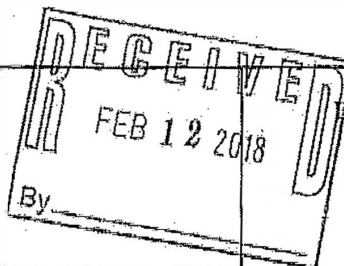


Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
464 W. Fourth Street, Ste 348
San Bernardino, CA 92401
mmunoz@dlr.ca.gov FAX: (909) 614-7689



Edmund G. Brown Jr., Governor



Center for Contract Compliance
1168 E La Cadena Dr #202
Riverside, CA 92507
Gus Garcia

DATE:
February 09, 2018

In Reply Refer to Case No.
40-53568-267

CASE REASSIGNMENT LETTER

PROJECT NAME: 2014-2015 Halecrest Neighborhood Parkway Concrete Rep.	Awarding Body City of Costa Mesa	Project No. 0
Prime Contractor C J Concrete Construction Inc		
Subcontractor		

Please be advised that I have been reassigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Monique Munoz
Monique Munoz
Industrial Relations Representative

PW 4 (Revised 1/2015)

15403345

Labor Commissioner, State of California
 Department of Industrial Relations
 Division of Labor Standards Enforcement
 Bureau of Field Enforcement- Public Works
 464 West Fourth Street, Room 348
 San Bernardino, CA 92401

agalbreath@dir.ca.gov

FAX:

(909) 383-6397

Center for Contract Compliance
 1168 E. La Cadena Drive #202
 Riverside, CA 92507
 Gus Garcia

DATE:

January 27, 2017

Edmund G. Brown Jr., Governor



In Reply Refer to Case No:

40-53696-074

CASE ASSIGNMENT LETTER

PROJECT NAME	Project No.
Eastside Neighborhood Parkway Concrete Repair Project-Z	
Prime Contractor	
CJ Concrete Construction, Inc.	
Subcontractor	
CJ Concrete Construction, Inc.	

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

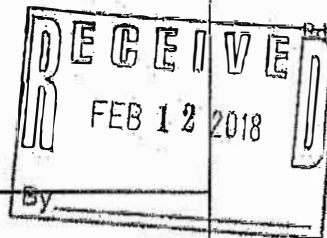
By Adria Galbreath AG

Adria Galbreath

Deputy Labor Commissioner

PW ☐ 4 (Revised 1/2015)

Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
464 W. Fourth Street, Ste 348
San Bernardino, CA 92401
TELmunoz@dir.ca.gov FAX: (909) 614-7689



Edmund G. Brown Jr., Governor



Center for Contract Compliance
1168 E La Cadena Dr #202
Riverside, CA 92507
Gus Garcia

DATE:
February 09, 2018

In Reply Refer to Case No:
40-53569-267

CASE REASSIGNMENT LETTER

PROJECT NAME Parkway Concrete Repair and New Sidewalk Construction	Awarding Body City of Costa Mesa - Engineering Department	Project No. 0
Prime Contractor C J Concrete Construction Inc		
Subcontractor		


Please be advised that I have been reassigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Monique Munoz
Monique Munoz
Industrial Relations Representative

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works	Edmund G. Brown Jr., Governor 
DATE: April 16, 2018	In Reply Refer to Case No: 40-58568-120

CIVIL WAGE AND PENALTY ASSESSMENT

Awarding Body City of La Palma	Work Performed in County of Orange
PROJECT NAME CDBG ADA Ramp Construction Project, Phase I	Project No. ST-341
Prime Contractor C J Concrete Construction Inc	
Subcontractor C J Concrete Construction Inc	

After an investigation concerning either the payment of wages to workers employed in the execution of the contract for the above-named public works project or compliance with the apprenticeship standards found in Labor Code section 1777.5, or both, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: _____

Apprenticeship Violations: Contractor C J Concrete Construction, Inc. failed to submit the correct DAS forms to the applicable apprenticeship committees and failed to comply with the minimum ratio requirement in violation of Labor Code Section 1777.5. Penalties under Labor Code Section 1777.7 are calculated at 17 days as assessed at \$60 per violation.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813.

The Division has determined that the total amount of wages due is: \$0.00

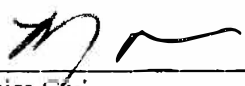
The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$0.00

The Division has determined that the amount of penalties assessed under Labor Code section 1777.7 is: \$1,020.00

The Division has determined that the amount of penalties assessed under Labor Code section 1776 against C J Concrete Construction Inc is: \$0.00

Please refer to page 5 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By 
 Monica Curi
 Industrial Relations Representative

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code Section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 32889
Long Beach, CA 90832

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Monica Curi at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
605 W. Santa Ana Blvd., Bldg. 28, Room 625
Santa Ana, CA 92701

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Assessment is: \$0.00

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Penalties Due Under Labor Code sections 1775 and 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$1,020.00
Penalties Due Under Labor Code sections 1776:	\$0.00
Total Withholding Amount:	\$1,020.00

