

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ERIC DOCTOLERO
individually and on behalf of all other similarly situated employees

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
04/03/2026
By: E. Leon Barrientos Deputy

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 ERIC DOCTOLERO, individually and on
12 behalf of all other similarly situated
employees,

13 Plaintiff,

14 vs.

15
16 CONSOLIDATED MAINTENANCE
SOLUTIONS, LLC, an Arizona Limited
17 Liability Company; and DOES 1 to 100,
18 inclusive,

19 Defendants.

Case No. 25CV016446

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Unfair Competition
8. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff ERIC DOCTOLERO (“Plaintiff”), on behalf of himself and all other similarly situated
2 employees, hereby files this First Amended Complaint against Defendants CONSOLIDATED
3 MAINTENANCE SOLUTIONS, LLC, an Arizona Limited Liability Company; and DOES 1 to 100,
4 inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiff
5 alleges the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
8 Plaintiff for 1) Failure to Pay Overtime Wages, 2) Failure to Pay Minimum Wages, 3) Meal Period
9 Violations, 4) Rest Period Violations, 5) Wage Statement Violations, 6) Waiting Time Penalties, and 7)
10 Unfair Competition.

11 **JURISDICTION AND VENUE**

12 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
13 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
14 Labor Code, California Business and Professions Code, and Wage Order No. 1.

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.2, and 395.5, in that
16 Defendants are foreign entities and have not designated any county in California as being where they
17 maintain their principal offices. In addition, some of the wrongful acts and violations of law asserted
18 herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in
19 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
20 (1984).

21 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
22 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
23 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
24 Plaintiff gave written notice via online submission to the LWDA on approximately July 9, 2025.
25 Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations
26 asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00
27 filing fee. The July 9, 2025, notice was also sent via certified mail to Defendants on the same day. To
28 date, the LWDA has not provided any response to Plaintiff's notice correspondence. Accordingly,

1 Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act
2 (“PAGA”) and may bring this action on behalf of himself and all similarly situated employees, *i.e.*
3 Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup.*
4 *Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but is not limited
5 to, the following: all non-exempt employees who have worked, or continue to work, for Defendants in
6 California at any time between July 9, 2024, to the present.

7 **PARTIES**

8 5. ERIC DOCTOLERO is an individual over the age of eighteen (18) and is a resident of
9 the state of Texas. At all times while worked for Defendants, Plaintiff was a resident of the state of
10 California. Plaintiff intends to move back to California and become a resident of California again in the
11 near future.

12 6. On information and belief, Plaintiff alleges CONSOLIDATED MAINTENANCE
13 SOLUTIONS, LLC is now and/or at all times mentioned in this Complaint was an Arizona Limited
14 Liability Company and the owner and operator of an industry, business and/or facility doing business in
15 the State of California, including, but not limited to, Sacramento County.

16 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
17 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
18 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
19 names and capacities of these DOE Defendants when they are ascertained.

20 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
21 other Defendants and was acting within the course and scope of such agency or employment. The
22 Defendants are jointly and severally liable to Plaintiff.

23 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
24 were members of and/or engaged in a joint employment, joint venture, partnership and common
25 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
26 joint venture, partnership and common enterprise.

27 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
28 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

12. Plaintiff brings the First through Seventh Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who worked or continue to work for Defendants in California at any time from July 9, 2021, to the present.

13. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members were not paid all overtime wages owed;
- (2) Whether Defendants paid Plaintiff and putative class members for all hours worked;
- (3) Whether Defendants engaged in rounding;

- 1 (4) Whether Defendants failed to calculate the regular rate of pay when making
2 premium wage payments;
- 3 (5) Whether Defendants failed to pay meal and rest period premiums for meal and
4 rest period violations;
- 5 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
6 class members received all wages, due and owing, at the time of their termination
7 or separation; and
- 8 (7) Whether Defendants provided Plaintiff's and putative class members with wage
9 statements that complied with Labor Code section 226.

