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Superior Court of California,
County of San Diego

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Paul Piccolo, an individual, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiff,

v.

GoJump Oceanside, LLC, a California
Corporation, also *dba* GoJump America; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2020-00003052-CU-OE-CTL

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Minimum and Overtime Wages
2. Failure to Pay Separately and Hourly for Time Spent on Rest Periods
3. Failure to Provide Compliant Meal Periods
4. Failure to Authorize and Permit Compliant Rest Periods
5. Failure to Provide Accurate Wage Statements
6. Failure to Pay All Wages Owed Upon Separation
7. Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)
8. Violation of the Private Attorneys General Act (Cal. Labor Code §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Paul Piccolo (hereinafter “Plaintiff” or “Piccolo”), an individual, on behalf of
2 himself and all other similarly situated current and former employees, alleges on information and
3 belief, except for his own acts and knowledge which are based on personal knowledge, the
4 following:

5 **INTRODUCTION**

6 1. This is a putative class action brought against Defendant GOJUMP OCEANSIDE,
7 LLC *dba* GoJump America (hereinafter “Defendant”) for (i) failing to pay minimum wages and
8 overtime wages at the lawful regular rate of pay for all work performed; (ii) failing to pay properly
9 and separately on an hourly basis at the required rate of pay for time spent on rest breaks and other
10 non-productive time; (iii) failing to provide compliant duty-free meal periods; (iv) failing to
11 provide compliant duty-free rest periods; (v) failing to pay all owed wages each and every pay
12 period; (vi) failing to provide accurate, compliant, itemized wage statements; (vii) failing to pay all
13 wages owed upon separation of employment, as mandated under the California Labor Code; and
14 (viii) violating the California Private Attorneys General Act (hereinafter the “PAGA”).

15 2. Defendant, in order to service customers who wish to skydive, hired workers as
16 skydiving instructors at its airport location in Oceanside, California. The cost, as proscribed by
17 law, of the personnel hired to work for Defendant includes not only the base wage compensation
18 and overtime pay of these employees, as well as meal and rest break premium pay, but the cost of
19 the employer's share of tax payments to the federal and state governments for income taxes, social
20 security taxes, Medicare insurance, unemployment insurance, and payments for workers'
21 compensation insurance (collectively the "Business Related Expenses"). To avoid the payment of
22 these legally proscribed Business Related Expenses to the fullest extent possible, Defendant
23 devised a scheme to place the responsibility for the payment of these costs and expenses of
24 Defendant on the shoulders of Plaintiff and other skydiving instructors by failing to treat them as
25 employees and instead misclassifying them as “independent contractors,” until approximately
26 September 2019, when Defendant appears to have “re-classified” its workforce as “employees.”
27 As an employer, Defendant is legally responsible for the payment of all these Business Related
28 Expenses. This lawsuit is brought on behalf of all those individuals who performed work for

Defendant as skydiving instructors for Defendant in the State of California (hereinafter the “Instructors”), in order to collect the wages due to them as employees of Defendant, all meal and rest break premium amounts, all Business Related expenses, and restitution for the cost of the employer's share of payments to the federal and state governments for income taxes, social security taxes, Medicare insurance, unemployment insurance and payments for workers' compensation insurance, plus all applicable related penalties, and interest.

3. The State of California Private Attorneys General Act of 2004 allows for a tolling of the limitations period during the period during which the California Labor and Workforce Development Agency (hereinafter the “LWDA”) is assessing, or the employer may be curing, the alleged violations. Cal. Labor Code § 2699.3(d). On January 17, 2020, pursuant to Cal. Labor Code § 2699.3(a)(1), counsel for Plaintiff, on behalf of Paul Piccolo, provided written notice via online filing with the LWDA and via certified mail, with return receipt, to the employers / Defendants, alleging violations of the California Labor Code and the facts and theories that support the alleged violations. (*see Exhibit 1*, attached hereto and incorporated by this reference herein). Additionally, on January 17, 2020, pursuant to Cal. Labor Code §2699.3(a)(1)(B), counsel for Plaintiff, on behalf of Paul Piccolo, mailed the required filing fee of \$75.00 to the LWDA. (*see Ex. 1*). Further, on January 21, 2020, counsel for Plaintiff, on behalf of Paul Piccolo, submitted a conformed copy of the Complaint in this matter to the LWDA. (*see Ex. 1*).

JURISDICTION AND VENUE

4. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure (“Cal. Code of Civ. Proc.”) § 410.10 and California Business & Professions Code § 17203. This action is brought as a Class Action on behalf of Plaintiff and similarly situated employees of Defendants, pursuant to Cal. Code of Civ. Proc. § 382.

5. Venue is proper in this Judicial District and the County of San Diego because Defendant does business in the County of San Diego and Plaintiff resides in this County.

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THE PARTIES

A. Plaintiff and the Class

6. Plaintiff Paul Piccolo worked for Defendant in the State of California from approximately December 7, 2017 through approximately October 5, 2019, as a skydiving instructor. From the commencement of his employment until approximately September 2019, Plaintiff was misclassified as an independent contractor by Defendant. Thereafter, Defendant “reclassified” Plaintiff as an “employee” and began to incorporate a time-keeping system for Plaintiff and other skydiving instructors to utilize for recording their shift “start” and “stop” times as well as meal break time recordation.

7. California Labor Code § 226.8 provides that “[i]t is unlawful for any person or employer to engage in . . . [w]illful misclassification of an individual as an independent contractor.” The penalty for willful misclassification of employees is a “civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” It is further provided that, in the event that an employer is found to have engaged in “a pattern or practice of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.” Cal. Labor Code § 226.8.

8. Here, Defendant has willfully misclassified Plaintiff and other Instructors, as described in California Labor Code § 226.8. Further, Defendant has engaged in a “pattern or practice” of such violations, as contemplated by § 226.8 (c) of the California Labor Code. To the extent that Defendant continues to misclassify Instructors, Defendant is also in violation of Labor Code § 2750.3, which has been in effect since January 1, 2020, to codify the decision of the California Supreme Court in *Dynamex*.

