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September 11, 2014

VIA REGULAR MAIL

American Traffic Solutions, Inc.  
14861 N. Scottsdale Road, Suite 109  
Scottsdale, AZ 85254

**Re: *City of Millbrae's Tender of Defense and Indemnification in J [REDACTED], et al. v. American Traffic Solutions, Inc., et al., San Mateo County Superior Court, Case No. CIV 530128 ("Lawsuit")***

To Whom It May Concern:

We represent the City of Millbrae ("City") and, on behalf of the City, we hereby tender the above-referenced lawsuit to American Traffic Solutions, Inc. ("ATS") for defense, indemnification, and all other rights and entitlements the City has with respect to the Lawsuit pursuant to the Professional Services Agreement entered into between the City and ATS, dated June 19, 2006, as amended on December 31, 2009 ("Agreement"). Enclosed is a copy of the Complaint, which was personally served upon the City on September 4, 2014. Plaintiffs allege they are former employees of ATS and that ATS did not pay them in accordance with California's Prevailing Wage Law for their work on public works contracts, including alleged work for the City. Plaintiffs bring eight separate causes of action pursuant to their alleged wage and hour claims.

Pursuant to the Agreement, Section 11 – Indemnification and Insurance, ATS agreed to the following:

ATS shall indemnify, release, defend (with counsel reasonably satisfactory to Customer) and hold harmless Customer from and against all liability, cost, and expense resulting from ATS' failure to comply at all times with all federal, state and local laws, ordinances and regulations and maintenance procedures and manufacturer recommendations for operation of the Axisis™ equipment which affect this Agreement. In addition, ATS shall indemnify, release, defend (with counsel reasonably satisfactory to Customer) and hold harmless Customer from and against all liability, cost, and expense for loss of, or damage to Property and any and all suits claims or actions arising out of any injury or injuries to, or death or deaths of, persons or property that may occur, or that may be alleged to have occurred, from any cause or causes arising or resulting from ATS' performance under this Agreement. Provided, however, that the foregoing shall not apply to any claims for loss, damage, injury or liability caused solely by the gross negligence or willful misconduct on the part of Customer. ATS waives any and all rights to any type of express or implied indemnity against Customer arising out of

ATS' performance under this Agreement. This indemnity shall survive the termination of this Agreement. If any term of this indemnity provision is found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

Therefore, pursuant to the provisions of the Agreement, it is ATS's obligation to defend and indemnify the City with regard to the Lawsuit. The City's response is due October 6, 2014. Therefore, it is important that ATS accept this tender as soon as possible as the City has already or soon will begin incurring attorneys' fees and costs in defense of the Lawsuit.

Please confirm in writing ATS's acceptance of this tender by September 18, 2014, or as soon as possible. Also, advise as to which attorneys will be defending the City in this matter. Finally, as Section 11 of the Agreement requires ATS to procure and maintain Comprehensive General Liability Insurance, please advise as to which primary insurance carrier should be notified.

Should you need additional information, please do not hesitate to contact me.

Very truly yours,



Alexandra V. Atencio

AVA

Encl.

cc: Anthony J. DeCristoforo, Esq. (via email at: [ajde\[REDACTED\]ro@stoel.com](mailto:ajde[REDACTED]ro@stoel.com))  
Steve Toler, Assistant City Manager (w/o encl.)  
Angela Louis, City Clerk (w/o encl.)  
Joan Cassman, Esq.

RECEIVED

SEP - 4 2014

SUM-100

SUMMONS (CITACION JUDICIAL)

CITY OF MILLBRAE ADMIN DEPT.

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

(ENDORSED) FILED SAN MATEO COUNTY

AUG 25 2014

Clerk of the Superior Court By TYLER MAXWELL DEPUTY CLERK

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

AMERICAN TRAFFIC SOLUTIONS, INC., a Kansas corporation; LASERCRAFT, INC., a Georgia corporation; (continued on attachment)

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

J A and B, each as an individual

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below. You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. Por ley, la corte tiene derecho a reclamar las cuotas y los costos oxentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is: (El nombre y dirección de la corte es):

Superior Court of San Mateo, Southern Branch 400 County Center, Redwood City, CA 94063

CASE NUMBER: (Número del Caso): CW 530128

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Richard E. Donahoo, Donahoo & Associates, 440 W. First Street, Suite 101, Tustin, CA 92780, 714-953-1010

DATE: (Fecha) AUG 25 2014 JOHN C. FITTON

Clerk, by (Secretario) TYLER MAXWELL Deputy (Adjunto)

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

[SEAL]

- NOTICE TO THE PERSON SERVED: You are served 1. as an individual defendant. 2. as the person sued under the fictitious name of (specify): 3. [X] on behalf of (specify): THE CITY OF MILLBRAE, a political subdivision of the State of California under: CCP 416.10 (corporation) CCP 416.20 (defunct corporation) CCP 416.40 (association or partnership) [X] other (specify): a public entity 4. by personal delivery on (date):

SHORT TITLE: [REDACTED] J. [REDACTED], et al. v. AMERICAN TRAFFIC, et al.	CASE NUMBER:
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## INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff   
  Defendant   
  Cross-Complainant   
  Cross-Defendant

THE CITY OF DAVIS, a political subdivision of the State of California; THE CITY OF CAPITOLA, a political subdivision of the State of California; THE CITY OF MILLBRAE, a political subdivision of the State of California; THE CITY OF SOUTH SAN FRANCISCO, a political subdivision of the State of California; and DOES 1 through 250

1 Richard E. Donahoo (SBN 186957)  
Sarah L. Kokonas (SBN 262875)  
2 Judith L. Camilleri (SBN 282503)  
**DONAHOO & ASSOCIATES**  
3 440 W. First Street, Suite 101  
Tustin, California 92780  
4 Telephone (714) 953-1010  
Facsimile (714) 953-1777  
5 rdc @donahoo.com  
skc @donahoo.com  
6 jca @donahoo.com

(ENDORSED)  
**FILED**  
SAN MATEO COUNTY

AUG 25 2014

Clerk of the Superior Court  
By TYLER MAXWELL  
DEPUTY CLERK

7 Attorneys for Plaintiffs [redacted] J [redacted], A [redacted], and B [redacted]

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **SAN MATEO COUNTY - SOUTHERN BRANCH**

11 [redacted] J [redacted], A [redacted], and  
12 [redacted] B [redacted], each as  
an individual,

13 Plaintiffs,

14 v.

15 AMERICAN TRAFFIC SOLUTIONS, INC., a  
Kansas corporation; LASERCRAFT, INC., a  
16 Georgia corporation; THE CITY OF DAVIS, a  
political subdivision of the State of California;  
17 THE CITY OF CAPITOLA, a political  
subdivision of the State of California; THE CITY  
18 OF MILLBRAE, a political subdivision of the  
State of California; THE CITY OF SOUTH SAN  
19 FRANCISCO, a political subdivision of the State  
of California; and DOES 1 through 250,

20 Defendants.

Case No.

Assigned for all purposes to: 28

Judge

FILE BY FAX

Dept

**COMPLAINT FOR DAMAGES**

1. Failure to Pay Wages [Cal. Lab. Code §§510, 1194, et seq., 1189, 1811 and 1815];
2. Nonpayment Of Prevailing Wages [Cal. Lab. Code §§1194, 1771 & 1774];
3. Failure To Provide Or Otherwise Compensate For Missed Meal And Rest Breaks [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Pay Wages of Terminated Or Resigned Employees [Cal. Lab. Code §§201-203];
5. Recovery Under Public Works Payment Bonds [Cal. Civ. Code §3250]
6. Enforcement of Stop Notices [Cal. Civ. Code §§ 8520, 9100, 9502];
7. Recovery Under Stop Notice Release Bonds [Cal. Civ. Code § 9364];
8. Unfair Competition [Bus. & Prof. Code §§17200, et seq.]

**JURY TRIAL DEMANDED**

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27 **COME NOW** Plaintiffs [redacted] J [redacted], A [redacted], and [redacted]  
28 [redacted] B [redacted] ("Plaintiffs") who demand trial by jury and complain and allege of

1 Defendants AMERICAN TRAFFIC SOLUTIONS, INC. ("ATS"), LASERCRAFT, INC.  
2 ("LASERCRAFT"), THE CITY OF DAVIS, THE CITY OF CAPITOLA, THE CITY OF MILLBRAE,  
3 and THE CITY OF SOUTH SAN FRANCISCO, political subdivisions of the State of California and  
4 DOES 1 through 250 as follows:

5 **I. INTRODUCTION**

6 1. Plaintiffs are former employees of joint employers ATS and LASERCRAFT and DOES 1  
7 to 150 ("Defendant employers"). During their employment, Plaintiffs, and each of them, worked in  
8 execution of public works projects in the State of California. At least one of the Plaintiffs worked on  
9 projects performed in execution of public works contracts with the cities of South San Francisco,  
10 Millbrae, Capitola, Davis, Los Angeles, Long Beach, Whittier, San Bernardino, Riverside, Palm Springs,  
11 Santa Barbara, Santa Maria and Anaheim ("the Projects"). One or more of the Plaintiffs worked on at  
12 least one of the city projects listed above.

