



Alexander I. Dychter (SBN 234526)
S. Adam Spiwak (SBN 230872)
DYCHTER LAW OFFICES, APC
180 Broadway, Suite 1835
San Diego, California 92101
Telephone: (619) 487-0777
Facsimile: (619) 330-1827
E-Mail: alex@dychterlaw.com
E-Mail: adam@dychterlaw.com

Walter L. Haines (SBN 71075)
United Employees Law Group, PC
5500 Bolsa Ave., Suite 201
Huntington Beach, California 92649
Telephone: (562) 256-1047
Facsimile: (562) 256-1006
E-Mail: admin@uelglaw.com

Attorneys for Plaintiff Atlas Vargas

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

Atlas Vargas, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

SKYSKOPES, INC., a Delaware Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 56-2020-00544196-CU-OE-VTA

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Straight-Time and Overtime Wages
2. Failure to Provide Compliant Meal Periods
3. Failure to Reimburse Required Expenses
4. Failure to Provide Accurate Wage Statements
5. Failure to Pay All Wages Owed Upon Separation
6. Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)
7. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff Atlas Vargas (hereinafter “Plaintiff” or “Vargas”), 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 SKYSKOPES, INC.
7 (hereinafter “Defendant” or “SkySkopes”) for (i) failing to pay straight-time wages and overtime
8 wages at the lawful regular rate of pay for all work performed; (ii) failing to provide all required,
9 compliant uninterrupted, duty-free meal periods; (iii) failing to reimburse required expenses; (iv)
10 failing to pay all owed wages each and every pay period; (v) failing to provide accurate, compliant,
11 itemized wage statements; (vi) failing to pay all wages owed upon separation of employment, as
12 mandated under the California Labor Code (hereinafter the “Labor Code”); and (vii) violating the
13 California Private Attorneys General Act (hereinafter the “PAGA”).

14 2. Plaintiff is a Member of and the named representative for the Class, the Terminated
15 Employee Subclass, and the Wage Statement Subclass, as defined in Paragraphs 22-24 below. The
16 term “Class” includes Plaintiff and all other persons who are members of the “Class,” and/or the
17 “Terminated Employee Subclass,” and/or the “Wage Statement Subclass,” as herein defined.

18 3. On behalf of himself and other Members of the Class, Plaintiff seeks: 1) all straight-
19 time and overtime wages owed, under Labor Code §§ 510, 1194 and 1197; 2) an additional hour of
20 premium pay owed under Labor Code § 226.7 and the applicable I.W.C. Wage Order for each day
21 failing to provide all required, compliant meal breaks; 3) expense reimbursement, under Labor
22 Code § 2802; 4) unpaid wages, due every pay period, under Labor Code § 204; 5) unpaid wages
23 due at the time of resignation or termination under Labor Code § 201 and/or § 202 and penalties
24 based on waiting to receive those wages under Labor Code § 203; 6) penalties for inaccurate and
25 non-compliant itemized wage statements, under Labor Code § 226(e); 7) restitution under
26 California Business & Professions Code (hereinafter “Cal. Bus. & Prof. Code”) § 17203; and, 8)
27 injunctive relief under Labor Code § 226(h) and Business and Professions Code § 17200, *et seq*,
28 requiring that Defendants provide compliant, itemized wage statements, consistent with Labor

1 Code § 226(a), and cease and desist from their other unlawful and/or unfair employment practices.

2 4. The State of California Private Attorneys General Act of 2004 allows for a tolling of
3 the limitations period during the period during which the California Labor and Workforce
4 Development Agency (hereinafter the “LWDA”) is assessing, or the employer may be curing, the
5 alleged violations. Cal. Labor Code § 2699.3(d). On August 11, 2020, pursuant to Cal. Labor Code
6 § 2699.3(a)(1), counsel for Plaintiff, on behalf of Atlas Vargas, provided written notice via online
7 filing with the LWDA and via certified mail, with return-receipt, to the employer / Defendant,
8 alleging violations of the California Labor Code and the facts and theories that support the alleged
9 violations. (*see Exhibit 1*, attached hereto and incorporated by this reference herein). Additionally,
10 on August 11, 2020, pursuant to Cal. Labor Code §2699.3(a)(1)(B), counsel for Plaintiff, on behalf
11 of Atlas Vargas, mailed the required filing fee of \$75.00 to the LWDA. (*see Ex. 1*).

12 **JURISDICTION AND VENUE**

13 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure (hereinafter “Cal. Code of Civ. Proc.”) § 410.10 and Cal. Bus. & Prof. Code § 17203.
15 This action is brought as a Class Action on behalf of Plaintiff and similarly situated employees of
16 Defendant, pursuant to Cal. Code of Civ. Proc. § 382.

17 6. Venue is proper in this Court, pursuant to Cal. Code of Civ. Proc. §§ 395 and 395.5,
18 because Defendant maintains an office in Camarillo, California (County of Ventura) and Plaintiff,
19 along with other Members of the Class, was required to visit this office for work purposes.

