage statements in accordance with California law, but, in fact,  
26 Plaintiff and the other class members did not receive complete and accurate wage statements  
27 from Defendants. The deficiencies included, *inter alia*, the failure to include the total number  
28 of hours worked by Plaintiff and the other class members.

1           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that they had to keep complete and accurate payroll records for  
3 Plaintiff and the other class members in accordance with California law, but, in fact, did not  
4 keep complete and accurate payroll records for Plaintiff and the other class members.

5           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 knew or should have known that Plaintiff and the other class members were entitled to  
7 reimbursement for necessary business-related expenses.

8           33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that they had a duty to compensate Plaintiff and the other class  
10 members pursuant to California law, and that Defendants had the financial ability to pay such  
11 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
12 represented to Plaintiff and the other class members that they were properly denied wages, all  
13 in order to increase Defendants' profits.

14           34. During the relevant time period set forth herein, Defendants failed to provide the  
15 requisite timely and compliant meal and rest periods to Plaintiff and the other class members  
16 and failed to compensate them the related premium wages.

17           35. During the relevant time period set forth herein, Defendants failed to pay  
18 Plaintiff and the other class members at least minimum wages for all hours worked.

19           36. During the relevant time period set forth herein, Defendants failed to pay class  
20 members the wages owed to them upon discharge or resignation.

21           37. During the relevant time period set forth herein, Defendants failed to pay  
22 Plaintiff and the other class members wages within a specified time period during their  
23 employment.

24           38. During the relevant time period set forth herein, Defendants failed to provide  
25 complete or accurate wage statements to Plaintiff and the other class members.

26           39. During the relevant time period set forth herein, Defendants failed to keep  
27 complete or accurate payroll records for Plaintiff and the other class members.

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40. During the relevant time period set forth herein, Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses.

41. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

42. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

**FIRST CAUSE OF ACTION**

**(Violation of California Labor Code §§ 226.7, 512(a), and §§ 885-887)**

**(Against MEDIC AMBULANCE SERVICE, INC., and DOES 1 through 100)**

43. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 42, and each and every part thereof with the same force and effect as though fully set forth herein.

44. During the relevant time period set forth herein, the IWC Wage Order, California Labor Code sections 226.7 and 512(a), and the EAESPA were applicable to Plaintiff's and the other class members' employment by Defendants.

45. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

46. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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1           47. During the relevant time period set forth herein, the applicable IWC Wage Order  
2 and California Labor Code section 512(a) further provide that an employer may not require,  
3 cause, or permit an employee to work for a work period of more than ten (10) hours per day  
4 without providing the employee with a second uninterrupted meal period of not less than thirty  
5 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the  
6 second meal period may be waived by mutual consent of the employer and the employee only  
7 if the first meal period was not waived.

8           48. During the relevant time period set forth herein, Labor Code section 885(a)  
9 provides that all emergency ambulance employees are entitled to meal and rest periods as  
10 prescribed elsewhere by the Industrial Welfare Commission.

11           49. During the relevant time period set forth herein, Labor Code section 885(b)  
12 provides that emergency ambulance employees shall be compensated at their regular hourly  
13 rate of pay during meal and rest periods.

14           50. During the relevant time period set forth herein, Labor Code section 886(a)(1)  
15 provides that an emergency ambulance provider shall not require an emergency ambulance  
16 employee to take a meal period during the first or last hour of a work shift and must allow an  
17 emergency ambulance employee to space multiple meal periods during a work shift at least  
18 two hours apart.

19           51. During the relevant time period set forth herein, Labor Code section 886(b)  
20 provides that any meal period that does not comply with section 886(a)(1) shall not be counted  
21 towards the meal periods an employee is entitled during his or her work shift.

22           52. During the relevant time period set forth herein, Labor Code section 886(a)(2)  
23 provides that an emergency ambulance provider shall manage staffing at levels sufficient to  
24 provide enough inactivity in a work shift for emergency ambulance employees to meet the  
25 requirements of section 886(a)(1).

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1           53. During the relevant time period set forth herein, Labor Code section 887(a)  
2 provides that, notwithstanding any provision of law to the contrary, emergency ambulance  
3 employees shall remain reachable by a portable communications device throughout the  
4 entirety of each work shift.

