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Attorneys for Plaintiff Tina De Carolis, individually,  
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SANTA CLARA**

TINA DE CAROLIS, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

BROADCOM CORPORATION; and  
DOES 1 through 20, inclusive,

Defendants.

Case No. **21CV384293**

**COMPLAINT FOR VIOLATION OF THE  
CALIFORNIA LABOR CODE PRIVATE  
ATTORNEYS GENERAL ACT OF 2004  
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Tina De Carolis, individually and on behalf of others aggrieved employees,  
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Tina De Carolis (“Plaintiff”) brings this representative action against  
5 defendants Broadcom Corporation, and DOES 1 through 20, inclusive (“Defendants”), on  
6 Plaintiff’s own behalf and on behalf of other aggrieved employees who are and were employed  
7 by Defendants as exempt and non-exempt employees throughout California.

8 2. Defendants are in the industry of semiconductor and infrastructure software  
9 solutions.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic  
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare  
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair  
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have  
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);  
17 (b) failing to provide lawful meal periods or compensation in lieu thereof;  
18 (c) failing to authorize or permit lawful rest breaks or provide compensation  
19 in lieu thereof;  
20 (d) failing to reimburse necessary business-related costs;  
21 (e) failing to provide accurate itemized wage statements; and  
22 (f) failing to pay all wages due during and upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all  
24 others aggrieved employees in California to recover, among other things, civil penalties pursuant  
25 to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

26 **JURISDICTION AND VENUE**

27 6. This is a representative action pursuant to Private Attorneys General Act of 2004  
28 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the

1 minimal jurisdictional limits of the Superior Court and will be established according to proof at  
2 trial.

3 7. This Court has jurisdiction over this action pursuant to the California  
4 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes  
5 except those given by statutes to other courts. The statutes under which this action is brought do  
6 not specify any other basis for jurisdiction.

7 8. This Court has jurisdiction over all Defendants because, upon information and  
8 belief, they are citizens of California, or have sufficient minimum contacts in California, or  
9 otherwise intentionally avail themselves of the California market so as to render the exercise of  
10 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
11 substantial justice.

12 9. Venue is proper in this Court because, upon information and belief, Defendants  
13 reside, transact business, or have offices in this county, and the acts and omissions alleged herein  
14 took place in this county.

15 **THE PARTIES**

16 10. Plaintiff is a resident of California and worked for Defendants during the relevant  
17 time periods as alleged herein.

18 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter  
19 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as  
20 employers, whose employees were and are engaged throughout this county and the State of  
21 California.

22 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein  
23 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this  
24 Complaint and serve such fictitiously named defendants once their names and capacities become  
25 known.

26 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20  
27 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at  
28 all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the aggrieved employees.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

## GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents throughout California at Defendants' California business location(s).

19. Defendants continue to employ exempt and non-exempt employees within California.

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

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-exempt aggrieved employees were entitled to

1 receive wages for all time worked (including minimum wages and overtime wages) and that they  
2 were not receiving all wages earned for work that was required to be performed. In violation of  
3 the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid  
4 all wages (including minimum wages and overtime wages) for all hours worked, including, but  
5 not limited to requiring Plaintiff and other aggrieved employees to work off-the-clock and  
6 through meal periods, requiring Plaintiff and other aggrieved employees to remain on premises  
7 and on call during meal periods, rounding the hours worked by Plaintiff and other aggrieved  
8 employees to Defendants' advantage, and failing to compensate Plaintiff and other aggrieved  
9 employees for these hours.

10 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
11 should have known that Plaintiff and non-exempt other aggrieved employees were entitled to  
12 receive all required meal periods or payment of one (1) additional hour of pay at Plaintiff's and  
13 other aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted  
14 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved  
15 employees did not receive all meal periods or payment of one (1) additional hour of pay at  
16 Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely,  
17 uninterrupted meal period.