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☐ **If this box is checked**, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Penalties Due Under Labor Code sections 1775 and 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$1,020.00
Penalties Due Under Labor Code sections 1776:	\$0.00
Total Withholding Amount:	\$1,020.00

Distribution:

Awarding Body
Surety(s) on Bond
Prime Contractor
Subcontractor

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

**CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013a) OR CERTIFIED MAIL**

I, Soledad Sevilla, do hereby certify that I am a resident of or employed in the County of
Orange, over 18 years of age, and not a party to the within action, and that I am employed at
and my business address is:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
605 W. Santa Ana Blvd., Bldg. 28 Room 625
Santa Ana, CA 92701

On April 16, 2017, I served the within: (1) Civil Wage and Penalty Assessment

by placing a true copy thereof in an envelope addressed as follows:

City of La Palma
7822 Walker Street
La Palma, CA 90623
Michelle Rusu

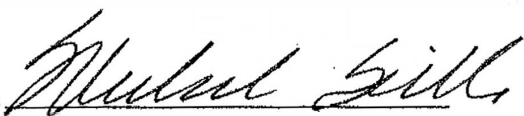
C J Concrete Construction Inc
10142 Shoemaker Ave
Santa Fe Springs, CA 90670
John Sarno

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid,
and then depositing it in the United States mail in Santa Ana by:


- ☒ Ordinary first class mail
☒ Certified mail
☐ Registered mail

I certify under penalty of perjury that the foregoing is true and correct

Executed on April 16, 2018, at Santa Ana, County of Orange, California



STATE CASE NO.
40-58568-120

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works TEL: 818-901-5299	Edmund G. Brown Jr., Governor 
DATE May 23, 2018	In Reply Refer to Case No: 40-57266-236

AMENDED CIVIL WAGE AND PENALTY ASSESSMENT

Awarding Body City of La Mirada	Work Performed in County of Los Angeles
PROJECT NAME Splash Concrete Rehabilitation	Project No CIP 2016-13
Prime Contractor Asira Builders, Inc., A California Corporation	
Subcontractor C J Concrete Construction, Inc., A California Corporation	

After an investigation concerning either the payment of wages to workers employed in the execution of the contract for the above-named public works project or compliance with the apprenticeship standards found in Labor Code section 1777.5, or both, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: C J Concrete Construction, Inc., A California Corporation failed to pay prevailing wages in the execution of this public works project. They also failed to provide Payroll Records within 10 working days of receipt of our request dated 10/02/2017.

The records were due on 10/18/2017. They were received on 11/07/2017. Penalties have been assessed as follow: 20 days x 7 workers x \$100 for a total of \$14,000. Penalties are assessed pursuant to Labor Code Section 1776(h).

Apprenticeship Violations: C J Concrete Construction, Inc., A California Corporation failed to submit Contract Award Information (DAS140) pursuant to Labor Code §1777.5, to all applicable programs for laborers, cement masons, operating engineers and teamsters. They also failed to meet the five-to-one apprentice ratio for laborers, cement masons and teamsters. Penalties have been assessed pursuant to Labor Code §1777.7.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813.

The Division has determined that the total amount of wages due is: \$179,102.69

The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$81,200.00

The Division has determined that the amount of penalties assessed under Labor Code section 1777.7 is: \$7,900.00

The Division has determined that the amount of penalties assessed under Labor Code section 1776 against C J Concrete Construction, Inc. is: \$14,000.00

Please refer to page 5 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By _____
 Daisy Dvorak
 Deputy Labor Commissioner I

PW 33 (Revised - 1/26/13)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code Section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 32889
Long Beach, CA 90832

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Deisy Dvorak at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
6150 Van Nuys Blvd., Room 100
Van Nuys, CA 91401

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Assessment is: \$179,102.69

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$179,102.69
Penalties Due Under Labor Code sections 1775 and 1813:	\$81,200.00
Penalties Due Under Labor Code section 1777.7:	\$7,900.00
Penalties Due Under Labor Code sections 1776:	\$14,000.00
Total Withholding Amount:	\$282,202.69

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ If this box is checked, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$179,102.69
Penalties Due Under Labor Code sections 1775 and 1813:	\$81,200.00
Penalties Due Under Labor Code section 1777.7:	\$7,900.00
Penalties Due Under Labor Code sections 1776:	\$14,000.00
Total Withholding Amount:	\$282,202.69

Distribution:

Awarding Body
Surety(s) on Bond
Prime Contractor
Subcontractor

TOTAL AMOUNT DUE/OWING	260307 68
WAGES DUE AND OWING	175411 14
PENALTIES DUE AND OWING	81200 00
TRAINING FUND DUE/OWING	2691 55

The following entries represent the amounts relied upon for calculating Labor Code 1775 and 1813 penalties.