5           54. During the relevant time period set forth herein, Labor Code section 887(b)  
6 provides that if an emergency ambulance employee is contacted during a meal or rest period,  
7 that particular meal or rest period shall not be counted towards the meal and rest periods the  
8 employee is entitled to during his or her work shift.

9           55. During the relevant time period set forth herein, Labor Code section 887(c)  
10 provides that if an emergency ambulance employee is not contacted during a meal or rest  
11 period, that particular meal or rest period shall be counted towards the meal and rest periods  
12 the employee is entitled to during his or her work shift..

13           56. During the relevant time period set forth herein, Labord Code section 226.7(c)  
14 provides that if an employer fails to provide an employee a meal or rest period in accordance  
15 with a state law, the employer shall pay the employee one additional hour of pay at the  
16 employee's regular rate of compensation for each workday that the meal or rest period is not  
17 provided.

18           57. During the relevant time period set forth herein, Plaintiff and the other class  
19 members who were scheduled to work for a period of time in excess of six (6) hours were  
20 required to perform their typical work duties for periods longer than five (5) hours without a  
21 compliant meal period of not less than thirty (30) minutes and/or without a rest period.

22           58. During the relevant time period set forth herein, Plaintiff and the other class  
23 members who were scheduled to work for a period of time in excess of twelve (12) hours were  
24 required to perform their typical work duties for periods longer than ten (10) hours without a  
25 compliant meal period of not less than thirty (30) minutes and/or without a rest period.

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1           59. During the relevant time period set forth herein, Plaintiff and the other class  
2 members who were scheduled to work for a period of time no longer than six (6) hours, and  
3 who did not waive their legally-mandated meal periods by mutual consent, were required to  
4 perform their typical work duties for periods longer than five (5) hours without a compliant  
5 meal period of not less than thirty (30) minutes and/or without a rest period.

6           60. During the relevant time period set forth herein, Plaintiff and the other class  
7 members who were scheduled to work for a period of time no longer than twelve (12) hours,  
8 and who did not waive their legally-mandated meal periods by mutual consent, were required  
9 to perform their typical work duties for periods longer than ten (10) hours without a compliant  
10 meal period of not less than thirty (30) minutes and/or without a rest period.

11           61. During the relevant time period set forth herein, Defendants intentionally and  
12 willfully required Plaintiff and the other class members to perform their typical work duties  
13 during meal periods, including but not limited to responding to incoming calls and  
14 communications via portable communications devices, performing all tasks related to  
15 responding to and resolving emergency calls, communicating with callers/clients, and  
16 documenting work performed in computer systems.

17           62. During the relevant time period set forth herein, Defendants intentionally and  
18 willfully failed to manage staffing levels sufficient to provide enough inactivity in a work shift  
19 for Plaintiff and other class members to take multiple meal periods and space them at least  
20 two hours apart as required by Labor Code section 886(a)(1).

21           63. During the relevant time period set forth herein, Defendants failed to implement  
22 and maintain a policy and practice in compliance with the EAESPA whereby a meal period  
23 interrupted by a message or directive received on a portable communications device was not  
24 counted towards the meal period Plaintiff and other class members were entitled to during that  
25 work shift.

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1           64. During the relevant time period set forth herein, Defendants failed to implement  
2 and maintain a policy and practice that permitted Plaintiff and other class members to take an  
3 additional meal period if a meal period was interrupted by a message or directive received on  
4 a portable communications device.

5           65. During the relevant time period set forth herein, Defendants failed to pay  
6 Plaintiff and the other class members the full meal period premium due pursuant to California  
7 Labor Code section 226.7.

8           66. Defendants' conduct violates the applicable IWC Wage Order and California  
9 Labor Code sections 226.7, 512(a), and 885-887.

10          67. Pursuant to the applicable IWC Wage Order and California Labor Code section  
11 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one  
12 additional hour of pay at the employee's regular rate of compensation for each workday that  
13 the meal period was not provided.

14                           **SECOND CAUSE OF ACTION**

15                   **(Violation of California Labor Code §§ 226.7, 885, and 887)**

16                   **(Against MEDIC AMBULANCE SERVICE, INC., and DOES 1 through 100)**

17          68. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
18 through 67, and each and every part thereof with the same force and effect as though fully set  
19 forth herein.

20          69. During the relevant time period set forth herein, the applicable IWC Wage Order,  
21 California Labor Code section 226.7, and the EAESPA were applicable to Plaintiff's and the  
22 other class members' employment by Defendants.

