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Clerk of the Superior Court
By M. Acevedo ,Deputy Clerk

10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

12 **ERICA LOMBARDO**, On Behalf of the
13 State of California and Aggrieved Employees,

14 Plaintiff,

15 v.

16 **NES GLOBAL, LLC**,

17 Defendant.

Case No. 24CU030114C

**COMPLAINT FOR CIVIL PENALTIES
PURSUANT TO THE CALIFORNIA
LABOR CODE § 2699(a) & (f)
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

Plaintiff Erica Lombardo (Lombardo) on behalf of the State of California and Aggrieved Employees (defined below), complains and alleges as follows:

SUMMARY

1. Lombardo, on behalf of the State of California and the other Aggrieved Employees brings this enforcement action pursuant to the California Labor Code Private Attorneys General Act of 2004, as amended (“PAGA”), against NES Global, LLC (NES) on behalf of individuals who work for or have worked for NES who have been denied overtime wages, have not received compliant meal and/or rest breaks, have not received premium compensation for such missed meal and rest breaks, have been required to exceed maximum hours of work fixed by relevant Industrial Wage Commission (“IWC”) Wage Orders (“Wage Orders”), have been denied accurate and/or compliant itemized wage statements, have been denied all wages due at the end of their employment, and/or have not been provided a copy of their employee records upon request, at any time since one year and 65 days before the filing of this Complaint until final resolution of this Action (the “Aggrieved Employees”).

2. NES pays the Aggrieved Employees on an hourly basis.

3. The Aggrieved Employees regularly work more than 8 hours a day and more than 40 hours a workweek.

4. The Aggrieved Employees also occasionally work double time hours.

5. But NES does not pay the Aggrieved Employees for all their hours worked, including overtime and double time hours.

6. Instead, NES requires Aggrieved Employees to work “off the clock” without compensation by instructing them to forego tracking hours once they reach a maximum “cap” for the workday and/or workweek.

7. As a result of NES's conduct, NES does not pay the Aggrieved Employees all straight time wages owed, nor are they paid all overtime and double time wages owed for such work they perform "off-the-clock."

8. But to meet NES's productivity requirements and quality standards, the Aggrieved Employees are nonetheless forced to perform regular work duties "off the clock" before and after

1 their “on the clock” shifts, for NES’s benefit and subject to NES’s control.

2 9. Further, NES frequently does not authorize, permit, and make available compliant
3 meal and/or rest periods to Aggrieved Employees, which they are entitled to under the California
4 Labor Code and relevant Wage Orders.

5 10. Thus, NES fails to authorize, permit, and/or make available required meal and/or
6 rest periods to the Aggrieved Employees.

7 11. Further, NES fails to provide premium compensation to Lombardo and the other
8 Aggrieved Employees for missed and denied meal and/or rest periods.

9 12. And NES’s violative policies and practices result in non-compliant wage
10 statements.

11 13. Among other things, the wage statements NES provides to the Aggrieved
12 Employees fail to accurately reflect their total hours worked, gross wages earned, net wages
13 earned, and/or premium pay owed.

14 14. Because of NES’s failure to pay all wages (including straight time wages, overtime
15 wages, double time wages, and premium pay) owed, Aggrieved Employees do not receive all
16 wages owed during employment.

17 15. Therefore, Aggrieved Employees who are NES’s former employees do not receive
18 all wages owed following separation from employment.

19 16. Finally, Lombardo submitted a formal written request to NES (by and through her
20 retained counsel) requesting her payroll records pursuant to Labor Code § 226.

21 17. Lombardo’s written request for copies/production of her payroll records was
22 delivered to NES.

23 18. More than 21 days passed, and NES failed to furnish Lombardo with her requested
24 payroll records.

25 19. Lombardo’s written request also sought copies of her personnel file pursuant to
26 Labor Code § 1198.5, and of any instruments relating to her obtaining or holding of employment
27 (including any purported agreements to arbitrate) pursuant to Labor Code § 432.
28

20. More than 30 days passed from the time NES received the request for such personnel records, and NES failed to furnish Lombardo with the requested personnel records.

