

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/27/2020 at 03:48:51 PM

Clerk of the Superior Court
By Megan Dietenhofer, Deputy Clerk

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

DIVERSIFIED COMMUNICATIONS SERVICES, INC.; and
DOES 1 THROUGH 50, Inclusive.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JEFFREY MANDELL, on behalf of all aggrieved employees of
DEFENDANT in the State of California.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of San Diego
330 W. Broadway
San Diego, CA 92101

CASE NUMBER:
(Número del Caso): **37-2020-00030134-CU-06-CTL**

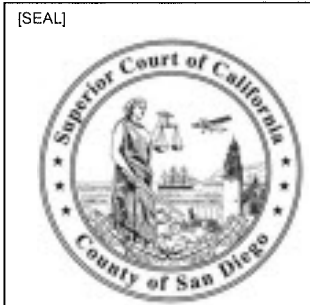
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Graham S.P. Hollis (SBN 120577)/Vilmarie Cordero (SBN 268860)/Hali M. Anderson (SBN 261816) (619)692-0800
3555 Fifth Avenue, Suite 200, San Diego, CA 92103

DATE: 08/28/2020
(Fecha)

Clerk, by _____, Deputy
(Secretario) **M. Dietenhofer** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): GRAHAMHOLLIS, A.P.C. Graham S.P. Hollis (SBN 120577); Vilmarie Cordero (SBN 268860) Hali M. Anderson (SBN 261816) 3555 Fifth Avenue, Suite 200, San Diego, CA 92103 TELEPHONE NO.: (619) 692-0800 FAX NO.: (619) 692-0822 ATTORNEY FOR (Name): Plaintiff Jeffrey Mandell		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 08/27/2020 at 03:48:51 PM Clerk of the Superior Court By Megan Diethofer, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Hall of Justice		CASE NUMBER: 37-2020-00030134-CU-OE-CTL JUDGE: Judge Ronald F. Frazier DEPT:	
CASE NAME: Mandell v. Diversified Communications Services, Inc.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **One (1)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **August 27, 2020**
Hali M. Anderson

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

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7 Attorneys for Plaintiff JEFFREY MANDELL

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN DIEGO

10 JEFFREY MANDELL, on behalf of all
aggrieved employees of DEFENDANT in the
11 State of California,

12 Plaintiff,

13 v.

14 DIVERSIFIED COMMUNICATIONS
SERVICES, INC.; and DOES 1 THROUGH 50,
15 Inclusive,

16 Defendant.

Case No.: 37-2020-00030134-CU-OE-CTL

*Unlimited Civil-
Amount Demanded Exceeds \$25,000.00*

**REPRESENTATIVE ACTION FOR PAGA
PENALTIES**

[Labor Code § 2698, *et. seq.*]

Representative Claims Under the Labor Code
Private Attorneys General Act (PAGA)

18 Plaintiff JEFFEREY MANDELL (“Plaintiff” or “MANDELL”), individually and on behalf of all
19 other aggrieved employees of Defendant DIVERSIFIED COMMUNICATIONS SERVICES, INC., and
20 DOES 1 THROUGH 50, inclusive, “(Defendants)” alleges as follows:

21 **I.**

22 **INTRODUCTION**

23 1. Plaintiff MANDELL brings this representative action pursuant to the Private Attorneys
24 General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) against Defendant, and
25 DOES 1 through 100, inclusive, for engaging in wage and hour violations under the California Labor
26 Code and the applicable IWC Wage Order.

27 2. Plaintiff brings this representative action seeking civil penalties pursuant to PAGA on
28

1 behalf of all other current and former non-exempt employees of Defendants who performed worked in
2 the State of California and who suffered at least one of the wage and hour violations described herein
3 during the relevant time period (hereinafter “aggrieved employees”).

4 3. Defendants’ wage and hour and IWC Wage Order violations toward Plaintiff and other
5 aggrieved employees in California include, *inter alia*:

- 6 a. Failure to provide compliant meal periods;
- 7 b. Failure to authorize and permit rest periods;
- 8 c. Failure to pay all minimum and regular wages;
- 9 d. Failure to pay all overtime wages;
- 10 e. Failure to pay reporting time pay;
- 11 f. Failure to pay all prevailing wages.
- 12 g. Failure to indemnify necessary business expenses;
- 13 h. Failure to maintain accurate records;
- 14 i. Failure to provide accurate itemized wage statements; and
- 15 j. Failure to timely pay wages due during and upon separation of employment.