10 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
11 class. The putative class also sustained damages arising out of Defendants' common
12 course of conduct in violation of the law as complained of herein. Plaintiff and all
13 members of the putative class were non-exempt employees who were not paid all
14 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result
15 of Defendants' policies and practices resulting in inaccurate wage statements that did not
16 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period
17 premiums, and sick leave wages. Additionally, Defendants issued Plaintiff and all
18 members of the putative class wage statements that did not comply with Labor Code
19 section 226. As a result, Plaintiff and each member of the putative class will have
20 suffered the same type of harm and seek the same type of recovery based on the same
21 legal theories.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
23 putative class. For all relevant times, Plaintiff resided in California and worked for
24 Defendants in California. Moreover, Plaintiff is an adequate representative of the
25 putative class as Plaintiff has no interests that are adverse to those of putative class
26 members. Additionally, Plaintiff has retained counsel who has substantial experience in
27 complex civil litigation and wage and hour matters.
28

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

14. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully set forth herein.

16. Plaintiff was employed with Defendants from February 2021 to January 10, 2025, as a non-exempt employee. Defendants provided HVAC installation, maintenance, and repair services to their customers. Plaintiff worked as a non-exempt employee, travelling to customer sites in California, including those within Sacramento County, to perform installations and repairs of HVAC systems.

17. Plaintiff and similarly situated employees typically worked over eight (8) hours per day and over forty (40) hours per week. Defendants did not pay Plaintiff and similarly situated employees for all hours worked. For example, Plaintiff and similarly situated employees were required to keep their work vehicles clean, organized, and stocked. Approximately three (3) times per week, Plaintiff and similarly situated employees engaged in cleaning their work vehicles and organizing parts for approximately 10-20 minutes off-the-clock either after clocking out at the end of their shifts or before clocking in at the beginning of the shift. Additionally, Defendants engaged in rounding of Plaintiff's and

1 similarly situated employees hours worked to the nearest quarter hour despite being able to record hours
2 worked down to the minute. The rounding and off-the-clock work resulted in Plaintiff and similarly
3 situated employees not being paid minimum wages for all hours worked and the failure to pay Plaintiff
4 and similarly situated employees overtime for all hours worked in excess of eight (8) hours per day and
5 forty (40) hours per week.

6 18. Defendants paid Plaintiff and similarly situated employees non-discretionary incentive-
7 based compensation (*e.g.* on-call pay, commissions, and bonuses) in addition to their base hourly rate.
8 However, Defendants failed to incorporate the value of the non-discretionary incentive-based
9 compensation into Plaintiff's and similarly situated employees' regular rate of pay when calculating and
10 paying premium wage payments. For example, Defendants failed to incorporate the value of on-call pay
11 into the regular rate of pay for overtime for Plaintiff during the pay-periods of January 15, 2022 to
12 January 18, 2022, January 28, 2022 to February 11, 2022, February 26, 2022 to March 11, 2022, April 9,
13 2022 to April 22, 2022, April 23, 2022 to May 6, 2022, July 30, 2022 to August 12, 2022, and August
14 29, 2022 to September 11, 2022. Therefore, Defendants failed to pay Plaintiff and similarly situated
15 employees all premium wages owed.

16 19. Moreover, Defendants did not provide Plaintiff and similarly situated employees with
17 compliant meal and rest periods. Defendants did not maintain records of any clock-out and/or clock-in
18 time for meal periods. In fact, Defendants' time records indicate that no meal periods were taken.
19 Defendants scheduled different appointments for Plaintiff and similarly situated employees to respond to
20 for service calls, maintenance, repairs, and installations. As a result, Plaintiff and similarly situated
21 employees would have to move from one customer worksite to another and try to stay on schedule.
22 Some jobs were more complex than others and required more time and effort which led to longer visits
23 and less time to respond to the next customer. As a result, Plaintiff and similarly situated employees
24 would have to eat while working in order to adhere to the scheduled appointments. Plaintiff and
25 similarly situated employees would also have to take these working lunches after the fifth (5) hour of
26 work and/or for durations of less than (30) minutes in order to stay on schedule. This same schedule and
27 work demand resulted in Plaintiff and similarly situated employees not being able to take compliant rest
28 periods. Defendants did not provide Plaintiff and similarly situated employees with a second meal

