

ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

10/20/2025

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

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

Plaintiff,

vs.

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

Defendants.

Case No.

25CV025219

COMPLAINT FOR CIVIL PENALTIES:

1. Private Attorneys General Act

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

6 **INTRODUCTION**

7 1. This is a Private Attorney’s General Act (“PAGA”) lawsuit brought by Plaintiff based on
8 the failure to pay overtime wages, the failure to pay minimum wages, meal period violations, rest period
9 violations, wage statement violations, failure to pay final wages, violation of Labor Code section 558,
10 the failure to maintain accurate records, the failure to provide paid sick leave, and untimely payment of
11 wages.

12 **JURISDICTION AND VENUE**

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

16 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.2, and 395.5, in that
17 Defendants are foreign entities and have not designated any county in California as being where they
18 maintain their principal offices. In addition, some of the wrongful acts and violations of law asserted
19 herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in
20 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
21 (1984).

22 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
23 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
24 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
25 Plaintiff gave written notice via online submission to the LWDA on approximately July 9, 2025.
26 Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations
27 asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00
28 filing fee. The July 9, 2025, notice was also sent via certified mail to Defendants on the same day. To

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

8 **PARTIES**

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

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

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

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

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

10. Defendants, and each of them, now and/or at all times mentioned in this Complaint 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.

GENERAL ALLEGATIONS

12. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 11 as though fully set forth herein.

13. Plaintiff was employed with Defendants from February 2021 to January 10, 2024, 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.

14. Plaintiff and Aggrieved Employees typically worked over eight (8) hours per day and over forty (40) hours per week. Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. For example, Plaintiff and Aggrieved Employees were required to keep their work vehicles clean, organized, and stocked. Approximately three (3) times per week, Plaintiff and Aggrieved 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 Aggrieved Employees hours worked to the nearest quarter hour despite being able to record hours worked down to the minute. The rounding and off-the-clock work resulted in Plaintiff and Aggrieved Employees not being paid minimum wages for all hours worked and the failure to pay Plaintiff and Aggrieved Employees overtime for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

15. Defendants paid Plaintiff and Aggrieved Employees non-discretionary incentive-based compensation (*e.g.* on-call pay, commissions, and bonuses) in addition to their base hourly rate. However, Defendants failed to incorporate the value of the non-discretionary incentive-based compensation into Plaintiff's and similarly situated employees' regular rate of pay when calculating and paying premium wage payments. For example, Defendants failed to incorporate the value of on-call pay

1 into the regular rate of pay for overtime for Plaintiff during the pay-periods of January 15, 2022 to
2 January 18, 2022, January 28, 2022 to February 11, 2022, February 26, 2022 to March 11, 2022, April 9,
3 2022 to April 22, 2022, April 23, 2022 to May 6, 2022, July 30, 2022 to August 12, 022, and August
4 29, 2022 to September 11, 2022. Therefore, Defendants failed to pay Plaintiff and Aggrieved
5 Employees all premium wages owed.

6 16. Moreover, Defendants did not provide Plaintiff and Aggrieved Employees with
7 compliant meal and rest periods. Defendants did not maintain records of any clock-out and/or clock-in
8 time for meal periods. In fact, Defendants' time records indicate that no meal periods were taken.
9 Defendants scheduled different appointments for Plaintiff and Aggrieved Employeeest o respond to for
10 service calls, maintenance, repairs, and installations. As a result, Plaintiff and Aggrieved Employees
11 would have to move from one customer worksite to another and try to stay on schedule. Some jobs were
12 more complex than others and required more time and effort which led to longer visits and less time to
13 respond to the next customer. As a result, Plaintiff and Aggrieved Employees would have to eat while
14 working in order to adhere to the scheduled appointments. Plaintiff and Aggrieved Employees would
15 also have to take these working lunches after the fifth (5) hour of work and/or for durations of less than
16 (30) minutes in order to stay on schedule. This same schedule and work demand resulted in Plaintiff
17 and Aggrieved Employees not being able to take compliant rest periods. Defendants did not provide
18 Plaintiff and Aggrieved Employees with a second meal period or third rest period if Plaintiff and
19 Aggrieved Employees worked ten (10) hours or more per day. Defendants maintained a defective rest
20 period policy in that it did not authorize a rest period for every four (4) hours worked *or major fraction*
21 *thereof*. Defendants did not pay Plaintiff and Aggrieved Employees all meal and rest period premiums
22 they were entitled to.

23 17. Defendants failed to provide Plaintiff and Aggrieved Employees with all their earned sick
24 pay based on the hours worked because Defendants did not consider Plaintiff's and similarly situated
25 employees' off-the-clock and rounded hours when calculating the amount of accrued sick leave earned.
26 Additionally, Defendants utilized a flat sick leave accrual method wherein the amount of sick leave
27 accrued was a set amount that did not fluctuate with the number of hours worked. This resulted in
28 Plaintiff and Aggrieved Employees accruing less than one (1) hour of sick leave for every thirty (30)

1 hours worked. As a result of such policies, Defendants prevented Plaintiff and Aggrieved Employees
2 from taking all their earned sick days.

3 18. As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all minimum
4 wages, overtime wages, meal and rest period premiums owed, and sick leave wages, the wage
5 statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately
6 itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of
7 meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net
8 wages earned.

9 19. To date, Defendants have not paid Plaintiff and Aggrieved Employees all the minimum
10 wages, overtime wages, meal and rest period premiums, and sick leave wages owed.

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**
13 **PRIVATE ATTORNEYS GENERAL ACT**
14 **(As to all Defendants)**

15 20. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 19 as though fully
16 set forth herein.

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

- 20 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime
21 Wages)
- 22 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay
23 Minimum Wages)
- 24 • Violation of Labor Code §§ 226.7, 512 and Wage Order 1, §§ 11(A) and 11(B) (Failure
25 to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 26 • Violation of Labor Code § 226.7 and Wage Order 1, § 12(A) (Failure to Provide Rest
27 Periods or Pay Premiums in Lieu Thereof)
- 28 • 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)

22. 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).

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

24. 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

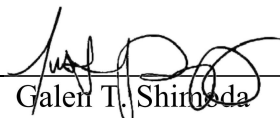
WHEREFORE Plaintiff requests relief as follows:

1. As to the First 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 Dated: October 20, 2025

Shimoda & Rodriguez Law, PC

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3 By: 
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6 Renald Konini
7 Attorneys for Plaintiff
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