20 **THE PARTIES**

21 **A. Plaintiff and the Class**

22 7. Plaintiff Atlas Vargas worked for Defendant in the State of California from
23 approximately August 2019 through approximately April 21, 2020, as an Unmanned Aerial Vehicle
24 (“UAV” or “Drone”) pilot (“Pilot”) flying drones.

25 8. When Plaintiff was initially hired, he was offered a salary of \$55,000, which was
26 increased to \$61,000, annually. Defendant treated the Pilot position as exempt from overtime.

27 9. Plaintiff was based out of Defendant’s Camarillo, California office. Plaintiff’s
28 primary duty was to inspect electrical power lines and electrical transmission poles by navigating

1 an UAV, for one of Defendant's clients, Southern California Edison. Plaintiff's locations of
2 employment included the following geographic areas in California: Santa Barbara, Camarillo,
3 Pasadena, Victorville, Hesperia, and Yosemite.

4 10. During his first few months of employment, Plaintiff was paid on a salary basis
5 only; Defendant failed to pay him any wages or compensation of any kind for overtime hours
6 worked (*i.e.* any hours over eight (8) in the workday and/or over forty (40) hours in the workweek),
7 failing to even track those work hours accurately. Also, during this salaried time period, Plaintiff
8 was not provided with lawful and timely first and second thirty-minute (30) duty-free,
9 uninterrupted meal breaks.

10 11. Beginning in or about January of 2020, Defendant reclassified Plaintiff and its other
11 Pilots as non-exempt. Defendant began paying Plaintiff and other Pilots an hourly rate, equivalent
12 to their recent base salary.

13 12. Defendant also at that time instructed Plaintiff to record shift "start" and "stop"
14 times, including the recordation of a thirty (30) minute meal break. This meal break was recorded
15 by Plaintiff indicating the start of his meal period. However, Plaintiff was not afforded any
16 mechanism for recording when the meal break ended or to indicate any interruptions to the meal
17 break. Rather, Defendant's time recording system automatically and inaccurately registered that a
18 meal break of exactly 30 minutes occurred, regardless of how long the break actually was.
19 Moreover, even after Defendant provided instructions related to meal break recordation, Defendant
20 still failed to provide instruction as to the taking and recordation of a second duty-free meal thirty
21 (30) minute meal period, on shifts worked longer than ten (10) hours.

22 13. Plaintiff typically worked 5 to 6 days per week and was typically told that he was to
23 only work ten (10) hours per day and that additional time would not be permitted. However, at the
24 conclusion of the day's drone flying work activities, Plaintiff was required to perform certain post-
25 flying work activities, which were uncompensated, as Plaintiff was directed to clock out as soon as
26 he returned to and parked at his hotel.

27 14. Specifically, after clocking out, Plaintiff was required to perform the following tasks
28 while off the clock and without compensation: (i) unload the drone from his company vehicle and

1 carry it to his hotel room; (ii) remove the multiple batteries from the drone; (iii) re-charge the drone
2 lithium-ion batteries (numbering approximately 14-16), which required constant supervision (as
3 mandated by Defendant), due to the potential hazardous nature of the batteries utilized by the
4 drone; (iv) remove the memory card (*i.e.* an “SD” memory card) from the drone that contained the
5 flight logs for the day’s flight activities and install into a laptop for purposes of then uploading the
6 flight logs into the “SkyWard” software program for Defendant to then provide to its client; and (v)
7 remove the SD memory card from the drone that contained the pictures taken that particular day
8 and place the SD card into an envelope for purposes of providing to the supervisor the following
9 morning at the daily meeting usually held in a hotel parking lot prior to leaving for the day to
10 perform the drone flying assignments.

11 15. Additionally, Plaintiff was required to use his personal cellular telephone without
12 any reimbursement for data usage that was necessary for purposes of performing his job duties,
13 which included: (i) accessing the Geographic Information System (“GIS”) to know where the
14 power poles/towers/lines were located; (ii) accessing the local “AirMaps” in order to ensure
15 compliance with flying the drone only in designated and approved air spaces; and, (iii) recording
16 time worked during the day using a time tracking program known as “TSheets.”

17 16. The Members of the Class are similarly situated persons who are presently
18 employed or were formerly employed by Defendants as non-exempt employees working as Drone
19 Pilots and/or similarly titled positions in the State of California who: 1) were not paid straight-time
20 and overtime wages for all work time; 2) were not provided with all compliant, uninterrupted duty-
21 free 30-minute meal breaks, as provided for under California law; 3) were not reimbursed for all
22 incurred business expenses (cell phone usage); 4) were not paid all wages due each and every pay
23 period; 5) were not provided with all earned wages upon their separation of employment; and/or, 6)
24 were not provided accurate itemized wage statements.

25 **B. Defendants**

26 17. Defendant SkySkopes is an entity created under the laws of the State of Delaware,
27 with its Corporate Office located in Grand Forks, North Dakota. Defendant maintains offices
28 across the country, including in: Minneapolis, Minnesota; Minot, North Dakota; Fargo, North

1 Dakota; Dallas/Fort Worth, Texas; and Camarillo, California (located at: 1327 Del Norte Rd.,
2 Camarillo, CA 93010). At all relevant times mentioned herein, Defendant conducted substantial
3 business in the State of California, County of Ventura.