1775	200.00	Per Day
1813	25.00	Per Day

PREVAILING WAGE DETERMINATION SUMMARY

Code No.	Classification	Effective Date	Hourly Rate	Contributions	Training	Time 1/2	Holiday/ Sunday	Travel & Subsistence	Other hourly Requirements	Total
1	Cement Mason	08/22/2016*	35.300	22.960	0.640	49.950	86.600			56.80
2	Teamster IV	02/22/2016*	28.710	24.170	1.520	43.065	57.420			54.40
3	Laborer 1	08/22/2016**	32.340	19.050	0.690	48.510	64.680			52.08
4	Operating Eng. 4	08/22/2016**	44.410	24.940	0.950	66.615	88.820			70.30
5										0.00
6										0.00
7										0.00
8										0.00
9										0.00
10										0.00
11										0.00
12										0.00

WAGE DETERMINATION INFORMATION

CODE NO	CLASSIFICATION	WAGE DETERMINATION NO
1	Cement Mason	08/22/2016* SC-23-203-2-2016-1
2	Teamster IV	02/22/2016* SC-23-261-2-2016-1
3	Laborer 1	08/22/2016** SC-23-102-2-2016-1
4	Operating Eng. 4	08/22/2016** SC-23-53-2-2016-2
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STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013a) OR CERTIFIED MAIL

I, Deisy Dvorak, do hereby certify that I am a resident of or employed in the County of
Los Angeles, over 18 years of age, and not a party to the within action, and that I am employed at
and my business address is:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
6150 Van Nuys Blvd., Suite 100
Van Nuys, CA 91401

On May 23, 2018, I served the within: Amended Civil Wage and Penalty Assessment

by placing a true copy thereof in an envelope addressed as follows:

City of La Mirada
15515 Phoebe Ave.
La Mirada, CA 90638
Eric Villagarcia

Astra Builders, Inc.
1227 S. Dale Avenue
Anaheim, CA 92804
Dragos Gavrilescu
Agent for Service of Process

C J Concrete Construction, Inc.
10142 Shoemaker Ave.
Santa Fe Springs, CA 90670
John C. Sarno
Agent for Service of Process

Jeffrey D. Hook, Esq.
Attorney for
Astra Builders, Inc.
17901 Von Karman Avenue, Suite 500
Irvine, California 92614

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid,
and then depositing it in the United States mail in Van Nuys by Deisy Dvorak:

<input checked="" type="checkbox"/>	Ordinary first class mail
<input checked="" type="checkbox"/>	Certified mail
<input type="checkbox"/>	Registered mail

I certify under penalty of perjury that the foregoing is true and correct.

Executed on May 23, 2018, at Van Nuys, County of Los Angeles, California

Deisy Dvorak

STATE CASE NO.
40-57266-236

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013a) OR CERTIFIED MAIL

I, Deisy Dvorak, do hereby certify that I am a resident of or employed in the County of
Los Angeles, over 18 years of age, and not a party to the within action, and that I am employed at
and my business address is:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
6150 Van Nuys Blvd., Suite 100
Van Nuys, CA 91401

On May 23, 2018, I served the within: Amended Civil Wage and Penalty Assessment

by placing a true copy thereof in an envelope addressed as follows:

The Ohio Casualty Insurance Co.
c/o CSC Lawyers Incorporating Svc.
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833
Bond No. 024070221

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid,
and then depositing it in the United States mail in Van Nuys by Deisy Dvorak:

☒ Ordinary first class mail
☒ Certified mail
☐ Registered mail

I certify under penalty of perjury that the foregoing is true and correct

Executed on May 23, 2018, at Van Nuys, County of Los Angeles, California

Deisy Dvorak

STATE CASE NO.
40-57266-236

1 Roger O. Vega (SBN 209853)
2 LAW OFFICES OF ROGER O. VEGA
3 959 East Colorado Boulevard, Suite 217
4 Pasadena, California 91106
5 Telephone: (626) 604-0507
6 Facsimile: (866) 505-3110

7 Jacob I. Mojarto (SBN 289339)
8 MOJARRO LAW, P.C.
9 612 West Whittier Boulevard
10 Montebello, California 90640
11 Telephone: (323) 767-8500
12 Facsimile: (323) 767-8501

13 Attorneys for Plaintiffs
14 LUIS BOCANEGRA, EDGAR TAMAYO, ROGELIO TAMAYO,
15 IGNACIO BOCANEGRA, and ALBERT PEREZ

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

14 LUIS BOCANEGRA, an individual; EDGAR
15 TAMAYO, an individual; ROGELIO
16 TAMAYO, an individual; IGNACIO
BOCANEGRA; an individual; and ALBERT
PEREZ, an individual.

Plaintiffs,

vs.

20 C J CONCRETE CONSTRUCTION INC, a
21 California Corporation; and JOHN C. SARNO,
an individual; and DOES 1 to 100, inclusive

Defendants.

