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JORGE LUIS VASQUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JORGE LUIS VASQUEZ, an individual

Plaintiff,

v.

J & A RENTS & SELLS, INC., a
California corporation; BOB BINNS, an
individual; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. **20STCV41441**

COMPLAINT FOR:

- 1. Retaliation in violation of Labor Code § 1102.5 et seq.**
- 2. Retaliation in violation of Labor Code §§ 6310, 6311 et seq**
- 3. Wrongful Termination in violation of Public Policy**
- 4. Failure to Provide Meal Periods (Labor Code § 226.7)**
- 5. Failure to Provide Rest Periods (Labor Code § 226.7)**
- 6. Negligent Supervision, Hiring and Retention**
- 7. Assault (Civil Code § 43)**
- 8. Battery (Civil Code § 43)**
- 9. Unfair Business Practices (Business and Professions Code § 17200)**
- 10. Penalties Pursuant to the California Private Attorneys General Act (Labor Code § 2699 et seq.)**

DEMAND FOR JURY TRIAL

1 Plaintiff, JORGE LUIS VASQUEZ, by and through his attorney of record, Chami Law,
2 PC, hereby complains against J & A RENTS & SELLS, INC., a California corporation; BOB
3 BINNS, an individual; and DOES 1 through 50, inclusive, as follows:

4 **JURISDICTION AND VENUE**

5 1. This Court has personal jurisdiction over Defendants, as they are residents in, or
6 have contacts with, and/or are doing business in the State of California.

7 2. Venue is proper in the County of Los Angeles in accordance with Sections 394
8 and 395(a) of the California Code of Civil Procedure, as Defendants reside in this County and/or
9 the alleged wrongs occurred in this County.

10 **PARTIES**

11 3. Plaintiff JORGE LUIS VASQUEZ (hereinafter “Mr. Vasquez” or “Plaintiff”) is an
12 individual residing in the County of Los Angeles, State of California.

13 4. Defendant J & A RENTS & SELLS, INC., a California corporation (“J&A” or
14 “the Company”) doing business in the County of Los Angeles, State of California.

15 5. Defendant BOB BINNS, (hereinafter “Mr. Binns”) is an individual, residing in the
16 City of Canoga Park, County of Los Angeles, State of California.

17 6. The true names and capacities, whether individual, corporate, associate, or
18 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
19 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
20 § 474. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
21 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
22 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
23 capacities of the Defendants designated hereinafter as DOES when such identities become
24 known.

25 7. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
26 acted in all respects pertinent to this action as the agent and/or the alter-ego of the other
27 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
28 and the acts of each Defendant are legally attributable to the other Defendants.

8. Furthermore, Defendants acted in all respects as the employers or joint employers of Plaintiff. Defendants, and each of them, exercised control over the wages, hours or working conditions of Plaintiff, or suffered or permitted Plaintiff to work, or engaged, thereby creating a common law employment relationship, with Plaintiff. Therefore, Defendants, and each of them, employed or jointly employed Plaintiff.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

10. In addition to his individual claims, Plaintiff hereby brings a representative action pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2699 et seq. on behalf of himself and the State of California, as well as on behalf of a group of aggrieved employees defined as: All individuals hired as general laborers, or a similar title, for Defendants in the State of California who worked one or more pay periods since one (1) year prior to the date of May 11, 2020 and continuing to the present (hereinafter “aggrieved employees”).

FACTUAL ALLEGATIONS

11. Plaintiff Jorge Luiz Vasquez (“Mr. Vasquez”) was hired by J & A Rents & Sells, Inc. (“J&A”) in March 2019 as a general laborer assisting with J&A’s installation business.

12. Mr. Vasquez was terminated by J&A on October 28, 2019, just three (3) days after he submitted a formal complaint to management at J&A, including Les Sumpter, that he had been physically assaulted and hurt while working at J&A, by his supervisor, Defendant Bob Binns (“Mr. Binns”).

13. On or about October 25, 2019, Mr. Vasquez was physically assaulted by Mr. Binns

1 while working at a J&A worksite.

2 14. While Mr. Vasquez and other employees were unloading a stage Mr. Binns yelled
3 at Mr. Vasquez to work faster.

4 15. As a result of a serious foot injury that Mr. Vasquez sustained prior to his
5 employment at J&A, his foot was in considerable pain, but he was working as fast as possible.

