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Superior Court of California,
Sacramento
08/14/2023
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By _____, Deputy
23CV006742

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

APRIL WOODYBY,

Plaintiff,

vs.

MASTEC SERVICES COMPANY, INC., a
Florida Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES:

1. Private Attorneys General Act

1 Plaintiff APRIL WOODEY ("Plaintiff") hereby files this Complaint against Defendants
2 MASTEC SERVICES COMPANY, INC., a Florida Corporation; and DOES 1 to 100, inclusive
3 (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff allege
4 the following:

5 INTRODUCTION

6 1. This is a Private Attorneys General Act ("PAGA") lawsuit brought by Plaintiff for civil
7 penalties based for the following California Labor Code violations: failure to pay contract wages and
8 failure to pay final wages.

9 JURISDICTION AND VENUE

10 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
11 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
12 Labor Code, California Business and Professions Code, and Wage Order No. 16.

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

19 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
20 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
21 of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
22 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
23 ("LWDA") on approximately June 8, 2023. Plaintiff provided facts and legal bases for his claims within
24 the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of
25 action. Plaintiff also submitted the \$75.00 filing fee. The June 8, 2023, notice was also sent via
26 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
27 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
28 pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of herself

1 and all similarly situated employees, *i.e.*, Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
2 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).
3 Aggrieved Employees include, but is not limited to the following: all individuals who have, or continue
4 to, work for Defendants in California as non-exempt employees.

5 **PARTIES**

6 5. APRIL WOODEY is an individual over the age of eighteen (18) and is a resident of
7 the State of California.

8 6. On information and belief, Plaintiff alleges, MASTEC SERVICES COMPANY,
9 INC., is now and/or at all times mentioned in this Complaint was a Florida Corporation and the
10 owner and operator of an industry, business and/or facility doing business in the State of California.

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

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

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

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

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

26 **GENERAL ALLEGATIONS**

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

13. Plaintiff worked for Defendants in California from approximately January 2019 to March 2023. Defendants agreed to pay Plaintiff and Aggrieved Employees bonuses. Defendants did not have any written policy expressly requiring employees to be actively employed in order to be eligible to receive these bonuses. However, Defendants failed to pay Plaintiff and Aggrieved Employees earned bonuses after their employment ended. For example, Plaintiff earned a year-end bonus for her work in 2022. However, after she was terminated in March 2023, Defendants did not pay Plaintiff the bonus.

14. At the time of Plaintiff's and Aggrieved Employees' separation, they had wages owing to them, *i.e.*, unpaid bonuses. To date, Defendants have not paid these wages.

15. Plaintiff and Aggrieved Employees received inaccurate wage statements from Defendants as their wage statements did not include amounts for bonuses they earned. Thus, the wage statements did not include the correct gross and net wages earned.

16. Defendants had a policy for Plaintiff and Aggrieved Employees to accrue PTO. However, Defendants failed to pay Plaintiff and Aggrieved Employees their accrued but unused PTO at the end of their employment.

CAUSES OF ACTION

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

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

18. 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 § 223 (Failure to Pay Contract Wages)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

19. 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).

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

21. 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 in the Labor Code for each enumerated violation;
- b. For those Labor Code sections where there is no civil penalty provided for their violation, 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;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

2. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

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2 Dated: August 14, 2023
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Shimoda & Rodriguez Law, PC

4 By: *Brittany Berzin*
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6 Justin P. Rodriguez
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8 Attorneys for Plaintiff
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