4 18. Defendant is a company that provides drone flights to deliver innovative solutions
5 and high-quality data to benefit various industries with a specific emphasis in the energy industry.
6 Specifically, SkySkopes provides inspection services utilizing drones equipped with video/photo
7 recording technology, thermal technology (IR), electro-optical (EO) technology, and Light
8 Detection and Ranging mapping technology (LiDAR). Defendant was the employer of Plaintiff
9 during the course of his employment, which was based out of the Camarillo, California office. The
10 website for Defendant is: <https://www.skyskopes.com/>

11 19. The true names and capacities, whether individual, corporate, associate or otherwise
12 of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown to Plaintiff,
13 who therefore sues these Defendants by such fictitious names, pursuant to Cal. Civ. Proc. Code
14 § 474. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in
15 the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, but is informed
16 and believes and thereon alleges that said Defendants are legally responsible for the wrongful
17 conduct alleged herein and therefore sues these Defendants by such fictitious names. To the extent
18 required, Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and
19 capacities of these Defendants, when they have been ascertained and become known.

20 20. Plaintiff is informed and believes, and based thereon, alleges that each of the
21 Defendants designated herein is legally responsible in some manner for the unlawful acts referred
22 to herein and that each Defendant acted in all respects pertinent to this action as the agent of the
23 other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
24 and the acts of each Defendant are legally attributable to the other Defendants.

25 21. The agents, servants and/or employees of Defendants and each of them, acting on
26 behalf of the Defendants, acted within the course and scope of his, her or its authority as the agent,
27 servant and/or employee of the Defendants, and personally participated in the conduct alleged
28 herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the

1 acts of each Defendant are legally attributable to the other Defendants and all Defendants are
2 jointly and severally liable to Plaintiff and the other non-exempt hourly employees, for the loss
3 sustained as a proximate result of the conduct of the Defendants' agents, servants and/or
4 employees.

5 **CLASS ACTION ALLEGATIONS**

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

9 **All individuals who have performed work for Defendants in the State of**
10 **California as Drone Pilots and/or similarly titled job positions at any time since**
11 **August 11, 2016 through the date as determined by the Court ("Class Period")**
12 **("Class Members").**

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

15 **All Class Members whose work with Defendants ended at any time since**
16 **August 11, 2017 ("Terminated Subclass Members").**

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

19 **All Class Members who performed work for Defendants at any time since**
20 **August 11, 2019 ("Wage Statement Subclass Members").**

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

24 a. The Class Members are so numerous that individual joinder of all of them as
25 plaintiffs is impractical. Although the exact number of Class members is unknown
26 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
27 there are not less than 75 Class Members.

28 ///

- 1 b. The identity of Class Members can readily be determined from Defendants' records.
2 Defendants' records include the name and address of every person who performed
3 work for them in California during the Class Period.
- 4 c. Common questions of law and fact exist as to Class Members and predominate over
5 any questions that may affect only individual Class Members. These common
6 questions include, but are not limited to:
- 7 (1) Did Defendants misclassify Plaintiff and Class Members as exempt, rather
8 than non-exempt?
- 9 (2) Was Defendants' misclassification of Plaintiff and Class Members willful?
- 10 (3) Did Defendants, in violation of Labor Code §§ 510, 1194, and 1197, fail to
11 pay Plaintiff and Class Members for all straight-time and overtime wages
12 owed to them at the lawful rates of pay?
- 13 (4) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable
14 I.W.C. Wage Order by failing to provide all compliant duty-free
15 uninterrupted 30-minute meal periods afforded under California law,
16 including but not limited to second meal periods (where required), as alleged
17 herein?
- 18 (5) Did Defendants, in violation of Labor Code § 2802, fail to indemnify and
19 reimburse Class Members for all necessary expenditures or losses incurred in
20 the course of their duties, including for the required usage of mobile phones,
21 which were not provided by Defendants?
- 22 (6) Did Defendants fail to provide Wage Statement Subclass Members with
23 accurate, compliant, and itemized wage statements, as required by Labor
24 Code §§ 226(a)?
- 25 (7) Are Defendants liable for civil penalties under Labor Code § 226?
- 26 (8) Did Defendants, in violation of Labor Code § 201 and/or § 202, fail to pay
27 timely all wages owed to Terminated Subclass Members upon separation?
28