6 16. Mr. Binns then proceeded to walk by Mr. Vasquez and shoved him against a
7 parked truck and yelled “get the fuck out of my way” – which caused further pain to Mr.
8 Vasquez’s already ailing foot.

9 17. Mr. Vasquez then asked Mr. Binns why he had pushed him, to which Mr. Binns
10 responded, “because I am the boss, so move, get the fuck out of the way.”

11 18. Other employees of J&A witnessed the assault and Mr. Binns’ comments
12 thereafter.

13 19. Mr. Vasquez told Mr. Binns that he would be leaving the site to file a report of the
14 assault, to which Mr. Binns then replied: “go tell your mom to pick you up” and laughed.

15 20. Mr. Vasquez returned to the J&A worksite and immediately submitted a written
16 complaint to J&A management, detailing the assault, and his belief that his safety was
17 endangered by Mr. Binns’ conduct. Mr. Vasquez also detailed in his complaint due to
18 considerably windy conditions at Plaintiff’s worksite, that Mr. Binns’ conduct towards him and
19 others, made working conditions dangerous and unsafe.

20 21. Rather than investigate the matter or take any steps to curb the behavior by Mr.
21 Binns, Defendants chose to immediately terminate Mr. Vasquez’s employment under the guise
22 that he was a “seasonal employee” and there was no more work for him.

23 22. Mr. Vasquez is informed and believes that Mr. Binns is in fact the nephew of Les
24 Sumpter, who is believed to be the owner and/or director of J & A Rents & Sells, Inc., and that
25 Mr. Vasquez’s employment was terminated in retaliation for his internal complaint(s) of illegal
26 and violent behavior against Mr. Sumpter’s nephew, Defendant Binns.

27 23. Making matters worse, throughout Mr. Vasquez’s employment at J & A Rents &
28 Sells, Inc., he and other aggrieved employees were denied uninterrupted meal and rest breaks

1 within the timeframes specified by the Labor Code.

2 24. While Plaintiff and other aggrieved employees, had a full-time schedule and met
3 the legal definition of a non-exempt employees under the law, he and they were denied meal and
4 rest breaks due to understaffing at J&A.

5 25. Pursuant to Labor Code § 226.7 and Wage Order 16-2001, Defendants failed to
6 provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes
7 per four (4) hour work period, or major fraction thereof. On a regular and consistent basis,
8 Defendants failed to provide Plaintiff and the aggrieved employees with rest periods despite
9 within the timeframes specified under the law.

10 26. Defendants also failed to provide Plaintiff and his coworkers with uninterrupted
11 meal periods of not less than 30 minutes for every work period of five hours or more. While
12 Plaintiff and the other aggrieved employees occasionally received 30-minute meal periods, the
13 meal periods they received were often well-after the employees had worked 6 hours in a shift. As
14 such, Defendants failed to provide Plaintiff and the aggrieved employees with compliant meal
15 and rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one
16 (1) hour of wages for each missed meal period and for each rest period as required by Labor Code
17 § 226.7.

18 **FIRST CAUSE OF ACTION**

19 **[Retaliation in Violation of California Labor Code § 1102.5 et seq.]**

20 **(Against J&A and DOES 1 through 10)**

21 27. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
22 this Complaint as if the same were set forth at length herein.

23 28. Plaintiff's employment was terminated in violation of California Labor Code
24 section 1102.5 et seq. because he disclosed information that he had reasonable cause to believe
25 constituted a violation of state or federal law to his employer and/or that his employer feared he
26 would report to a government or law enforcement agency, and/or because Plaintiff might refuse to
27 participate in activity that would result in violations of state or federal law.

28 29. Defendants' conduct as alleged above constituted unlawful retaliation in

1 employment on account of Plaintiff's protected activity in violation of California Labor Code
2 section 1102.5 et seq.

3 30. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered
4 actual, consequential and incidental financial losses, including without limitation, loss of salary
5 and benefits, and the intangible loss of employment related opportunities in his field and damage
6 to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff
7 claims such amounts as damages pursuant to California Civil Code sections 3287, 3288 and/or
8 any other provision of law providing for prejudgment interest.

9 31. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
10 and continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as
11 well as the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon
12 alleges that he will continue to experience said physical and emotional suffering for a period in
13 the future not presently ascertainable, all in an amount subject to proof at the time of trial.