13 2. Each of the Projects was a public work as defined by the Labor Code. As such, Plaintiffs  
14 were required to be paid for all hours worked in execution of public works projects according to  
15 California's Prevailing Wage Law. Plaintiffs were not paid their lawfully earned wages on public works.

16 3. Plaintiffs seek damages for their wage and hour claims, including back wages, liquidated  
17 damages, penalties and interest for ATS's willful failure to pay Plaintiffs their statutory wages (Labor  
18 Code §§1194, 1771, 1774) and failure to pay wages owed at time of separation.

19 4. Plaintiffs seek recovery from Defendants DOES 151 through 250 (hereinafter collectively  
20 referred to as the "Defendant Sureties and Principals") who Plaintiffs are informed and believe provided  
21 statutory payment bonds on public projects where at least one of the Plaintiffs worked and whose  
22 payment bond was within the applicable statute of limitations at the time of filing this complaint. The  
23 statutory bonds provide that if the contractor, or any of their subcontractors, failed to pay for any work or  
24 labor performed in connection with a public works project, that the surety on the bond would pay the  
25 same. Plaintiffs are entitled to recover under payment bonds, as ATS failed to pay Plaintiffs their earned  
26 wages on the public works projects.

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1 5. Plaintiffs also seek equitable relief for restitution, an accounting, and to enjoin Defendant  
2 employers from engaging in the practices alleged in this Complaint and to require ATS to pay all monies  
3 wrongfully withheld by ATS' unfair business practices and unlawful competition.

4 6. Plaintiffs seek attorneys' fees, costs, and interest pursuant to various statutes under the  
5 Labor Code and Civil Code.

## 6 II. THE PARTIES

### 7 A. Plaintiffs

8 7. Plaintiff [REDACTED] JA [REDACTED] ("JA [REDACTED]") is, and at all relevant times herein was, an  
9 individual over the age of eighteen and a resident of California. JA [REDACTED] was employed by ATS from on  
10 or about February 2010 to on or about April 4, 2014. Plaintiff performed work within the State of  
11 California, including work on at least one "public work" project as such term is defined by California  
12 Labor Code §1720, et seq.

13 8. Plaintiff [REDACTED] ARR [REDACTED] ("ARR [REDACTED]") is, and at all relevant times herein was, an  
14 individual over the age of eighteen and a resident of California. ARR [REDACTED] was employed by ATS from  
15 on or about September 2007 to on or about August 2011. Plaintiff performed work within the State of  
16 California, including work on at least one "public work" project as such term is defined by California  
17 Labor Code §1720, et seq.

18 9. Plaintiff [REDACTED] BOR [REDACTED] ("BOR [REDACTED]") is, and at all  
19 relevant times herein was, an individual over the age of eighteen and a resident of  
20 California. BOR [REDACTED] was employed by ATS from on or about June 2009 to December 2010.  
21 Plaintiff performed work within the State of California, including work on at least one "public work"  
22 project as such term is defined by California Labor Code §1720, et seq.

### 23 B. Defendants

24 10. Under information and belief, Defendant ATS is and at all times mentioned herein was a  
25 Kansas corporation, duly organized and authorized to do business in the State of California, and  
26 conducted business in counties, including but not limited to San Mateo, Santa Cruz, Yolo, Santa Barbara,  
27 Los Angeles, San Bernardino and Riverside counties.

28 11. Under information and belief, Defendant LASERCRAFT is and at all times mentioned

1 herein was a Georgia corporation, duly organized and authorized to do business in the State of California,  
2 and conducted business in counties, including but not limited to San Mateo, Santa Cruz, Yolo, Santa  
3 Barbara, Los Angeles, San Bernardino and Riverside counties

4 12. Plaintiffs are informed and believe, and based thereon allege, that Defendants ATS,  
5 LASERCRAFT, and DOES 1 through 150 were joint employers of Plaintiffs on the Projects in that said  
6 Defendants directly or indirectly exercised control over the wages, hours and/or working conditions of  
7 Plaintiffs. Defendants ATS, LASERCRAFT, and DOES 1 through 150 knew that Plaintiffs were not  
8 being paid the correct prevailing wage rate for their work on the Projects but continued to employ by  
9 contract, permit by acquiescence, and suffer by a failure to hinder or prevent, the alleged Labor Code  
10 violations, while having the power to do so.

11 13. Plaintiffs are informed and believe and based thereon allege that Defendants ATS,  
12 LASERCRAFT, and DOES 1 through 150 monitored, instructed and supervised the Plaintiffs' work and  
13 kept daily records of the Plaintiffs' work.

14 14. Plaintiffs are informed and believe and based thereon allege that Defendants ATS,  
15 LASERCRAFT, and DOES 1 through 150 controlled the number of hours Plaintiffs were permitted to  
16 work on the Project.

17 15. Plaintiffs are informed and believe and based thereon allege that Defendants ATS,  
18 LASERCRAFT, and DOES 1 through 150 recorded Plaintiffs' hours of work each day.

19 16. Plaintiffs are informed and believe and based thereon allege that Defendants ATS,  
20 LASERCRAFT, and DOES 1 through 150 directed Plaintiffs to work more than 8 hours a day without  
21 receiving overtime compensation.

22 17. Plaintiffs are informed and believe and based thereon allege that Defendants ATS,  
23 LASERCRAFT, and DOES 1 through 150 controlled days and hours worked. Plaintiffs are informed and  
24 believe and based thereon allege that Defendants ATS, LASERCRAFT, and DOES 1 through 150  
25 directly supervised, directed and controlled the work of Plaintiffs, including but not limited to directing  
26 and authorizing Plaintiffs to perform work.

27 18. Plaintiffs are informed and believe and based thereon allege that Defendants ATS,  
28 LASERCRAFT and DOES 1 through 150 directed the daily the work of Plaintiffs, including but not



1 limited to the assignment of tasks on the project and work crews.

2 **ii. Defendant Sureties and Principals on Payment Bonds**

3 19. Plaintiffs are informed and believe and based thereon allege that Defendants DOES 151-  
4 200 acted as sureties and principals on payment bonds on public works projects alleged herein and each  
5 was an entity authorized to do business in the State of California. Each surety was engaged under and by  
6 virtue of the laws of the State of California in making, guaranteeing, and becoming a surety on bonds and  
7 undertakings as required or authorized by law.

8 20. Plaintiffs are informed and believe and thereon allege that DOES 201 through 225 are  
9 cities, counties or other political subdivisions of the state of California and awarding bodies for a public  
10 works project (hereinafter collectively referred to as the "Awarding Body Defendants").

11 21. Plaintiffs are informed and believe and thereon allege that DOES 226 through 250 acted  
12 as a sureties for stop notice release bond(s) on one or more of the Projects where Plaintiffs were  
13 employed by Defendants and Does 1 through 150 and was a corporation authorized to do business in the  
14 State of California, engaged under and by virtue of the laws of the State of California in making,  
15 guaranteeing, and becoming a surety on bonds and undertakings as required or authorized by law.  
16 Plaintiffs do not know the identity and formal name of each surety, which will be identified in discovery.  
17 Plaintiffs seek recovery against all applicable stop notice release bonds in existence and within the  
18 applicable statute of limitations.

19 **iii. All Defendants**

20 22. Plaintiffs are informed and believe and based thereon allege that each of the Defendant  
21 employers named in this Complaint, including each of the DOE Defendants, is responsible in some  
22 manner for one or more of the events and happenings, and proximately caused the injuries and damages,  
23 hereinafter alleged.

24 23. The true names and capacities, whether individual, corporate, partnership, associate, or  
25 otherwise, of Defendants DOES 1 through 250 are unknown to Plaintiffs who therefore sue these Doe  
26 Defendants by such fictitious names. Plaintiffs will seek leave to amend this Complaint to allege the true  
27 names and capacities when they ascertained.

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### III. THE PROJECTS

24. Plaintiffs claim lawful wages on all projects on which they performed work as employees of ATS. Such projects were "public works" projects as defined by the California Labor Code including §1720 et seq. and §1771 et seq., for which ATS was required to pay prevailing wages. The typical work performed by ATS workers included installation and/or maintenance and repair of Red Light Camera Enforcement Systems.