21. Thus, NES has violated the Labor Code by failing to provide requested personnel records to Lombardo.

22. Lombardo brings these claims pursuant to PAGA to challenge NES's policies and practices of: (1) failing to pay Aggrieved Employees all wages, including overtime and double time wages, owed; (2) failing to provide or make available compliant meal and rest periods and failing to provide required premium compensation for missed meal and rest periods; (3) exceeding the maximum hours or work; (4) failing to provide Aggrieved Employees with accurate, itemized wage statements; (5) failing to pay Aggrieved Employees all wages owed upon separation from employment; and (6) failing to provide requested employee records.

23. Lombardo brings this Action to recover all civil penalties and other PAGA damages on behalf of the State of California and the other Aggrieved Employees.

24. Lombardo seeks to remedy the unlawful practices NES has imposed and continues to impose on its workers in California, which deprive the Aggrieved Employees of their lawfully earned compensation.

JURISDICTION & VENUE

25. This Court has jurisdiction over the State of California’s claims for civil penalties, by and through Lombardo as the deputized PAGA representative, pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction on all other causes” except those given by statute to other courts. The statute under which this Action is brought does not specify any other basis for jurisdiction.

26. Lombardo electronically filed her written PAGA Notice with the California Labor and Workforce Development Agency (“LWDA”) on October 17, 2024.

27. This Court has personal jurisdiction over NES because NES is registered to do business in California and has purposefully availed itself of the benefits of the State by doing business in and employing workers in California, including Lombardo and the other Aggrieved Employees.

1 28. Venue is proper in this judicial district pursuant to CCP §§ 393 and/or 395.5.

2 29. NES has employed Aggrieved Employees within San Diego County.

3 30. NES conducts business in this County, employs Aggrieved Employees in this
4 County, and therefore liability under PAGA arises in this County.

5 **PARTIES**

6 31. Lombardo worked for NES as a Track Analyst from approximately April 2023
7 through May 2024.

8 32. Throughout her employment, NES classified Lombardo as non-exempt and paid
9 her by the hour.

10 33. Lombardo brings this action on behalf of the State of California and on behalf of all
11 of NES's current and former non-exempt employees employed in California who suffered one or
12 more Labor Code violations Lombardo suffered, which are enumerated in Labor Code §§ 2698 *et*
13 *seq.*, and who worked for NES any time since one year and 65 days before the filing of this
14 Complaint until final resolution of this Action.

15 34. These employees are referred to as the "Aggrieved Employees."

16 35. Lombardo is an "Aggrieved Employee" within the meaning of Labor Code §
17 2699(c) because NES employed her, and she suffered one or more of the alleged Labor Code
18 and/or Wage Order violations committed by NES within the relevant limitations period.

19 36. Lombardo and the other Aggrieved Employees were employees of NES at all
20 relevant times, within the meanings set forth in the California Labor Code and the applicable
21 Wage Order(s).

22 37. NES is a Florida limited liability company headquartered in Houston, Texas and
23 may be served with process through its registered agent: **C T Corporation System, 330 N Brand**
24 **Blvd., Ste 700, Glendale, California 91203.**

25 38. NES was Lombardo's and the Aggrieved Employees' employer or person(s) acting
26 on behalf of their employer(s), either individually, or as an officer, agent, or employees of another
27 person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to
28 any employee a wage less than the minimum fixed by California state law for each hour and

overtime/double time hour worked, and as such, is subject to civil penalties.

FACTS

39. NES states that it “provide[s] tailored staffing solutions, sourced from a global talent pool by a dedicated, discipline specific team of consultants” and holds itself out as a “true world-leader[] in technical and engineering workforce solutions”¹

40. To meet its business objectives, NES employs employees, including Lombardo and the other Aggrieved Employees, to provide services to its clients.

41. NES classifies Lombardo and the other Aggrieved Employees as non-exempt and pays them by the hour.

42. While exact job titles and job duties may differ, Aggrieved Employees are subjected to the same or similar illegal policies and practice(s) for similar work.

43. For example, Lombardo worked for NES from approximately April 2023 until May 2024 as a Track Analyst in Torrance, California staffed to NES’s client, PBF Energy’s refinery.