16 4. Plaintiff brings this PAGA representative action against Defendants on behalf of all
17 aggrieved employees of Defendants in California seeking only those PAGA civil penalties that are
18 required to be shared with the LWDA and no individual relief or underpaid wages, pursuant to
19 California Labor Code Sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558,
20 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1720, 1771, 1776, 1811, 1812, 1813,
21 1815, and 2802, *et seq.*

22 5. Plaintiff reserves the right to name additional PAGA representatives throughout the State
23 of California.

24 II.

25 **PARTIES, JURISDICTION AND VENUE**

26 6. Plaintiff MANDELL is an individual residing in Orange County and a former employee of
27 Defendants. Plaintiff MANDELL worked as a lead electrician at the Brea, California location of
28 Defendants’ company, which specializes in commercial radio communication systems.

1 7. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section 2699(c)
2 because she was employed by Defendants and suffered one or more of the violations committed by
3 Defendants.

4 8. At all relevant times, Plaintiff and, on information and belief, other non-exempt
5 employees
6 of Defendants in California were subject to the same policies, practices, and procedures governing the
7 control and payment of wages earned and hours worked.

8 9. Defendant DIVERSIFIED COMMUNICATIONS SERVICES, INC. is incorporated under
9 the laws of the State of California and has its principal place of business in Brea, California. Defendant
10 does business throughout the State of California, including the County of San Diego.

11 10. Defendants’ wrongful conduct, as herein alleged, occurred in the County of San Diego
12 and in various counties throughout the State of California.

13 11. Plaintiff is informed and believes, and thereon alleges, that Defendants are and, at all
14 relevant times, was authorized to do business and did business in the State of California and were
15 Plaintiff’s and aggrieved employees’ “employer” as defined in and subject to the California Labor Code
16 and Industrial Welfare Commission Wage Orders.

17 12. Each of the fictitiously named Defendants participated in the acts alleged in this
18 Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,
19 inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true
20 names and capacities of these fictitiously named Defendants when their true names are ascertained.
21 Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious Defendants have
22 participated in the acts alleged in this Complaint.

23 13. Plaintiff and all other aggrieved employees are and, at all relevant times, were employees
24 of each Defendant, including DOES 1 THROUGH 50, within the meanings set forth in the California
25 Labor Code and applicable Industrial Welfare Commission Wage Order.

26 14. At all relevant times, each Defendant, whether named or fictitious, was the agent,
27 employee or other person acting on behalf of each other Defendant, and, in participating in the acts
28 alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of

1 the other.

2 15. Each Defendant, whether named or fictitious, exercised control over Plaintiff's wages,
3 working hours, and/or working conditions.

4 16. Each Defendant, whether named or fictitious, acted in all respects pertinent to this action
5 as the agent of the other Defendants, carried out a joint scheme, business plan or policy, and the acts of
6 each Defendant are legally attributable to the other Defendants.

7 17. Each Defendant, whether named or fictitious, was the alter ego of each of the other
8 Defendants at all relevant times herein.

9 18. A unity of interest and ownership between each Defendant, whether named or fictitious,
10 exists such that all Defendants acted as a single employer of Plaintiff and all other aggrieved employees.

11 19. Defendants, including DOES 1 THROUGH 50, were Plaintiff's employers or persons
12 acting on behalf of Plaintiff's employer, within the meaning of California Labor Code section 558, who
13 violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any
14 provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as
15 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558,
16 at all relevant times.

17 20. Defendants, including DOES 1 THROUGH 50, were Plaintiff's employers or persons
18 acting on behalf of Plaintiff's employer either individually or as an officer, agent, or employee of
19 another person, within the meaning of California Labor Code section 1197.1, who paid or caused to be
20 paid to any employee a wage less than the minimum fixed by California state law, and as such, are
21 subject to civil penalties for each underpaid employee.

22 21. This Court has jurisdiction over Plaintiff's claims for civil penalties under the Private
23 Attorneys General Act of 2004, Cal. Labor Code §2698 et seq.