- 1 (9) Did Defendants act willfully when they failed to pay timely all wages owed
2 to Terminated Subclass Members upon separation?
- 3 (10) Are Defendants liable for penalty wages under Labor Code § 203?
- 4 (11) Did Defendants violate the Unfair Competition Law, Business and
5 Professions Code § 17200, *et seq.*, by their unlawful practices, as alleged
6 herein?
- 7 (12) Did Defendants violate the Unfair Competition Law, Business and
8 Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and Class
9 Members all wages earned each pay period, in violation of Labor Code §204,
10 as alleged herein?
- 11 (13) Are Defendants liable for restitution under Bus. & Prof. Code § 17203?
- 12 (14) Should Defendants be subjected to declaratory and/or injunctive relief
13 measures, prohibiting the continuation of the unlawful business practices
14 under the Unfair Competition Law, Business and Professions Code § 17200,
15 *et seq.*?
- 16 (15) Are Defendants liable for pre-judgment interest?
- 17 (16) Are Defendants liable for attorney's fees and costs?
- 18 d. Plaintiff is a Member of the Class and the Subclasses, and his claims are typical of
19 the claims of the other Class Members and Subclass Members. Plaintiff is informed
20 and believes and thereon alleges that Defendants maintain policies or practices of: 1)
21 failing to pay straight-time and overtime wages at the lawful rate of pay for all hours
22 actually worked; 2) failing to provide compliant meal periods, including second
23 meal periods on days with ten or more hours of work; 3) failing to reimburse all
24 necessarily incurred business expenses, including the cost of required mobile phone
25 usage; 4) failing to pay employees for all wages earned during each pay period; 5)
26 failing to pay employees all earned wages due upon separation of employment;
27 and/or, 6) failing to provide employees with accurate, compliant itemized wage
28 statements reflecting all required information, including the rate of pay in effect for

1 all hours worked.

2 e. Plaintiff will adequately and fairly protect the interests of the Class Members and

3 Subclass Members. Plaintiff has no interest adverse to the interests of absent Class

4 Members and/or Subclass Members. Plaintiff is represented by legal counsel who

5 has substantial class action experience in civil litigation and employment law.

6 26. A class action is superior to other available means for fair and efficient adjudication

7 of the claims of the Class and would be beneficial for the parties and the court. Class action

8 treatment will allow a large number of similarly situated persons to prosecute their common claims

9 in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and

10 expense that numerous individual actions would require. The monetary amounts due to many

11 individual Class Members are likely to be relatively small, and the burden and expense of

12 individual litigation would make it difficult or impossible for individual members of the Class to

13 seek and obtain relief. A class action will serve an important public interest by permitting such

14 individuals to effectively pursue recovery of the sums owed to them. Further, class litigation

15 prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Pay Straight-Time and Overtime Wages**

18 (By Plaintiff and the Class Members against all Defendants)

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

19 28. At all relevant times, Plaintiff and the Class Members were employees of

20 Defendants covered by Labor Code §§ 510, 1194, and 1197, and applicable I.W.C. Wage Orders.

21 29. By their failure to pay straight-time wages and overtime wages for all time worked,

22 Defendants willfully breached their agreement to pay wages, in violation of Labor Code §§ 510,

23 1194 and 1197 and the applicable I.W.C. Wage Order.

24 30. Plaintiff is informed and believes, and thereon alleges, that at relevant times within

25 the applicable limitations period including through at least January 4, 2020, Defendants maintained

26 a policy and practice of failing to pay overtime wages when improperly classifying Plaintiff and the

27 Class Members as salaried, purportedly exempt employees.

28 ///

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

15 33. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiff and the Class
16 Members are entitled to recover the full amount of unpaid wages, liquidated damages, pre-
17 judgment interest, reasonable attorney's fees, and costs of suit.

Failure to Provide Compliant Meal Periods
(By Plaintiff and the Class Members against all Defendants)

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

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

23 36. Pursuant to Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order,
24 Plaintiff and the Class Members were entitled to an uninterrupted, duty-free meal period of at least
25 thirty (30) minutes for each workday that they worked more than five (5) hours, and a second
26 uninterrupted, duty-free meal period of at least thirty (30) minutes for each workday they worked
27 more than ten (10) hours. For every day that all required, compliant meal periods were not
28 provided, Plaintiff and the Class Members are entitled to one additional hour of pay.

1 37. Defendants failed to provide Plaintiff and the Class Members meal periods in
2 accordance with Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order. As a result
3 of Defendants' policy to pay Plaintiff and the Class Members a salary and improperly to treat them
4 as exempt for a portion of the Class Period, during which Defendants failed to provide any
5 mechanism to record meal breaks or to be free of all duties for an uninterrupted 30 minutes,
6 Plaintiff and the Class Members were not provided with compliant duty-free meal breaks by
7 Defendants, as mandated under the Labor Code.

8 38. Further, even after Defendants began paying Plaintiff and the Class Members on an
9 hourly basis and enabled meal breaks to be recorded, Defendants failed to provide a second duty-
10 free thirty (30) minute meal break on shifts greater than ten (10) hours. Defendants also did not
11 consistently provide meal breaks within the first five (5) hours of work, resulting in late meals.

12 39. Additionally, Defendants' mechanism for recording a meal break automatically
13 clocked out Plaintiff and Class Members for thirty (30) minutes, regardless of how long the meal
14 break actually lasted. Thus, when a meal break was short, it was not compliant, but the time
15 records would erroneously indicate otherwise. There was no mechanism for Plaintiff or Class
16 Members to report when their meal breaks were cut short or were interrupted, thus depriving them
17 of their full meal break and also resulting in them performing uncompensated work, off the clock.