FILED
Superior Court of California
County of Los Angeles

NOV 17 2017

Sherri R. Carter, Executive Officer/Clerk
By M. Sato, Deputy
Moses Sato

Case No. **BC 683823**

**COMPLAINT FOR DAMAGES AND
PENALTIES**

1. Non-Payment of Prevailing Wages [Cal. Lab. Code §§ 1194, 1771 and 1774]
2. Failure to Pay Overtime Wages [Cal. Lab. Code §§ 510, 1194, et seq. 1189, 1811 and 1815]
3. Penalty for Failure to Pay Minimum Wage [Cal. Lab. Labor Code 1194.2]
4. Recovery Under Public Works Payment Bonds [Cal. Civ. Code. § 3250.]
5. Enforcement of Stop Notice
6. Unfair Competition [Bus. & Prof. Code §§ 17200, et seq.]

JURY TRIAL DEMANDED

By Fax

COMPLAINT

INTRODUCTION

1. Now Come Plaintiffs LUIS BOCANEGRA, EDGAR TAMAYO, ROGELIO TAMAYO, IGNACIO BOCANEGRA, and ALBERT PEREZ, (hereinafter collectively referred to as the PLAINTIFFS), who demand trial by jury and complain and allege against Defendants, C J CONCRETE CONSTRUCTION, INC., ("C J CONCRETE"); JOHN C. SARNO ("SARNO" and collectively with C J CONCRETE as "GENERAL CONTRACTOR"); and DOES 1 through 100 inclusive, violations of the California Labor Code, Civil Code, and Business and Professions Code.

2. This case involves five workers who performed labor on various works of public improvement and public works projects who were not paid the correct prevailing rate of pay (prevailing wage violation), were not paid for all hours worked; and were not paid for overtime wages.

3. Defendants GENERAL CONTRACTOR and DOES 1 to 10 are collectively identified as referred as the "DEFENDANT EMPLOYERS." As described below, these individuals or entities hired, employed and benefited from the labor of the PLAINTIFFS, such that they are responsible in whole or in part for the claims made. Claims are made against the DEFENDANT EMPLOYERS on the First through Third and Sixth Causes of Action only.

4. Plaintiffs allege that DEFENDANT EMPLOYERS failed to properly pay Plaintiffs straight time, overtime and weekend and holiday pay on a work of public improvement subject to California's Prevailing Wage laws. This includes payment for all hours worked, payment at the correct prevailing wage for the classification in question and payment of fringe benefits obligated by California's Prevailing wage laws. Plaintiffs seek recovery of lost past and future wages, including employment benefits, accrued interest and penalties, attorneys' fees and costs.

5. Defendants DOES 90 through 100, collectively identified and referred to as SURETY BOND DEFENDANTS, are various entities that issued surety and/or construction bonds on jobs in which PLAINTIFFS performed labor, were not paid correctly, and on which timely verified claims were made. Claims are made against SURETY BOND DEFENDANTS on the Fourth cause of action.

6. PLAINTIFFS seek to enforce claims made against construction bonds issued by SURETY BOND DEFENDANTS and assert claims for penalties based on the manner in which they processed the verified claims.

7. Defendants DOES 11 through 20, collectively identified and referred to as AWARDING BODY DEFENDANTS are at all relevant times alleged herein were, municipal corporations and/or political subdivisions, duly organized and existing under the laws of the State of California.

8. AWARDING BODY DEFENDANTS are the awarding body for some of the public works projects at issue in this complaint. They have been named as they have retained funds pursuant to timely filed STOP NOTICES that will be enforced in this action. Claims are made against the AWARDING BODY DEFENDANTS on the Fifth Cause of Action only.

9. Finally, the employment practices plead as against DEFENDANT EMPLOYERS are unlawful, contrary to public policy of the State of California, and violate state statutes, including California's Unfair Competition Law (Cal. Business and Professions Code §§ 17200 et seq.), Civil Code §§ 3103 and 3181 through 3184, and California Labor Code §§ 201, 202, 203, 218, 226, 226.7, 510, 1194, 1194.2, 1174, 1174.7 and 1198, and as such are predicate acts for the 9th cause of action.

II. JURISDICTION

10. PLAINTIFFS bring this action against Defendants pursuant to Civil Code §§ 3103 and 3181 through 3184, California Labor Code §§ 200, 201, 202, 203, 203.1, 203.5, 218, 226, 1194, 1194.2, and 1174; Industrial Welfare Commission ("IWC") Wage Order 16-2001; and California Business and Professions Code §§ 17200 et seq.

III. VENUE

11. Venue lies in Los Angeles County because the GENERAL CONTRACTOR is based in Los Angeles County and construction projects at issue are in Los Angeles County. The collective Defendants', and each of them, liability arises pursuant to the Defendants' employment of Plaintiffs in the County of Los Angeles

IV. PARTIES TO THE ACTION

12. Plaintiffs, LUIS BOCANEGRA; EDGAR TAMAYO; ROGELIO TAMAYO; ALBERT PEREZ; and IGNACIO BOCANEGRA, were and at all relevant times herein are, individuals over the age of eighteen and residents of California

13. Plaintiffs are informed DEFENDANT EMPLOYERS were individuals, corporations, or other entities authorized to conduct business in the State of California, doing business as a contractor and

or sub-contractor on Public Works Construction projects throughout Southern California

14. PLAINTIFFS further allege that at all times mentioned DEFENDANT EMPLOYERS employed Plaintiffs as construction workers on other Public Works Projects in Southern California.