9. Upon hire, the position of an Instructor was represented by Defendant to Plaintiff and the other Instructors as an independent contractor position with compensation being paid in the form of piece-rate wages only, with no base or hourly compensation provided for all hours worked. Plaintiff and other Instructors have been paid to perform sky diving instruction on Defendant’s

1 behalf at an airport location in the County of San Diego. Plaintiff and other Instructors have not
2 been compensated hourly wages for all time actually worked (including but not limited to properly
3 paid rest breaks and other non-productive time), nor have they been paid overtime wages for any of
4 their time spent working in excess of eight (8) hours in a workday and/or forty (40) hours in a
5 workweek at the lawful regular rate of pay. Nor has Defendant provided compliant meal breaks or
6 authorized and permitted properly paid rest periods to Plaintiff and the other Instructors, as required
7 by California law. Even to the extent that at some point Defendant purportedly began to pay
8 Plaintiff and other Instructors a base hourly rate of pay, Defendant also continued to compensate
9 Plaintiff and the other Instructors, in part, on a piece-rate basis, by paying a ‘bonus’ for each jump
10 performed. However, this non-discretionary piece-rate / bonus compensation was not properly
11 figured into the regular rate of pay for purposes of overtime compensation and/or purposes of
12 paying rest periods separately at the regular rate of pay.

13 10. To perform their job duties, Plaintiff and the other Instructors perform work subject
14 to the control of Defendant in that Defendant has the authority to exercise complete control over
15 the manner and means by which the work is performed. Defendant provides the customers, the
16 airplanes, the physical office space at the airport, and supplies to be used for skydiving instruction,
17 the pricing of the work, and the formal instructions / methodology / training (required by Defendant
18 in order to perform the work as assigned). California Labor Code § 3357 defines “employee” as
19 “every person in the service of an employer under any appointment or contact of hire or
20 apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed.” In
21 addition to the California Labor Code’s presumption that workers are employees, the California
22 Supreme Court has reaffirmed that the burden is on employers to demonstrate why workers are not
23 employees and articulated that the following three tests must all be met to distinguish an
24 independent contractor from an employee: A) an independent contractor must be free from the
25 control and direction of the hiring entity; B) an independent contractor performs work that is
26 outside the usual course of the hiring entity’s business; and C) an independent contractor is
27 customarily engaged in an independently established trade, occupation, or business of the same
28 nature as the work performed for the hiring entity. Here, Defendant strictly controls both the work

1 performed and the standardized manner and means by which Plaintiff and the other Instructors
2 perform their work; Defendant engaged the instructors to perform work that is within the course of
3 Defendant's own business, which entails offering and providing to customers skydiving at a
4 specific price set by Defendant; and Plaintiff is not regularly engaged in an independently
5 established business of performing skydiving instruction.

6 11. As a result, stripped of all the legal fictions and artificial barriers to an accurate,
7 legally compliant classification of the relationship between Plaintiff and the other Instructors on the
8 one hand, and Defendant on the other hand, Plaintiff and the other Instructors are and were
9 employees of Defendant and not independent contractors of Defendant and should therefore have
10 always been properly classified as non-exempt, hourly employees.

11 12. As a matter of company policy, practice and procedure, Defendant has unlawfully,
12 unfairly and/or deceptively classified every Instructor as an "independent contractor," in order to
13 unlawfully avoid compliance with all applicable federal and state laws that require payment for all
14 time worked (including but not limited to pay for rest breaks and other non-productive time as well
15 as overtime at a premium rate of pay), the provision of legally required breaks, and payment of the
16 employer's share of payroll taxes and mandatory insurance. As a result of the scheme to defraud
17 the federal and state governments and the Instructors, Plaintiff and the Instructors have been
18 underpaid throughout their employment with Defendant and have been denied the rights and
19 protections to which employees are entitled under California law.

20 13. The true names and capacities, whether individual, corporate, associate or otherwise
21 of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown to Plaintiff,
22 who therefore sues these Defendants by such fictitious names, pursuant to Cal. Civ. Proc. Code
23 §474. Plaintiff is informed and believes, and based thereon, alleges that each of the Defendants
24 designated herein is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities
26 of these Defendants, when they have been ascertained and become known.

27 14. The agents, servants and/or employees of the Defendants and each of them, acting
28 on behalf of the Defendants, acted within the course and scope of his, her or its authority as the

1 agent, servant and/or employee of the Defendants, and personally participated in the conduct
2 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
3 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
4 Defendants are jointly and severally liable to Plaintiff and the other Instructors, for the loss
5 sustained as a proximate result of the conduct of the Defendant's agents, servants and/or
6 employees.

7 **B. Defendants**

8 15. Defendant GOJUMP OCEANSIDE, LLC *dba* GOJUMP AMERICA is an entity
9 created under the laws of the State of California. At all relevant times mentioned herein, Defendant
10 GoJump Oceanside conducted substantial business in the State of California, County of San Diego.
11 Defendant GoJump Oceanside is a company that provides skydiving instruction for the general
12 public. GoJump Oceanside operates under the name "GoJump America" and conducts business out
13 of the Oceanside Municipal Airport which is located at: 480 Airport Road, Oceanside, California
14 92058. The website for the business is: <https://gojump-america.com>.¹

15 16. Defendant was the employer of Plaintiff during the course of his employment.
16 GoJump America is headquartered in Las Vegas, Nevada. GoJump America also operates
17 skydiving location in Santa Cruz, California, Las Vegas, Nevada, and Denver, Colorado.

18 17. Plaintiff is ignorant of the true names, capacities, relationships and extent of
19 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,
20 but is informed and believes and thereon alleges that said Defendants are legally responsible for the
21 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
22 Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants
23 when ascertained.

24 18. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
25 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
26
27

28 ¹ Note: Although the main landing page for the company website indicates that the GoJump America location in Southern California is located in Los Angeles, in actuality the link takes you to a site for Oceanside, which is not actually in the County of Los Angeles but in San Diego County.

1 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
2 attributable to the other Defendants.