18 40. As a result, in accordance with Defendants' strict corporate policy and practice,
19 Plaintiff and the Class Members therefore were denied second meal breaks to which they were
20 entitled, without receiving premium pay under California law.

21 41. Defendants failed to provide Plaintiff and the Class Members the additional hour of
22 pay required by Labor Code § 226.7 and the applicable I.W.C. Wage Order. Plaintiff is informed
23 and believes and thereon alleges that at all relevant times within the applicable limitations period,
24 Defendants maintained and continue to maintain a policy or practice of not paying additional pay to
25 employees for missed or non-compliant meal periods at the lawful rate of pay.

26 42. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
27 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages
28 owed for missed meal periods and uncompensated work performed, at the lawful rate of pay.

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

12 An employer shall indemnify his or her employee for all necessary expenditures or
13 losses incurred by the employee in direct consequence of the discharge of his or her
14 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

25 47. Labor Code § 2802(b) and (c) provides for interest at the statutory post judgment
26 rate of ten percent (10%) simple interest per annum from the date of the expenditure, plus
27 attorneys' fees to collect reimbursement.

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1 48. Plaintiff therefore demands reimbursement for expenditures or losses incurred by
2 him and the other Class Members in the discharge of their duties for Defendants, or their obedience
3 to the directions of Defendants, with interest at the statutory rate and attorneys' fees and costs
4 under Labor Code § 2802.

5 **FOURTH CAUSE OF ACTION**
6 **Failure to Provide Accurate Wage Statements**

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

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

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

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

16 52. Defendants failed to provide Plaintiff and the Wage Statement Subclass Members
17 accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a) and 226.2.
18 Plaintiff is informed and believes and thereon alleges that at relevant times since one (1) year
19 preceding the filing of the Complaint in this action (the "Penalty Period"), including at least
20 through January 4, 2020, Defendants maintained a policy or practice of paying Plaintiff and the
21 Wage Statement Subclass Members a salary without providing the accurate total number of hours
22 worked and applicable hourly pay rates on each wage statement, also failing to pay any wages for
23 hours worked beyond forty (40) in a week.

24 53. Additionally, Plaintiff and the Wage Statement Subclass Members failed to receive
25 wages for all hours actually worked, including meal period premium payments and including
26 unpaid off-the-clock and pre- and post-flying time, even after Defendant began paying Wage
27 Statement Subclass Members on an hourly basis, and therefore provided wage statements that were
28 inaccurate, as they did not accurately reflect all hours worked and did not accurately reflect all
compensation earned.

1 54. Defendants' practice resulted and continues to result in the issuance of non-
2 compliant 'wage statements' to Class Members that do not show the correct amount of gross wages
3 earned, the correct amount of net wages earned, the correct number of hours worked, the correct
4 hourly rates of pay in effect for each hour worked, and the correct deductions made thereto for
5 taxing authority purposes and also fail to comply with the requirements of Labor Code §
6 226.2(a)(2), in terms of detailing the hours, rates of compensation, and total wages for rest breaks
7 and other non-productive time.

8 55. Defendants failed to provide Plaintiff and the Wage Statement Subclass Members
9 accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a) and 226.2.
10 Plaintiff is informed and believes and thereon alleges that at all relevant times since one (1) year
11 preceding the filing of the Complaint in this action (the "Penalty Period"), Defendants maintained a
12 policy or practice of failing to pay wages for all time actually worked, failing to accurately record
13 all hours actually worked, failing to pay meal break premium payments, and failing to itemize
14 accurately the applicable rates of compensation. Defendants' practice resulted and continues to
15 result in the issuance to Class Members of non-compliant 'wage statements' that do not show the
16 correct amount of gross wages earned, the correct amount of net wages earned, the correct number
17 of hours worked, the correct hourly rates of pay in effect for each hour worked, and/or the correct
18 deductions made thereto for taxing authority purposes.

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

26 57. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass
27 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
28 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each

1 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
2 four thousand dollars (\$4,000) per employee, in addition to civil penalties that may be imposed.

3 58. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass
4 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
5 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
6 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
7 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
8 Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered
9 as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available
10 for ensuring Defendants' compliance with Labor Code § 226(a).

11 59. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement
12 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
13 § 226(e), reasonable attorney's fees and costs of suit.

14 **FIFTH CAUSE OF ACTION**

15 **Failure to Pay All Wages Owed Upon Separation**

16 (By Plaintiff and the Terminated Subclass Members against all Defendants)

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

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

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

27 63. Defendants failed to pay Plaintiff and the Terminated Subclass Members all wages
28 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

1 applicable to this cause of action, Defendants maintained and continue to maintain a policy or
2 practice of failing to pay all straight-time and overtime wages at the lawful rate of pay for all work
3 performed, and all meal period premium payments.