15. Plaintiffs are informed and believe and therefore allege that at all times herein certain DEFENDANT EMPLOYERS are, and at all times mentioned herein were, individuals and residents of California.

16. Plaintiffs are informed and believe and therefore allege that at all times herein that certain DEFENDANT EMPLOYERS, and each of them, were at all relevant times herein acting as agents, and/or servants of C J CONCRETE., and in such a position influenced and governed C J CONCRETE such that a unity of interest between C J CONCRETE and certain EMPLOYER DEFENDANTS had ceased to exist.

17. Plaintiffs are informed and believe and therefore allege that certain DEFENDANT EMPLOYERS, and each of them, were entitled to and did receive a beneficial interest in the proceeds of C J CONCRETE by entering into the subcontracts and/or contracts for the AWARDING BODY DEFENDANTS on the Public Works Construction Projects at issue (the "PROJECTS.")

18. Plaintiffs are informed and believe and therefore allege that certain DEFENDANT EMPLOYERS, and each of them, operated a single construction company, wherein each was the alter-ego of the other and that a unity of interest exists between them such that in equity any separateness of form should be disregarded to prevent fraud and injustice.

19. Plaintiffs are informed and believe and therefore allege that adherence to separate existence of C J CONCRETE as entities distinct from certain DEFENDANT EMPLOYERS, and each of them, would permit an abuse of the corporate privilege and would sanction a fraud in that said defendants, and each of them, while acting as principle owners, shareholders, agents, and/or servants of C J CONCRETE knowingly performed the following: (1) engaged in wage and hour fraud against employees of DEFENDANT EMPLOYERS., including PLAINTIFFS; (2) acted to conceal the fact that Plaintiffs were not paid prevailing wages by submitting falsified payroll records to the awarding agencies; (3) underbid the subcontracts and/or contracts for the PROJECTS with knowledge that the bid was insufficient to pay Plaintiffs' prevailing wages; or (4) underbid the subcontracts and/or contracts for

1 the PROJECTS in order to gain an unfair advantage over the competition in being awarded the
2 subcontract and/or contract for the PROJECTS. Said defendants' acts or omissions thereby subjected
3 DEFENDANT EMPLOYERS to criminal and civil liability for its failure to pay minimum prevailing
4 wages, tax fraud, insurance fraud, and numerous other wage and hour violations.

5 20. Plaintiffs are informed and believe and therefore allege that DEFENDANT EMPLOYERS
6 and each of them, acted in concert to violate wage and hour laws of the State of California as delineated
7 in the preceding paragraph, and as such operated a joint enterprise such that each was the alter-ego of one
8 another. Failure to disregard any separateness between these defendants, and each of them would
9 promote fraud and injustice.

10 21. AWARDING BODY DEFENDANTS are the awarding body for the public works
11 projects at issue in this complaint. They have been named as they possess funds to be retained pursuant to
12 timely filed STOP NOTICES that are being enforced in this action.

13 22. SURETY BOND DEFENDANTS are various entities that issued surety and/or
14 construction bonds on jobs in which PLAINTIFFS performed labor, were not paid correctly, and on
15 which timely verified claims were made.

16 23. Plaintiffs are informed and believe and therefore allege that at all times mentioned,
17 defendants DOES 76 through 100, and each of them, were at all relevant times herein the agents, servants
18 and/or employees of each and every group of defendants, and that all acts and omissions herein
19 complained of were performed within the course and scope of said employment, service and/or agency
20 and with the consent of each of the defendants. All actions of each defendant herein alleged were ratified
21 and approved by the directors, officers or managing agents of defendants.

22 24. The true names and capacities, whether individual, corporate, associate or otherwise, of
23 defendant DOES 21 through 89, inclusive, are unknown to Plaintiffs who therefore sue said defendants
24 by such fictitious names. Plaintiffs will seek leave of court to amend this Complaint to show their true
25 names and capacities when the same have been ascertained pursuant to Code Civil Procedure § 474.

26 V. GENERAL ALLEGATIONS

27 25. DEFENDANT EMPLOYERS employed PLAINTIFFS at various times within the statute
28 of limitations in this action on Public Works Construction Projects.

26. DEFENDANT EMPLOYERS compensated PLAINTIFFS for their labor at a rate of pay below the prevailing wage rate of pay for the classification of their labor.

27. DEFENDANT EMPLOYERS did not compensate PLAINTIFFS for their labor by making any fringe benefit contributions that could offset the prevailing wage rate of pay for the classification of their labor.

28. DEFENDANT EMPLOYERS did not compensate PLAINTIFFS for their labor by paying for all hours worked. Specifically, in lieu of paying PLAINTIFFS their earned prevailing wages, they would alter payroll records to reflect that PLAINTIFFS' had only worked enough hours to earn the equivalent of their regular wages, and pay that amount instead.