24 22. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395(a) and
25 395.5 because Defendant resides, maintains its principal California offices, transacts business, and/or
26 has an agent in San Diego County and Defendants are otherwise within this Court's jurisdiction for
27 purposes of service of process. On information and belief, Defendants employ numerous individuals
28 throughout San Diego County and other counties throughout the State of California.

III.

GENERAL ALLEGATIONS

23. Defendant DIVERSIFIED COMMUNICATIONS SERVICES, INC. is a California corporation that specializes in commercial radio communications systems, personal communication services systems, and cellular services systems.

24. Plaintiff MANDELL worked for Defendants as a lead electrician at the Brea, California location from approximately July 2012 to October 2019.

25. Generally, Plaintiff's job duties as an electrician included reporting to various contracted job sites, including "Public Works" jobsites, to repair and/or install various communications systems. As a lead electrician, Plaintiff incurred additional job duties including, but not limited to, filling out daily logs for his job site, answering work related calls and text messages, and responding to work-related e-mails from Defendants and Defendants' customers.

26. Plaintiff typically worked ten hours per shift and fifty hours per week, but occasionally worked overtime. At the time of his resignation, Plaintiff was paid an hourly rate of \$32.00 per hour for regular work, and the prevailing wage for prevailing wage work, although he was underpaid for most of his prevailing wage work.

27. On information and belief, Plaintiff and other aggrieved employees of Defendants were subject to the same policies, practices, and procedures governing the control and payment of wages and hours worked and were denied specific rights afforded to them under the California Labor Code and applicable IWC Wage Order.

28. Defendants failed to properly authorize and permit Plaintiff and other aggrieved employees who worked for a work period of more than five hours in a workday to take a meal period of at least 30 minutes. For example, Defendants' policies did not permit Plaintiff and other aggrieved employees to clock out for their meal periods. Rather, Plaintiff and other aggrieved employees were required to work through their meal periods to enable them to finish the jobs as quickly as possible in order to move on to the next jobsite.

29. Defendants failed to pay Plaintiff and, on information and belief, other aggrieved employees a premium wage equivalent to one hour pay at their regular rate of pay for all the times that

1 Defendants failed to provide them with compliant meal periods in accordance with the Meal Periods
2 section of the applicable IWC Wage and Labor Code section 226.7.

3 30. For the same reasons, Defendants also failed to properly authorize and permit Plaintiff and
4 other aggrieved employees to take duty-free rest periods of at least 10 minutes for every four-hour work
5 period, or major fraction thereof. For example, Defendants required Plaintiff and other aggrieved
6 employees to work through their rest periods and did not relieve Plaintiff and other aggrieved employees
7 of all duties. Therefore, Plaintiff and other aggrieved employees were entirely prevented from taking
8 off-duty 10-minute rest periods.

9 31. Defendants failed to pay Plaintiff and, on information and belief, other aggrieved
10 employees a premium wage equivalent to one hour of pay at their regular rate of pay for all the times
11 that Defendants failed to authorize and permit them to take duty-free rest periods in accordance with the
12 Rest Periods section of the applicable IWC Wage Order and Labor Code section 226.7.

13 32. Defendants failed to pay Plaintiff and, on information and belief, other aggrieved
14 employees all minimum and regular wages as required by law. For example, Defendants did not
15 compensate Plaintiff and, on information and belief other aggrieved employees for the time they spent
16 on-duty and working during their interrupted meal periods. Therefore, Plaintiff and other aggrieved
17 employees were not compensated all minimum and regular wages.

18 33. Additionally, Defendants failed to pay Plaintiff and, on information and belief, other
19 aggrieved employees overtime wages as required by law. For example, Defendants' policies required
20 employees to work off-the-clock before and after their scheduled shifts without *any* compensation. For
21 example, as a lead electrician, Plaintiff was required to fill out daily logs and answer work related phone
22 calls and respond to work related e-mails after work hours. Moreover, Defendants' policies also required
23 Plaintiff and, on information and belief, other aggrieved employees to work and clock in on a time sheet
24 at the office at the beginning of their shift, but required employees to clock out while still at their job
25 site, immediately after they were done with their final job.