4 64. Defendants' failure to pay Plaintiff and the Terminated Subclass Members all wages
5 earned prior to termination in accordance with Labor Code § 201 and/or § 202 was willful.
6 Defendants had the ability to pay all wages earned by employees – including but not limited to
7 straight-time and overtime wages, but intentionally adopted policies or practices incompatible with
8 the requirements of Labor Code §§ 510, 1194, and 1197, and the applicable I.W.C. Wage Order(s).
9 Defendants had the ability to pay all wages and meal period premium payments earned by
10 employees, but intentionally adopted policies or practices incompatible with the requirements of
11 Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order(s). When Defendants failed
12 to pay upon termination all wages earned prior to termination, Defendants knew what they were
13 doing and intended to do what they did.

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

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

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

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

25 69. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Terminated Subclass
26 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
27 reasonable attorney's fees and costs of suit. Plaintiff and the Terminated Subclass Members are
28 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under

1 Labor Code § 218.6 and/or Civil Code § 3287(a).

SIXTH CAUSE OF ACTION

Violation of the Unfair Competition Law (“UCL”)

[Cal. Bus. & Prof. Code § 17200, *et seq.*]

(By Plaintiff and the Class Members against all Defendants)

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

5 71. Plaintiff brings this claim on behalf of himself and all others similarly situated in his
6 representative capacity against Defendants and Does 1 through 50, for their unlawful business acts
7 and/or practices pursuant to California Business & Professions Code § 17200, *et seq.* (the “UCL”),
8 which prohibits all unlawful business acts and/or practices.

9 72. Defendants are each a “person,” as that term is defined under Cal. Bus. and Prof.
10 Code § 17021.

11 73. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
12 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
13 respect to unfair competition as follows:

14 Any person who engages, has engaged, or proposes to engage in
15 unfair competition may be enjoined in any court of competent
16 jurisdiction. The court may make such orders or judgments,
17 including the appointment of a receiver, as may be necessary to
18 prevent the use or employment by any person of any practice which
19 constitutes unfair competition, as defined in this chapter, or as may
20 be necessary to restore to any person in interest any money or
21 property, real or personal, which may have been acquired by means
22 of such unfair competition.

19 Cal. Bus. & Prof. Code § 17203.

20 74. By the conduct alleged herein, Defendants have engaged and continue to engage in
21 business practices that violate California law, including but not limited to, the applicable I.W.C.
22 Wage Order(s), the California Code of Regulations and the California Labor Code including §§
23 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2802, for which this Court should issue
24 declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, as may be
25 necessary to prevent and remedy the conduct held to constitute unfair competition, including
26 restitution of wages and premium pay wrongfully withheld.

27 75. By the conduct alleged herein, Defendants’ practices were unlawful and unfair in
28 that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or

1 substantially injurious to employees, and were without valid justification or utility for which this
2 Court should issue equitable and injunctive relief, pursuant to Cal. Bus. & Prof. Code § 17203, as
3 may be necessary to prevent and remedy the conduct held to constitute unfair competition,
4 including restitution of wages and premium pay wrongfully withheld.

5 76. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent
6 in that Defendants' uniform policy and practice willfully failed to pay Plaintiff and the Class
7 Members for all straight-time and overtime wages, failed to provide lawful, compliant,
8 uninterrupted, timely, duty-free first and second meal periods, failed to reimburse all incurred
9 business expenses (*i.e.* cell phone / data usage), failed to pay wages earned each and every pay
10 period, failed accurately to record all time worked and the applicable rate(s) of pay for all time
11 worked, failed to maintain accurate time records, and failed to pay all wages owed upon separation
12 from employment, pursuant to the applicable Labor Code, and I.W.C. requirements in violation of
13 Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable
14 relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages and premium pay
15 wrongfully withheld.

16 77. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
17 deceptive in that Defendants' employment practices caused Plaintiff and the Class Members to be
18 underpaid during their employment with Defendants.

19 78. By the conduct alleged herein, Defendants' practices were also unfair and deceptive
20 in that Defendants' uniform policies, practices and procedures failed to provide lawful first and
21 second meal periods to Plaintiff and the Class Members.

22 79. By the conduct alleged herein, Defendants' practices were also unfair and deceptive
23 in that Defendants' uniform policies, practices and procedures failed to provide Plaintiff and the
24 Class Members with reimbursement for using their personal cellular telephones / data for work.

25 80. By and through the unlawful and unfair business practices described herein,
26 Defendants have obtained valuable property, money and services from Plaintiff and the Class
27 Members, including earned wages for all time actually worked and meal period premium wages,
28 and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the

1 detriment of these employees and to the benefit of Defendants, so as to allow Defendants to
2 unfairly compete against competitors who comply with the law.

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

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

12 83. Plaintiff and the Class Members are further entitled to, and do, seek a declaration
13 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
14 should be issued restraining Defendants from engaging in any unlawful and unfair business
15 practices in the future.