3 **CLASS ACTION ALLEGATIONS**

4 19. Plaintiff brings this action on behalf of himself and all other similarly situated
5 persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a
6 Class composed of defined as follows:

7 **All individuals who have performed work for Defendants in the State of**
8 **California as Skydiving Instructors and/or similarly titled job positions at any**
9 **time since January 17, 2016 through the date as determined by the Court**
10 **(“Class Period”) (“Class Members”).**

11 20. Plaintiff also seeks to bring this action on behalf of himself and all other similarly
12 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

13 **All Class Members whose work with Defendants ended at any time since**
14 **January 17, 2017 (“Terminated Subclass Members”).**

15 21. Plaintiff also seeks to bring this action on behalf of himself and all other similarly
16 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

17 **All Class Members who performed work for Defendants at any time since**
18 **January 17, 2019 (“Wage Statement Subclass Members”).**

19 22. This action has been brought and may be maintained as a class action pursuant to
20 Code of Civil Procedure § 382, because there is a well-defined community of interest among many
21 persons who comprise a readily ascertainable class.

22 a. The Class Members are so numerous that individual joinder of all of them as
23 plaintiffs is impractical. Although the exact number of Class members is unknown
24 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
25 there are not less than 100 Class Members.

26 b. The identity of Class Members can readily be determined from Defendants’ records.
27 Defendants’ records include the name and address of every person who performed
28 work for them in California during the Class Period.

1 c. Common questions of law and fact exist as to Class Members and predominate over
2 any questions that may affect only individual Class Members. These common
3 questions include, but are not limited to:

- 4 (1) Did Defendants, in violation of Labor Code § 226.8, willfully misclassify
5 Plaintiff and the Class Members as Independent Contractors?
- 6 (2) Did Defendants, in violation of Labor Code §§ 510, 1194, and 1197, fail to
7 pay Plaintiff and Class Members for all minimum and overtime wages owed
8 to them at the lawful rates of pay?
- 9 (3) Did Defendants violate § 226.2 and § 1194 of the Labor Code by failing to
10 pay Plaintiff and Class Members separately for rest periods and other non-
11 productive time at the legally required rates of pay?
- 12 (4) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable
13 I.W.C. Wage Order by failing to provide compliant duty-free meal periods as
14 alleged herein?
- 15 (5) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable
16 I.W.C. Wage Order by failing to authorize and permit compliant duty-free
17 rest periods as alleged herein?
- 18 (6) Did Defendants fail to provide Wage Statement Subclass Members with
19 accurate, compliant, itemized wage statements?
- 20 (7) Are Defendants liable for civil penalties under Labor Code § 226?
- 21 (8) Did Defendants, in violation of Labor Code § 201 or § 202, fail to pay timely
22 all wages owed to Terminated Subclass Members upon separation?
- 23 (9) Did Defendants act willfully when they failed to pay timely all wages owed
24 to Terminated Subclass Members upon separation?
- 25 (10) Are Defendants liable for penalty wages under Labor Code § 203?
- 26 (11) Did Defendants violate the Unfair Competition Law, Business and
27 Professions Code § 17200, *et seq.*, by their unlawful practices, as alleged
28 herein?

1 (12) Did Defendants violate the Unfair Competition Law, Business and
2 Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and Class
3 Members all wages earned each pay period, in violation of Labor Code §204,
4 as alleged herein?

5 (13) Are Defendants liable for restitution under Bus. & Prof. Code § 17203?

6 (14) Are Defendants liable for pre-judgment interest?

7 (15) Are Defendants liable for attorneys' fees and costs?

8 d. Plaintiff is a Member of the Class and the Subclasses, and his claims are typical of
9 the claims of the other Class Members and Subclass Members. Plaintiff is informed
10 and believes and thereon alleges that Defendants maintain policies or practices of: 1)
11 willfully misclassifying their workforce as independent contractors; 2) failing to pay
12 minimum and overtime wages at the lawful rate of pay for all hours actually
13 worked; 3) failing to separately pay for rest periods and other non-productive time;
14 4) failing to provide compliant meal periods; 5) failing to authorize and permit
15 compliant properly paid rest periods; 6) failing to pay employees for all wages
16 earned during each pay period; 7) failing to pay employees all earned wages due
17 upon separation of employment; and/or 8) failing to provide employees with
18 accurate, compliant itemized wage statements.

19 e. Plaintiff will adequately and fairly protect the interests of the Class Members and
20 Subclass Members. Plaintiff has no interest adverse to the interests of absent Class
21 Members and Subclass Members. Plaintiff is represented by legal counsel who has
22 substantial class action experience in civil litigation and employment law.

23 23. A class action is superior to other available means for fair and efficient adjudication
24 of the claims of the Class and would be beneficial for the parties and the court. Class action
25 treatment will allow a large number of similarly situated persons to prosecute their common claims
26 in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and
27 expense that numerous individual actions would require. The monetary amounts due to many
28 individual Class Members are likely to be relatively small, and the burden and expense of

1 individual litigation would make it difficult or impossible for individual members of the Class to
2 seek and obtain relief. A class action will serve an important public interest by permitting such
3 individuals to effectively pursue recovery of the sums owed to them. Further, class litigation
4 prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Pay Straight-Time and Overtime Wages**
(By Plaintiff and the Class Members against all Defendants)

7 24. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

8 25. At all relevant times, Plaintiff and the Class Members were employees of
9 Defendants covered by Labor Code §§226.2, 510, 1194, 1197, 2750.3 and applicable I.W.C. Wage
10 Orders.

11 26. By their failure to pay straight-time wages and overtime wages for all time worked,
12 Defendants willfully breached their agreement to pay wages, in violation of Labor Code §§ 510,
13 1194 and 1197 and the applicable I.W.C. Wage Order, as well as Labor Code §§ 226.2 and 2750.3.

14 27. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
15 within the applicable limitations period, Defendants maintained a policy and practice of
16 misclassifying Plaintiff and the Class Members as Independent Contractors and failing to pay
17 minimum and overtime wages at the lawful regular rate of pay for all time actually worked and
18 other non-productive time.

19 28. As a result of Defendants' unlawful and willful conduct, employees have suffered
20 damages in an amount, subject to proof, to the extent they were not paid all straight-time and
21 overtime wages at the lawful regular rate of pay for all hours actually worked and owed to them
22 under Labor Code §§ 226.2, 510, 1194 and 1197, 2750.3 and the applicable I.W.C. Wage Order.