26 34. Furthermore, Defendants required Plaintiff and, on information and belief, other aggrieved
27 employees to monitor and respond to any potential calls or emails from Defendants and Defendants'
28 customers at all times, including after hours and off-the-clock. For example, Plaintiff and on information

1 and belief, other aggrieved employees regularly received phone calls and text messages from
2 Defendants, while they were off the clock, regarding work-related issues such as scheduling conflicts
3 and dispatch times. Defendants did not compensate Plaintiff and, on information and belief, other
4 aggrieved employees for the time spent monitoring and responding to calls or emails. Defendants failed
5 to compensate at least minimum wages, regular wages and/or premium overtime wages for all hours
6 worked due to the Defendants' policy requiring employees to work off-the-clock.

7 35. Defendants failed to pay Plaintiff and, on information and belief, other aggrieved
8 employees reporting time pay for the time they spend on call. For example, Defendants released each
9 workday's schedule at 5:00 p.m. the night before employees were scheduled to report to their jobsite
10 location. The workday's schedule typically listed employees' specific job site location and reporting
11 times for the day. Defendants' typical workday started at 10:00 a.m. However, if, on a Tuesday night for
12 example, an employee had the words "call in" next to their job site location, Defendants required the
13 employee to call Defendants office at 8:00 a.m. on Wednesday morning to see if any of the job sites
14 needed additional help. If Defendants did not need the additional help the employee did not have to
15 report to work that day. As a result of Defendants' scheduling practices, Plaintiff and, on information
16 and belief, other aggrieved employees were unable to make other arrangements or plans for the day until
17 after they called Defendants and Defendants cleared them. Defendants failed to compensate Plaintiff
18 and, on information and belief, other aggrieved employees were not paid for the time they spent
19 reporting in as required by California law.

20 36. Defendants failed to indemnify Plaintiff and, on information and belief, other aggrieved
21 employees for all necessary expenses that were incurred in the discharge of their job duties. For
22 example, Plaintiff and, on information and belief, other aggrieved employees regularly received phone
23 calls and text messages on their personal cell phones from Defendants and Defendants' customers
24 regarding work-related issues such as scheduling, shift coverage, dispatch times, and customer concerns
25 or complaints. Although Defendants reimbursed employees \$7.50 per pay period for their cell phone
26 use, that payment amount was insufficient to cover the actual costs associated with their personal cell
27 phone use.

28 37. In addition, Plaintiff and, on information and belief, other aggrieved employees were

1 required to buy hand tools, power tools, and other equipment and supplies over the course of their
2 employment. For example, Plaintiff estimates that he spent roughly two thousand five hundred dollars
3 (\$2,500.00) on cordless tools and various other equipment, which were necessary to perform his
4 essential job duties. Defendants never reimbursed Plaintiff and, on information and belief, other
5 aggrieved employees for the money spent on their equipment as required by California law. Therefore,
6 Plaintiff and other aggrieved employees were not indemnified for all necessary business expenses
7 incurred.

8 38. Defendants failed to pay Plaintiff and, on information and belief, other aggrieved
9 employees the prevailing wage as required by law. For example, Defendants required Plaintiff and, on
10 information and belief, other aggrieved employees to work in excess of eight hours in one calendar day
11 and forty hours during any one week in order to timely complete Defendants' "public works" contracted
12 jobs. Defendants failed to compensate Plaintiff and, on information and belief, other aggrieved
13 employees for all hours worked in excess of eight hours per day at not less than 1 ½ times the basic rate
14 of pay. Therefore, Plaintiff and other aggrieved employees were not paid the prevailing wage as required
15 by law.

16 39. As a direct consequence of Defendants' illegal policies, Defendants failed to record all
17 hours worked by Plaintiff and, on information and belief, other aggrieved employees, including but not
18 limited to, Defendants' failure to record the proper beginning and end of each work period, the total
19 hours worked during the pay period, the applicable rates of pay, including the prevailing wage, and the
20 wages paid. Further, Defendants' time records do not reflect the time Plaintiff and, on information and
21 belief other aggrieved employees spent performing off-the-clock work. As a result, the records
22 maintained by Defendants for Plaintiff and, on information and belief, other aggrieved employees are
23 incomplete and inaccurate and fail to comply with the requirements of Labor Code section 1174(d),
24 1776, 1812, and the Records section of the applicable IWC Wage Order.