25. The projects where Plaintiff performed work for ATS included projects undertaken on behalf of, but not limited, to the cities of South San Francisco, Millbrae, Capitola, Davis, Los Angeles, Long Beach, Whittier, San Bernardino, Riverside, Palm Springs, Santa Barbara, Santa Maria and Anaheim.

26. Plaintiffs may have worked on other projects, the identities of which are yet unknown. Plaintiffs seek to recover for all work on all projects and reserve the right to amend this complaint if and when the names of any additional projects are ascertained.

### IV. GENERAL ALLEGATIONS

27. The legal minimum wage rate for workers employed on California public works is the "general prevailing rate of per diem wages" (Labor Code §§1771, 1774) or more commonly referred to as the "prevailing wage" rate.

28. For their work on the Projects, Plaintiffs were required to be paid the minimum prevailing wage rate assigned per the classification set forth in semiannual General Wage Determinations published by the Director of Industrial Relations ("DIR"). The proper prevailing wage rate for the work performed in the state of California is considered the minimum wage. It is the only legal wage that may be paid for work in execution of a public work contract. In addition to the required straight-time hourly rate of pay, the term "prevailing wage" includes a designated rate for overtime and holiday work, travel time and subsistence pay. (Cal. Code of Regulations §16000). All such rates are published semiannually by the California Department of Industrial Relations ("DIR") pursuant to pertinent California regulations.

29. Plaintiffs were required to be paid the at the rate of the prevailing wage classification that most closely resembles the work performed. That classification is Electrician – Inside Wireman as the Scope of Work and Duties most closely resembles the work performed including the installation, repair

1 and maintenance of Red Light Camera Enforcement Systems. Defendants were required to pay Plaintiffs  
2 for all hours worked and for Compensable Travel Time. Compensable travel time related to a public  
3 works project constitutes "hours worked" on the project, which is payable at not less than the prevailing  
4 rate based on the worker's classification.

5 30. But during their employment with Defendant employers Plaintiffs were not paid for all  
6 hours worked at the required classification. Plaintiffs were routinely misclassified and paid at rates far  
7 below Electrician – Inside Wireman. Plaintiffs were paid at flat rates of \$18.00 to \$20.00 per hour.  
8 Defendant acknowledges paying a fraction of the prevailing wage rate, but asserts that the projects were  
9 not covered by the PWL and therefore there was no legal requirement to pay the lawful wages.

10 31. Defendant employers were required to submit to the Awarding Body payroll records  
11 certified under penalty of perjury with the name and address of each worker, the classification of work  
12 performed, and the rate of pay for each hour worked. Plaintiffs are informed and believe that Defendant  
13 employers did not submit accurate payroll records to the Awarding Body reflecting the days, hours, rate  
14 of pay, or proper classification for Plaintiffs' work.

15 32. In addition to the wage fraud and abuse, Defendant employers engaged in other Labor  
16 Code violations, including but not limited to:

- 17       ▪ failing to provide itemized and accurate wage statements in violation of Labor Code
- 18             §226(a);
- 19       ▪ failing to pay wages due within 72 hours of the separation of an employee in violation of
- 20             Labor Code §203 et seq.;

21 33. California law requires that on all public works projects, the contractor provide a payment  
22 bond from a qualified surety to guarantee the payment of all wages to all laborers of every class  
23 performing labor on, or bestowing skill or other necessary services on, the project. Plaintiffs are  
24 informed and believe that bonds were issued for the Project in compliance with Civil Code §§9550 et  
25 scq.

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**V. FIRST CAUSE OF ACTION**  
**FAILURE TO PAY OVERTIME WAGES**  
**CALIFORNIA LABOR CODE §§510, 1194, ET SEQ., 1189, 1811 AND 1815**  
**On Behalf of Plaintiffs**  
**(Against ATS, LASERCRAFT and DOES 1 to 150)**

34. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

35. California Labor Code §510 provides in relevant part:

Day's work; overtime; commuting time

Eight hours of labor constitutes a day's work

\*\*\*\*

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on a seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee . . .

36. California Labor Code §1194 provides in relevant part that: "any employee receiving less than the 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."

37. Labor Code §1198 provides in relevant part, "the employment for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

IWC Order No. 16-2001(3)(A)(1) provides in relevant part:

Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1½) times the employee's regular rate of

1 pay for all hours worked in excess of eight (8) hours up to an including 12  
2 hours in any workday, and for the first (8) hours worked on the seventh  
(7th) consecutive day of work in a workweek; and

3 (b) Double the employee's regular rate of pay for all hours  
4 worked in excess of 12 hours in any workday and for all hours worked in  
excess of eight (8) hours on the seventh (7th) consecutive day of work in a  
workweek.

5 38. Labor Code §1811 provides, "The time of service of any workman employed upon public  
6 work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one  
7 calendar week, except as hereinafter provided for under Section 1815." Section 1815 provides in  
8 relevant part that "work performed by employees of contractors in excess of 8 hours per day, and 40  
9 hours during any one week, shall be permitted upon public work upon compensation for all hours worked  
10 in excess of 8 hours per day at not less than 1½ times the basic rate of pay."

11 39. As alleged herein, ATS failed to properly compensate Plaintiffs for working off-the-clock  
12 and overtime. Plaintiffs did not receive compensation for all hours worked over eight per day or forty  
13 per week at the required overtime rate.

14 40. In addition, California Labor Code §226(a) provides in relevant part that: "Every  
15 employer shall . . . furnish each of his or her employees . . . an itemized statement in writing showing . . .  
16 total hours worked by the employee . . . and all applicable hourly rates in effect during the pay period and  
17 the corresponding number of hours worked at each hourly rate by the employee."

18 41. California Labor Code §226(b) then provides in relevant part: "Any employee suffering  
19 injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a)  
20 shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period  
21 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a  
22 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and shall be  
23 entitled to an award of costs and reasonable attorney's fees."

24 42. By their actions alleged above, Defendants violated the provisions of California Labor  
25 Code §§226, 510, 1194, et seq., 1198, and 1815 and are therefore liable to Plaintiffs for the damages  
26 caused.

27 43. As a result of the unlawful acts of Defendants, Plaintiffs have been deprived of  
28 compensation in amounts to be determined at trial, and are entitled to injunctive relief and recovery of

1 such amounts, including interest thereon, attorney's fees, costs, and penalties.

2 **VI. SECOND CAUSE OF ACTION**  
3 **FOR NONPAYMENT OF PREVAILING WAGES**  
4 **CALIFORNIA LABOR CODE §§1194, 1771 & 1774**  
5 **On Behalf of Plaintiffs**  
6 **(Against ATS, LASERCRAFT and DOES 1 to 150)**

7 44. Plaintiffs re-allege and incorporate by reference as though fully set forth herein each of  
8 the allegations of the preceding paragraphs.

9 45. At all times mentioned herein, ATS was subject to the minimum wage requirements of the  
10 State of California pursuant to Labor Code §1194 and prevailing wage laws of the State of California  
11 pursuant to Labor Code §1771, regarding work undertaken on public construction projects, including  
12 work undertaken on the Project. Pursuant to Labor Code §1194, ATS had a duty to pay Plaintiffs on the  
13 PROJECTS not less than the minimum required hourly rate of pay and legal overtime wages. Pursuant  
14 to Labor Code §§1771 and 1774, ATS had a duty to pay Plaintiffs on such projects not less than the  
15 general prevailing rate of per diem wages for work of a similar character in the locality in which the  
16 public work is performed, and not less than the general prevailing rate of per diem wages for holiday and  
17 overtime work. As employees of ATS on public works, Plaintiffs [REDACTED] JA [REDACTED],  
18 ARR [REDACTED], and [REDACTED] BOR [REDACTED], when performing work on the PROJECTS  
19 installing, maintaining and repairing red-light traffic camera enforcement systems and were required to  
20 be paid Electrician – Inside Wireman prevailing wage rates. ATS was also required to pay Plaintiffs  
21 Compensable Travel Time payable at not less than the prevailing rate based on the worker's  
22 classification.

23 46. The per diem wages and prevailing wages required to be paid pursuant to Labor Code  
24 §§1194, 1771 and 1774 are set forth in annual and semiannual bulletins published by the California  
25 Department of Industrial Relations.

26 47. Plaintiffs were paid less than the minimum required general prevailing rate of per diem  
27 wages for work and less than the minimum required prevailing rate of per diem wages for holiday and  
28 overtime work for their work on the Project as required by Labor Code §§1194, 1771 and

1 1774. Plaintiffs were paid a rate equal to a fraction of the required pay rates in a scheme to avoid paying  
2 the minimum required prevailing rate of per diem wages.