18 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
19 should have known that Plaintiff and other non-exempt aggrieved employees were entitled to  
20 receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff's and other  
21 aggrieved employees' regular rate of pay when a rest break was late, missed, or interrupted. In  
22 violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees did  
23 not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff's and other  
24 aggrieved employees' regular rate of pay when a rest break was missed, late, interrupted, or on-  
25 duty.

26 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
27 should have known that Plaintiff and other exempt and non-exempt aggrieved employees were  
28 entitled to reimbursement and/or indemnification for all necessary business expenditures or

1 losses as a direct consequence of the discharge of their duties, or of their obedience to the  
2 directions of Defendants. In violation of the Labor Code and IWC Wage Orders, Plaintiff and  
3 other aggrieved employees incurred necessary business home office expenses including, among  
4 other things, cell phone expenses, home internet expenses, equipment expenses, electricity and  
5 home office infrastructure expenses, but were not reimbursed nor indemnified of such expenses  
6 or losses that were incurred as a direct consequence of the discharge of their duties, or of their  
7 obedience to the directions of Defendants.

8         25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
9 should have known that Plaintiff and other aggrieved employees were entitled to receive  
10 itemized wage statements that accurately showed the following information pursuant to the  
11 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of  
12 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;  
13 (4) all deductions, provided that all deductions made on written orders of the employee may be  
14 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for  
15 which the employee is paid; (7) the name of the employee and only the last four digits of his or  
16 her social security number or an employee identification number other than a social security  
17 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable  
18 hourly rates in effect during the pay period and the corresponding number of hours worked at  
19 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and other aggrieved  
20 employees were not provided with accurate itemized wage statements because, among other  
21 things, the wage statements list the wrong employer name and address, fail to include the last  
22 four digits of the employee's social security number or an employee identification number, and  
23 fail to list the correct hours, rates, and pay due to unpaid wage violations.

24         26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
25 should have known that the non-exempt aggrieved employees were entitled to timely payment of  
26 wages due upon separation of employment. In violation of the Labor Code, the aggrieved  
27 employees did not receive payment of all wages within the permissible time periods.  
28

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and other aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

28. Therefore, Plaintiff brings this lawsuit seeking monetary relief against Defendants on Plaintiff's own behalf and on behalf of all other aggrieved employees to recover attorneys' fees, costs, and civil penalties for unpaid wages (including minimum wages and overtime wages), unpaid meal period premium payments, unpaid rest period premium payments, unreimbursed business expenditures.

### FIRST CAUSE OF ACTION

**ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)**

29. Plaintiff re-alleges and incorporates by reference the previous paragraphs as though fully set forth herein.

30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

31. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

32. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

(a) violation of Labor Code §§ 201, 202, 203, 204, 210, 223, 510, 558, 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages (including overtime

1 wages) owed to Plaintiff and other aggrieved employees during employment and upon  
2 separation of employment as herein alleged;

3 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to  
4 Plaintiff and other aggrieved employees and failure to pay premium wages for missed  
5 meal periods as herein alleged;

6 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and  
7 other aggrieved employees and failure to pay premium wages for missed rest periods  
8 as herein alleged;

9 (d) violation of Labor Code § 226 for failure to provide accurate itemized wage  
10 statements to Plaintiff and other aggrieved employees as herein alleged; and

11 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate  
12 and complete records showing, among other things, the hours worked daily and the  
13 wages paid to aggrieved employees as herein alleged; and

14 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and  
15 other aggrieved employees for necessary business expenses as herein alleged.

16 33. Plaintiff is an “aggrieved employee” because she was employed by the alleged  
17 violator and had one or more of the violations committed against her, and therefore is properly  
18 suited to represent the interests of all other aggrieved employees.

19 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3  
20 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and  
21 all other aggrieved employees under PAGA.

22 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to  
23 recover civil penalties in addition to other remedies, for violation of the Labor Code sections  
24 cited above.

25 37. For bringing this action, Plaintiff is entitled to attorneys’ fees and costs incurred  
26 herein.

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3. For such other relief as the Court deems just and proper.

**AEGIS LAW FIRM, PC**

By: Jessica L. Campbell  
Jessica L. Campbell  
Attorneys for Plaintiff Tina De Carolis