14 32. The acts taken toward Plaintiff were carried out by Defendant's officers, directors,
15 and/or managing agents acting in a despicable, oppressive, fraudulent, malicious, deliberate,
16 egregious, and inexcusable manner and in conscious disregard for the rights and safety of
17 Plaintiff. Defendant and its agents/employees or supervisors, authorized, condoned and ratified
18 the unlawful conduct of each other. Consequently, Plaintiff is entitled to an award of punitive
19 damages against each Defendant.

20 33. Plaintiff also seeks attorneys' fees and costs, and a \$10,000 civil penalty pursuant
21 to California Labor Code section 1102.5 et seq.

22 **SECOND CAUSE OF ACTION**

23 **[Retaliation in Violation of California Labor Code § 6310 and 6311 et seq.]**

24 **(Against J&A and DOES 1 through 10)**

25 34. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
26 this Complaint as if the same were set forth at length herein.

27 35. Labor Code § 6310 prohibits employers from discharging, constructively
28 discharging, retaliating or in any manner discriminating against any employee for making any

1 oral or written health and/or safety complaint, or complaint regarding working conditions, to an
2 governmental agency, or their employer.

3 36. Similarly, Labor Code § 6311 prohibits retaliation against an employee for
4 refusing to perform work that would cause the Labor Code, or any occupational safety or health
5 standard or order to be violated.

6 37. Defendants, and each of them, discharged Plaintiff's employment, and further
7 discriminated against Plaintiff after Plaintiff made oral and/or written complaints regarding
8 health, safety and/or working conditions to J&A, his employer, by and through its agents and
9 employees.

10 38. Plaintiff is informed and believed, and thereon alleges that because of his making
11 complaints regarding health, safety and/or working conditions to J&A, his employer, Plaintiff was
12 discharged from his employment and/or otherwise discriminated and retaliated against by J&A
13 including a failure to rehire Plaintiff after he had made complaints about workplace safety issues.

14 39. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered
15 and will continue to suffer pain and mental anguish and emotional distress.

16 40. Plaintiff has further suffered and will continue to suffer a loss of earnings and
17 other employment benefits, whereby Plaintiff is entitled to general compensatory damages in
18 amounts to be proven at trial.

19 41. J&A's actions constituted a willful violation of the above-mentioned state laws.
20 As a direct result, Plaintiff has suffered, and continues to suffer, substantial losses related the loss
21 of wages and are entitled to recover costs and expenses and attorney's fees in seeking to compel
22 J&A to fully perform its obligation under state law and his respective damage amounts according
23 to proof at time of trial.

24 42. The conduct of Defendants described herein above was outrageous and was
25 executed with malice, fraud and oppression, and with conscious disregard for Plaintiff's rights,
26 and further, with the intent, design and purpose of injuring Plaintiff.

27 43. Defendants, through its officers, managing agents, employees and/or its
28 supervisors, authorized, condoned and/or ratified the unlawful conduct described herein above.

1 By reason thereof, Plaintiff is entitled to an award of punitive damages in an amount according to
2 proof at the time of trial.

3 44. Defendants committed the acts alleged herein by acting knowingly and willfully,
4 with the wrongful and illegal deliberate intention of injuring Plaintiff, from improper motives
5 amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff is thus entitled to
6 recover nominal, actual, compensatory, punitive, and exemplary damages in amounts according
7 to proof at time of trial, in addition to any other remedies and damages allowable by law.

8 45. As a proximate result of the actions and conduct described in the paragraphs
9 above, which constitute violations of Labor Code Sections 6310 and 6311, Plaintiff has been
10 damaged in an amount according to proof at the time of trial.

11 **THIRD CAUSE OF ACTION**

12 **[Wrongful Termination in Violation of Public Policy]**

13 **(Against All Defendants and DOES 1 through 10)**

14 46. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
15 this Complaint as if the same were set forth at length herein.

16 47. It was and is the public policy of the State of California, as set forth in Cal. Labor
17 Code §§ 6310 and 6311, et seq, that employees not be discharged, or in any manner discriminated
18 against for making any oral or written health and/or safety complaint, or complaint regarding
19 working conditions, to an governmental agency, or to their employer.