23          70. During the relevant time period set forth herein, California Labor Code section  
24 226.7 provides that no employer shall require an employee to work during any rest period  
25 mandated by an applicable order of the California IWC.

26          71. During the relevant time period set forth herein, Labor Code section 885(a)  
27 provides that all emergency ambulance employees are entitled to meal and rest periods as  
28 prescribed elsewhere by the Industrial Welfare Commission.

1           72. During the relevant time period set forth herein, Labor Code section 885(b)  
2 provides that emergency ambulance employees shall be compensated at their regular hourly  
3 rate of pay during meal and rest periods.

4           73. During the relevant time period set forth herein, Labor Code section 887(a)  
5 provides that, notwithstanding any provision of law to the contrary, emergency ambulance  
6 employees shall remain reachable by a portable communications device throughout the  
7 entirety of each work shift.

8           74. During the relevant time period set forth herein, Labor Code section 887(b)  
9 provides that if an emergency ambulance employee is contacted during a meal or rest period,  
10 that particular meal or rest period shall not be counted towards the meal and rest periods the  
11 employee is entitled to during his or her work shift.

12           75. During the relevant time period set forth herein, Labor Code section 887(c)  
13 provides that if an emergency ambulance employee is not contacted during a meal or rest  
14 period, that particular meal or rest period shall be counted towards the meal and rest periods  
15 the employee is entitled to during his or her work shift.

16           76. During the relevant time period set forth herein, Labor Code section 226.7(c)  
17 provides that if an employer fails to provide an employee a meal or rest period in accordance  
18 with a state law, the employer shall pay the employee one additional hour of pay at the  
19 employee's regular rate of compensation for each workday that the meal or rest period is not  
20 provided.

21           77. During the relevant time period set forth herein, the applicable IWC Wage Order  
22 provides that "[e]very employer shall authorize and permit all employees to take rest periods,  
23 which insofar as practicable shall be in the middle of each work period" and that the "rest  
24 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net  
25 rest time per four (4) hours or major fraction thereof" unless the total daily work time is less  
26 than three and one-half (3 ½) hours.

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1           78. During the relevant time period set forth herein, Defendants required Plaintiff  
2 and the other class members to work four (4) or more hours without authorizing or permitting  
3 a ten (10) minute rest period per each four (4) hour period worked, or major fraction thereof.

4           79. During the relevant time period set forth herein, Defendants willfully required  
5 Plaintiff and the other class members to perform their typical work duties during rest periods,  
6 including but not limited to responding to incoming calls and communications via portable  
7 communications devices, performing all tasks related to responding to and resolving  
8 emergency calls, communicating with callers/clients, and documenting work performed in  
9 computer systems, and Defendants failed to pay Plaintiff and the other class members the full  
10 rest period premium for work performed during rest periods.

11           80. During the relevant time period set forth herein, Defendants failed to implement  
12 and maintain a policy and practice in compliance with the EAESPA whereby a rest period  
13 interrupted by a message or directive received on a portable communications device on a  
14 portable device was not counted towards the rest periods Plaintiff and other class members  
15 were entitled to during that work shift.

16           81. During the relevant time period set forth herein, Defendants failed to implement  
17 and maintain a policy and practice that permitted Plaintiff and other class members to take an  
18 additional rest period if a rest period was interrupted by a message or directive received on a  
19 portable communications device on a portable device.

20           82. During the relevant time period set forth herein, Defendants failed to pay  
21 Plaintiff and the other class members the full rest period premium due pursuant to California  
22 Labor Code section 226.7.

23           83. Defendants' conduct violates applicable IWC Wage Orders and California Labor  
24 Code section 226.7.

25           84. Pursuant to the applicable IWC Wage Orders and California Labor Code section  
26 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one  
27 additional hour of pay at the employees' regular hourly rate of compensation for each workday  
28 that the rest period was not provided.

1 **THIRD CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194 and 1197)**

3 **(Against MEDIC AMBULANCE SERVICE, INC., and DOES 1 through 100)**

4 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
5 through 84 and each and every part thereof with the same force and effect as though fully set  
6 forth herein.

7 86. During the relevant time period set forth herein, California Labor Code sections  
8 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of  
9 a lesser wage than the minimum so fixed, is unlawful.

