

PARK APC

June 30, 2025

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Sent Via Online

Re: AT&T Mobility Services LLC

Dear PAGA Administrator:

We represent Peter Do (“Plaintiff”). Pursuant to Labor Code § 2699.3(a), we are providing written notice that Plaintiff’s employer, AT&T Mobility Services LLC (“Defendants”), is in violation of various provisions of the California Labor Code. Plaintiff intends on filing a complaint against Defendants in Los Angeles County Superior Court pursuant to Labor Code § 2699 on behalf of himself and all non-exempt employees who worked for Defendants in California as “In-home Expert Account Manager” or “Account Manager” or in similar positions within four years prior to filing of the complaint (“Aggrieved Employees”).

Defendants employed Plaintiff as an “In-home Expert Account Manager” from August 2022 to July 2024. Defendants misclassified Plaintiff and Aggrieved Employees as “outside sales exempt” to avoid paying them, among others, overtime pay and meal period and rest break premium pay.

As an Account Manager, Plaintiff’s primary job duty was to deliver Defendants’ “white glove” service calls to existing customers.

Plaintiff would accompany Defendants’ technicians to customer homes to ensure that the installation or repair of Defendants’ products—e.g., internet lines or multichannel video programming like DirecTV—were done to the customers’ satisfaction.

Defendants required Plaintiff to spend the bulk of his time providing personalized attention, specialized handling and extra care in the delivery of Defendants’ installation and repair services.

Defendants’ dispatch provided Plaintiff with a preset schedule with preset customers daily.

Defendants required Plaintiff to travel throughout Los Angeles and Orange Counties and typically service five customers per shift.

Although the bulk of Plaintiff’s time was spent delivering Defendants’ products, Defendants also required him to engage in minor sales activity. For example, after delivering the installation or repair services to existing customers, Defendants required Plaintiff to inquire about the customers’ needs for “mobility” services—e.g., cell phones or bundling services.

Plaintiff was not authorized or permitted lawful meal periods and was not provided with one hour's wages in lieu thereof in violation of, among others, Labor Code §§ 226.7, 512, and applicable IWC Wage Orders.

Defendants' Account Manager employees, like Plaintiff, were not authorized or permitted lawful meal periods, and were not provided with one hour's wages in lieu thereof, in one or more of the following manners: employees were regularly not authorized or permitted full thirty-minute meal periods for workdays in excess of five and/or ten hours and were not compensated one hour's wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and applicable IWC Wage Orders; employees were required to work through their daily meal period(s), or work an unlawful "on-duty meal period;" employees were required to work longer than five hours before being allowed to take a meal period; employees were severely restricted in their ability to take a meal period. Further Defendants failed to provide Plaintiff his second meal periods for shifts longer than ten hours.

Plaintiff was not authorized or permitted lawful rest breaks and was not provided with one hour's wages in lieu thereof in violation of, among others, Labor Code § 226.7 and applicable IWC Wage Orders.

Defendants also failed to correctly record Plaintiff's meal periods as required by Labor Code § 1198 and applicable IWC Wage Orders.

During the course of Plaintiff's employment, Defendants failed to compensate Plaintiff for all overtime hours worked in excess of eight hours per day and/or 40 hours per week as required by Labor Code §§ 510 and 1194, and applicable IWC Wage Orders.

As a result, Defendants failed to timely pay Plaintiff for all wages owed to him and Plaintiff's paychecks did not include all wages owed to Plaintiff.

For example, during the pay period January 16, 2024 to January 31, 2024, Plaintiff worked a total 96 hours –well more than eight hours per day and/or 40 hours per week. But Defendants did not pay Plaintiff for all overtime hours or provide him with meal periods or rest breaks.

Again, during the pay period April 1, 2024 to April 15, 2024, Plaintiff worked a total 88 hours –well more than eight hours per day and/or 40 hours per week. But Defendants did not pay Plaintiff for all overtime hours or provide him with meal periods or rest breaks.

And Defendants have intentionally and willfully failed to provide Plaintiff and Aggrieved Employees with complete and accurate wage statements. The deficiencies include, among others, the failure to correctly identify total hours worked and the gross wages earned by Plaintiff and Aggrieved Employees; the failure to identify overtime hours worked by Plaintiff and Aggrieved Employees; and the meal period and rest break premiums owing to Plaintiff and Aggrieved Employees.

Defendants are in violation of the following Labor Code provisions under Labor Code § 2699.5:

1. California Labor Code §§ 510, 1194 and 1198 (Unpaid Overtime)
2. California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
3. California Labor Code § 226.7 (Unpaid Rest Period Premiums)
4. California Labor Code § 226(a) (Non-compliant Wage Statements)
5. California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
6. California Labor Code §§ 1198 (Standard Conditions of Labor)
7. California Labor Code §§ 1174 (Failure to Maintain Records)
8. California Labor Code §§ 201, 202 and 203 (Wages Not Timely Paid Upon Termination)
9. California Labor Code § 1198 and IWC Wage Order (Failure to Record Meal Periods)

Pursuant to Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail.

Very truly yours,

PARK APC

James Park

Sang (James) Park

CC: VIA CERTIFIED MAIL
AT&T Mobility Services LLC
One CNN Center, Suite SW1420B
Atlanta, GA 30303