20 48. It was and is the public policy of the State of California, as set forth in Cal. Labor
21 Code §1102.5, that employees not be discharged, or in any manner retaliated against because he
22 disclosed information that he had reasonable cause to believe constituted a violation of state or
23 federal law to his employer and/or that his employer feared he would report to a government or
24 law enforcement agency, and/or because Plaintiff might refuse to participate in activity that
25 would result in violations of state or federal law.

26 49. The termination of Plaintiff's employment was motivated by Plaintiff's making of
27 oral and/or written complaints regarding what he perceived to be illegal behavior by Defendants,
28 as well as oral and/or written complaints made by Plaintiff regarding health, safety and/or

working conditions to his employer(s), in violation of the public policies described above.

50. By reason of the aforementioned acts and conduct, Defendants, violated the fundamental public policies of the State of California, as embodied in the California Constitution, California Labor Code section 1102.5 et seq. 6310 et seq and 6311 et seq, and other statutes and regulations. Such fundamental public policies prohibit employers from discriminating against employees, or from retaliating against employees for engaging in protected activity.

51. By the aforesaid acts and omissions of Defendants, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, substantial losses in earnings, other employment benefits, and future earning capacity, and other pecuniary losses not presently ascertained, in an amount according to proof at the time of trial.

52. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, mental and physical pain, discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff. Plaintiff does not know at this time the exact duration or permanence of said injuries, but is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character Plaintiff has been generally damaged in an amount within the jurisdictional limits of this Court.

53. Plaintiff is informed and believes and thereon alleges that the Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of Plaintiff's rights, welfare and safety, thereby justifying the award of punitive and exemplary damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

[Failure to Provide Meal Periods (Labor Code § 226.7)]

(Against J&A and DOES 1 through 10)

54. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

55. Plaintiff is entitled to one thirty (30) minute, duty-free meal period for every five (5) hours of work pursuant to 8 C.C.R. §11040(11).

56. During his employment with Defendants, Plaintiff was not provided with all of his thirty (30) minute, duty-free meal periods in violation of Labor Code § 226.7.

57. Defendants did not intend on providing Plaintiff with thirty (30) minute, duty-free meal periods.

58. As a result of Defendants' failure to provide Plaintiff with a thirty (30) minute, duty-free meal period, he is entitled to a premium wage of one (1) hour of pay for every day he did not obtain his rest period in an amount to be determined at trial.

59. Plaintiff requests that the Court award Plaintiff the reasonable attorney's fees and costs incurred by his in this action.

60. Pursuant to Labor Code § 218.6, Plaintiff requests that the Court award Plaintiff interest on all due and unpaid wages, at the legal rate specified by Civil Code § 3289(b), accruing from the date the wages were due and payable

FIFTH CAUSE OF ACTION

[Failure to Provide Rest Periods (Labor Code § 226.7)]

(Against J&A and DOES 1 through 10)

61. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

62. Plaintiff is entitled to one ten (10) minute, duty-free rest period for every four (4) hours of work pursuant to 8 C.C.R. §11040(12).

63. During his employment with Defendants, Plaintiff was not provided with all of his ten (10) minute, duty-free rest periods in violation of Labor Code § 226.7.

64. Defendants did not intend on providing Plaintiff with ten (10) minute, duty-free rest periods after every 4 hours worked.

65. As a result of Defendants' failure to provide Plaintiff with a ten (10) minute, duty-free rest period, Plaintiff is entitled to a premium wage of one (1) hour of pay for every day he did not obtain his rest period.

66. Plaintiff requests that the Court award Plaintiff the reasonable attorney's fees and costs incurred by his in this action.

67. Pursuant to Labor Code § 218.6, Plaintiff requests that the Court award Plaintiff interest on all due and unpaid wages, at the legal rate specified by Civil Code § 3289(b), accruing from the date the wages were due and payable.

SIXTH CAUSE OF ACTION

[Negligent Hiring, Supervision, and Retention]

(Against Defendant J&A and DOES 1-10)

22. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

23. Defendant J&A, as Plaintiff's employer, owed a general duty to exercise care in the hiring, screening, training, supervising, and retention of employees of J&A.

24. As alleged herein, Defendant J&A knew or reasonably should have known, that Defendant Bob Binns, was unfit to perform the work in which he was hired and was engaging in the conduct as set forth above.