10 87. During the relevant time period set forth herein, Defendants failed to pay  
11 minimum wages to Plaintiff and the other class members as required, pursuant to California  
12 Labor Code sections 1194 and 1197. For example, Defendants maintained a strict uniform  
13 policy that required employees to wear full work uniform attire, including company-branded  
14 shirts and jackets/sweatshirts, durable, dark-colored work pants, belts, name tags, fobs, and  
15 door security badges. However, Defendants required employees to arrive to work fully in  
16 uniform and ready to begin work immediately at their scheduled start time. Consequently,  
17 Plaintiff and other class members were forced to don all required work uniform attire and  
18 accessories prior to clocking in for their work shift. As a further example, Defendants required  
19 employees to clock in on digital timeclocks provided at the worksite. However, due to the  
20 limited number of timeclocks available, and the high number of employees arriving to clock  
21 in at once, Plaintiff and other class members routinely experienced waiting times exceeding  
22 three (3) minutes to clock in for their shifts.

23 88. Defendants' failure to pay Plaintiff and the other class members the minimum  
24 wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those  
25 sections, Plaintiff and other class members are entitled to recover the unpaid balance of their  
26 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated  
27 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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1           89. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class  
2 members are entitled to recover liquidated damages in an amount equal to the wages  
3 unlawfully unpaid and interest thereon.

4                                   **FOURTH CAUSE OF ACTION**

5                           **(Violation of California Labor Code §§ 201 and 202)**

6                   **(Against MEDIC AMBULANCE SERVICE, INC., and DOES 1 through 100)**

7           90. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
8 through 89, and each and every part thereof with the same force and effect as though fully set  
9 forth herein.

10          91. During the relevant time period set forth herein, California Labor Code sections  
11 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid  
12 at the time of discharge are due and payable immediately, and if an employee quits their  
13 employment, their wages shall become due and payable not later than seventy-two (72) hours  
14 thereafter, unless the employee has given seventy-two (72) hours' notice of their intention to  
15 quit, in which case the employee is entitled to their wages at the time of quitting.

16          92. During the relevant time period set forth herein, Defendants intentionally and  
17 willfully failed to pay class members who are no longer employed by Defendants their wages,  
18 earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Such  
19 unpaid wages include but are not limited to unpaid meal and rest premiums as alleged in  
20 paragraphs 43-84 of this complaint and unpaid wages for pre-shift donning and waiting time  
21 to clock in as alleged in paragraphs 85-89 of this complaint.

22          93. Defendants' failure to pay class members who are no longer employed by  
23 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving  
24 Defendants' employ, is in violation of California Labor Code sections 201 and 202.

25          94. California Labor Code section 203 provides that if an employer willfully fails to  
26 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee  
27 shall continue as a penalty from the due date thereof at the same rate until paid or until an  
28 action is commenced; but the wages shall not continue for more than thirty (30) days.

1           95. Class members are entitled to recover from Defendants the statutory penalty  
2 wages for each day they were not paid, up to the thirty (30) day maximum as provided by  
3 Labor Code section 203.

4                                   **FIFTH CAUSE OF ACTION**

5                                   **(Violation of California Labor Code § 226(a))**

6                   **(Against MEDIC AMBULANCE SERVICE, INC., and DOES 1 through 100)**

7           96. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
8 through 95, and each and every part thereof with the same force and effect as though fully set  
9 forth herein.

10           97. During the relevant time period set forth herein, California Labor Code section  
11 226(a) provides that every employer shall furnish each of their employees an accurate itemized  
12 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
13 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
14 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders  
15 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
16 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
17 only the last four digits of their social security number or an employee identification number  
18 other than a social security number, (8) the name and address of the legal entity that is the  
19 employer, and (9) all applicable hourly rates in effect during the pay period and the  
20 corresponding number of hours worked at each hourly rate by the employee. The deductions  
21 made from payment of wages shall be recorded in ink or other indelible form, properly dated,  
22 showing the month, day, and year, and a copy of the statement and the record of the deductions  
23 shall be kept on file by the employer for at least three years at the place of employment or at  
24 a central location within the State of California.

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1           98. Defendants have intentionally and willfully failed to provide Plaintiff and the  
2 other class members with complete and accurate wage statements. The deficiencies include  
3 but are not limited to: the failure to include all premium wages owed and the total number of  
4 hours worked by Plaintiff and other class members. For example, because Defendants failed  
5 to compensate Plaintiff and other class members for pre-shift donning and waiting time to  
6 clock in, as alleged in paragraphs 85-89 of this complaint, Defendants' wage statements were  
7 inaccurate as they failed to include those hours worked.