1 period or third rest period if Plaintiff and similarly situated employees worked ten (10) hours or more
2 per day. Defendants maintained a defective rest period policy in that it did not authorize a rest period for
3 every four (4) hours worked *or major fraction thereof*. Defendants did not pay Plaintiff and similarly
4 situated employees all meal and rest period premiums they were entitled to.

5 20. Defendants failed to provide Plaintiff and similarly situated employees with all their
6 earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and similarly
7 situated employees' off-the-clock and rounded hours when calculating the amount of accrued sick leave
8 earned. Additionally, Defendants utilized a flat sick leave accrual method wherein the amount of sick
9 leave accrued was a set amount that did not fluctuate with the number of hours worked. This resulted in
10 Plaintiff and similarly situated employees accruing less than one (1) hour of sick leave for every thirty
11 (30) hours worked. As a result of such policies, Defendants prevented Plaintiff and similarly situated
12 employees from taking all their earned sick days.

13 21. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
14 minimum wages, overtime wages, meal and rest period premiums owed, and sick leave wages, the wage
15 statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately
16 itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of
17 meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net
18 wages earned.

19 22. To date, Defendants have not paid Plaintiff and similarly situated employees all the
20 minimum wages, overtime wages, meal and rest period premiums, and sick leave wages owed.

21 **CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION** 23 **FAILURE TO PAY OVERTIME WAGES** 24 **(As to all Defendants)**

25 23. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 22 as though fully
26 set forth herein.

27 24. During the period Plaintiff was employed by Defendants, Defendants were required to
28 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for

1 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 1, section (3)(A);
2 Cal. Lab. Code §§ 510, 1194.

3 25. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
4 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
5 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
6 worked at their regular rate of pay.

7 26. Plaintiff and similarly situated employees were not exempt from overtime protections
8 employees under the California Wage Orders and Labor Code.

9 27. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
10 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
11 the extent pertinent as if set forth here in full.

12 **SECOND CAUSE OF ACTION**
13 **FAILURE TO PAY MINIMUM WAGES**
14 **(As to all Defendants)**

15 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully
16 set forth herein.

17 29. For the period preceding the filing of this Complaint, Defendants were required to
18 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
19 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 1, section 4(A); Cal. Lab. Code §
20 1194.

21 30. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
22 obligation to pay the minimum wage for each hour worked but failed to do so.

23 31. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
24 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
25 the extent pertinent as if set forth here in full.

26 **THIRD CAUSE OF ACTION**
27 **MEAL PERIOD VIOLATIONS**
28 **(As to all Defendants)**

32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully
set forth herein.

33. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

34. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 1, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

35. California Labor Code section 512 and Wage Order No. 1 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

36. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

37. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for all such missed meal breaks.

38. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully set forth herein.

40. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

41. California Labor Code section 226.7 and Wage Order No. 1, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

42. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

43. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for all such missed rest periods.

44. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

46. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be

1 *recorded in ink or other indelible form, properly dated, showing the*
2 *month, day, and year, and a copy of the statement and the record of the*
3 *deductions shall be kept on file by the employer for at least three years at*
4 *the place of employment or at a central location within the State of*
5 *California.*

6 47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
7 itemized statement or failed to provide an accurate and complete itemized statement showing the
8 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
9 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and
10 double time hours worked and corresponding rates of pay, and gross and net wages earned. The
11 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked
12 due to Defendants' not paying for off-the-clock work and rounding of hours worked. Plaintiff and
13 similarly situated employees were not able to promptly and easily determine their total hours worked
14 from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion
15 over whether they received all wages owed and were prevented from effectively challenging information
16 on their wage statements.