16 84. Plaintiff and the Class Members have no plain, speedy and/or adequate remedy at
17 law that will end the unlawful and unfair business practices of Defendants. Further, the practices
18 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
19 practices described herein, Plaintiff and the Class Members have suffered and will continue to
20 suffer irreparable legal and economic harm unless Defendants are restrained from continuing to
21 engage in these unlawful and unfair business practices.

22 85. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief,
23 including restitution, attorney's fees and costs, declaratory relief, and a permanent injunction
24 enjoining Defendants from their unlawful and/or unfair activity.

25 **SEVENTH CAUSE OF ACTION**
Violation of the Private Attorneys General Act
[Cal. Bus. & Prof. Code §§ 2698 *et seq.*]

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

27 86. Plaintiff and all aggrieved employees of all Defendants incorporate all the preceding
28 paragraphs as though fully set forth herein.

1 87. PAGA is a mechanism by which the State of California itself can enforce state labor
2 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
3 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
4 a law enforcement action designed to protect the public and not to benefit private parties. The
5 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
6 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
7 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
8 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
9 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

10 88. Plaintiff brings this Representative Action on behalf of the State of California with
11 respect to himself and all other employees employed as drone pilots flying Unmanned Aerial
12 Vehicles ("UAV" or "Drone") and/or similarly titled job positions in the State of California for
13 Defendants since August 11, 2019, and who are Class Members (the "Aggrieved Employees").

14 89. On August 11, 2020, Counsel for Plaintiff on behalf of Atlas Vargas gave written
15 notice by Online Filing to the LWDA and the employer via U.S. Certified Mail, Return-Receipt of
16 the specific code provisions alleged to have been violated as required by Labor Code § 2699.3. (*See*
17 **Exhibit 1**). The statutory waiting period to commence this action has expired. As a result,
18 pursuant to § 2699.3, Plaintiff may now commence a representative civil action under PAGA
19 pursuant to § 2699 as the proxy of the State of California with respect to all Aggrieved Employees
20 as herein defined.

21 90. The policies, acts, and practices heretofore described were and are an unlawful
22 business act or practice because of Defendants initial failure of treating employees as exempt from
23 overtime, being paid on a salary basis until about January 2020, at which time Defendant began
24 paying Plaintiff and the other aggrieved employees an hourly rate equivalent to their recent base
25 salary, failure to pay all owed straight-time and overtime wages at the lawful rate of pay for all
26 work actually performed, failure to provide lawful duty-free first and second (when applicable)
27 meal breaks, failure to reimburse required business expenses (cellular telephone usage), failure to
28 pay all wages owed each and every pay period, failure to provide accurate itemized wage

1 statements, and failure to provide all wages owed upon separation of employment and thereby
2 gives rise to statutory penalties as a result of such conduct. Plaintiff hereby seeks recovery of civil
3 penalties as prescribed by PAGA as the representatives of the State of California for the illegal
4 conduct perpetrated on Plaintiff and the other Aggrieved Employees, against whom one or more of
5 the violations of the California Labor Code was committed.

6 **PRAYER FOR RELIEF**

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

- 9 A. An order certifying this case as a class action;
- 10 B. An order appointing Plaintiff as representative for the Class;
- 11 C. An order appointing Plaintiff's counsel as counsel for the Class;
- 12 D. Damages for unpaid straight-time and overtime wages;
- 13 E. Damages for unpaid premium pay owed for missed meal periods pursuant to Labor
14 Code § 226.7;
- 15 F. Reimbursement for expenditures and/or losses under Labor Code § 2802;
- 16 G. Civil Penalties under Labor Code § 226(e);
- 17 H. Damages for unpaid final wages under Labor Code § 201 or § 202;
- 18 I. Damages for penalty wages under Labor Code § 203;
- 19 J. Restitution for unpaid wages under Business and Professions Code § 17203;
- 20 K. Injunctive relief under Labor Code § 226(h) and Business and Professions Code
21 § 17200, *et seq*, requiring that Defendants provide compliant, itemized wage
22 statements consistent with Labor Code § 226(a) and cease and desist from their
23 other unlawful and/or unfair employment practices;
- 24 L. Recovery of civil penalties as prescribed by PAGA;
- 25 M. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code §
26 2699(g);
- 27 N. Prejudgment interest at the maximum legal rate;
- 28 O. Reasonable attorneys' fees;

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- P. Costs of suit; and,
- Q. Such other relief as the Court may deem just and proper.

Dated: October 15, 2020

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

By: 
Alexander I. Dychter
Attorneys for Plaintiff Vargas

DEMAND FOR JURY TRIAL

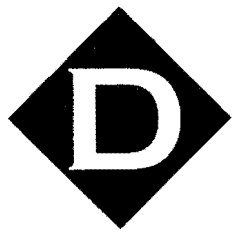
Plaintiff demands a trial by jury for himself and the Class on all claims so triable.