8           99. As a result of Defendants' violation of California Labor Code section 226(a),  
9 Plaintiff and the other class members have suffered injury and damage to their statutorily  
10 protected rights.

11           100. More specifically, Plaintiff and the other class members have been injured by  
12 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
13 the inaccurate wage statements, which fail to reflect all hours worked, have rendered it  
14 difficult and expensive for Plaintiff and the other class members to reconstruct their time and  
15 pay records to determine whether they were correctly paid. Meanwhile, Defendants' failure to  
16 record all time worked, and its failure to compensate Plaintiff and the other class members for  
17 certain work performed, such as donning work uniforms and waiting in line to clock in, misled  
18 Plaintiff and the other class members to incorrectly believe they were not owed compensation  
19 for such work. Moreover, Plaintiff and other class members typically worked full-time  
20 schedules, meaning some, if not all, of the unrecorded hours worked were owed at their  
21 overtime rate. Defendants' failure to maintain accurate wage statements has caused Plaintiff  
22 and the other class members confusion over whether they were paid all minimum and overtime  
23 wages due, and it has further forced Plaintiff and the other class members to make  
24 mathematical computations to determine what they were owed during their employment. All  
25 of the foregoing examples constitute injuries suffered as a result of Defendants' violation of  
26 California Labor Code section 226(a).

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1           101. Plaintiff and the other class members are entitled to recover from Defendants the  
2 greater of their actual damages caused by Defendants' failure to comply with California Labor  
3 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
4 employee.

5           102. Plaintiff and the other class members are also entitled to injunctive relief to  
6 ensure compliance with this section, pursuant to California Labor Code section 226(h).

7                                   **SIXTH CAUSE OF ACTION**

8                                   **(Violation of California Labor Code §§ 2800 and 2802)**

9                                   **(Against MEDIC AMBULANCE SERVICE, INC., and DOES 1 through 100)**

10           103. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
11 through 102, and each and every part thereof with the same force and effect as though fully  
12 set forth herein.

13           104. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
14 reimburse its employee for all necessary expenditures incurred by the employee in direct  
15 consequence of the discharge of their job duties or in direct consequence of their obedience to  
16 the directions of the employer.

17           105. Defendants have intentionally and willfully failed to reimburse Plaintiff and the  
18 other class members for all necessary business-related expenses and costs. For example, while  
19 Defendants offer some reimbursement for required work uniform attire, including durable, dark-  
20 color pants, and Defendants moreover have a policy entitling employees to some allowance  
21 and/or reimbursement for the cost of cleaning and maintaining all required work attire in good  
22 condition, Defendants have failed to reimburse Plaintiff and other class members for the entire  
23 costs associated with complying with Defendants' strict uniform policies. Plaintiff and the other  
24 class members are entitled to recover full reimbursement from Defendants for their business-  
25 related expenses and costs incurred during the course and scope of their employment, plus  
26 interest accrued from the date on which the employee incurred the necessary expenditures at the  
27 same rate as judgments in civil actions in the State of California.

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111. As a policy and practice, Defendants failed to compensate Plaintiff and the other aggrieved current and former employees for all hours worked, including but not limited to time spent donning required work attire and waiting in line to clock in, resulting in a failure to pay all minimum wages.

**Failure to Provide Meal Periods and Rest Breaks**

112. At all times relevant herein, Defendants were required to manage adequate staffing and authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked, pursuant to the mandates of Labor Code sections 226.7, 512(a), and the EAESPA as alleged in paragraphs 43-84 of this complaint.

113. As a policy and practice, Defendants failed to provide Plaintiff and the other aggrieved current and former employees with legally mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

**Failure to Timely Pay Wages During Employment**

114. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code section 204.

115. As a policy and practice, Defendants failed to pay Plaintiff and the other aggrieved current and former employees all wages due and owing within the required time period.

**Failure to Timely Pay Wages Upon Termination**

116. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to the mandates of Labor Code sections 201 and 202.

117. As a policy and practice, as a result of Defendants' Labor Code violations alleged above, Defendants failed to pay aggrieved former employees their final wages, pursuant to the mandates of Labor Code sections 201 and 202. Accordingly, Defendants owe waiting time penalties pursuant to Labor Code section 203.