I. FIRST CAUSE OF ACTION
NON-PAYMENT OF PREVAILING WAGES
LABOR CODE §§ 1194, 1771 AND 1774
(Against DEFENDANT EMPLOYERS)

29. PLAINTIFFS hereby re-alleges and incorporates by reference, as though fully set forth herein, the allegations contained in paragraphs 1 through 28. This cause of action is pled against DEFENDANT EMPLOYERS.

30. PLAINTIFFS' employment periods, hours worked, and trade classifications are based on individual employment as described above and as will be proved at trial.

31. PLAINTIFFS' are informed and believe and based thereon contend that Plaintiffs were paid less than the minimum required prevailing rate of per diem wages for holiday and overtime work for their work on the PROJECTS as required by Labor Code §§ 1194, 1771 and 1774.

32. PLAINTIFFS' are informed and believe and based thereon contend that said defendants, and each of them, violated Labor Code §§ 1194, 1194.2, 1771 and 1774, specifically by failing and refusing to comply with the statutory duty to pay PLAINTIFFS' prevailing wages as required by the contracts and by statute, or ensure that PLAINTIFFS were paid prevailing wages as required by the contracts and by statute.

33. As a result of DEFENDANT EMPLOYERS violation of statutory duties, as more fully set forth above, PLAINTIFFS earned but were not paid wages in an amount above the jurisdictional

limits of this court.

34. PLAINTIFFS seek as earned but were not paid wages the difference in the amount actually paid and the prevailing wage rate as determined by the Director of Industrial Relations. Plaintiffs' audits and investigations are continuing, however, the amounts claimed are above the jurisdictional minimum requirements of this court. PLAINTIFFS will seek leave of court to amend this Complaint according to proof at the time of trial.

35. PLAINTIFFS are entitled to and therefore request an award of pre-judgment interest on the unpaid wages set forth herein.

36. PLAINTIFFS seeks and are entitled to an assessment of the unpaid minimum wage under Labor Code § 1194.2.

37. PLAINTIFFS have incurred, and will continue to incur, attorneys' fees in the prosecution of this action and therefore demand such reasonable attorneys' fees and costs as set by the court.

II. SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

On Behalf of Plaintiffs

(As Against DEFENDANT EMPLOYERS)

38. PLAINTIFFS incorporate by reference as though fully set forth herein each of the allegations of Paragraphs 1 through 37.

39. PLAINTIFFS are employees of DEFENDANT EMPLOYERS. PLAINTIFFS are informed and believe and based thereon allege that defendants owed unpaid wages.

40. Plaintiffs are informed and believe and based thereon allege that within the last four years DEFENDANT EMPLOYERS, inclusive, and each of them, willfully failed to pay PLAINTIFFS claim for compensation due to them as set forth above, and as required by Labor Code § 204. Under Labor Code § 203, DEFENDANT EMPLOYERS, and each of them, are liable to PLAINTIFFS for a penalty of thirty-day wage at the legally required prevailing wage rate.

41. PLAINTIFFS have incurred, and will continue to incur, attorneys' fees in the prosecution of this action and therefore demand such reasonable attorneys' fees and costs as set by the court.

III. THIRD CAUSE OF ACTION

PENALTY FOR FAILURE TO PAY MINIMUM WAGE

LABOR CODE §§ 1194, 1194.2

(Against DEFENDANT EMPLOYERS)

42. PLAINTIFFS incorporate by reference as though fully set forth herein each of the allegations of Paragraphs 1 through 41.

43. DEFENDANT EMPLOYERS failed to pay PLAINTIFFS the prevailing wage which is a minimum wage under Labor Code § 1194.

44. PLAINTIFFS are entitled to liquidated damages for the failure to pay the minimum wage under Labor Code § 1194.2 in the amount equal to the underpaid wage amount as DEFENDANT EMPLOYERS cannot demonstrate that the failure to pay minimum wage resulted from an omission done in good faith and that they had reasonable grounds for believing that the act or omission was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the commission.

45. PLAINTIFFS have incurred, and will continue to incur, attorneys' fees in the prosecution of this action and therefore demand such reasonable attorneys' fees and costs as set.

IV. FOURTH CAUSE OF ACTION

RECOVERY UNDER PUBLIC WORKS PAYMENT BONDS

CAL. CIV. CODE. § 3250; LABOR CODE § 203.5

(Against GENERAL CONTRACTOR and DOES 90-100)

46. PLAINTIFFS incorporate by reference as though fully set forth herein each of the allegations of Paragraphs 1 through 45.

47. PLAINTIFFS is informed and believes that contemporaneously with the execution of the contract for the Projects, the SURETY BOND DEFENDANTS issued payment bond(s) for the purpose of complying with Civil Code Sections 3096 and 3247 through 3252, which were thereafter filed with and approved by the AWARDING BODY for each of the Projects and/or its agents. 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.