3 48. As a result of ATS's violation of statutory duties, as more fully set forth above, Plaintiffs  
4 were damaged in an amount above the jurisdictional limits of this court. Pursuant to Labor Code  
5 §1194.2, Plaintiffs seek liquidated damages for failure to pay minimum wage.

6 49. Additionally, Plaintiffs seek as damages the difference between the amount actually paid  
7 and the prevailing wage rate. Plaintiffs' audits and investigations are continuing, however, the amounts  
8 claimed are above the jurisdictional minimum requirements of this court. Plaintiffs will seek leave of  
9 court to amend this Complaint according to proof at the time of trial.

10 50. Plaintiffs are entitled to and therefore request an award of prejudgment interest on the  
11 unpaid wages set forth herein.

12 51. Plaintiffs have incurred and will continue to incur attorneys' fees in the prosecution of this  
13 action and therefore demand such reasonable attorneys' fees as set by the court. WHEREFORE,  
14 Plaintiffs seek damages from Defendants, and each of them, as hereinafter set forth.

15 **VII. THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY FOR MISSED MEAL AND REST BREAKS**

17 **On Behalf of Plaintiffs**

18 **(Against ATS, LASERCRAFT and DOES 1 to 150)**

19 52. Plaintiffs incorporates by reference each of the allegations of the preceding paragraphs as  
20 though fully set forth herein.

21 53. At all times during their employment, Plaintiffs were covered under the California Labor  
22 Code, the California Code of Regulations, and by the provisions of the Industrial Welfare Commission  
23 Wage Orders, including IWC orders 16-2000 and 16-2001.

24 54. California Labor Code §§ 512 and 11070 of Title 8 of the California Code of Regulations,  
25 Subdiv. 11(A)-(B) require that an employer provide its employees with a 30-minute meal break for every  
26 five-hour increment of time worked. California Labor Code § 512(a) states:

27 (a) An employer may not employ an employee for a work period of more than five  
28 hours per day without providing the employee with a meal period of not less than 30  
minutes, except that if the total work period per day of the employee is no more than six  
hours, the meal period may be waived by mutual consent of both the employer and the

1 employee. An employer may not employ an employee for a work period of more than 10  
2 hours per day without providing the employee with a second meal period of not less than  
3 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal  
4 period may be waived by mutual consent of the employer and the employee only if the first  
5 meal period was not waived.

6 55. Subdivision 12(A) of 8 Cal. Code Regs. § 11070 and IWC Wage Orders require  
7 mandatory rest periods for non-exempt employees in the State of California. 8 Cal. Code Regs. §  
8 11070, Subdiv. 12(A) states:

9 (b) Every employer shall authorize and permit all employees to take rest periods, which  
10 insofar as practicable shall be in the middle of each work period. The authorized rest  
11 period time shall be based on the total hours worked daily at the rate of ten (10) minutes  
12 net rest time per four (4) hours or major fraction thereof. However, a rest period need not  
13 be authorized for employees whose total daily work time is less than three and one-half  
14 (3½) hours. Authorized rest period time shall be counted as hours worked for which there  
15 shall be no deduction from wages.

16 56. California Labor Code § 226.7(b), 8 Cal. Code Regs. § 11070, Subdiv. 11(A)-(B) and 8  
17 Cal. Code Regs. § 11070, Subdiv. 12(B) require that if an employer fails to provide an employee a meal  
18 or rest period, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of  
19 compensation for each workday that the meal or rest period is not provided.

20 57. Defendant employers routinely failed to provide Plaintiffs with a 30 minute unpaid meal  
21 period within the first 5 hours of work and a 10 minute paid rest period every 4 hours of work in  
22 compliance with California Labor Code §§ 512(a) and 226.7, California Code Regs. § 11070 and IWC  
23 Wage Orders. Plaintiffs did not waive their meal and rest periods and were deprived of their meal and  
24 rest periods by Defendant employers who failed to compensate Plaintiffs for their unprovided meal and  
25 rest periods pursuant to California law.

26 58. As a result of Defendant employers' willful failure, Plaintiffs are entitled to recover an  
27 amount to be proved at trial, of not less than one additional hour of pay at each Plaintiffs' regular rate of  
28 compensation for each workday that the meal period was not provided and not less than one additional  
hour of pay at each Plaintiffs' regular rate of compensation for each workday that any rest period was  
not provided.

59. In doing the acts as alleged herein, in deliberately acting to take each and every  
Plaintiffs' labor without pay and in deliberately acting to take each and every Plaintiffs' wages, ATS,  
and each of them, acted with malice, oppression, and with an intent to deny Plaintiffs their wages, all in



1 a willful and conscious disregard for the rights of the Plaintiffs. Plaintiffs are entitled to, and therefore  
2 seek, punitive and exemplary damages in an amount to be proven at the time of trial.

3 60. Plaintiffs are entitled to and therefore request an award of prejudgment interest on the  
4 unpaid wages set forth herein. Plaintiffs have incurred, and will continue to incur, attorneys' fees and  
5 costs in the prosecution of this action. Plaintiffs seek attorneys' fees under all applicable provisions of  
6 law including Labor Code §1194. Wherefore, Plaintiffs pray for judgment as set forth herein.

7 **VIII. FOURTH CAUSE OF ACTION**

8 **FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION**

9 **California Labor Code §§201-203**

10 **On Behalf of Plaintiffs**

11 **(Against ATS, LASERCRAFT and DOES 1 - 150)**

12 61. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the  
13 preceding paragraphs.

14 62. Section 201 and 202 of the California Labor Code require Defendants to pay their  
15 employees all wages due within 72 hours of termination of employment. Section 203 of the Labor Code  
16 provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty,  
17 continue to pay the subject employees' wages until the back wages are paid in full or an action is  
18 commenced. The penalty cannot exceed 30 days of wages.

19 63. Plaintiffs are entitled to compensation for all forms of wages earned, including, but not  
20 limited to, wages earned but not paid, compensation for unprovided meal periods, and/or compensation  
21 for unlawful deductions, but to date have not received such compensation, therefore entitling them to  
22 Labor Code §203 penalties.

23 64. More than 30 days have passed since Plaintiffs have left Defendants' employ, and on  
24 information and belief they have not received payment for all wages due pursuant to Labor Code, §§  
25 201-203.

26 65. As a consequence of Defendants' willful conduct in not paying all earned wages when  
27 due, Plaintiffs are also entitled to an additional 30 days' wages as a penalty under Labor Code, Section  
28 203, together with interest thereon and attorneys' fees and costs.

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**IX. FIFTH CAUSE OF ACTION**  
**RECOVERY OF WAGES AND PENALTIES**  
**UNDER PUBLIC WORKS PAYMENT BONDS**

**On Behalf of Plaintiffs**

**(As Against Defendants Sureties and Principals and DOES 151 - 200)**

66. Plaintiffs re-allege and incorporate by reference as though fully set forth herein each of the allegations of the preceding paragraphs.

67. Plaintiffs are informed and believe that contemporaneously with the execution of each contract for each of the projects at issue, including the Projects, Defendant Sureties and Principals provided payment bond(s) for the purpose of complying with Civil Code §§9550 et seq., filed with and approved by the Awarding Body on one or more of the Projects. The bonds provided that if the contractor, or any of their subcontractors, failed to pay for any work or labor performed on one or more of the respective public works projects, or for skill or services provided to one or more of the respective public works projects, that the surety on the bond would pay the same.

68. Plaintiffs provided labor as employees of on each of the Projects bonded by Defendant Sureties and Principals.

69. Plaintiffs are unaware of the surety, principal and bond number for each of the public works projects at issue and will amend this complaint to set forth the same when payment bonds, sureties and principals are identified. Plaintiffs seek recovery against any and all payment bonds as allowed by law, whether known or unknown, within the applicable statutes of limitations. Plaintiffs do not assert claims on payment bonds except to those whose claims are within the applicable statute of limitations.

70. As a further condition of the payment bonds, the Defendant Sureties and each of them, promised and agreed to pay for all unpaid labor, skill or services on the respective public works projects at issue, for all laborers of every class on the respective public works projects at issue, and for reasonable attorneys' fees to be fixed by the court in case suit was brought on the bond.

71. Plaintiffs are informed and believe and thereon allege that Defendant Sureties have willfully failed or refused to pay the verified claims for wages found to be due and payable to Plaintiffs. Pursuant to Labor Code §203.5 the claims for wages continue as a penalty against the bonding company

1 or surety from the date on which demand for payment was made at the same rate until paid for up to 30  
2 days.