23 29. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiff and the Class
24 Members are entitled to recover the full amount of unpaid wages, liquidated damages, pre-
25 judgment interest, reasonable attorneys' fees and costs of suit.

26 **SECOND CAUSE OF ACTION**

27 **Failure to Pay Separately and Hourly for Time Spent on Rest Periods**
(By Plaintiff and the Class Members against all Defendants)

28 30. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

1 31. At all relevant times, Plaintiff and Members of the Class were employees of
2 Defendants covered by Labor Code §§226.2, 1194, 1194.2, and the applicable I.W.C. Wage Order.

3 32. As set forth above, during the Class Period, Plaintiff and the Class Members were
4 compensated in whole or in part on a piece-rate basis, but Defendants did not separately
5 compensate the Instructors at the regular rate of pay for their time spent on rest periods or other
6 non-productive time, in violation of Labor Code § 226.2 and § 1194. For a portion of the Class
7 Period, when Plaintiff and Class Members were compensated solely on a piece rate basis, they
8 received no compensation for rest periods or other non-productive time, in violation of Labor Code
9 § 226.2 and § 1194.

10 33. Accordingly, during the Class Period, Plaintiff and Class Members did not receive
11 the requisite compensation under L.C. § 226.2 for their time spent taking statutory rest breaks.

12 34. In failing to pay Class Members for their time spent on rest periods separately,
13 particularly after *Bluford v. Safeway Stores, Inc.*, (2013) 216 Cal. App. 4th 864, *Gonzalez v.*
14 *Downtown LA Motors, LP*, (2013) 215 Cal. App. 4th 36, and the enactment of Labor Code §226.2,
15 consistent with those holdings, Defendants have operated in bad faith, given the state of the law.
16 Accordingly, pursuant to § 1194 and § 1194.2 of the California Labor Code, Plaintiff and the Class
17 Members are entitled to recover their unpaid hourly wages due, or minimum wage plus liquidated
18 damages, in an additional amount equal to the total amount of wages unlawfully withheld during
19 the Class Period for Instructors' rest time and other non-productive time.

20 35. Pursuant to § 1194.2 of the Labor Code, Plaintiff and the Class Members are also
21 entitled to recover interest, costs, and attorneys' fees associated with this cause of action.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Provide Required Meal Periods** 24 **(By Plaintiff and the Class Members against all Defendants)**

25 36. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

26 37. At all relevant times, Plaintiff and the Class Members were employees of
27 Defendants, covered by Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order.

28 38. Pursuant to Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order,
Plaintiff and the Class Members were entitled to a meal period of at least thirty (30) minutes for

1 each workday that they worked more than five (5) hours, and a second meal period of at least thirty
2 (30) minutes for each workday they worked more than ten (10) hours, and one additional hour of
3 pay for every day that all required, compliant meal period were not provided.

4 39. Defendants failed to provide Plaintiff and the Class Members meal periods in
5 accordance with Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order. As a result
6 of Defendants' willful misclassification of their workforce, Plaintiff and the Class Members were
7 not provided with meal periods by Defendants, as mandated under the Labor Code. As a result, in
8 accordance with Defendants' strict corporate policy and practice, Plaintiff and the Class Members
9 therefore forfeited meal breaks without receiving premium pay under California law. Even after re-
10 classifying Plaintiff and Class Members, Defendants continued to fail to provide all required
11 compliant meal periods or premium pay in lieu thereof.

12 40. Defendants failed to provide Plaintiff and the Class Members the additional hour of
13 pay required by Labor Code § 226.7 and the applicable I.W.C. Wage Order. Plaintiff is informed
14 and believes and thereon alleges that at all relevant times within the applicable limitations period,
15 Defendants maintained and continue to maintain a policy or practice of not paying additional pay to
16 employees for missed meal periods at the lawful rate of pay.

17 41. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
18 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages
19 owed for missed meal periods at the lawful rate of pay.

20 42. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
21 recover the full amount of their unpaid additional wages for missed meal periods. Pursuant to
22 Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable
23 attorneys' fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code §3287(a), Plaintiff
24 and the Class Members are entitled to recover prejudgment interest on the additional wages owed
25 for missed meal periods at the lawful rate of pay.

26 **FOURTH CAUSE OF ACTION**

27 **Failure to Authorize and Permit Required Paid Rest Periods**
28 (By Plaintiff and the Class Members against all Defendants)

43. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

1 44. At all relevant times, Plaintiff and the Class Members were employees of
2 Defendants covered by Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order.

3 45. Pursuant to Labor Code §§ 226.7 and 512 and the applicable I.W.C. Wage Order,
4 Plaintiff and the Class Members were entitled to properly paid rest periods of at least ten (10)
5 minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of
6 additional pay for every day that each required properly paid rest period was not authorized and
7 permitted. Further, Plaintiff and the Class Members were denied their first rest period of at least
8 ten (10) minutes for some shifts worked of at least two and a half (2.5) to four (4) hours, a first and
9 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight
10 (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts
11 worked of ten (10) hours or more.

12 46. Defendants failed to provide Plaintiff and the Class Members the additional hour of
13 pay required under Labor Code §§ 226.7 and 512 and the applicable I.W.C. Wage Order. Plaintiff
14 is informed and believes and thereon alleges that at times during the applicable limitations period,
15 Defendants maintained and continue to maintain a policy or practice of willfully misclassifying
16 their workforce and not paying additional pay to employees for missed rest periods at the lawful
17 rate of pay. Defendants also failed to provide and continue to fail to properly pay Plaintiff and
18 Class Members at the regular rate of pay for all rest periods, as required by law.

19 47. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
20 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
21 owed for missed rest periods at the lawful rate of pay.

22 48. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
23 recover the full amount of their unpaid additional wages for missed rest periods. Pursuant to Labor
24 Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable attorneys'
25 fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the
26 Class Members are entitled to recover prejudgment interest on the additional pay owed for missed
27 rest periods.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Itemized Wage Statements**

3 (By Plaintiff and the Wage Statement Subclass Members against all Defendants)

4 49. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

5 50. At all relevant times, Plaintiff and the Wage Statement Subclass Members were
6 employees of Defendants covered by Labor Code § 226.