44. As a Track Analyst Lombardo’s primary job duties included reviewing, analyzing and resolving billing issues within the Track system.

45. NES required Lombardo to report her “on the clock” hours to NES for approval through its designated timekeeping system.

46. Throughout her employment, Lombardo regularly worked more than 8 hours a workday and 40 hours a workweek.

47. Indeed, throughout her employment, Lombardo typically worked 8 to 10 hours a day typically for 5 to 7 days a week (40 to 70 hours a workweek) “on the clock.”

48. During refinery shutdown periods, Lombardo regularly worked 12 plus hours a day for up to 7 days a week.

49. But NES placed a maximum “cap” on the number of hours it permitted Lombardo to record worked, to accord with the terms of its staffing contract with its client, PBF.

¹ <https://www.nesfircroft.com/about-us/> (last visited Dec. 18, 2024).

1 50. Thus, throughout her employment, NES required Lombardo to work “off the
2 clock,” to meet NES’s (and PBF’s) strict productivity and quality standards.

3 51. Thus, NES did not pay Lombardo for her mandatory and necessary “off the clock”
4 work.

5 52. So, rather than receiving wages for all her hours worked, NES failed to pay
6 Lombardo, in willful violation of California law.

7 53. Likewise, rather than receiving overtime pay for all her hours worked over 8 in a
8 workday and 40 in a workweek, NES failed to pay Lombardo for all the overtime hours she
9 worked, in willful violation of California law.

10 54. And rather than receiving double time pay for all hours worked over 12 in a workday
11 and over 8 on the seventh consecutive day of work in a workweek, NES failed to pay Lombardo
12 for the double time hours she worked, in willful violation of California law.

13 55. Further, throughout her employment, NES failed to authorize, permit, and/or
14 make available to Lombardo compliant meal and rest periods and failed to pay her the required
15 premium pay for the first meal and rest period it denied or failed to make available to her each
16 workday, in willful violation of California law.

17 56. And, throughout her employment, NES failed to provide Lombardo with wage
18 statements that accurately reflected all her hours worked and all wages she actually earned at the
19 required rates, in willful violation of California law.

20 57. NES also failed to provide Lombardo’s personnel file and payroll records in
21 response to her formal written request for the same.

22 58. On June 17, 2024, Lombardo submitted a formal written request to NES (by and
23 through her counsel) requesting her personnel file and payroll records.

24 59. NES never responded to Lombardo’s request.

25 60. NES subjects the other Aggrieved Employees to the same unlawful policies it
26 imposed on Lombardo.

27 61. Like Lombardo, NES classifies its other Aggrieved Employees as non-exempt and
28 pays them by the hour.

1 62. Like Lombardo, NES requires its other Aggrieved Employees to report their “on
2 the clock” hours worked to NES for approval via NES’s designated timekeeping system.

3 63. NES’s records show that, like Lombardo, the other Aggrieved Employees regularly
4 work more than 40 hours a workweek and 8 hours a workday “on the clock.”

5 64. Indeed, like Lombardo, the other Aggrieved Employees typically work 8 to 10 hours
6 a workday for 5 to 7 days a week (40 to 70 hours a workweek) “on the clock.”

7 65. And just as with Lombardo, during refinery shutdown periods, the Aggrieved
8 Employees regularly work 12 plus hours a day for up to 7 days a week.

9 66. NES uniformly subjects the other Aggrieved Employees to the same or similar
10 policies, procedures, and strict operational and productivity requirements that it imposed on
11 Lombardo.

12 67. NES uniformly requires the Aggrieved Employees to complete their work in a
13 timely manner per its company-wide policy.

14 68. And NES closely supervises and tracks Lombardo’s and the other Aggrieved
15 Employees’ productivity to ensure they comply with NES’s (and its client’s) uniform
16 expectations and that they complete their heavy workloads.

17 69. But as with Lombardo, NES does not pay its other Aggrieved Employees for all
18 their hours worked.

19 70. Instead, like Lombardo, the other Aggrieved Employees must perform their regular
20 job duties subject to NES’s control and its hours “cap,” “off the clock,” without compensation
21 in willful violation of California law.