3 72. There is now due, owing and unpaid wages for labor performed by the Plaintiffs on one or  
4 more of the public works projects at issue, including the PROJECTS. Plaintiffs seek as damages the  
5 difference between the amount paid and the legal minimum wage, and waiting time penalties for each  
6 Plaintiff under Labor Codes §§203, and 203.5. Plaintiffs' audit and investigation are continuing,  
7 however, the amounts claimed are above the jurisdictional minimum requirements of this court.  
8 Plaintiffs will seek leave of court to amend this Complaint according to proof at the time of trial.  
9 Plaintiffs claim said damages, together with interest thereon at the maximum legal rate, according to  
10 proof.

11 73. Plaintiffs have incurred and will incur attorneys' fees and costs in the prosecution of this  
12 action and therefore demand such reasonable attorneys' fees and costs as set by the court.

13 **X. SIXTH CAUSE OF ACTION**

14 **ENFORCEMENT OF STOP NOTICES**

15 **California Civil Code §§ 8520, 9100, 9502**

16 **(Brought by Plaintiffs Against The City of Davis, The City of Capitola, The City of Millbrae, The**  
17 **City of South San Francisco and Defendants Does 201-225)**

18 74. Plaintiffs incorporate by reference each of the allegations of the preceding paragraphs as  
19 though fully set forth herein.

20 75. Within applicable statutes of limitation Plaintiffs filed Stop Notices pursuant to Civil  
21 Code §§ 8520, 9100, 9502, seeking payment for work performed on certain projects. The stop notices  
22 were timely filed with the applicable Awarding Bodies and Does 201 through 225. The stop notices are  
23 attached as Exhibit A to this complaint. At this time, Plaintiffs are unaware of the status of the stop  
24 notices and will amend the complaint to ascertain the same. Plaintiffs seek recovery against any and all  
25 stop notices as allowed by law, whether-known or unknown.

26 76. Under information and belief Plaintiffs allege that as a consequence of the stop notices,  
27 the Awarding Bodies have withheld funds for payment from Defendant employers to pay Plaintiffs for  
28 work performed. Plaintiffs sue the Awarding Bodies in this cause of action as stakeholders who are

1 holding funds due to Plaintiffs. There is now due, owing and unpaid wages for labor performed on the  
2 PROJECTS by the Plaintiffs. Plaintiffs' audit and investigation are continuing, however, the amounts  
3 claimed are above the jurisdictional minimum requirements of this court. Plaintiffs seek an order that the  
4 funds, together with interest thereon at the maximum legal rate, be released to Plaintiffs.

5 77. Plaintiffs have incurred, and will continue to incur, attorneys' fees in the prosecution of  
6 this action and therefore demands such reasonable attorneys' fees as set by the court. WHEREFORE,  
7 Plaintiffs seek relief from Defendants, and each of them, as herein set forth.

8 **XI. SEVENTH CAUSE OF ACTION**  
9 **RECOVERY UNDER STOP NOTICE RELEASE BONDS**  
10 **California Civil Code § 9364**  
11 **On Behalf of Plaintiffs**  
12 **(Brought by Plaintiffs Against Defendants Does 226-250)**

13 78. Plaintiffs incorporate by reference each of the allegations of the preceding paragraphs as  
14 though fully set forth herein.

15 79. Within applicable statutes of limitation Plaintiffs filed Stop Notices pursuant to Civil  
16 Code e.

17 80. Under information and belief Plaintiffs allege that as a consequence of the stop notices,  
18 the certain awarding bodies have withheld funds for payment to Plaintiffs for work performed.

19 81. As an alternative theory, Plaintiffs allege that the awarding bodies accepted stop notice  
20 release bonds from DOES 226-250, an admitted surety, to cover the obligations for payment to the  
21 Plaintiffs on the Stop Notices.

22 82. To the extent that based on the stop notice release bonds, the awarding body has released  
23 the funds withheld pursuant to Plaintiffs' stop notices. Plaintiffs seek recovery under the stop notice  
24 release bonds against Defendant Sureties and Principals Does 226-250.

25 83. There is now due, owing and unpaid wages for labor performed on the Project by the  
26 Plaintiffs. Plaintiffs' audit and investigation are continuing, however, the amounts claimed are above the  
27 jurisdictional minimum requirements of this court.

28 84. Plaintiffs have incurred, and will continue to incur, attorneys' fees in the prosecution of

1 this action and therefore demands such reasonable attorneys' fees as set by the court. WHEREFORE,  
2 Plaintiffs seek damages from Defendants, and each of them, as herein set forth Plaintiffs claim said  
3 damages, together with interest thereon at the maximum.

4 **XII. EIGHTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **On Behalf of Plaintiffs**

7 **(Against ATS, LASERCRAFT and DOES 1 to 150)**

8 85. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the  
9 preceding paragraphs.

10 86. Plaintiffs seek equitable relief for restitution and to enjoin Defendant employers from  
11 engaging in the practices alleged in this Complaint and to require Defendants to return all monies  
12 wrongfully withheld by Defendants' unfair business practices and unlawful competition.

13 87. At all times relevant hereto, California Business and Professions Code §17200, et seq.  
14 were in full force and effect. Section 17200 of the Business and Professions Code provides, in relevant  
15 part, that "unfair competition shall mean and include any unlawful, unfair, or fraudulent business act or  
16 practice. . . ."

17 88. Defendants, and each of them, are "persons" as defined under Business and Professions  
18 Code §17021. Each of the directors, officers, and/or agents of Defendants, and each of them, are equally  
19 responsible for the acts of the other directors, officers, employees and/or agents as set forth in the  
20 Business and Professions Code §17095.

21 89. Plaintiffs have suffered injury in fact and have lost money as a result of the unfair  
22 competition of Defendants.

23 90. Plaintiffs bring this action within the four year statute of limitations under §17208 of the  
24 California Business and Professions Code.

25 91. Defendant employers, and each of them, engaged in unlawful and unfair business  
26 practices under California Business and Professions Code §17203. Defendants failed to pay required  
27 wages on public works projects which manifested as a pattern and practice whereby the Defendants  
28 engaged in unfair competition and unfair business practices. Defendants gained a competitive advantage

1 in the marketplace by failing to pay lawful wages that were required of any other legitimate businesses as  
2 a requirement to engage in public works in the State of California.

3 92. At all times material to this action, the conduct described above is an unfair, unlawful  
4 and/or fraudulent business practice in violation of California Business & Professions Code §17200, et  
5 seq.

6 93. As set forth below, Plaintiffs allege, that by the wrongful conduct as alleged, Defendants  
7 have engaged in business within the State of California, as set forth and defined in Business and  
8 Professions Code §§17026, 17029, and 17073, in a manner that injures workers on public works projects,  
9 leads to misrepresentations to the public about the manner in which Defendants engaged in business,  
10 and/or destroys competition in violation of Business and Professions Code §17043.

11 94. Upon information and belief, Plaintiffs allege that Defendants engaged in the acts and  
12 omissions heretofore alleged for the purpose of profiting from lower labor costs and obtaining an  
13 unlawful or unfair advantage in the California public works construction market, all in a scheme to  
14 engage in unfair competition, at the expense of Plaintiffs and to the detriment of public policy for the  
15 lawful employment of workers on construction projects, including public works projects.

16 95. As a direct and proximate result of these acts and omissions, Defendant employers were  
17 able to unfairly compete in the State of California as contractor or subcontractor in violation of the Labor  
18 Code and the Business and Professions Code. Plaintiffs seek restitution of all unpaid wages. In addition  
19 to restitution and restoration of all wages owed to Plaintiffs, Plaintiffs seek to enforce any and all  
20 applicable equitable remedies.

21 **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

22 **A. FOR THE FIRST AND SECOND CAUSES OF ACTION:**

23 1. For damages for unpaid wages, including overtime, measured as the difference between  
24 accrued wages at the proper prevailing wage and the actual wages paid to Plaintiffs, and for such  
25 damages as may be recoverable under law, according to proof at trial;

26 2. For liquidated damages per to Labor Code §1194.2 for failure to pay minimum wage.

27 3. Damages per Labor Code §226(a), up to \$4,000 for each Plaintiff, for false itemized wage  
28 statements pursuant to California law;

1           4. Pursuant to California law, an award of all accrued interest from the date that the wages  
2 were due and payable at the lawful rate specified in subdivision; and

3           5. An award to Plaintiffs for all reasonable attorneys' fees and costs pursuant to California  
4 Labor Code §1194 and/or other applicable state laws.

5 **B. FOR THE THIRD CAUSE OF ACTION:**

6           1. For damages for unpaid wages for missed meal and rest periods pursuant to Labor Code  
7 § 226.7(b) in the amount of one additional hour of pay at the worker's rate of compensation for each  
8 work day that a meal or rest period was not provided, according to proof at trial;

9           2. For statutory penalties as may be recoverable under law;

10          3. For prejudgment interest;

11          4. For attorneys' fees and costs pursuant to Labor Code §§ 226.7(b), 1194 and/or other  
12 applicable state laws.