7 51. Pursuant to Labor Code § 226(a), Plaintiff and the Wage Statement Subclass
8 Members were entitled to receive, semi-monthly or at the time of each payment of wages, an
9 accurate itemized statement showing gross wages earned; net wages earned; all applicable hourly
10 rates in effect during the pay period; and, the corresponding number of hours worked at each hourly
11 rate by the employee.

12 52. Defendants failed to provide Plaintiff and the Wage Statement Subclass Members
13 accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a) and 226.2.
14 Plaintiff is informed and believes and thereon alleges that at all relevant times since one (1) year
15 preceding the filing of the Complaint in this action (the "Penalty Period"), Defendants maintained a
16 policy or practice of failing to pay wages for time spent during rest periods separate from their
17 piece-rate compensation, failing to pay wages for non-productive time, failing to accurately record
18 all hours actually worked, failing to pay meal break premium payments, failing to pay rest period
19 premium payments to piece-rate Instructors in California, failing to pay compensation for non-
20 productive time, including rest breaks, and failing to itemize the applicable rates of compensation.
21 Defendants' practice resulted and continues to result in the issuance of non-compliant 'wage
22 statements' to Class Members that do not show the correct amount of gross wages earned, the
23 correct amount of net wages earned, the correct number of hours worked, the correct hourly rates of
24 pay in effect for each hour worked, and the correct deductions made thereto for taxing authority
25 purposes and also fail to comply with the requirements of Labor Code § 226.2(a)(2), in terms of
26 detailing the hours, rates of compensation, and total wages for rest breaks and other non-productive
27 time.

28 53. Defendants' failure to provide Plaintiff and the Wage Statement Subclass Members
with accurate itemized wage statements was knowing and intentional. Defendants had the ability to

1 provide Plaintiff and Wage Statement Subclass Members with accurate wage statements, but
2 intentionally provided 'wage statements' that Defendants knew were not accurate or compliant.

3 54. As a result of Defendants' conduct, Plaintiff and the Wage Statement Subclass
4 Members have suffered injury. The absence of accurate and complete information on their wage
5 statements has prevented timely challenges to Defendants' unlawful pay practices, required
6 discovery and mathematical computations to determine the amount of wages owed and number of
7 hours actually worked, caused difficulty and expense in attempting to reconstruct time and pay
8 records, and led to the submission of inaccurate information about wages and deductions to state
9 and federal government agencies.

10 55. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass
11 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
12 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each
13 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
14 four thousand dollars (\$4,000) per employee.

15 56. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass
16 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
17 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
18 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
19 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
20 Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered
21 as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available
22 for ensuring Defendants' compliance with Labor Code § 226(a).

23 57. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement
24 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
25 §226(e), reasonable attorneys' fees and costs of suit.

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SIXTH CAUSE OF ACTION
Failure to Pay All Wages Owed Upon Termination
(By Plaintiff and the Terminated Subclass Members against all Defendants)

58. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

59. At all relevant times, Plaintiff and the Terminated Subclass Members, were employees of Defendants covered by Labor Code §§ 201 or 202.

60. Pursuant to Labor Code §§ 201 or 202, Plaintiff and the Terminated Subclass Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

61. Defendants failed to pay Plaintiff and the Terminated Subclass Members all wages earned and unpaid prior to termination in accordance with Labor Code §§ 201 or 202. Plaintiff is informed and believes and thereon alleges that during the three (3) year limitations period applicable to this cause of action, Defendants maintained and continue to maintain a policy or practice of failing to pay all overtime wages at the lawful rate of pay, all meal period premium payments, and all rest period premium payments owed at the time of termination of employment, as well as failing to compensate Class Members for rest breaks and other non-productive time.

62. Defendants' failure to pay Plaintiff and the Terminated Subclass Members all wages earned prior to termination in accordance with Labor Code § 201 or § 202 was willful. Defendants had the ability to pay all wages earned by employees – including but not limited to overtime wages and wages for rest breaks and other non-productive time, but intentionally adopted policies or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197, and the applicable I.W.C. Wage Order(s). Defendants had the ability to pay all meal period and rest period premium payments earned by employees, but intentionally adopted policies or practices incompatible with the requirements of Labor Code §§ 226.7 and 512, and the applicable I.W.C.

1 Wage Order(s). When Defendants failed to pay upon termination all wages earned prior to
2 termination, Defendants knew what they were doing and intended to do what they did.

3 63. Pursuant to Labor Code § 201 or § 202, Plaintiff and the Terminated Subclass
4 Members are entitled to all wages earned prior to termination that Defendants did not pay them.

5 64. Pursuant to Labor Code § 203, Plaintiff and the Terminated Subclass Members are
6 entitled to penalty wages, from the day their earned and unpaid wages were due upon termination
7 until paid, up to a maximum of 30 days.

8 65. As a result of Defendants' conduct, Plaintiff and the Terminated Subclass Members
9 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
10 earned prior to termination in violation of Labor Code § 201 or § 202.

11 66. As a result of Defendants' conduct, Plaintiff and the Terminated Subclass Members
12 have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty
13 wages owed to them in violation of Labor Code § 203.

14 67. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Terminated Subclass
15 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
16 reasonable attorneys' fees and costs of suit. Plaintiff and the Terminated Subclass Members are
17 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under
18 Labor Code § 218.6 and/or Civil Code § 3287(a).

19 **SEVENTH CAUSE OF ACTION**
20 **Violation of California's Unfair Competition Law ("UCL")**
21 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**
(By Plaintiff and the Class Members against all Defendants)

22 68. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

23 69. Plaintiff brings this claim on behalf of himself and all others similarly situated in his
24 representative capacity against Defendants and Does 1 through 50, for their unlawful business acts
25 and/or practices pursuant to California Business & Professions Code § 17200, *et seq.* (the "UCL"),
26 which prohibits all unlawful business acts and/or practices.

27 70. Defendants are each a "person," as that term is defined under Cal. Bus. and Prof.
28 Code § 17021.

