

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
08/20/2024

Chad Finke, Executive Officer / Clerk of the Court

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

JALON STANLEY, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NORTH STAR EMERGENCY
SERVICES INC.; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24CV082930

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR VIOLATION OF
LABOR CODE § 2698, *ET SEQ.*, THE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND OVER \$25,000.00

1 Plaintiff Jalon Stanley ("Plaintiff") hereby submits this First Amended Representative
2 Action Complaint ("FAC") against North Star Emergency Services Inc. ("Defendant") and Does
3 1 through 50 (collectively, "Defendants"), on behalf of himself and all other aggrieved
4 employees of Defendant for penalties pursuant to the Private Attorneys General Act, Labor Code
5 section 2698, *et seq.* ("PAGA"), for Defendant's violations of the California Labor Code as
6 follows:

7 **INTRODUCTION**

8 1. This First Amended Representative Action Complaint is within the Court's
9 jurisdiction under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 558,
10 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable Wage Orders of the California
11 Industrial Welfare Commission ("IWC").

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code against individuals who worked for Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 jointly and severally, have acted intentionally and with deliberate indifference and conscious
16 disregard to the rights of all employees by: (a) failing to pay overtime wages based on the correct
17 regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (b) failing to pay
18 meal and rest period premiums at the regular rate of pay, in violation of Labor Code sections
19 226.7 and 512; (c) failing to pay sick pay at the regular rate of pay, in violation of Labor Code
20 sections 201, 202, 203, and 246; (d) failing to provide accurate itemized wage statements, in
21 violation of Labor Code section 226(a); and (e) failing to pay wages in a timely manner, in
22 violation of Labor Code sections 201, 202, 203 and 204.

23 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 have engaged in, among other things a system of willful violations of the California Labor Code
25 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
26 customs that knowingly deny employees the above stated rights and benefits.

27 **JURISDICTION AND VENUE**

28 5. The Court has jurisdiction over the violations of the California Labor Code

1 sections 201, 202, 203, 204, 226, 226.7, 246, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*,
2 and the applicable IWC Wage Orders.

3 6. Venue is proper in Alameda County because Defendant maintains operations in
4 this County and Plaintiff worked for Defendant in Dublin, California, which is located within
5 this County.

6 **PARTIES**

7 7. Plaintiff was employed by Defendant as an EMT Basic during the approximate
8 period of June 5, 2023 to on or about June 14, 2024. Throughout his employment, Plaintiff was
9 an hourly, non-exempt employee.

10 8. Plaintiff is informed and believes, and based thereon alleges, that North Star
11 Emergency Services Inc. was and is a California corporation that maintains operations in the
12 State of California.

13 9. Plaintiff is informed and believes, and based thereon alleges, that at all times
14 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
15 and partnerships, licensed to do business and actually doing business in the State of California.
16 As such, and based upon all the facts and circumstances incident to Defendants' business,
17 Defendants are subject to the California Labor Code.

18 10. Plaintiff does not know the true names or capacities, whether individual, partner
19 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
20 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
21 complaint when the true names and capacities are known. Plaintiff is informed and believes and
22 based thereon alleges that each of said fictitious defendants was responsible in some way for the
23 matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to
24 the illegal employment practices, wrongs and injuries complained of herein.

25 11. At all times herein mentioned, each defendant participated in the doing of the acts
26 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
27 and each of them, were the agents, servants and employees of each of the other defendants, as
28 well as the agents of all Defendants, and at all times herein mentioned, were acting within the

1 course and scope of said agency and employment.

2 12. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
4 joint venturer of, or working in concert with each of the other co-Defendants and was acting
5 within the course and scope of such agency, employment, joint venture, or concerted activity. To
6 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
7 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
8 Defendants.

9 13. At all times herein mentioned, Defendants, and each of them, were members of,
10 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
11 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

12 14. At all times herein mentioned, the acts and omissions of various Defendants, and
13 each of them, concurred and contributed to the various acts and omissions of each and all of the
14 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
15 herein mentioned, Defendants, and each of them, ratified each and every act or omission
16 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
17 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
18 damages as herein alleged.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

21 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

22 15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
23 though fully set forth herein.

24 16. Plaintiff brings this cause of action as a proxy for the State of California and in
25 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
26 from June 18, 2023, through the present, for Defendant's violations of Labor Code sections 201,
27 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197 and 1197.1, arising from Defendant's
28 policy and practice of: (a) failing to pay overtime wages based on the correct regular rate of pay,

1 in violation of Labor Code sections 510, 558, and 1194; (b) failing to pay meal and rest period
2 premiums at the regular rate of pay, in violation of Labor Code sections 226.7 and 512; (c)
3 failing to pay sick pay at the regular rate of pay, in violation of Labor Code sections 201, 202,
4 203, and 246; (d) failing to provide accurate itemized wage statements, in violation of Labor
5 Code section 226(a); and (e) failing to pay wages in a timely manner, in violation of Labor Code
6 sections 201, 202, 203 and 204.