Dated: October 15, 2020

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

By: 
Alexander I. Dychter
Attorneys for Plaintiff Vargas

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

August 11, 2020

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7018 3090 0001 2150 0238]

SKYSKOPES, INC.
c/o Registered Agents Inc.
1267 Willis Street, Ste. 200
Redding, CA 96001

VIA ONLINE FILING ONLY
California Labor & Workforce Development Agency ("LWDA")

**Re: Notice of Violation of California Labor Code Sections 201-204, 226, 226.7, 510,
512, 1194, 1197, 2802; Industrial Welfare Commission Wage Order(s), And
Pursuant to California Labor Code Section 2699.5**

Dear Sir/Madam,

Our office represents Plaintiff Atlas Vargas (the "Plaintiff" or "Vargas"), and other aggrieved employees in a class action lawsuit against SKYSKOPES, INC. (hereinafter "Defendant" or "SkySkopes"), a Delaware Corporation. Plaintiff and other employees were employed as drone pilots flying Unmanned Aerial Vehicles ("UAV" or "Drone") and/or similarly titled job positions in the State of California. Plaintiff was based out of Defendant's office located in Camarillo, California. Plaintiff was initially treated as exempt from overtime, being paid on a salary basis only until about January 2020, at which time Defendant began paying Plaintiff and Class Members an hourly rate that was equivalent to their recent base salary. Defendant has failed to pay all owed straight-time and overtime wages for all work performed, failed to provide lawful duty-free first and second (when applicable) meal breaks, failed to pay all wages owed every pay period, failed to reimburse required business expenses (cellular telephone usage), failed to provide accurate itemized wage statements each and every pay period, 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.

A true and correct copy of the Complaint filed by Plaintiff Vargas on August 11, 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 SkySkopes. Service of the attached **Exhibit 1** will be conducted by Plaintiff on Defendant SkySkopes in the near future.

NOTE: The attached Complaint as **Exhibit 1** is **NOT** meant to act as “service” on Defendant.

This notice is provided to enable the Plaintiff to proceed with the Complaint he filed in the Superior Court of California – County of Ventura on August 11, 2020, against SkySkopes, Inc., as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved drone pilots and/or similarly titled job positions who worked for SkySkopes, Inc. 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 Attorneys General Statute of 2004 on behalf of Plaintiff Vargas 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
Atlas Vargas

encl: **Exhibit 1** = copy of conformed Complaint filed on 8/11/2020

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Alexander Dychter](#)
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, August 11, 2020 3:15:53 PM

8/11/2020

LWDA Case No. LWDA-CM-802149-20
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Atlas Vargas
Employer: SkySkopes, Inc.

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

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

SKYSKOPES, INC. c/o Registered Agents, Inc.

Street and Apt. No., or PO Box No.

1267 Willis Street, Ste. 200

City, State, ZIP+4®

Redding, CA 96001

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

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:

SKYSKOPES, INC.
c/o Registered Agents Inc.
1267 Willis Street, Ste. 200
Redding, CA 96001



9590 9402 5497 9249 8732 89

2. Article Number (Transfer from service label)

7018 3090 0001 2150 0238

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

M. S. DKS

☒ Agent

☐ Addressee

B. Received by (Printed Name)

ELW COY LLC

C. Date of Delivery

8-14

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

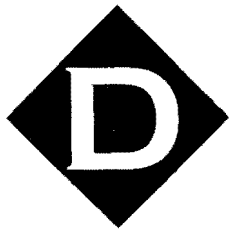
3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

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

August 11, 2020

VIA REGULAR U.S. MAIL

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

**Re: NEW PAGA CLAIM NOTICE FILING FEE
LWDA Case No. LWDA-CM-802149-20**

Dear Sir/Madam,

Our office represents Plaintiff Atlas Vargas (the "Plaintiff"), and other aggrieved drone pilots and/or similarly titled positions in a class action lawsuit against Defendant SkySkopes, Inc. ("Defendant") that was filed on August 11, 2020, in the Superior Court of California – County of San Ventura.

Pursuant to California Labor Code Section 2699.3, enclosed please find check #1861 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
Atlas Vargas

encl: Check #1861 for \$75.00 to LWDA

1 Atlas Vargas v. SkySkopes, Inc.
2 Superior Court of California, County of Ventura
(Case No. 56-2020-00544196-CU-OE-VTA)

3
4 **PROOF OF SERVICE**

5
6 **STATE OF CALIFORNIA, COUNTY OF VENTURA**

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

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

10
11 **FIRST AMENDED COMPLAINT**

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

13
14 **ASOP for Defendant SkySkopes, Inc.:**
15 SkySkopes, Inc.
16 c/o **Registered Agents**
1267 Willis Street, Ste. 200
Redding, CA 96001
[via Regular USPS Mail only]

Co-Counsel for Plaintiff Vargas:
United Employees Law Group, PC
Mr. Walter L. Haines, Esq.
5500 Bolsa Ave., Ste. 201
Huntington Beach, CA 92649
[via E-Mail only]

17
18 Using the following service method(s):

19 **[XX] BY REGULAR U.S. MAIL:** I placed for deposit at a USPS drop-box this same day,
20 following ordinary business practices.

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

23 Executed on October 15, 2020, at San Diego, California.

24
25 
26 Alexander I. Dychter