25 40. For the same reasons, Defendants intentionally and knowingly failed to provide accurate
26 itemized wage statements for Plaintiff and, on information and belief, other aggrieved employees. For
27 example, the itemized wage statements did not include the correct total regular, minimum, and overtime
28 hours worked, including wages for reporting time and prevailing wage pay, the correct applicable hourly

1 rates of pay, total hours worked, the one-hour additional rate of regular pay for not taking compliant
2 meal and/or rest periods, the correct amount of gross and net wages earned, or the reimbursement for
3 cell phone use and purchased equipment.

4 41. As a direct consequence of Defendants' illegal policies, Plaintiff and, on information and
5 belief, other aggrieved employees were not properly compensated by Defendants for all hours worked
6 and were not paid all compensation due and owing, including all minimum, regular and rest period
7 premium wages. For example, Defendants required Plaintiff and, on information and belief, other
8 aggrieved employees to work through their meal and rest periods. Despite the fact these hours were
9 compensable through premium wages, Defendants did not provide proper remuneration. As a result, the
10 itemized wage statements furnished by Defendants were inaccurate.

11 42. Further, Defendants willfully failed to pay Plaintiff and, on information and belief, other
12 aggrieved employees in California by the times set forth by Labor Code sections 201, 202 and 204 all
13 minimum, and regular wages for all hours worked and all rest period premium wages earned and owed
14 during their employment and/or upon separation of their employment.

15 43. Defendants maintained a pattern and practice of failing to timely pay Plaintiff and other
16 aggrieved employees' wages due and owing, as required by Labor Code sections 201 and 202.
17 Defendants failed to pay Plaintiff and other aggrieved employees' wages due and owing at the time of
18 termination of their employment because Defendants willfully failed to pay Plaintiff and other aggrieved
19 employees all minimum and regular wages owed, as well as meal and rest period premium wages owed
20 upon their separation of employment. For example, at the time of Plaintiff's separation of employment
21 with Defendants, Defendants did not provide Plaintiff with all wages due and owing for all hours
22 worked, including those worked while off the clock, the time spent reporting for work, meal and rest
23 period premium wages owed, and business expenses incurred.

24 **IV.**

25 **THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

26 **REPRESENTATIVE ACTION DESIGNATION**

27 44. Plaintiff hereby incorporates by reference all preceding paragraphs set forth above as
28 though fully set forth herein.

45. The Causes of Action alleged herein is appropriately suited for a Labor Code Private Attorneys General Act of 2004 (“PAGA”) action because:

a. Pursuant to California Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the California Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or himself and all other current or former employees pursuant to the procedures specified in section 2699;

b. This action involves allegations of violations of provisions of the California Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies or employees;

c. Plaintiff is an “aggrieved employee” because she was employed by the alleged violators and had one or more of the alleged violations committed against her;

d. On March 27, 2020, Plaintiff satisfied the procedural requirements of section 2699.3 by serving the LWDA electronically and Defendant DIVERSIFIED COMMUNICATIONS SERVICES, INC., via Certified Mail with his notice for wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct copy of Plaintiff’s notice and proof of service is attached as **Exhibit A**.

e. More than 65 days have passed since Plaintiff served notice via Certified Mail to the LWDA and his employer. Therefore, Plaintiff satisfied all the administrative requirements to pursue civil penalties against Defendants pursuant to Labor Code section 2698, *et seq.*

f. Plaintiff filed this action pursuant to Labor Code section 2699(a) and (f), on behalf of himself and all other aggrieved employees of Defendants to recover civil penalties, including unpaid wages, which are to be paid to the affected employees pursuant to Labor Code sections 558 and 1197.1.

g. Defendants were Plaintiff’s employer or person acting on behalf of Plaintiff’s employer, within the meaning of California Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours

1 and days of work in any order of the Industrial Welfare Commission and, as such, is subject to civil
2 penalties for each underpaid employee, as set forth in Labor Code section 558, at all relevant times.