22 71. NES controls their “off the clock” work and this “off the clock” work is
23 undertaken for NES’s and its clients’ benefit.

24 72. Lombardo and other Aggrieved Employees could not timely complete their job
25 duties in accordance with NES’s productivity and operational requirements unless they perform
26 this “off the clock” work.

27 73. In other words, Lombardo’s and the Aggrieved Employees’ mandatory “off the
28 clock” work is a fundamental requirement of their jobs as NES employees.

1 74. Indeed, NES could not eliminate this “off the clock” work altogether without
2 impairing Lombardo’s and the Aggrieved Employees’ ability to perform their primary duties, as
3 assigned by NES.

4 75. And NES knows Lombardo and its other Aggrieved Employees perform this
5 compensable work “off the clock” because NES requires them to do so.

6 76. And NES knows that it must pay the Aggrieved Employees for all hours NES
7 suffers or permits them to work.

8 77. But NES fails to exercise its duty as Lombardo’s and the other Aggrieved
9 Employees employer to ensure they are not performing work that NES does not want performed
10 “off the clock.”

11 78. Thus, NES requested, suffered, permitted, or allowed Lombardo and its other
12 Aggrieved Employees to work “off the clock.”

13 79. Thus, NES denies the Aggrieved Employees wages for the time they spend
14 performing compensable work “off the clock” in willful violation of California law.

15 80. Likewise, just as with Lombardo, the Aggrieved Employees are denied overtime pay
16 for the time they spend performing compensable work “off the clock” during workdays in which
17 they work over 8 hours and workweeks in which they work over 40 hours, in willful violation of
18 California law.

19 81. And the Aggrieved Employees are denied double time pay for the time they spend
20 performing compensable work “off the clock” during workdays in which they work over 12 hours
21 and over 8 hours on the seventh consecutive day of work in a workweek, in willful violation of
22 California law.

23 82. Further, like Lombardo, NES fails to provide the other Aggrieved Employees with
24 compliant meal and rest periods.

25 83. Instead, NES requires the Aggrieved Employees to work continuously throughout
26 their shifts, and they are never fully relieved of all their duties for 30-minute meal periods, even
27 when they work more than 5 hours a day.

28 84. And the Aggrieved Employees are not authorized and permitted to take a second

1 duty free 30-minute meal period when they work more than 10 hours a day.

2 85. And they are not fully relieved of all their duties for 10-minute rest periods for every
3 4 hours they work or major fraction thereof.

4 86. Instead, NES requires Aggrieved Employees to work continuously throughout their
5 shifts.

6 87. Like Lombardo, NES expects and requires Aggrieved Employees to be available to
7 work during their entire shifts, even during any attempted meal or rest periods.

8 88. But, like Lombardo, NES also fails to pay the other Aggrieved Employees 1 hour of
9 premium pay for each day NES denies them a compliant meal period, in willful violation of
10 California law.

11 89. And NES also fails to pay the Aggrieved Employees 1 hour of premium pay for each
12 day NES denies them a compliant rest period, in willful violation of California law.

13 90. Finally, like Lombardo, NES fails to provide the other Aggrieved Employees with
14 accurate itemized wage statements as required by California law.

15 91. The wage statements NES provides to Lombardo and Aggrieved Employees are not
16 accurate because they do not reflect the accurate number of hours worked, the actual gross wages
17 earned, overtime wages earned, double time wages earned, premium pay earned, and/or actual
18 net wages earned, in willful violation of California law.

19 92. The Aggrieved Employees are owed unpaid wages, including overtime (and double
20 time) wages, as well as premium wages, when their employment terminates.

21 93. These wages remain unpaid under NES's policies and practices, and thus, NES
22 fails to pay all wages due to the Aggrieved Employees upon termination of employment, in willful
23 violation of California law.

24 94. NES's violations of the California Labor Code are willful, carried out in bad faith,
25 and have caused significant damage to the Aggrieved Employees.

26 / / /

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28 / / /

COUNT I

PENALTIES PURSUANT TO LABOR CODE § 2699(a)

95. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this 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.

96. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

97. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing 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 his or her social security number, (8) the name and address of the legal entity that is 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.

98. Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in

1 a subsequent pay period, not to exceed an aggregate penalty of four
2 thousand dollars (\$4,000), and is entitled to an award of costs and
3 reasonable attorney's fees.

4 99. Labor Code § 226.3 provides:

5 Any employer who violates subdivision (a) of Section 226 shall
6 be subject to a civil penalty in the amount of two hundred fifty
7 dollars (\$250) per employee per violation in an initial citation
8 and one thousand dollars (\$1,000) per employee for each
9 violation in a subsequent citation, for which the employer fails to
10 provide the employee a wage deduction statement or fails to
11 keep the records required in subdivision (a) of Section 226. The
12 civil penalties provided for in this section are in addition to any
13 other penalty provided by law. In enforcing this section, the
14 Labor Commissioner shall take into consideration whether the
15 violation was inadvertent, and in his or her discretion, may
16 decide not to penalize an employer for a first violation when that
17 violation was due to a clerical error or inadvertent mistake.

18 100. Labor Code § 558(a) and (c) provide:

19 (a) Any employer [] who violates, or causes to be violated, a
20 section of this chapter or any provisions regulating hours and
21 days of work in any order of the Industrial Welfare Commission
22 shall be subject to a civil penalty as follows: (1) For any initial
23 violation, fifty dollars (\$50) for each underpaid employee for
24 each pay period for which the employee was underpaid in
25 addition to an amount sufficient to recover underpaid wages. (2)
26 For each subsequent violation, one hundred dollars (\$100) for
27 each underpaid employee for each pay period for which the
28 employee was underpaid in addition to an amount sufficient to
recover underpaid wages.... (c) The civil penalties provided for
in this section are in addition to any other civil or criminal
penalty provided by law.

101. Lombardo seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
by NES, as alleged in this Complaint, to timely pay all wages owed to the Aggrieved Employees
in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

102. Lombardo seeks such penalties as an alternative to the penalties available to
individual litigants under Labor Code § 203 where applicable, as prayed for herein.

103. Lombardo also seeks civil penalties pursuant to Labor Code § 2699(a) for each
failure by NES, alleged in this Complaint, to provide the Aggrieved Employees with accurate,
itemized wage statements in compliance with Labor Code § 226(a) in the amounts established by
Labor Code § 226(e).

1 104. Lombardo also seeks civil penalties in the amounts described under Labor Code §
2 558 pursuant to Labor Code § 2699(a) for each pay period in which NES, as alleged in this
3 Complaint, failed to pay the Aggrieved Employees for all overtime wages and double wages owed.

4 105. Pursuant to Labor Code § 2699.3(a)(1) and (2), Lombardo provided the LWDA
5 with notice of her intention to file this claim on October 17, 2024.

6 106. More than sixty-five (65) calendar days have passed without notice from the
7 LWDA.

8 107. As such, Lombardo has satisfied all administrative prerequisites to commence this
9 civil action in compliance with § 2699.3(a).

10 108. Lombardo seeks the aforementioned penalties on behalf of the State and the other
11 Aggrieved Employees as set forth in Labor Code § 2699(g) and (i).

12 109. NES is liable to the Aggrieved Employees and the State of California for the civil
13 penalties set forth in this Complaint, with interest thereon.

14 110. Lombardo is also entitled to an award of attorneys' fees and costs as set forth below.

15 111. Wherefore, Lombardo and the Aggrieved Employees request relief as hereinafter
16 provided.

17 **COUNT II**

18 **PENALTIES PURSUANT TO LABOR CODE § 2699(f)**

19 112. Labor Code § 2699(f) provides:

20 For all provisions of this code except those for which a civil
21 penalty is specifically provided, there is established a civil
22 penalty for a violation of these provisions, as follows: ... (2) If, at
23 the time of the alleged violation, the person employs one or more
24 employees, the civil penalty is 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 violation.