13 **C. FOR THE FOURTH CAUSE OF ACTION:**

14          1. - Waiting time penalties of thirty days of pay at the Plaintiffs' regular rate of pay; for  
15 interest thereon at the maximum legal rate, and for reasonable attorneys' fees and costs.

16 **D. FOR THE FIFTH, SIXTH, AND SEVENTH CAUSES OF ACTION:**

17          1. For unpaid wages as may be recoverable under California's Stop Notice and Payment  
18 Bond laws, according to proof at time of trial;

19          2. For statutory penalties to the extent recoverable under California Law, including penalties  
20 under Labor Code §§203 and 203.5;

21          3. For prejudgment interest; and

22          4. For attorneys' fees and costs pursuant to Labor Code §1194 and/or other applicable  
23 statutes.

24 **E. FOR THE EIGHTH CAUSE OF ACTION:**

25          1. -- An order imposing a constructive trust upon Defendants to compel them to transfer  
26 Plaintiffs' wages that have been wrongfully obtained and withheld by Defendants to the detriment of  
27 Plaintiffs;

28          2. An award of restitution to Plaintiffs in the amount equal to all unpaid wages, including

1 overtime wages owed, in a total amount to be proven at trial, plus interest as provided by statute;

2 3. A declaration that Defendants have engaged in unlawful and unfair business practices in  
3 violation of Cal. Bus. & Prof. Code §17200, et seq. and notice to relevant governmental agencies and  
4 departments as determined by the Court;

5 4. A preliminary and/or permanent and mandatory injunction as provided under California  
6 Business and Professions Code §§17200, et seq. enjoining Defendants and their respective successors,  
7 agents, servants, officers, directors, employees and all persons acting in concert with them from pursuing  
8 the policies, acts and practices complained of herein, and prohibiting Defendants from continuing such  
9 acts of unfair and illegal business acts and practices;

10 5. Equitable remedies, including but not limited to an equitable accounting, as the Court  
11 deems just and proper under the circumstances.

12 **F. FOR ALL CAUSES OF ACTION:**

- 13 1. For reasonable attorneys' fees and costs as permitted by California law;  
14 2. For expenses and costs of suit;  
15 3. For prejudgment interest; and  
16 4. Such other relief as the court deems just and proper under the circumstances.

17 **JURY TRIAL DEMAND**

18 Plaintiffs hereby demand their constitutional right to trial by jury for all triable issues in the  
19 above-entitled action.

20 Dated: August 21, 2014

DONAHOO & ASSOCIATES

21  
22 By: \_\_\_\_\_

Richard E. Donahoo  
Sarah L. Kokonas  
Judith L. Camilleri  
Attorneys for Plaintiffs



Exhibit A

1. City of Davis - Stop Payment notice – Public Works
2. City of Capitola - Stop Payment notice – Public Works
3. City of Millbrae - Stop Payment notice – Public Works
4. City of South San Francisco - Stop Payment notice – Public Works

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**EXHIBIT A**

**EXHIBIT A**

STOP PAYMENT NOTICE—PUBLIC WORKS  
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS  
(CA CIVIL CODE § 8044, 8350 et seq.)

TO: PUBLIC ENTITY (CA Civ. Code §§ 8036, 9354) DIRECT CONTRACTOR (CA Civ. Code § 8016) CONSTRUCTION LENDER, if any (CA Civ. Code § 8008)

NAME: City of Davis American Traffic Solutions  
ADDRESS: 2800 Fifth Street 7681 East Gray Road  
Davis, CA 95618 Scottsdale, AZ 85260

YOU ARE HEREBY NOTIFIED THAT (Claimant):

Name (Use correct legal name): [Redacted] Ja [Redacted]  
Address: [Redacted] CA [Redacted]  
Relationship to the parties of the one giving this notice (subcontractor, supplier, describe if otherwise): Worker

HAS FURNISHED WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING GENERAL DESCRIPTION:

Labor

FOR THE BUILDING, STRUCTURE OR OTHER WORK OF IMPROVEMENT LOCATED AT THE FOLLOWING ADDRESS OR SITE OTHERWISE DESCRIBED SUFFICIENTLY FOR IDENTIFICATION:

Address: Various Locations  
or Description: Redlight photo Enforcement Program

THE PERSON OR FIRM TO WHOM SUCH WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL IS PROVIDED:

Name: American Traffic Solutions, Inc.  
Address: 7681 East Gray Road - Scottsdale, AZ 85260

THE VALUE OF THE WHOLE AMOUNT OF WORK, LABOR, SERVICES, EQUIPMENT AND/OR MATERIALS TO BE PROVIDED IS:

Amount: \$ 32,001.98

THE VALUE OF WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL PROVIDED TO DATE IS:

Amount: \$ 32,101.98

CLAIMANT HAS BEEN PAID THE SUM OF \$ 12,500.00  
AND THERE REMAINS UNPAID AFTER DEDUCTING ALL JUST CREDITS AND OFFSETS THE SUM OF \$ 19,601.98  
TOGETHER WITH INTEREST AT THE RATE OF 10 % PER ANNUM, FROM May 29, 2014 (date).

UNDER CALIFORNIA CIVIL CODE § 9358 YOU ARE REQUIRED TO SET ASIDE SUFFICIENT FUNDS TO SATISFY THIS CLAIM WITH INTEREST, COURT COSTS AND REASONABLE COSTS OF LITIGATION, AS PROVIDED BY LAW. YOU ARE ALSO NOTIFIED THAT CLAIMANT CLAIMS AN EQUITABLE LIEN AGAINST ANY CONSTRUCTION FUNDS FOR THIS PROJECT WHICH ARE IN YOUR HANDS.

DATE: May 29, 2014 NAME OF CLAIMANT: [Redacted] Ja [Redacted]  
BY: [Redacted] (Signature of Claimant or Authorized Agent)

VERIFICATION

I, [Redacted] Ja [Redacted], state I am the (Owner of, President of, Authorized Agent of, Partner of, etc.) the claimant named in the foregoing STOP PAYMENT NOTICE -- PUBLIC WORKS. I have read said STOP PAYMENT NOTICE -- PUBLIC WORKS and know the contents thereof; the same is true of my own knowledge.

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

Executed on May 29, 2014 (date), at [Redacted] (City), CA (State).

[Redacted] (Signature of Claimant or Authorized Agent)

PROOF OF SERVICE DECLARATION

(CA Civil Code §§ 8100-8118)

I, EVA Huentao, declare that I served copies of the above STOP PAYMENT NOTICE – PUBLIC WORKS, (check appropriate box):

- a.  By personally delivering copies to \_\_\_\_\_ (name(s) and title(s) of person served) at \_\_\_\_\_ (address), on \_\_\_\_\_ (date), at \_\_\_\_\_ m. (Time)
- b.  By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on \_\_\_\_\_ (date).
- c.  By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

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

Executed on June 6, 2014 (date), at Sacramento (City), CA (State).

Eva Huentao

(Signature of Person Making Service)

STOP PAYMENT NOTICE - PUBLIC WORKS  
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS  
(CA CIVIL CODE § 8044, 8360 et seq.)

PUBLIC ENTITY  
(CA Civ. Code §§ 8030, 8034)

DIRECT CONTRACTOR  
(CA Civ. Code § 8018)

CONSTRUCTION LENDER, if any  
(CA Civ. Code § 8008)

TO: City of Capitola American Traffic Solutions  
ADDRESS: 420 Capitola Ave 71081 East Gray Road  
CITY: Capitola, CA 95010-3318 Scottsdale, AZ 85260

ADDRESSEES ARE HEREBY NOTIFIED THAT (Claimant):

Name (Use correct legal name): Ja

Address: CA

Relationship to the parties of the contract (describe if otherwise): worker

Address of the work: \_\_\_\_\_

Reference to the following general description:  
labor

Address of the building, structure or other work of improvement located at the following address or site otherwise described sufficiently for identification:

Address: 41st Avenue at Capitola Mall Entrance Southbound

Description: Red light photo Program

Name of the person or firm to whom such work, labor, services, equipment or material is provided:

Name: American Traffic Solutions, Inc.

Address: 71081 East Gray Road - Scottsdale, AZ 85260

Name of the claimant: \_\_\_\_\_

Value of the whole amount of work, labor, services, equipment and/or materials to be provided is:

Amount: 43,520.94

Name of the claimant: \_\_\_\_\_

Value of work, labor, services, equipment or material provided to date is:

Amount: 43,520.94

Name of the claimant: \_\_\_\_\_

Amount: 15,455.00

Amount: 28,065.94

Rate: 10 % PER ANNUM, FROM May 29, 2014 (date).