3 h. Defendants were Plaintiff's employer or person acting on behalf of Plaintiff's
4 employer either individually or as an officer, agent, or employee of another person, within the meaning
5 of California Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less
6 than the minimum fixed by California state law, and as such, is subject to civil penalties for each
7 underpaid employee, as well as liquidated damages pursuant to Labor Code section 1194.2, and any
8 applicable penalties imposed pursuant to Labor Code section 203.

9 i. Plaintiff filed this action pursuant to Labor Code section 2699(a) and (f), on
10 behalf of himself and all other aggrieved employees of Defendants to recover civil penalties, to the
11 extent that those civil penalties will be shared with the LWDA. Plaintiff expressly disclaims the
12 recovery of any individual/victim specific relief or underpaid wages.

13 **V.**

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **REPRESENTATIVE CLAIMS UNDER THE CALIFORNIA LABOR CODE**
17 **PRIVATE ATTORNEYS GENERAL ACT (PAGA)**
(Labor Code section 2698, *et seq.*)

18 (Alleged by Plaintiff On Behalf of All Aggrieved Employees Against All Defendants)

19 46. Plaintiff hereby incorporates by reference all preceding paragraphs set forth above as
20 though fully set forth herein.

21 47. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for
22 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
23 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
24 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
25 other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

26 48. This cause of action involves allegations of violations of Labor Code sections 201, 202,
27 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197,
28 1197.1, 1198, 1199, 1720, 1771, 1776, 1811, 1812, 1813, 1815, and 2802, *et seq.*, which, pursuant to

1 Labor Code section 2699.5, provide for a civil penalty to be assessed and collected by the LWDA or
2 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
3 other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

4 49. Plaintiff exhausted his obligation to provide administrative notice and now seeks penalties
5 on behalf of himself and other current and former California employees of Defendants.

6 50. Pursuant to Labor Code section 2699(a), Plaintiff seeks civil penalties, on behalf of herself
7 and all other current and former employees of Defendants that worked as Non-Exempt employees at one
8 of Defendants' locations in California (collectively referred to as the "aggrieved employees").

9 51. Defendants employed Plaintiff and Plaintiff had one or more of the alleged violations
10 committed against him. Therefore, Plaintiff is an "aggrieved employee" under PAGA because the
11 alleged violator employed him, and he had one or more of the alleged violations committed against him.
12 As such, Plaintiff is properly suited to represent the interests of other aggrieved employees in a PAGA
13 Representative action.

14 52. Plaintiff seeks to recover civil penalties, including underpaid wages pursuant to Labor
15 Code sections 558 and 1197.1, on behalf of himself and other aggrieved employees for Defendants'
16 violations of the Labor Code, including but not limited to Defendants' violations of Labor Code sections
17 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194,
18 1194.2, 1197, 1197.1, 1198, 1199, 1720, 1771, 1776, 1811, 1812, 1813, 1815, and 2802, *et seq.* For all
19 provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code section
20 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved
21 employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved
22 employee per pay period for each subsequent violation.

23 53. Defendants violated Labor Code sections 226.7, 512, and 1198 by failing to provide
24 Plaintiff and aggrieved employees with lawfully compliant meal periods and by failing to pay them meal
25 period premium wages for each day a meal period was not provided. Under Labor Code section
26 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100.00) for each aggrieved
27 employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and two
28 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

54. Defendants violated Labor Code sections 226.7 and 1198 by failing to authorize and permit Plaintiff and aggrieved employees to take duty-free rest periods and by failing to pay them rest period premium wages for each day a rest period was not provided. Under Labor Code section 2699(f)(2), Defendants is subject to a civil penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

55. Defendants violated Labor Code sections 223, 1194, 1197, and 1198 by not paying Plaintiff and other aggrieved employees at least minimum and regular wages for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation of Labor Code sections 223, 1194, and 1198, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

56. Under Labor Code section 225.5, Defendants, in addition to, and entirely independent and apart from, any other penalty, are subject to a civil penalty for unlawfully withholding wages due Plaintiff and other aggrieved employees in violation of Labor Code section 223 as follows: (1) For an initial violation, one hundred dollars (\$100.00) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200.00) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf of the Labor Commissioner.