25 113. Labor Code § 200 defines wages as “all amounts for labor performed by employees
26 of every description, whether the amount is fixed or ascertained by the standard of time, task,
27 piece, commission basis, or other method of calculation.” All such wages are subject to
28 California's overtime and double time requirements, including those set forth above.

1 114. Labor Code § 204(a) provides that “[a]ll wages . . . earned by any person in any
2 employment are due and payable twice during each calendar month[.]”

3 115. Labor Code § 510(a) provides as follows:

4 Eight hours of labor constitutes a day’s work. Any work in excess
5 of eight hours in one workday and any work in excess of 40 hours
6 in any one workweek and the first eight hours worked on the
7 seventh day of work in any one workweek shall be compensated
8 at the rate of no less than one and one-half times the regular rate
9 of pay for an employee. Any work in excess of 12 hours in one
10 day shall be compensated at the rate of no less than twice the
11 regular rate of pay for an employee.

12 116. IWC Wage Order 16-2001(3)(A)(1) states that employees:

13 ...shall not be employed more than eight (8) hours in any
14 workday or more than 40 hours in any workweek unless the
15 employee receives one and one-half (1 ½) times such employee’s
16 regular rate of pay for all hours worked over 40 hours in the
17 workweek. Employment beyond eight (8) hours in any workday
18 or more than six (6) days in any workweek is permissible
19 provided the employee is compensated for such overtime at not
20 less than ... [o]ne and one-half (1½) times the employee’s
21 regular rate of pay for all hours worked in excess of eight (8)
22 hours up to and including 12 hours in any workday, and for the
23 first eight (8) hours worked on the seventh (7th) consecutive day
24 of work in a workweek....

25 117. Labor Code § 1194(a) provides as follows:

26 Notwithstanding any agreement to work for a lesser wage, any
27 employee receiving less than the legal minimum wage or the
28 legal overtime compensation applicable to the employee is
entitled to recover in a civil action the unpaid balance of the full
amount of this minimum wage or overtime compensation,
including interest thereon, reasonable attorneys’ fees, and costs
of suit.

1 118. Labor Code § 1198 makes it unlawful for employers to employ employees under
2 conditions that violate relevant Wage Order(s).

3 119. To the extent that any violation alleged herein does not carry penalties under Labor
4 Code § 2699(a), Lombardo seeks civil penalties pursuant to Labor Code § 2699(f) for the
5 Aggrieved Employees for each pay period in which such employee was aggrieved, in the amounts
6 established by Labor Code § 2699(f).

7 120. Lombardo seeks civil penalties under Labor Code § 2699(f) for NES’s violations of
8 Labor Code §§ 510, 1198, and 1198.5.

121. Pursuant to Labor Code § 2699.3(a)(1) and (2), Lombardo has provided the LWDA with notice of his intention to file this claim.

122. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Lombardo satisfied all administrative prerequisites to commence this civil action.

123. Lombardo seeks the aforementioned penalties on behalf of the Aggrieved Employees and the State of California as set forth in Labor Code § 2699(g) and (i).

124. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of a Labor Code provision that does not provide for a civil penalty if, at the time of the violation, the employer employs one or more employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

125. NES is liable to the State of California and Aggrieved Employees for the civil penalties set forth in this Complaint.

126. Lombardo is also entitled to an award of attorneys' fees and costs.

127. Wherefore, Lombardo and the Aggrieved Employees request relief as hereinafter provided.

RELIEF SOUGHT

WHEREFORE, Lombardo, on behalf of the State of California and the Aggrieved Employees, requests the following relief:

- a. A declaratory judgment that NES's conduct violated the Labor Code as alleged herein;
- b. An order awarding civil penalties against NES to the fullest extent provided for by PAGA;
- c. An award of attorneys' fees, costs, and expenses as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;

- 1 d. Pre- and post-judgment interest on any amounts awarded at the highest
2 applicable allowed by law; and
3 e. Such other and further relief as this Court deems just and proper.
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5 Date: December 23, 2024

Respectfully submitted,

6 **JOSEPHSON DUNLAP LLP**

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William M. Hogg (SBN 338196)

10 *Counsel for Lombardo, on Behalf of the State of*
11 *California and Aggrieved Employees*
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