7 17. As a pattern and practice, Defendant suffered and permitted employees to work in
8 excess of eight hours in a workday and/or over forty hours in a workweek without proper
9 overtime pay. During workweeks when Plaintiff and Aggrieved Employees worked overtime and
10 earned non-discretionary incentive pay, such as bonuses and shift differential pay, Defendant
11 failed to properly calculate the regular rate of pay for purposes of paying overtime. Specifically,
12 Defendant failed to factor the additional non-discretionary remuneration earned into the
13 calculation of the regular rate of pay for purposes of paying overtime wages. As a result of such
14 policy and practice, Defendant underpaid overtime wages to Plaintiff and Aggrieved Employees,
15 and thus owes additional overtime wages.

16 18. Defendant, as a matter of corporate policy and procedure, regularly failed to pay
17 such premium compensation at the correct regular rate for each meal period Plaintiff and
18 Aggrieved Employees missed. Specifically, Labor Code section 226.7(c) states that “the
19 employer shall pay the employee one additional hour of pay at the employee’s regular rate of
20 compensation for each workday that the meal or rest or recovery period is not provided.”
21 Throughout their employment, Plaintiff and Aggrieved Employees earned non-discretionary
22 incentive compensation, including without limitation bonuses and shift differentials. Such non-
23 discretionary forms of remuneration, however, were not included in the regular rate of pay for
24 purposes of paying meal/rest period premium pay. Instead, the meal/rest period premium was
25 paid at the base rate of pay. As such, Plaintiff and Aggrieved Employees are owed additional
26 meal period premium pay.

27 19. As a matter of corporate policy and procedure, when Defendant paid Plaintiff and
28 Aggrieved Employees sick time pursuant to California Labor Code section 246, Defendant did so

1 at the incorrect rate of pay. Defendant paid sick pay wages at the base hourly rate of pay, as
2 opposed to the regular rate of pay, which would take into account all non-discretionary
3 remuneration, or by dividing the employees' total wages, not including overtime premium pay,
4 by the employees' total hours worked in the full pay periods of the prior 90 days of employment,
5 as required by Labor Code section 246. This resulted in the employees being underpaid for sick
6 time, and resulted in derivative violations of California Labor Code sections 201, 202, and 203,
7 because Defendant did not pay, or timely pay, Plaintiff and Aggrieved Employees all owing and
8 unpaid wages for work performed by them during their employment and at the end of their
9 employment.

10 20. As a result of Defendant's failure to pay proper overtime wages, meal/rest period
11 premiums, and sick pay wages, as identified above, the wage statements issued to Plaintiff and
12 Aggrieved Employees failed to identify the correct gross wages earned, net wages earned, total
13 hours worked, and hourly rates of pay, in violation of Labor Code section 226(a).

14 21. Defendant failed in its affirmative obligation to timely pay wages to Plaintiff and
15 Aggrieved Employees. As a pattern and practice, Defendant had a consistent policy of paying the
16 wages of Aggrieved Employees beyond the time limits as allowed pursuant to Labor Code
17 section 204. For example, for the pay period of February 16, 2024 through February 29, 2024,
18 the wages earned during such pay period were not paid until March 8, 2024, which is more than
19 7 days after the end of the pay period.

20 22. On or about June 18, 2024, Plaintiff sent written notice to the California Labor &
21 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections
22 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197 and 1197.1, pursuant to the
23 PAGA. In addition to the LWDA, Plaintiff also sent his notice to Defendant via certified mail
24 pursuant to Labor Code section 2699.3.

25 23. As of the date of the filing of this Complaint, the LWDA has not responded to
26 Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations
27 provided for in the written notice.

28 24. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any

1 and all applicable civil penalties for Defendants' violations of Labor Code sections 201, 202,
2 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197 and 1197.1, for the time period described
3 above, on behalf of herself and other Aggrieved Employees.

4 **PRAYER FOR RELIEF**

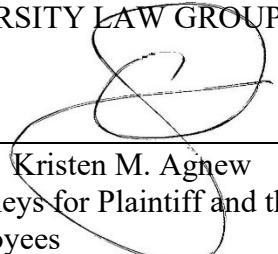
5 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
6 this suit is brought against Defendants, jointly and severally, as follows:

7 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
8 Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1 and
9 2698, *et seq.*, and for costs and attorneys' fees; and

10 2. For such other and further relief the Court may deem just and proper.
11
12

13 DATED: August 20, 2024

DIVERSITY LAW GROUP, P.C.

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15 By: 
16 Kristen M. Agnew
17 Attorneys for Plaintiff and the Aggrieved
18 Employees
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