1 71. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
2 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
3 respect to unfair competition as follows:

4 Any person who engages, has engaged, or proposes to engage in
5 unfair competition may be enjoined in any court of competent
6 jurisdiction. The court may make such orders or judgments,
7 including the appointment of a receiver, as may be necessary to
8 prevent the use or employment by any person of any practice which
9 constitutes unfair competition, as defined in this chapter, or as may
10 be necessary to restore to any person in interest any money or
11 property, real or personal, which may have been acquired by means
12 of such unfair competition.

13 Cal. Bus. & Prof. Code § 17203.

14 72. By the conduct alleged herein, Defendants have engaged and continue to engage in
15 business practices that violate California law, including but not limited to, the applicable I.W.C.
16 Wage Order(s), the California Code of Regulations and the California Labor Code including
17 Sections 201-204, 206.5, 226.7, 226, 226.2, 226.8, 510, 512, 558, 1194, 1198, and 2750.3 for
18 which this Court should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof.
19 Code §17203, as may be necessary to prevent and remedy the conduct held to constitute unfair
20 competition, including restitution of wages and premium pay wrongfully withheld.

21 73. By the conduct alleged herein, Defendants' practices were unlawful and unfair in
22 that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or
23 substantially injurious to employees, and were without valid justification or utility for which this
24 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
25 Business & Professions Code, including restitution of wages and premium pay wrongfully
26 withheld.

27 74. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent
28 in that Defendants' uniform policy and practice willfully misclassified their employee Instructors
as independent contractors, failed to pay Plaintiff and the Class Members straight-time and
overtime wages for all time actually worked at the lawful rate of pay (including rest breaks and
other non-productive time), failed to provide lawful meal breaks and rest periods, failed to pay
wages earned each and every pay period, failed accurately to record the applicable rate(s) of all

1 time worked, and failed to pay all wages owed upon separation of employment, pursuant to the
2 applicable Cal. Lab. Code, and I.W.C. requirements in violation of Cal. Bus. Code §§ 17200, *et*
3 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. &
4 Prof. Code § 17203, including restitution of wages and premium pay wrongfully withheld.

5 75. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
6 deceptive in that Defendants' employment practices caused Plaintiff and the Class Members to be
7 underpaid during their employment with Defendants.

8 76. By the conduct alleged herein, Defendants' practices were also unfair and deceptive
9 in that Defendants' uniform policies, practices and procedures failed to provide mandatory meal
10 periods and/or rest periods to Plaintiff and the Class Members.

11 77. By and through the unlawful and unfair business practices described herein,
12 Defendants have obtained valuable property, money and services from Plaintiff and the Class
13 Members, including earned wages for all overtime worked and meal and rest period premium
14 wages, and has deprived them of valuable rights and benefits guaranteed by law and contract, all to
15 the detriment of these employees and to the benefit of Defendants, so as to allow Defendants to
16 unfairly compete against competitors who comply with the law.

17 78. All of the acts described herein as violations of, among other things, the I.W.C.
18 Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful
19 and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were
20 deceptive, and thereby constitute unlawful, unfair, and/or deceptive business practices, in violation
21 of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

22 79. Plaintiff and the Class Members are entitled to, and do, seek such relief as may be
23 necessary to restore to them the money and property which Defendants have acquired, or of which
24 Plaintiff and the Class Members have been deprived, by means of the above described unlawful
25 and unfair business practices, including earned but unpaid wages for all time worked.

26 80. Plaintiff and the Class Members are further entitled to, and do, seek a declaration
27 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
28

1 should be issued restraining Defendants from engaging in any unlawful and unfair business
2 practices in the future.

3 81. Plaintiff and the Class Members have no plain, speedy and/or adequate remedy at
4 law that will end the unlawful and unfair business practices of Defendants. Further, the practices
5 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
6 practices described herein, Plaintiff and the Class Members have suffered and will continue to
7 suffer irreparable legal and economic harm unless Defendants are restrained from continuing to
8 engage in these unlawful and unfair business practices.

9 82. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief,
10 including restitution, attorneys' fees and costs, declaratory relief, and a permanent injunction
11 enjoining Defendants from their unlawful and/or unfair activity.

12 **EIGHTH CAUSE OF ACTION**
Violation of the Private Attorney General Act
[Cal. Bus. & Prof. Code §§ 2698 *et seq.*]

13 (By Plaintiff on behalf of all aggrieved employees against all Defendants)

14 83. Plaintiff and all aggrieved employees of all Defendants incorporate all of the
15 preceding paragraphs as though fully set forth herein.

16 84. PAGA is a mechanism by which the State of California itself can enforce state labor
17 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
18 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
19 a law enforcement action designed to protect the public and not to benefit private parties. The
20 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
21 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
22 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
23 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
24 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

25 85. Plaintiff brings this Representative Action on behalf of the State of California with
26 respect to himself and all individuals who have performed work for Defendants in the State of
27 California as Skydiving Instructors and/or similarly titled job positions at any time since January
28 17, 2019 (the "Aggrieved Employees").

86. On January 17, 2020, Counsel for Plaintiff on behalf of Piccolo gave written notice by online filing to the LWDA and the employer via U.S. Certified Mail Return-Receipt of the specific code provisions alleged to have been violated as required by Labor Code § 2699.3. (*See Exhibit 1*). The statutory waiting period to commence this action has expired. As a result, pursuant to § 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to § 2699 as the proxy of the State of California with respect to all Aggrieved Employees, as herein defined.

87. The policies, acts, and practices heretofore described were and are an unlawful business act or practice because of Defendants' failure to pay all owed wages at the lawful rate of pay for all work actually performed (including failing to pay overtime wages at the lawful regular rate of pay even after employees began receiving a base hourly rate after re-classification occurred); failure to pay wages at the lawful rate for all rest periods and other non-productive time; failure to provide lawful meal periods; failure to provide lawful rest periods; failure to pay all wages owed every pay period; failure to provide accurate itemized wage statements; and failure to provide all wages owed upon separation of employment, and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff hereby seeks recovery of civil penalties, as prescribed by PAGA, as the representative of the State of California, for the illegal conduct perpetrated on Plaintiff and the other Aggrieved Employees, against whom one or more of the violations of the California Labor Code was committed.