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1                   **Failure to Provide Complete and Accurate Wage Statements**

2           118. At all times relevant herein, Defendants were required to keep *accurate* records  
3 regarding their California employees, pursuant to the mandates of Labor Code sections 226  
4 and 1174.

5           119. As a result of Defendants' various Labor Code violations, Defendants failed to  
6 keep accurate records regarding Plaintiff and the other aggrieved current and former employees.  
7 For example, Defendants failed in their affirmative obligation to keep accurate records regarding  
8 Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours  
9 worked, all deductions, net wages earned, and all applicable hourly rates and the number of  
10 hours worked at each hourly rate.

11                   **Failure to Reimburse Business Expenses**

12           120. At all times relevant herein, Defendants were required to reimburse their  
13 employees for any and all necessary expenditures or losses incurred by the employees in direct  
14 consequences of the discharge of their duties, pursuant to the mandates of Labor Code sections  
15 2800 and 2802.

16           121. As a policy and practice, Defendants regularly failed to fully reimburse Plaintiff  
17 and the other aggrieved current and former employees for all business expenses incurred and  
18 owed to them within the required time period, including but not limited to the purchase of  
19 required work attire and costs associated with cleaning and maintaining work uniforms.

20                   **Penalties**

21           122. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on  
22 behalf of other current and former aggrieved employees, requests and is entitled to recover from  
23 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant,  
24 including but not limited to:

- 25           a. Penalties under California Labor Code section 2699 in the amount of one  
26 hundred dollars (\$100) for each aggrieved employee per pay period for  
27 the initial violation, and two hundred dollars (\$200) for each aggrieved  
28 employee per pay period for each subsequent violation;

- b. Penalties under California Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 218.5, 1194, and 2699, and any other applicable statute.

**EIGHTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

**(Against MEDIC AMBULANCE SERVICE, INC., and DOES 1 through 100)**

123. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 122, and each and every part thereof with the same force and effect as though fully set forth herein.

124. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, the other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

1           125. Defendants' activities as alleged herein are violations of California law, and  
2 constitute unlawful business acts and practices in violation of California Business &  
3 Professions Code sections 17200, *et seq.*

4           126. A violation of California Business & Professions Code sections 17200, *et seq.*  
5 may be predicated on the violation of any state or federal law. In this instant case, Defendants'  
6 failure to manage adequate staffing and failure to maintain meal and rest break policies and  
7 practices in compliance with the EAESPA violates state law. Specifically, Defendants'  
8 policies and practices that require Plaintiff and other class members to work through meal and  
9 rest periods and do not permit them to take additional breaks when their breaks are interrupted  
10 by portable communication devices, combined with Defendants' failure to pay Plaintiff and  
11 other class members the premium wages owed for the deprivation of meal and rest periods,  
12 violate California Labor Code sections 226.7, 512(a), and 885-887. Moreover, Defendants'  
13 policy and practice of failing to pay Plaintiff and other class members for such pre-shift work  
14 as donning required work attire and waiting in line to clock in, violate Labor Code sections  
15 1194 and 1197. Additionally, Defendants' policy and practice of failing to timely pay wages  
16 to class members violate California Labor Code sections 201 and 202. Defendants also violated  
17 California Labor Code sections 226(a), 2800 and 2802.

18           127. As a result of the herein described violations of California law, Defendants  
19 unlawfully gained an unfair advantage over other businesses.

20           128. Plaintiff and the other class members have been personally injured by  
21 Defendants' unlawful business acts and practices as alleged herein, including but not  
22 necessarily limited to the loss of money and/or property.

23           129. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
24 Plaintiff and the other class members are entitled to restitution of the wages withheld and  
25 retained by Defendants during a period that commences four years prior to the filing of this  
26 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section  
27 1021.5 and other applicable laws; and an award of costs.

28       ///

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually, and on behalf of other members of the general public similarly  
3 situated, requests a trial by jury.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually and on behalf of all other members of the  
6 general public similarly situated, prays for relief and judgment against Defendants, jointly and  
7 severally, as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
- 10 2. That Plaintiff be appointed as representative of the Class;
- 11 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 12 4. That Defendants provide to Class Counsel immediately the names and most  
13 current contact information (address, e-mail and telephone numbers) of all class members.

