

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550

Assigned for All Purposes
Judge Randall J. Sherman
Dept. CX105

Attorneys for Plaintiff KIARA BULNES as a designated Private Attorney General, pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

KIARA BULNES, as a designated Private Attorney General, pursuant to the Private Attorney General Act,

Plaintiff,

v.

DIAL ONE SONSHINE, INC, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01398096-CU-OE-CXC

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
3. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff KIARA BULNES (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq., as a result of one or more of the violations of the California Labor Code alleged
6 herein by Defendant DIAL ONE SONSHINE, INC. (“Defendant Dial”). The term “RELEVANT
7 TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to
8 the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend
9 this complaint to reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendants for its: (1) failure to pay all wages due, including minimum and overtime
12 wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for
13 necessary business expenses; and (4) failure to pay wages due upon termination of employment.

14 3. At all relevant times herein, Defendants have consistently maintained and enforced
15 the following unlawful policies and practices against its workforce by:

- 16 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
17 wages;
18 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
19 wages;
20 (c) Willfully refusing to reimburse necessary business expenses; and
21 (d) Willfully refusing to pay all wages due upon separation of employment;

22 **JURISDICTION AND VENUE**

23 4. This Court has subject matter jurisdiction over the causes of action alleged in this
24 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
25 excluded from exercising subject matter jurisdiction over said causes of action.

26 5. Venue is proper in the County of Orange because Defendants transact business in
27 this county, the obligations and liability arise in this county.

28 ///

6. The California Superior Court has jurisdiction in the matter, because the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or domiciled in the County of Los Angeles, State of California.

THE PARTIES

8. Plaintiff was employed by Defendant from in or around March of 2022 through in or around March 3, 2023. At all relevant times herein, Plaintiff was employed by Defendant in a paid hourly non-exempt position. Throughout the Relevant Time Period, Plaintiff worked for Defendants within the County of Orange. Plaintiff was always paid an hourly wage, and was deemed a non-exempt hourly employee by Defendant.

9. Plaintiff is informed and believes and based thereon alleges that Defendant conducts a substantial amount of business in California and are headquartered in California. Defendant provides plumbing, HVAC, and electrical services to business and residential properties in Orange County.

1 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
2 joint employers and conspire with one another to increase profits by engaging in the conduct
3 described in this complaint.

4 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
5 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
6 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
7 below was acting, at least in part, within the course and scope of that authority as such agent,
8 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
9 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
10 are legally attributable to the other Defendants.

11 **PAGA ADMINISTRATIVE PREREQUISITE**

12 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
13 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
14 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
15 (“PAGA”).

16 14. Prior to filing this complaint, on March 1, 2024, Plaintiff gave written notice by
17 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
18 Defendants of the specified provisions alleged to have been violated, including the facts and
19 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
20 correct copy of Plaintiff’s original letter dated March 1, 2024, sent to the LWDA on March 1,
21 2024, is attached hereto as Exhibit A.

22 15. More than sixty-five (65) days have passed since Plaintiff submitted her notice to
23 the LWDA and Defendants of the specific alleged Labor Code violations, and the LWDA has not
24 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has
25 received no notice of Defendants; intent to cure any of the alleged violations. Therefore, Plaintiff
26 has satisfied the administrative prerequisites for filing this action as a Private Attorney General
27 with regard to his PAGA notice.

28 ///

FACTUAL ALLEGATIONS

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California. Defendant wrongfully refused to compensate its employees for minimum wages, overtime compensation, provide accurate wage statements, reimbursement and pay wages owed at the end of the employment, as required under California law.

17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt positions throughout California. Defendant compensated said positions at an hourly rate less than twice that of the state minimum wage and such positions remained under the direct control and supervision of Defendant. Accordingly, these positions remain non-exempt from California's wage and hour laws, yet Defendant failed to pay overtime, and otherwise pay all wages due to these non-exempt employees as required by law.

18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common within the State of California.

19. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that by not compensating its employees for all hours worked, including minimum, regular, and overtime wages, for work that was required to be performed was in violation of the California labor code. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay its employees earned wages by failing to compensate at the mandatory minimum wage. Defendants also failed to pay its employees at the requisite overtime and double time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

21. Plaintiff alleges that Defendant failed to compensate its employees at the legally mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and other non-exempt hourly employees earned wages by failing to pay for all hours worked and the

proper overtime rate of pay, among other things. Further, Defendant failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked wherein Defendant's employees were denied pay each workday while attempting to clock in for their shifts.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that it was required to provide its employees with itemized wage statements that accurately showed their actual hours worked, total hours worked, number of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per pay period in accordance with California law. In violation of the Labor Code, Defendant failed to provide its employees with accurate itemized wage statements showing their rate of pay, the actual hours worked, correct premium wages earned per pay period, as well as the total hours work per pay period.

23. By failing to include on its wage statements all minimum wage and overtime owed, Defendant failed to keep and provide accurate wage statements in violation of the California labor code.

24. Defendant willfully failed to reimburse its employees for necessary business expenses incurred during their employment with Defendants. Specifically, Defendants failed to indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including without limitation, the reimbursement of the use of their personal cellphones, personal computers, personal Wi-Fi, and personal vehicles.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that its employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due, within permissible time periods, upon separation of employment.

///

///

///

///

///

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
3 **OVERTIME**

4 **(Plaintiff As a Private Attorney General Against All Defendants)**

5 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 complaint as if fully set forth herein.

7 27. Any work in excess of eight (8) hours in any workday and any work in excess of
8 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
9 (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order
10 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
11 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

12 28. Defendant's employees regularly worked over eight (8) hours per day and forty
13 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
14 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
15 (40) hours per week for work performed for the Defendant. Defendant also failed to accurately
16 calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Defendant
17 further failed to adequately pay Plaintiff and other non-exempt hourly employees at their regular
18 rate of pay for sick days.

19 29. Since the LWDA has not indicated that it will be investigating more than sixty-
20 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
21 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
22 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
23 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
24 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
25 applies to any alleged violation of the following provisions: 510 and 1194.

26 30. Plaintiff is informed and believes that Defendant has violated, and continue to
27 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
28 minimum wages and overtime.

31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

32. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

SECOND CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Plaintiff As a Private Attorney General Against All Defendants)

33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Labor Code section 226, subdivision (a), states in pertinent part that, “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

35. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and

1 the accurate gross pay. Such failure caused injury to its employees in violation of the California
2 labor code.

3 36. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
4 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
5 and all penalties for each and every violation shown to exist or to have occurred during the
6 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
7 only available to public agency enforcement actions. Funds recovered will be distributed in
8 accordance with the PAGA.

9 37. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
10 Code section 2699, subdivision (g)(1), and prejudgment interest.

11 **THIRD CAUSE OF ACTION**

12 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE**

13 **NECESSARY BUSINESS EXPENDITURES**

14 **(Plaintiff As a Private Attorney General Against All Defendants)**

15 38. Plaintiff realleges and incorporates by reference the allegations in the preceding
16 paragraphs.

17 39. Labor Code section 2802 states that "An employer shall indemnify his or her
18 employee for all necessary expenditures or losses incurred by the employee in direct consequence
19 of the discharge of his or her duties..."

20 40. Defendant failed to reimburse its employees for necessary expenditures as a direct
21 consequence of the discharge of their duties.

22 41. Defendant knowingly, willingly, and intentionally attempted to offset the cost of
23 doing business on its employees in violation of the California labor code.

24 42. Defendant has a corporate practice and policy of requiring its employees to
25 shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees
26 for necessary business expenditures, specifically requiring employees to use their personal
27 cellphones, personal computers, personal Wi-Fi, and personal vehicles in direct consequence of
28 the discharge of their duties to Defendant.

43. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

44. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FOURTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON

TERMINATION OF EMPLOYMENT

(Plaintiff As a Private Attorney General Against All Defendants)

45. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

46. Employees who ended their employment with Defendant during the Relevant Time Period, were entitled to be promptly paid all wages owed, including both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

47. Defendant refused and/or failed to promptly compensate its employees for wages owed as a result of Defendant's failure to properly pay minimum and overtime compensation owed for work performed for Defendant.

48. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

///

EXHIBIT A



Raleigh Dixon, Esq.
562.590.5550 phone
562.590.8400 facsimile
rdixon@mahoney-law.net

March 1, 2024

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL # 7021 0950 0000 9827 3070

Return Receipt Requested

Tim Plewe –Agent for Service of Process
Dial One Sonshine, Inc.
4160 Temescal Canyon Road, Ste. 202
Corona, CA 92883

Re: Kiara Bulnes v. Dial One Sonshine, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; *Dial One Sonshine, Inc.* (“Employer”)

From: Kiara Bulnes, on behalf of himself and all aggrieved employees who were subject to the employer’s wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Kiara Bulnes (“Ms. Bulnes”), who intend to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. (“PAGA”), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Dial One Sonshine, Inc. (referred to herein as “Employer”) is a California Company conducting business in Orange County, California, and was the employer of Ms. Bulnes. Employer is a company that provides plumbing, HVAC, and electrical services to residential and commercial properties.

Ms. Bulnes is a former employee of Employer and worked for Employer as a non-exempt employee from on or around March 2022 until March 3, 2023.

Ms. Bulnes alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 226, 226.3, 510, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1182.12 and 2802 by:

- a) Failing to pay Ms. Bulnes and aggrieved employees for all hours worked;
- b) failing to provide Ms. Bulnes and aggrieved employees with accurate itemized wage statements;
- c) failing to pay Ms. Bulnes and aggrieved employees all wages earned and owed at separation of employment; and
- d) failing to reimburse Ms. Bulnes and aggrieved employees for all necessary business expenditures.

Ms. Bulnes and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of this notice alleging the aforementioned violations of the Labor Code under PAGA.

A. Employer failed to pay Ms. Bulnes and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1182.12 provides for the minimum wage applicable in California, which ranged from \$15.50 to \$16.00 in the last calendar year.

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee... any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular pay of an employee.”

Labor Code section 1194.2 provides that “[i]n any action to recover payment of wages less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

Labor Code section 204 provides that “all wages earned in employment are due and payable twice during each calendar month on dates designated in advance by the employer.”

Labor Code section 206 provides that “[i]n case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.”

Employer failed to compensate Ms. Bulnes and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Ms. Bulnes and aggrieved

employees were routinely required to work off-the-clock, including after they had clocked out for the day. Employer failed to include these hours worked in their regular rate of pay when calculating their overtime rate.

Employer's failure to pay Ms. Bulnes and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 204, 206, 510, 1194, 1194.2, 1197, 1197.1, 1182.12.

B. Employer failed to provide Ms. Bulnes and aggrieved employees with accurate itemized wage statements

Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage Orders provide that employers must keep records and provide employees with itemized wage statements showing all hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

By failing to pay Ms. Bulnes and aggrieved employees for all hours worked, including the applicable overtime rates and for off-the-clock work, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages.

Employer's conduct is not compliant with Labor Code sections 226, 226.3, 1174, and 1174.5 and is therefore actionable under PAGA.

C. Employer failed to pay Ms. Bulnes and aggrieved employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

At the time that Ms. Bulnes and aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned, including unpaid overtime and meal and rest period premiums, and owed at the applicable rate.

Labor Code section 203, subdivision (a), states that "[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Accordingly, Ms. Bulnes and aggrieved employees are entitled to thirty days of waiting time penalties.

D. Employer failed to reimburse Ms. Bulnes and aggrieved employees for all necessary business expenditures.

Pursuant to Labor Code section 2802, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Ms. Bulnes and aggrieved employees were required to use their personal cell phones, personal computers, personal Wi-Fi, and personal vehicles to complete work duties..

Employer’s failure to reimburse Ms. Bulnes and aggrieved employees for all necessary business expenditures, specifically the use of their personal cell phones, personal computers, personal Wi-Fi, and personal vehicles for work purposes, is a violation of Labor Code section 2802 and is therefore actionable under PAGA.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Bulnes becomes aware of additional compensation owed or losses incurred by Ms. Bulnes or by any other aggrieved employee of the Employers, Ms. Bulnes expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Raleigh Dixon, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: rdixon@mahoney-law.net

Sincerely,

A handwritten signature in blue ink that reads "Raleigh Dixon".

Raleigh Dixon, Esq.

MAHONEY LAW GROUP, APC