PRAYER FOR RELIEF

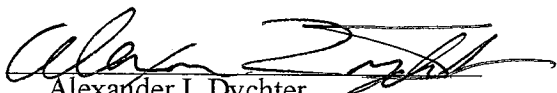
WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a class action;
- B. An order appointing Plaintiff as representative for the Class;
- C. An order appointing Plaintiff's counsel as counsel for the Class;
- D. Civil Penalties under Labor Code § 226.8;
- E. Damages for unpaid minimum and overtime wages;

- 1 F. Civil Penalties under Labor Code § 226(e);
2 G. Damages for unpaid additional pay owed for missed meal breaks pursuant to Labor
3 Code § 226.7;
4 H. Damages for unpaid additional pay owed for missed rest periods pursuant to Labor
5 Code § 226.7;
6 I. Damages for unpaid compensation during rest periods and other non-productive
7 time, pursuant to Labor Code § 226.2, § 1194, and § 1194.2;
8 J. Damages for unpaid final wages under Labor Code § 201 or § 202;
9 K. Damages for penalty wages under Labor Code § 203;
10 L. Restitution for unpaid wages under Business and Professions Code § 17203;
11 M. Recovery of civil penalties as prescribed by PAGA;
12 N. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code §
13 2699(g);
14 O. Prejudgment interest at the maximum legal rate;
15 P. Reasonable attorneys' fees;
16 Q. Costs of suit; and,
17 R. Such other relief as the Court may deem just and proper.

18
19 Dated: Sept. 14, 2020

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

21 By: 
Alexander I. Dychter
Attorneys for Plaintiff Piccolo

23 **DEMAND FOR JURY TRIAL**

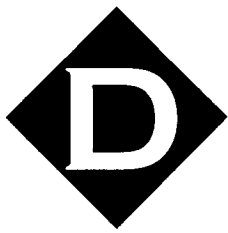
24 Plaintiff demands a trial by jury for himself and the Class on all claims so triable.

25 Dated: Sept. 14, 2020

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

27 By: 
Alexander I. Dychter
Attorneys for Plaintiff Piccolo

EXHIBIT 1



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

1010 SECOND AVENUE, SUITE 1835, SAN DIEGO, CALIFORNIA 92101
TEL 619.487.0777 | FAX 619.330.1827

January 17, 2020

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

GOJUMP OCEANSIDE, LLC
c/o Mr. Gary Moyer
501 West Broadway, Ste. 1450
San Diego, CA 92101

GOJUMP SANTA CRUZ, LLC
c/o Mr. Gary Moyer
501 West Broadway, Ste. 1450
San Diego, CA 92101

GOJUMP AMERICA, LLC
c/o Registered Agents, Inc.
401 Ryland St., Ste. 200-A
Reno, NV 89502

VIA ONLINE FILING ONLY

California Labor & Workforce Development Agency ("LWDA")

Re: Notice of Violation of California Labor Code Sections 201-204, 226, 226.2, 226.7, 226.8, 450, 510, 512, 1194, 1194.2, 1197; Industrial Welfare Commission Wage Order(s), And Pursuant To California Labor Code Section 2699.5

Dear Sir/Madam,

Our office represents Plaintiff Paul Piccolo (the "Plaintiff"), and other aggrieved employees in a class action lawsuit against GOJUMP OCEANSIDE, LLC *dba* GOJUMP AMERICA (the "Defendant"¹), a California Corporation. Plaintiff and other Skydiving Instructors and/or similarly titled job positions in the State of California were improperly classified by Defendants as "independent contractors." Defendant has failed to pay all owed wages at the lawful rate of pay for all work actually performed (including failing to pay overtime wages at the lawful regular rate of pay even after employees began receiving a base hourly rate after re-classification occurred), failed to pay wages for all rest periods and other non-productive time, failed to provide lawful meal periods, failed to provide lawful rest periods, failed to pay all wages owed every pay period, failed to provide accurate itemized wage statements, and failed to pay all wages owed upon separation of employment, in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

¹ Plaintiff anticipates amending his Complaint to add GoJump Santa Cruz, LLC and GoJump America, LLC as additionally named Defendants in this action.

A true and correct copy of the Complaint filed by Plaintiff on January 17, 2020 is attached hereto as **Exhibit 1**, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (v) sets forth the illegal practices used by Defendant. This information provides notice to the Labor and Workforce Development Agency ("LWDA") of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask. Attachment of **Exhibit 1** herein is **NOT** meant to act as "service" of the Complaint on Defendant GoJump Oceanside, LLC. Service of the attached **Exhibit 1** will be conducted by Plaintiff on Defendant GoJump Oceanside, LLC in the near future.

This Notice is provided to enable the Plaintiff to proceed with the Complaint filed in the Superior Court of California – County of San Diego on January 17, 2020 against Defendant GOJUMP OCEANSIDE, LLC as authorized by California Labor Code Section 2699, *et seq.*² The pending class action lawsuit consists of a Class of other aggrieved Skydiving Instructors and/or similarly titled job positions at any time since January 17, 2016 in the State of California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved Class Members.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC



Alexander I. Dychter, Esq.
Attorneys for Plaintiff
Paul Piccolo

encl: **Exhibit 1** = copy of Conformed Complaint filed on Jan. 17, 2020

² Plaintiff Piccolo anticipates amending his Complaint to **add** "GoJump Santa Cruz, LLC" and "GoJump America, LLC" as additionally named Defendants in this action and therefore Plaintiff seeks, via this PAGA Notice Letter, to exhaust his administrative PAGA requirements as they pertain to each of these two additional entities - "GoJump Santa Cruz, LLC" and "GoJump America, LLC."