14 **As to the First Cause of Action**

15 5. That the Court declare, adjudge and decree that Defendants violated California  
16 Labor Code sections 226.7, 512(a), 885-887, and applicable IWC Wage Orders by willfully  
17 failing to provide all meal periods (including second meal periods) to Plaintiff and the other  
18 class members;

19 6. That the Court make an award to Plaintiff and the other class members of one  
20 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal  
21 period was not provided;

22 7. For all actual, consequential, and incidental losses and damages, according to  
23 proof;

24 8. For premium wages pursuant to California Labor Code section 226.7(c);

25 9. For pre-judgment interest on any unpaid wages from the date such amounts were  
26 due;

27 10. For reasonable attorneys' fees and costs of suit incurred herein; and

28 11. For such other and further relief as the Court may deem just and proper.

**As to the Second Cause of Action**

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7, 885-887, and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

13. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premium wages pursuant to California Labor Code section 226.7(c);

16. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

17. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action**

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other class members;

19. For general unpaid wages and such general and special damages as may be appropriate;

20. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

21. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

22. For liquidated damages pursuant to California Labor Code section 1194.2; and

23. For such other and further relief as the Court may deem just and proper.

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1                                   **As to the Fourth Cause of Action**

2           24.   That the Court declare, adjudge and decree that Defendants violated California  
3 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at  
4 the time of termination of the employment of class members no longer employed by  
5 Defendants;

6           25.   For all actual, consequential, and incidental losses and damages, according to  
7 proof;

8           26.   For statutory wage penalties pursuant to California Labor Code section 203 for  
9 the class members who have left Defendants' employ;

10          27.   For pre-judgment interest on any unpaid compensation from the date such  
11 amounts were due; and

12          28.   For such other and further relief as the Court may deem just and proper.

13                                   **As to the Fifth Cause of Action**

14          29.   That the Court declare, adjudge and decree that Defendants violated the record  
15 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders  
16 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized  
17 wage statements thereto;

18          30.   For actual, consequential and incidental losses and damages, according to proof;

19          31.   For statutory penalties pursuant to California Labor Code section 226(e);

20          32.   For injunctive relief to ensure compliance with this section, pursuant to  
21 California Labor Code section 226(h); and

22          33.   For such other and further relief as the Court may deem just and proper.

23                                   **As to the Sixth Cause of Action**

24          34.   That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other  
26 class members for all necessary business-related expenses as required by California Labor  
27 Code sections 2800 and 2802;

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- 1           35. For actual, consequential and incidental losses and damages, according to proof;  
2           36. For the imposition of civil penalties and/or statutory penalties;  
3           37. For punitive damages and/or exemplary damages according to proof at trial;  
4           38. For reasonable attorneys' fees and costs of suit incurred herein; and  
5           39. For such other and further relief as the Court may deem just and proper.

6                           **As to the Seventh Cause of Action**

7           40. That the Court declare, adjudge, and decree that Defendants violated California  
8 Labor Code sections 2698, *et seq.*, by failing to pay minimum wages, failing to provide meal  
9 periods and rest breaks, failing to timely pay wages during employment and upon termination,  
10 failing to provide complete and accurate wage statements, and failing to reimburse expenses;

11           41. For civil penalties pursuant to Labor Code sections 2699 *et seq.*, for Defendants'  
12 violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7,  
13 246, 432.5, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 2800 and 2802;

14           42. For costs and attorneys' fees pursuant to Labor Code sections 218.5, 1194, 2699,  
15 and any other applicable statute; and

16           43. For such other and further relief that the court may deem just and proper.

17                           **As to the Eighth Cause of Action**

18           44. That the Court declare, adjudge and decree that Defendants violated California  
19 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the  
20 other class members all meal and rest periods, failing to pay at least minimum wages to  
21 Plaintiff and the other class members, and failing to pay class members' wages timely as  
22 required by California Labor Code sections 201 and 202.