57. Defendants violated Labor Code sections 201, 202, and 1198 by not paying Plaintiff and aggrieved employees all minimum, regular, and all rest premium wages owed by the time set forth by law upon their separation of employment, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation of Labor Code sections 201, 202, and 1198, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

58. Defendants violated Labor Code sections 204 and 1198 by not paying Plaintiff and aggrieved employees all minimum and regular wages owed, and all rest premium wages owed by the

1 time set forth by law during their employment, as alleged herein. Thus, under Labor Code section
2 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100.00) for each aggrieved
3 employee per pay period for the initial violation of Labor Code sections 204 and 1198, and two hundred
4 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

5 59. Under Labor Code section 210(a), Defendants, in addition to, and entirely independent
6 and apart from any other penalty, are subject to a civil penalty for failing to pay the wages of each
7 aggrieved employee as provided in Labor Code section 204, as follows: (1) For any initial violation, one
8 hundred dollars (\$100.00) for each failure to pay each aggrieved employee. (2) For each subsequent
9 violation, or any willful or intentional violation, two hundred dollars (\$200.00) for each failure to pay
10 each aggrieved employee, plus 25 percent of the amount unlawfully withheld. This amount shall be
11 recovered on behalf of the Labor Commissioner.

12 60. Defendants violated Labor Code sections 223, 510, 1194, and 1198 by not paying Plaintiff
13 and other aggrieved employees all overtime wages earned for all the time they suffered or permitted to
14 work, engaged in work and/or under Defendants' control, as alleged herein. Thus, under Labor Code
15 section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100.00) for each
16 aggrieved employee per pay period for initial violation of Labor Code sections 223, 1194, and 1198, and
17 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
18 violation.

19 61. Defendants violated Labor Code section 2802 by failing to indemnify its employees for all
20 necessary expenditures or losses incurred by an employee in direct consequence of the discharge of his
21 or her duty of employment. Furthermore, Labor Code section 2802(b) states, "[a]ll awards made by a
22 court ... for reimbursement of necessary expenditures" shall carry interest, at the same rate as judgments
23 in civil actions, and said interest will accrue from the date on which the employee incurred the necessary
24 expenditure including, but not limited to, reasonable costs and attorney's fees incurred by the employee
25 in enforcing their rights granted pursuant to Labor Code section 2802. The exact amount of the
26 necessary expenditures or losses is an amount to be proven at the time of trial.

27 62. Defendants violated Labor Code sections 226(a), 1174(d), 1198, 1776, and 1812 by failing
28 to maintain records detailing the start and end times of work shifts and meal periods, and knowingly and

1 intentionally failing to maintain and provide Plaintiff and other aggrieved employees of Defendants with
2 wage statements itemizing accurately all information required by Labor Code section 226(a), as alleged
3 herein, including the total hours worked, all regular hours worked, all overtime hours worked, the
4 applicable hourly rate per hour worked, and the total wages earned. Thus, under Labor Code section
5 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100.00) for each aggrieved
6 employee per pay period for the initial violation of Labor Code sections 226(a) and 1198, and two
7 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

8 63. Alternatively, Labor Code section 226.3 provides for a civil penalty in the amount of two
9 hundred and fifty dollars (\$250.00) per violation in an initial citation and one thousand dollars
10 (\$1,000.00) for each violation in a subsequent citation, for which the employer fails to provide the
11 employee a wage deduction statement or fails to keep the records required in subdivision (a) of section
12 226.

13 64. Labor Code section 1174.5 provides for a civil penalty of five hundred dollars (\$500.00)
14 for any person employing labor who willfully fails to maintain accurate and complete records required
15 by subdivision (d) of section 1174.

16 65. Under Labor Code section 225.5, Defendants, in addition to, and entirely independent and
17 apart from, any other penalty, are subject to a civil penalty for unlawfully withholding wages due
18 Plaintiff and other aggrieved employees in violation of Labor Code section 223 as follows: (1) For an
19 initial violation, one hundred dollars (\$100.00) for each failure to pay each employee. (2) For each
20 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200.00) for each
21 failure to pay each employee, plus 25 percent (25%) of the amount unlawfully withheld. This amount
22 shall be recovered on behalf of the Labor Commissioner.

23 66. Defendants are and was Plaintiff's and aggrieved employees' employer or other person(s)
24 acting either individually or as an officer, agent, or employee of another person(s), who pays or causes
25 to be paid to any employee a wage less than the minimum fixed by an order of the Commission, and, as
26 such, is subject to civil penalties for each underpaid employee pursuant to Labor Code section 1197.1.