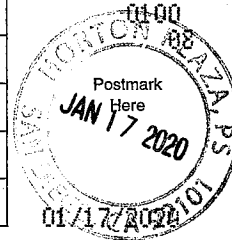
7012 2920 0001 1935 8507

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SAN DIEGO, CA 92101

Postage	\$3.50
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$1.60
	\$7.90



Sent To **GoJump Oceanside**
Street, Apt. No.; or PO Box No. **c/o Mr. Gary Mayer**
City, State, ZIP+4 **501 West Broadway, Ste. 1450**
San Diego, CA 92101

PS Form 3800, August 2006

See Reverse for Instructions

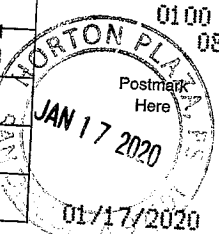
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SAN DIEGO, CA 92101

Postage	\$3.50
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$1.60
	\$7.90



Sent To **GoJump Santa Cruz**
Street, Apt. No.; or PO Box No. **c/o Mr. Gary Mayer**
City, State, ZIP+4 **501 West Broadway, Ste. 1450**
San Diego, CA 92101

PS Form 3800, August 2006

See Reverse for Instructions

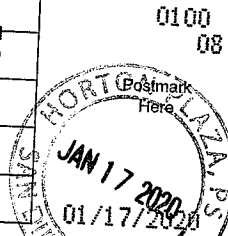
7012 2920 0001 1935 8460

U.S. Postal Service™
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RENO, NV 89502

Postage	\$3.50
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$1.60
	\$7.90



Sent To **GoJump Amnence**
Street, Apt. No.; or PO Box No. **c/o Registered Agents, Inc.**
City, State, ZIP+4 **401 Ryland St. Ste. 200-A**
Reno, NV 89502

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GOJUMP OCEANSIDE, LLC
 c/o Mr. Gary Moyer
 501 West Broadway, Ste. 1450
 San Diego, CA 92101



9590 9402 3387 7227 2860 07

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8507

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 X *John J. Bal* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

1-21-79

 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GOJUMP SANTA CRUZ, LLC
 c/o Mr. Gary Moyer
 501 West Broadway, Ste. 1450
 San Diego, CA 92101



9590 9402 3387 7227 2859 84

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8477

PS Form 3811, July 2015 PSN 7530-02-000-9053

A. Signature

 X *John J. Bal* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

1-21-79

 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GOJUMP AMERICA, LLC
 c/o Registered Agents, Inc.
 401 Ryland St., Ste. 200-A
 Reno, NV 89502



9590 9402 3387 7227 2860 21

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8460

PS Form 3811, July 2015 PSN 7530-02-000-9053

A. Signature

 X *Melissa Welch* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

1/21/2000

 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

From: LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date: January 17, 2020 at 4:17:15 PM PST
To: Alexander Dychter <Alex@dychterlaw.com>
Subject: Thank you for submission of your PAGA Case.

1/17/2020

LWDA Case No. LWDA-CM-767650-20
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Paul Piccolo
Employer: GoJump Oceanside, LLC dba GoJump America

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Date: January 21, 2020 at 11:21:22 AM PST
To: Alexander Dychter <Alex@dychterlaw.com>
Subject: Thank you for your Court Complaint Submission
Reply-To: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

01/21/2020 11:21:14 AM

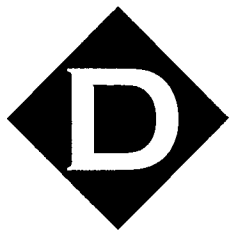
Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

1010 SECOND AVENUE, SUITE 1835, SAN DIEGO, CALIFORNIA 92101
TEL 619.487.0777 | FAX 619.330.1827

January 17, 2020

VIA REGULAR U.S. MAIL

Department of Industrial Relations
Attn: Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

**Re: INITIAL PAGA NOTICE FILING FEE
LWDA Case No. LWDA-CM-767650-20**

Dear Sir/Madam,

Our office represents Plaintiff Paul Piccolo (the "Plaintiff"), and other aggrieved skydiving instructors and/or similarly titled positions in a class action lawsuit against Defendants GoJump Oceanside, LLC *dba* GoJump America; GoJump Santa Cruz, LLC *dba* GoJump America; and, GoJump America, LLC ("Defendants") that was filed on January 17, 2020, in the Superior Court of California – County of San Diego.

Pursuant to California Labor Code Section 2699.3, enclosed please find check #1831 in the amount of **\$75.00** for the new PAGA claim notice.

If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,

**DYCHTER LAW OFFICES, APC
United Employees Law Group, PC**

Alexander I. Dychter, Esq.

Attorneys for Plaintiff
Paul Piccolo

encl: Check #1831 for \$75.00 to LWDA

1 Paul Piccolo v. GoJump Oceanside, LLC
2 Superior Court of California, County of San Diego
(Case No. 37-2020-00003052-CU-OE-CTL)

3 **PROOF OF SERVICE**

4 **STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

5 I, the undersigned, am over the age of 18 years and not a party to this action. My
business address is 180 Broadway, Suite 1835, San Diego, California 92101.

6 On the date of execution hereof, I caused to be served the following attached document:

7 **FIRST AMENDED COMPLAINT**

8 on the interested parties in this action, addressed as follows:

9 **Counsel for Defendant GoJump Oceanside, LLC:**

10 Ms. Elyssa Kulas, Esq.
FERRIS & BRITTON
11 501 West Broadway, Suite 1450
San Diego, California 92101
12 Telephone: (619) 233-3131
Facsimile: (619) 232-9316
13 E-Mail: ekulas@ferrisbritton.com
(via e-mail service only)

Co-Counsel for Plaintiff Piccolo:

Mr. Walter L. Haines, Esq.
United Employees Law Group, PC
5500 Bolsa Ave., Ste. 201
Huntington Beach, CA 92649
Telephone: (562) 256-1047
Facsimile: (562) 256-1006
E-Mail: admin@uelglaw.com
(via e-mail service only)

14
15 Using the following service method(s):

16 **[XX] BY ELECTRONIC MAIL SERVICE:** Pursuant to Executive Order N-38-20 and any
17 additional Orders related to "electronic service" issued by the Governor of California
18 and/or the Chief Justice for the Supreme Court of California, Plaintiff hereby serves the
above listed documents *via e-mail only* to the e-mail addresses as listed on the caption
19 page of Defendant's "Answer." The transmission was reported as complete and without
error. My electronic notification address is: Alex@DychterLaw.com

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

21 Executed on September 14, 2020, at San Diego, California.

22 
23 Alexander I. Dychter