23           45. For restitution of unpaid wages to Plaintiff and other class members and all pre-  
24 judgment interest from the day such amounts were due and payable;

25           46. For the appointment of a receiver to receive, manage and distribute any and all  
26 funds disgorged from Defendants and determined to have been wrongfully acquired by  
27 Defendants as a result of violation of California Business and Professions Code sections  
28 17200, *et seq.*;

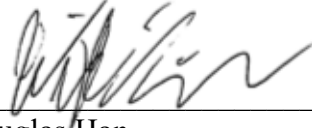
1           47. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
2 California Code of Civil Procedure section 1021.5;

3           48. For injunctive relief to ensure compliance with this section, pursuant to  
4 California Business and Professions Code sections 17200, *et seq.*; and

5           49. For such other and further relief as the Court may deem just and proper.  
6

7 Dated: June 15, 2026

**JUSTICE LAW CORPORATION**

8  
9 By: 

Douglas Han  
Christopher Petersen  
William Wilkinson  
Geneva Hale  
*Attorneys for Plaintiff*

# **EXHIBIT 1**

May 30, 2024

**BY U.S. MAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov  
State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**Re: MEDIC AMBULANCE SERVICE, INC.**

Dear Representative:

We have been retained to represent Natisha Wallace against Medic Ambulance Service, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter referred to as "Medic Ambulance Service, Inc.").

Ms. Wallace is pursuing her California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Wallace may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Medic Ambulance Service, Inc. is a California corporation located at 506 Couch St., Vallejo, CA 94590.

Medic Ambulance Service, Inc. employed Ms. Wallace as an hourly-paid non-exempt Dispatcher within one year of the date of this letter (until in or around September of 2023) in the State of California. Medic Ambulance Service, Inc. directly controls the wages, hours and/or working conditions of Ms. Wallace and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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<sup>1</sup> Ms. Wallace does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Wallace will amend this notice when the true names and capacities are known. Ms. Wallace is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Wallace and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Ms. Wallace may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Medic Ambulance Service, Inc.

Medic Ambulance Service, Inc. failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Wallace has standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at Medic Ambulance Service, Inc., regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

Medic Ambulance Service, Inc. has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Wallace and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Medic Ambulance Service, Inc. failed to compensate Ms. Wallace and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Medic Ambulance Service, Inc. also failed to include non-discretionary bonuses into aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Ms. Wallace and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Medic Ambulance Service, Inc. failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Medic Ambulance Service, Inc. routinely required Ms. Wallace and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Medic Ambulance Service, Inc.'s policies and expectations and prepare orders. Medic Ambulance Service, Inc. failed to provide coverage to Ms. Wallace and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Medic Ambulance Service, Inc. failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Medic Ambulance Service, Inc. failed to compensate Ms. Wallace and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Medic Ambulance Service, Inc. required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Medic Ambulance Service, Inc. required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Medic Ambulance Service, Inc. failed to pay Ms. Wallace and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1<sup>st</sup> and the 15<sup>th</sup> days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16<sup>th</sup> and the 26<sup>th</sup> day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16<sup>th</sup> and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1<sup>st</sup> and the 10<sup>th</sup> day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Medic Ambulance Service, Inc. failed to pay Ms. Wallace and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Medic Ambulance Service, Inc. did not provide Ms. Wallace and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Medic Ambulance Service, Inc. were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Wallace and other aggrieved employees, (2) total hours worked by Ms. Wallace and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Ms. Wallace and other aggrieved employees, (5) net wages earned by Ms. Wallace and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Wallace and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Medic Ambulance Service, Inc. failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Wallace and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Medic Ambulance Service, Inc. did not provide Ms. Wallace and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Medic Ambulance Service, Inc.

We believe that Ms. Wallace and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Wallace will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Medic Ambulance Service, Inc. within one year of the date of this letter, as allowed by law.

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LWDA  
May 30, 2024  
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only):**

James W. Pierson  
c/o Medic Ambulance Service, Inc.  
506 Couch St.  
Vallejo, CA 94590  
*Agent for Service of Process for Medic Ambulance Service, Inc.*

Legal Department  
c/o Medic Ambulance Service, Inc.  
506 Couch St.  
Vallejo, CA 94590

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**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is dmather@justicelawcorp.com

On June 16, 2026, I served the foregoing document described as

**SECOND AMENDED COMPLAINT**

for the following case: **Wallace v. Medic Ambulance Service, Inc.**  
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM- 1031285-24**  
**Court Case No.: CU24-05970**  
**Solano Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

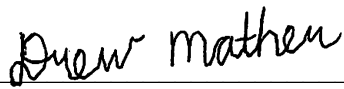
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 16, 2026, at Pasadena, California.

  
\_\_\_\_\_  
Drew Mather