27 67. Labor Code section 1197.1 imposes upon Defendants for each initial violation of Labor
28 Code section 1197 by paying or causing an employee to be paid less than the minimum wage, a civil

1 penalty of one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the
2 employee is underpaid. Furthermore, Labor Code section 1197.1 imposes upon Defendants for each
3 subsequent violation a civil penalty of two hundred and fifty dollars (\$250.00) for each underpaid
4 employee for each pay period for which the employee was underpaid. The civil penalty recoverable
5 under Labor Code section 1197.1 is in addition to an amount sufficient to recover the underpaid wages,
6 as well as liquidated damages pursuant to Labor Code section 1194.2, and any applicable penalties
7 imposed pursuant to Labor Code section 203, which shall be paid directly to each affected employee.

8 68. Defendants are and was Plaintiff's and other aggrieved employees' employer, or person
9 acting on their behalf, within the meaning of Labor Code section 558, who violated or caused to be
10 violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of
11 work in any IWC Wage Order and, as such, are subject to civil penalties for each underpaid employee as
12 set forth in Labor Code section 558.

13 69. Labor Code section 558 imposes upon Defendants for each initial violation of the Hours
14 and Days of Work section of the applicable IWC Wage Order a civil penalty of fifty dollars (\$50.00) for
15 each aggrieved employee for each pay period for which the aggrieved employee was not provided with a
16 paid uninterrupted 10-minute rest period, as alleged herein. Furthermore, Labor Code section 558
17 imposes upon Defendants for each subsequent violation of the Hours and Days of Work section of the
18 applicable IWC Wage Order a civil penalty of one hundred dollars (\$100.00) for each aggrieved
19 employee for each pay period for which the aggrieved employee was not provided with a paid
20 uninterrupted 10-minute rest period, as alleged herein. Plaintiff is seeking only such civil penalties
21 required to be shared with the LWDA and will not seek any amount of underpaid wages as a civil
22 penalty as part of this action.

23 70. Labor Code section 1775 imposes upon Defendants not more than two hundred dollars
24 (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage
25 rates as determined by the director for the work or craft in which the worker is employed for any public
26 work done under the contract, as alleged herein. Furthermore, Labor Code section 1813 imposes upon
27 defendants a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of the
28 contract by the respective contractor or subcontractor for each calendar day during which the worker is

1 required or permitted to work more than eight hours in any one calendar day and forty hours in any one
2 calendar week as set forth in Labor Code sections 1811 and 1815.

3 71. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs
4 incurred herein.

5 72. Plaintiff seeks to recover civil penalties on behalf of himself and other aggrieved
6 employees for Defendants' violations of the Labor Code, including but not limited to Defendants'
7 violations of Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558,
8 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1720, 1771, 1776, 1811, 1812, 1813,
9 1815, and 2802, *et seq.* The exact amount of the applicable penalties is in an amount to be shown
10 according to proof at trial and within the jurisdictional limitations of this Court.

11 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

12
13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 15 a. For reasonable attorney's fees and costs of suit to the extent permitted by law, including
16 pursuant to Labor Code sections 2699, *et seq.*;
- 17 b. For civil penalties and interest to the extent permitted by law pursuant to the Labor Code
18 under the Private Attorneys General Act and California law. Plaintiff is seeking only such
19 penalties required to be shared with the LWDA. Plaintiff expressly disclaims the recovery
20 of any individual/victim specific relief or underpaid wages;
- 21 c. For civil penalties for each initial and subsequent violation for each underpaid employee
22 for each pay period for which the employee was underpaid, to the extent that these civil
23 penalties must be shared with the LWDA; and

24 ///

25 ///

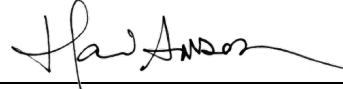
26 ///

d. For such other relief as the Court deems just and proper.

Dated: August 27, 2020

GRAHAMHOLLIS APC

By:



GRAHAM S.P. HOLLIS
VILMARIE CORDERO
HALI M. ANDERSON
Attorneys for Plaintiff
JEFFREY MANDELL