Under California Civil Code § 9358 you are required to set aside sufficient funds to satisfy this claim with interest, court costs and reasonable costs of litigation, as provided by law. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands.

UNDERSIGNED: Ja NAME OF CLAIMANT: \_\_\_\_\_

COSIGNED BY: \_\_\_\_\_

DATE: May 29, 2014

VERIFICATION: I am the \_\_\_\_\_ (Owner, President or Authorized Agent or Partner or, etc.) the claimant named in the STOP PAYMENT NOTICE - PUBLIC WORKS. I have read said STOP PAYMENT NOTICE - PUBLIC WORKS and know the contents thereof; the same is true of my own mind.

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

Witnessed on May 29, 2014 (date), at \_\_\_\_\_ (City), CA (State).

Executed by: \_\_\_\_\_ (Signature of Claimant or Authorized Agent)

Page \_\_\_\_\_

© Porter Law Group, Inc. 2012

PROOF OF SERVICE DECLARATION

(CA Civil Code §§ 8100-8118)

I, EVA HUESTA, declare that I served copies of the above STOP PAYMENT NOTICE – PUBLIC WORKS, (check appropriate box):

- a.  By personally delivering copies to \_\_\_\_\_ (name(s) and title(s) of person served) at \_\_\_\_\_ (address), on \_\_\_\_\_ (date), at \_\_\_\_\_ m. (time)
- b.  By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on \_\_\_\_\_ (date).
- c.  By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

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

Executed on June 2, 2014 (date), at Sacramento (City), CA (State).

Eva Huesta  
(Signature of Person Making Service)

STOP PAYMENT NOTICE — PUBLIC WORKS  
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS  
(CA CIVIL CODE § 8044, 8050 et seq.)

TO: PUBLIC ENTITY (CA Civ. Code §§ 8036, 8054) DIRECT CONTRACTOR (CA Civ. Code § 8018) CONSTRUCTION LENDER, if any (CA Civ. Code § 8006)

NAME: City of Millbrae American Traffic Solutions

ADDRESS: 621 Magnolia Ave 7681 East Gray Road  
Millbrae, CA 94030 Scottsdale, AZ 85260

YOU ARE HEREBY NOTIFIED THAT (Claimant):

Name (Use correct legal name): [Redacted] Jr

Address: [Redacted] CA [Redacted]

Relationship to the parties of the one giving this notice (subcontractor, supplier, describe if otherwise): worker

HAS FURNISHED WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING GENERAL DESCRIPTION:

labor

FOR THE BUILDING, STRUCTURE OR OTHER WORK OF IMPROVEMENT LOCATED AT THE FOLLOWING ADDRESS OR SITE OTHERWISE DESCRIBED SUFFICIENTLY FOR IDENTIFICATION:

Address: Millbrae Avenue - Millbrae, CA

or Description: Red light photo program

THE PERSON OR FIRM TO WHOM SUCH WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL IS PROVIDED:

Name: American Traffic Solutions, Inc.

Address: 7681 East Gray Road - Scottsdale, AZ 85260

THE VALUE OF THE WHOLE AMOUNT OF WORK, LABOR, SERVICES, EQUIPMENT AND/OR MATERIALS TO BE PROVIDED IS:

Amount: \$ 137,114.57

THE VALUE OF WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL PROVIDED TO DATE IS:

Amount: \$ 137,114.57

CLAIMANT HAS BEEN PAID THE SUM OF \$ 44,460.00  
AND THERE REMAINS UNPAID AFTER DEDUCTING ALL JUST CREDITS AND OFFSETS THE SUM OF \$ 92,654.57  
TOGETHER WITH INTEREST AT THE RATE OF 10 % PER ANNUM, FROM May 29, 2014 (date).

UNDER CALIFORNIA CIVIL CODE § 8058 YOU ARE REQUIRED TO SET ASIDE SUFFICIENT FUNDS TO SATISFY THIS CLAIM WITH INTEREST, COURT COSTS AND REASONABLE COSTS OF LITIGATION, AS PROVIDED BY LAW. YOU ARE ALSO NOTIFIED THAT CLAIMANT CLAIMS AN EQUITABLE LIEN AGAINST ANY CONSTRUCTION FUNDS FOR THIS PROJECT WHICH ARE IN YOUR HANDS.

DATE: May 29, 2014 NAME OF CLAIMANT: [Redacted] Jr

BY: [Redacted Signature]  
(Signature of Claimant or Authorized Agent)

VERIFICATION

I, [Redacted] Jr state I am the [Redacted] (Owner of, President of, Authorized Agent of, Partner of, etc.) (the claimant named in the foregoing STOP PAYMENT NOTICE - PUBLIC WORKS. I have read said STOP PAYMENT NOTICE - PUBLIC WORKS and know the contents thereof; the same is true of my own knowledge.

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

Executed on May 29, 2014 (date), at [Redacted] (City), CA (State).

[Redacted Signature]  
(Signature of Claimant or Authorized Agent)

PROOF OF SERVICE DECLARATION

(CA Civil Code §§ 8100-8118)

I, EVA Huerta, declare that I served copies of the above STOP PAYMENT NOTICE - PUBLIC WORKS, (check appropriate box):

- a.  By personally delivering copies to \_\_\_\_\_ (name(s) and title(s) of person served) at \_\_\_\_\_ (address), on \_\_\_\_\_ (date), at \_\_\_\_\_, m. (time)
- b.  By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on \_\_\_\_\_ (date).
- c.  By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

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

Executed on June 2, 2014 (date), at Sacramento (City), CA (State).

Eva Huerta

(Signature of Person Making Service)



STOP PAYMENT NOTICE - PUBLIC WORKS  
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS  
(CA CIVIL CODE § 8044, 8350 et seq.)

TO: PUBLIC ENTITY (CA Civ. Code §§ 8036, 8354) DIRECT CONTRACTOR (CA Civ. Code § 8018) CONSTRUCTION LENDER, if any (CA Civ. Code § 8008)

NAME: City of South San Francisco American Traffic Solutions  
ADDRESS: City Hall - 400 Grand Ave 7681 East Gray Road  
South San Francisco, CA 94083 Scottsdale, AZ 85260

YOU ARE HEREBY NOTIFIED THAT (Claimant):

Name (Use correct legal name): [Redacted] JA [Redacted]  
Address: [Redacted] CA [Redacted]  
Relationship to the parties of the one giving this notice (subcontractor, supplier, describe if otherwise): Worker

HAS FURNISHED WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL OF THE FOLLOWING GENERAL DESCRIPTION:

Labor

FOR THE BUILDING, STRUCTURE OR OTHER WORK OF IMPROVEMENT LOCATED AT THE FOLLOWING ADDRESS OR SITE OTHERWISE DESCRIBED SUFFICIENTLY FOR IDENTIFICATION:

Address: South San Francisco  
or Description: Red Light Photo Program

THE PERSON OR FIRM TO WHOM SUCH WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL IS PROVIDED:

Name: American Traffic Solutions, Inc.  
Address: 7681 East Gray Road - Scottsdale, AZ 85260

THE VALUE OF THE WHOLE AMOUNT OF WORK, LABOR, SERVICES, EQUIPMENT AND/OR MATERIALS TO BE PROVIDED IS:

Amount: \$ 109,165.02

THE VALUE OF WORK, LABOR, SERVICES, EQUIPMENT OR MATERIAL PROVIDED TO DATE IS:

Amount: \$ 109,165.02

CLAIMANT HAS BEEN PAID THE SUM OF \$ 35,307.50  
AND THERE REMAINS UNPAID AFTER DEDUCTING ALL JUST CREDITS AND OFFSETS THE SUM OF \$ 73,857.52  
TOGETHER WITH INTEREST AT THE RATE OF 10 % PER ANNUM, FROM May 29, 2014 (date).

UNDER CALIFORNIA CIVIL CODE § 9358 YOU ARE REQUIRED TO SET ASIDE SUFFICIENT FUNDS TO SATISFY THIS CLAIM WITH INTEREST, COURT COSTS AND REASONABLE COSTS OF LITIGATION, AS PROVIDED BY LAW. YOU ARE ALSO NOTIFIED THAT CLAIMANT CLAIMS AN EQUITABLE LIEN AGAINST ANY CONSTRUCTION FUNDS FOR THIS PROJECT WHICH ARE IN YOUR HANDS.