17 48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
18 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
19 the extent pertinent as if set forth here in full.

20 **SIXTH CAUSE OF ACTION**
21 **WAITING TIME PENALTIES**
22 **(As to all Defendants)**

23 49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully
24 set forth herein.

25 50. An employer must pay an employee who is terminated all unpaid wages immediately
26 upon termination. *See* Cal. Lab. Code § 201.

27 51. An employer must pay an employee who resigns all unpaid wages within seventy-two
28 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

52. Plaintiff and similarly situated employees did not receive all wages, including minimum
and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
within the required time after their separation from employment.

1 53. An employer who willfully fails to pay an employee wages in accordance with California
2 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
3 days. *See* Cal. Lab. Code § 203.

4 54. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
5 their final wages when their employment terminated. Indeed, Defendants knew that they were not
6 taking into account the value of the on-call pay and bonuses in calculating the regular rate of pay for
7 premium wages such as overtime pay, meal and rest period premiums, and sick leave wages, because
8 they were the ones paying the nondiscretionary amounts and had access to payroll data and paystubs.
9 Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation,
10 yet Defendants still refused to pay the remaining wages owed.

11 55. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
12 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
13 thirty (30) days for Defendants' failure to pay all wages due.

14 **SEVENTH CAUSE OF ACTION**
15 **UNFAIR COMPETITION**
16 **(As to all Defendants)**

17 56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully
18 set forth herein.

19 57. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
20 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
21 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
22 California Business and Professions ("B&P") Code § 17200.

23 58. Plaintiff and similarly situated employees were not paid all wages owed, including
24 minimum and overtime wages, and meal and rest period premiums, and paid sick leave during their
25 employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly
26 situated employees were denied statutory protections regarding meal and rest periods.

27 59. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
28 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
Cortez v. Purolator Air Filtration Products Co., 23 Cal. 4th 163 (2000).

60. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, 245 et seq, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully set forth herein.

62. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order 1, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order 1, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

63. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

64. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

65. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;

b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

6. As to the Fifth Cause of Action:

a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Sixth Cause of Action:

a. For any initial violations, \$100 for each failure to pay each employee;

b. For each subsequent violation or any willful or intentional violations \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld;

8. As to the Seventh Cause of Action:

a. Unpaid wages as proven at trial;

9. As to the Eighth Cause of Action:

a. For civil penalties as provided for in the Labor Code for each enumerated violation;

b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and

d. For any other remedies as allowed by law and/or deemed appropriate by the Court.

1 *Doctolero v. Consolidated Maintenance Solutions, LLC*
2 *Sacramento County Superior Court, Case Number 25CV016446*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Deanna Morgensen, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On April 3, 2026, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Peter Hering (SBN 298427) 11 RUTAN & TUCKER, LLP 12 18575 Jamboree Road, 9 th Floor 13 Irvine, California 92612 14 Telephone: (714) 641-5100 15 Facsimile: (714) 546-9035 16 Email: phering@rutan.com mstearns@rutan.com nthomas@rutan.com	
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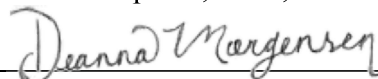
14 [] [By Mail] I am familiar with my employer's practice for the collection and
15 processing of correspondence for mailing with the United States Postal
16 Service and that each day's mail is deposited with the United States Postal
17 Service that same day in the ordinary course of business. On the date set
18 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Salt Lake City, Utah, addressed
as set forth above.

19 [] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

20 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
21 above. No error was reported by the e-mail service that I used.

22 [] [By Overnight Courier] By causing a true copy and/or original thereof to
be personally delivered via the following overnight courier service: UPS.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct, and that this declaration was executed on April 3, 2026, at Salt Lake City, Utah.

25 

26 Deanna Morgensen