48. PLAINTIFFS are unaware of the surety and bond number for every payment bond for

every public works projects where PLAINTIFFS worked and will amend the complaint to ascertain the same. PLAINTIFFS seek recovery against any and all payment bonds as allowed by law, whether known or unknown, within the applicable statutes of limitations.

49. As a further condition of the payment bonds, the SURETY BOND DEFENDANTS, 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.

50. PLAINTIFFS are informed and believe and thereon alleges that SURETY BOND DEFENDANTS have intentionally failed or refused to pay the verified claims for wages found to be due and payable to PLAINTIFFS. The failure or refusal to pay by the SURETY BOND DEFENDANT was "willful" under Labor Code § 203.5.

51. Pursuant to Labor Code §203.5 the claims for wages continues as a penalty against the bonding company or surety from the date on which demand for payment was made at the same rate until paid for up to 30 days.

52. There is now due, owing and unpaid wages for labor performed on one or more of the respective public works projects at issue by the PLAINTIFFS. Plaintiff seeks as damages the difference between the amount paid and the legal minimum wage, liquidated damages, wages for missed meal and rest breaks, and wait time penalties for PLAINTIFFS under Labor Codes §§203, and 203.5. PLAINTIFFS' audit and investigation are continuing, however, the amounts claimed are above the jurisdictional minimum requirements of this court. PLAINTIFFS will seek leave of court to amend this Complaint according to proof at the time of trial. PLAINTIFFS claim said damages, together with interest thereon at the maximum legal rate, according to proof.

53. PLAINTIFFS have and will incur attorneys' fees and costs in the prosecution of this action and therefore demands such reasonable attorneys' fees and costs as set by the court.

V. FIFTH CAUSE OF ACTION
ENFORCEMENT OF STOP NOTICE

(Against DOES 11 -20)

FILED
11/17/2017

54. PLAINTIFFS incorporate by reference as though fully set forth herein each of the

allegations of Paragraphs 1 through 53.

55. Plaintiffs shall serve AWARDING BODY DEFENDANTS a Notice to Stop Payment in compliance with California law and Civil Code Section 8530.

56. Plaintiff is informed and believes on and on that ground alleges that there has not been a cessation of completion of said work of improvement, nor have notices of completion or acceptance been filed and that ninety (90) days has not elapsed since any expiration of time during which stop notices must be filed.

57. On information and belief, in connection with the Public Works projects at issue, GENERAL CONTRACTOR provided to AWARDING BODY DEFENDANT a Payment Bond.

58. AWARDING BODY DEFENDANTS failure and refusal to pay the sum of all outstanding wages owed, or any part thereof, shall constitute a claim by Plaintiff against AWARDING BODY DEFENDANTS.

VI. SIXTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES

(On Behalf of Plaintiffs Individually and in the Interest of the General Public)

(Against DEFENDANT EMPLOYERS)

59. PLAINTIFFS incorporate by reference as though fully set forth herein each of the allegations of Paragraphs 1 through 58.

60. PLAINTIFFS individually, and in the interest of the general public, are informed and believe and based thereon allege that DEFENDANT EMPLOYERS, and each of them, engaged in the acts and omissions heretofore alleged for the purpose of depriving their employees of their regular pay at the minimum wage rate as set by law. PLAINTIFFS, on behalf of the general public, are further informed and believe and based thereon allege that defendants, and each of them have also engaged in the acts and omissions heretofore alleged for the purpose of profiting from lower labor costs, employer taxes, workers compensation insurance, employer related expenses, and obtaining a deceitful, unlawful or unfair advantage in the competitive bidding for public works construction contracts, all in a scheme to engage in unfair competition, at the expense of the general public and to the detriment of public policy for the lawful construction of public works projects. Said conduct deceived the general public into believing

1 DEFENDANT EMPLOYERS were legitimate public works contracts and constitutes an Unfair Trade
2 Practice and violates the Unfair Practices Act of the California Business and Professions Code ("BPC")
3 Section 17200 et seq.

4 61. PLAINTIFFS, on behalf of the general public, are prosecuting this action in the interest of
5 the general public, to maintain the integrity of public works projects, compliance with public works labor
6 laws and to prevent and deter practices of DEFENDANT EMPLOYERS, and each of them, which
7 constitute an Unfair Trade Practice as required by BPC, § 17200 et seq. PLAINTIFFS are aggrieved
8 workers and therefore have standing to maintain this action. Moreover, based on information and belief
9 PLAINTIFFS satisfy the requirements of Cal. BPC §§ 17203 and 17204 and will be able to comply with
10 California Code of Civil Procedure § 382.

11 62. As a proximate result of the above mentioned acts and omissions of DEFENDANT
12 EMPLOYERS, and each of them, as previously alleged, the general public and employees of
13 DEFENDANT EMPLOYERS, and each of them, have been damaged in an amount above the
14 jurisdictional limits of this court.

15 63. Plaintiffs are entitled to and therefore request an award of pre-judgment interest at the
16 maximum legal rate.

17 64. Plaintiffs have and will continue to incur attorney fees in the prosecution of this action.