DATE: May 29, 2014 NAME OF CLAIMANT: [Redacted]  
BY: [Redacted] (Signature of Claimant or Authorized Agent)

VERIFICATION

I, JA [Redacted] state I am the (Owner of, President of, Authorized Agent of, Partner of, etc.) the claimant named in the foregoing STOP PAYMENT NOTICE - PUBLIC WORKS. I have read said STOP PAYMENT NOTICE - PUBLIC WORKS and know the contents thereof; the same is true of my own knowledge.

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

Executed on May 29, 2014 (date), at [Redacted] (City), CA (State).  
[Redacted] (Signature of Claimant or Authorized Agent)

PROOF OF SERVICE DECLARATION

(CA Civil Code §§ 8100-8118)

I, EVA Huerta, declare that I served copies of the above STOP PAYMENT NOTICE – PUBLIC WORKS, (check appropriate box):

- a.  By personally delivering copies to \_\_\_\_\_ (name(s) and title(s) of person served) at \_\_\_\_\_ (address), on \_\_\_\_\_ (date), at \_\_\_\_\_ m. (time)
- b.  By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on \_\_\_\_\_ (date).
- c.  By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

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

Executed on June 2, 2014 (date), at Sacramento (City), CA (State).

Eva Huerta  
(Signature of Person Making Service)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Richard E. Donahoo, SBN 186957; Sarah L. Kokonas, SBN 262875  
 Donahoo & Associates  
 440 W. First Street, Suite 101  
 Tustin, CA 92780  
 TELEPHONE NO.: 714-953-1010 FAX NO.: 714-953-1777  
 ATTORNEY FOR (Name): Plaintiffs JA et al.

FOR COURT USE ONLY

(ENDORSED)  
**FILED**  
 SAN MATEO COUNTY

AUG 20 2014

CLERK of the Superior Court  
 By TYLER MAXWELL  
 DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo  
 STREET ADDRESS: 400 County Center  
 MAILING ADDRESS: 400 County Center  
 CITY AND ZIP CODE: Redwood City, CA 94063  
 BRANCH NAME: Hall of Justice

CASE NAME:  
 JA et al. v. AMERICAN TRAFFIC SOLUTIONS, INC., et al.

**CIVIL CASE COVER SHEET**

Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 Counter  Joinder  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **530128**

JUDGE:  
 DEPT:

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

**FILE BY FAX**

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

<p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): 8
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use Form GM-010.)

Date: August 21, 2014  
 Richard E. Donahoo

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) ( <i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> )	Breach of Rental/Lease Contract ( <i>not unlawful detainer or wrongful eviction</i> )	Construction Defect (10)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Contract/Warranty Breach—Seller Plaintiff ( <i>not fraud or negligence</i> )	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims ( <i>arising from provisionally complex case type listed above</i> ) (41)
Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)	Collection Case—Seller Plaintiff	<b>Enforcement of Judgment</b>
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage ( <i>not provisionally complex</i> ) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment ( <i>non-domestic relations</i> )
Other PI/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award ( <i>not unpaid taxes</i> )
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
<b>Non-PI/PD/WD (Other) Tort</b>	Wrongful Eviction (33)	Other Complaint ( <i>not specified above</i> ) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08)	Writ of Possession of Real Property	Injunctive Relief Only ( <i>non-harassment</i> )
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case ( <i>non-tort/non-complex</i> )
Intellectual Property (19)	Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )	Other Civil Complaint ( <i>non-tort/non-complex</i> )
Professional Negligence (25)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice ( <i>not medical or legal</i> )	Residential (32)	Other Petition ( <i>not specified above</i> ) (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) ( <i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> )	Civil Harassment
<b>Employment</b>	<b>Judicial Review</b>	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

NOTICE OF CASE MANAGEMENT CONFERENCE

[Redacted] vs [Redacted]

Case No CIV 580120

American Traffic Solutions, **FILED**  
SAN MATEO COUNTY

Date 01-08-2015

Time 9 00 a m

Dept 7 -on Tuesday & Thursday  
Dept \_\_\_\_\_ -on Wednesday & Friday

AUG 25 2014

Clerk of the Superior Court

[Signature]  
DEPUTY CLERK

You are hereby given notice of your Case Management Conference. The date, time and department have been written above

- 1 In accordance with applicable California Rules of the Court and local Rules 2 3(d)1-4 and 2 3(m), you are hereby ordered to
  - a) Serve all named defendants and file proofs of service on those defendants with the court within 60-days of filing the complaint (CRC 201 7)
  - b) Serve a copy of this notice, Case Management Statement and ADR Information Sheet on all named parties in this action
  - c) File and serve a completed Case Management Statement at least 15-days before the Case Management Conference [CRC 212(g)] Failure to do so may result in monetary sanctions
  - d) Meet and confer, in person or by telephone, to consider each of the issues identified in CRC 212(f) no later than 30-days before the date set for the Case Management Conference

2 If you fail to follow the orders above, you are ordered to show cause why you should not be sanctioned. The Order to Show Cause hearing will be at the same time as the Case Management Conference hearing Sanctions may include monetary, evidentiary or issue sanctions as well as striking pleadings and/or dismissal.

- 3 Continuances of Case Management Conferences are highly disfavored unless good cause is shown
- 4 Parties may proceed to an appropriate dispute resolution process ("ADR") by filing a Stipulation to ADR and Proposed Order (see attached form) If plaintiff files a Stipulation to ADR and Proposed Order electing to proceed to judicial arbitration, the Case Management Conference will be taken off the court calendar and the case will be referred to the Arbitration Administrator If plaintiffs and defendants file a completed stipulation to another ADR process (e g , mediation) 10-days prior to the first scheduled Case Management Conference, the Case Management Conference will be continued for 90-days to allow parties time to complete their ADR session The court will notify parties of their new Case Management Conference date
- 5 If you have filed a default or a judgment has been entered, your case is not automatically taken off Case Management Conference Calendar If "Does", "Roes," etc are named in your complaint, they must be dismissed in order to close the case If any party is in bankruptcy, the case is stayed only as to that named party
- 6 You are further ordered to appear in person\* (or through your attorney of record) at the Case Management Conference noticed above You must be thoroughly familiar with the case and fully authorized to proceed
- 7 The Case Management judge will issue orders at the conclusion of the conference that may include
  - a) Referring parties to voluntary ADR and setting an ADR completion date,
  - b) Dismissing or severing claims or parties,
  - c) Setting a trial date
- 8 The Case Management judge may be the trial judge in this case

For further information regarding case management policies and procedures, see the court's website at [www.sanmateocourt.org](http://www.sanmateocourt.org)

\*Telephonic appearances at case management conferences are available by contacting CourtCall, LLC, an independent vendor, at least five business days prior to the scheduled conference (see attached CourtCall information)

CHAPTER 2. CIVIL TRIAL COURT MANAGEMENT RULES  
PART 1. MANAGEMENT DUTIES

Rule 2.2 Trial Court Management

Reference CRC, rules 3.700, 3.710-3.713, 10.900, 10.901

(Adopted, effective January 1, 2000) (Amended, effective January 1, 2007)

PART 2: CASEFLOW MANAGEMENT

Rule 2.3 New Case Management

This rule applies to all civil cases with the exception of the following: (1) juvenile court matters; (2) probate matters; (3) family law matters; and (4) civil cases which, based on subject matter, have been assigned to a judge, or to more than one judge, for all purposes. For rules applicable to these exceptions, see CRC 2.20, 2.30, 2.570-2.573, 2.585, 2.810-2.819, 2.830-2.834, 3.650, 3.700-3.735, 3.920-3.927, 3.1370, 3.1380-3.1385, 3.1590-3.1591, 3.1806, 5.590, 10.900-10.901, 10.910, 10.950-10.953.

(a) Purposes and Goals

The purposes and goals of the San Mateo Superior Court Civil Case Management System effective January 1, 1992 are:

- (1) To manage fairly and efficiently, from commencement to disposition, the processing of civil litigation.
- (2) To prepare the bench and bar for full implementation of the Trial Court Delay Reduction Act (A.B. 3820) on July 1, 1992; and
- (3) To encourage parties to agree to informal discovery early in the life of the case, to use standard form interrogatories and to promote alternative dispute resolution. Nothing in these rules is intended to prevent the parties from stipulating to an earlier intervention by the court by way of a case management conference, settlement conference or any other intervention that seems appropriate.
- (4) In accordance with Sections 3.710-3.715, 10.900, 10.901 of the California Rules of Court, Local Rule 2.3 is adopted to advance the goals of Section 68603 of the Government Code and Section 2.1 of the Standards of Judicial Administration recommended by the Judicial Council.

(b) Team concept

Beginning January 1, 1994 civil litigation will be managed primarily by a team of two program judges.

The clerk will assign the case to a program judge at the time the complaint is filed. The case shall be managed by the assigned program judge until disposition or until the case is assigned to a trial department.