18 XI. ATTORNEY FEES AND COSTS

19 65. Enforcement of statutory provisions enacted to protect workers and to ensure proper and
20 prompt payment of wages due to employees is a fundamental public interest in California. Consequently,
21 Plaintiffs' success in this action will result in the enforcement of important rights affecting the public
22 interest and will confer a significant benefit upon the general public. Private enforcement of the Rights
23 enumerated herein is necessary as no public agency has pursued enforcement. Plaintiffs are incurring a
24 financial burden in pursuing this action and it would be against the interest of justice to require the
25 payment of any attorney's fees and costs from any recovery that might be obtained herein. As prayed for
26 below, Plaintiffs and their counsel are entitled to and seeks an award of attorneys' fees and costs pursuant
27 to Code of Civil Procedure § 1021.5, Labor Code §§ 1194, 1194.2 and other applicable laws.

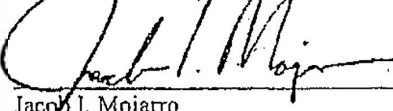
XVI. PRAYER FOR RELIEF

Wherefore Plaintiff prays for relief as follows:

1. For damages for unpaid compensation according to proof at trial measured as the difference between the prevailing wage rate and the wages paid to Plaintiffs;
2. For General Damages and Special Damages as allowed by law;
3. For pre-judgment and post-judgment interest at the maximum legal rate;
4. For liquidated damages or an assessment pursuant to Labor Code § 1194.2 in an amount equal to the unpaid prevailing wage amount;
5. For penalties pursuant to Labor Code § 203.5 in an amount equal to thirty days wages to Plaintiffs measured at the applicable prevailing wage rate;
6. For an award of earned but unpaid wages to Plaintiffs under the Unfair Competition Act;
7. For equitable and injunctive relief under the Unfair Competition Act;
8. For an award of earned but unpaid wages to Plaintiffs under theories of Unjust enrichment;
9. For a finding that various Doe Defendants are alter-ego's of named Defendants;
10. For a finding that various Doe Defendants are statutory employer's of Plaintiffs;
11. For a finding that the corporate veil of certain named Defendants should be disregarded as according to proof;
12. For a money judgment representing compensatory damages including lost past and future wages, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
13. For an award of punitive damages against any and/or all Defendant(s);
14. For an award of reasonable attorney fees and costs of suit;
15. For any and all penalties allowable by law for the alleged conduct; and
16. For such other and further relief as the court may deem proper.

Dated: November 16, 2017

MOJARRO LAW, P.C.



Jacob I. Mojarro
Attorney for Plaintiffs

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, title, telephone number, and address): Mojarró Law P.C. Jacob I Mojarró 269339 612 W Whittier Blvd, Montebello, CA 90640 TELEPHONE NO: (323) 767-8500 FAX NO: (323) 767-8501		CM-010 FILED Superior Court of California County of Los Angeles NOV 17 2017 Sheriff R. Carter, Executive Officer/Clerk By <u>M. Soto</u> , Deputy Moses Soto	
ATTORNEY FOR (Name) Luis Bocanegra et al. SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 900012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER BC 683823 JUDGE: DEPT:	
CASE NAME: Luis Bocanegra v. CJ Concrete Construction et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/WO (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (34) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WO (23) Non-PIP/WO (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/WO tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <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)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (26) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses 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 f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 6

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
 Date: November 16, 2017
 Jacob I Mojarró

TYPE OR PRINT NAME)

NOTICE

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

Page 1 of 2

 Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

 Cal. Rules of Court, rules 3.30, 3.220, 3.400-3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10
 www.courtinfo.ca.gov

By Fax

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort (4) Auto (22) Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) Other PI/PD/WO (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WO (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WO (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WO Non-PI/PD/WO (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WO Tort (35) Employment Wrongful Termination (36) Other Employment (15)	Contract Breach of Contract/Warranty (06) Breach of Rental Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (not eminent domain, landlord/tenant, or foreclosure) Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential) Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41) Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (non-domestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case Miscellaneous Civil Complaint RICO (27) Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (non-harassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex) Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (not specified above) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
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SHORT TITLE: Luis Bocanegra et al. v. CJ Concrete Construction et al.	CASE NUMBER: BC 683823
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check all that apply)	C Applicable Reasons (See Step 3 above)
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE		CASE NUMBER	
Luis Bocanegra v. CJ Concrete Construction			
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)	
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3	
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3	
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3	
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3	
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractices (not medical or legal)	1, 2, 3 1, 2, 3	
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3	
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10	
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6018 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5	
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9	
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6	
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6	
Other Real Property (28)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6	
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11	
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11	
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11	
Unlawful Detainer-Drugs (36)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11	

SHORT TITLE: Luis Bocanegra v. CJ Concrete Construction	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 10142 SHOEMAKER AVE
CITY: SANTA FE SPRINGS	STATE: CA	ZIP CODE: 90670

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles (Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)).

Dated: 11/16/17

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

LACIV 109 (Rev. 02/16)
LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.3
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