25. Defendant J&A knew or should have known that Defendant Bob Binns had a previous history of engaging in unlawful and/or dangerous conduct that could cause injury to Plaintiff and others, including, but not limited to, assaulting Plaintiff, verbally harassing Plaintiff and other employees, demanding the Plaintiff and others perform work in an unsafe matter and under danger conditions, and retaliating against Plaintiff and other employees if they refused to engage in unlawful and/or unsafe work practices, and failed to do anything to prevent such injury.

26. Defendant J&A knew that Defendant Bob Binns had engaged in unlawful and/or dangerous conduct while employed by J&A and that could cause injury to Plaintiff and others because Plaintiff complained of such unlawful and/or dangerous conduct to J&A, and J&A, with the use of reasonable diligence, should have known that Defendant Bob Binns had engaged in unlawful and/or dangerous conduct while employed and that could cause injury to Plaintiff.

27. At all relevant times, Defendant J&A knew or reasonably should have known that the conduct and omissions set forth above violated Plaintiffs' rights under federal and state law.

28. At all relevant times, Defendant J&A knew or reasonably should have known that the conduct set forth above would and did proximately result in physical injury and emotional distress to Plaintiff. The injuries include, but are not limited to, anxiety, embarrassment, tension, depression, post-traumatic stress, humiliation, and bodily harm.

29. At all relevant times, Defendant J&A, knew or reasonably should have known that unless it intervened to protect Plaintiff, and to adequately supervise, prohibit, control, regulate, discipline, and/or otherwise penalize the conduct of Defendant Bob Binns as set forth above, that Plaintiff would be harmed.

30. At all relevant times, the negligent failure of the Defendant J&A to protect Plaintiff, and to supervise, prohibit, control, regulate, discipline, and/or otherwise penalize adequately the conduct and omissions of Defendant Bob Binns violated Plaintiff's rights under state statutes and common law, as alleged herein.

31. As a direct and proximate result of Defendant J&A's failure to properly hire, screen, train, retain and/or supervise Defendant Bob Binns, Plaintiffs suffered physical injury and emotional distress. The injuries include, but are not limited to, anxiety, headaches, tension, depression, post-traumatic stress, humiliation, and bodily harm.

32. Defendant J&A's negligence in hiring, supervising, and retaining Defendant Bob Binns, was a substantial factor in causing Plaintiffs' harm, as alleged herein.

SEVENTH CAUSE OF ACTION

[Assault]

(Against Defendants J&A, Binns and DOES 1-10)

33. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

34. Defendant Binns, while in the course and scope of his employment for J&A, committed acts which resulted in imminent apprehension of harmful or offensive contact with Plaintiff's person and to which Plaintiff did not consent. Said imminent apprehension of harmful or offensive contact caused injury, damage, loss, and/or harm to Plaintiff as alleged herein.

35. The acts described herein constitute assault, actionable under the laws of

California.

36. Defendant J&A knew or should have known that Plaintiff was assaulted. After being informed of Bob Binns's unlawful conduct, Defendant, failed to discipline Binns and kept him in their employ, thereby authorizing and ratifying his unlawful conduct.

37. By the aforesaid acts and omissions of defendants, and each of them, Plaintiff has been directly and legally caused to suffer damages as alleged herein.

38. Defendant Binns engaged in the acts alleged herein and Defendant J&A condoned, permitted, authorized, and/or ratified the conduct of its employees and agents and is vicariously liable for the wrongful conduct of its employees and agents for this cause of action.

39. Plaintiff is informed and believes and thereon alleges that Defendant J&A had advance knowledge of the unfitness of their employees, subcontractors, and agents and employed or subcontracted them with a conscious disregard of the rights or safety of others. Moreover, Defendant J&A authorized or ratified the wrongful conduct of their employees, subcontractors, and agents and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof.

EIGHTH CAUSE OF ACTION

[Battery]

(Against Defendants J&A, Binns and DOES 1-10)

40. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

41. Defendant Binns, while in the course and scope of his employment for Defendant J&A, committed acts with the intent to cause and which resulted in harmful or offensive contact with Plaintiff's person, to which Plaintiff did not consent. Said harmful or offensive contact caused injury, damage, loss, and/or harm to plaintiffs as alleged herein.

42. The acts described herein constitute battery, actionable under the laws of California.

43. Defendant J&A knew or should have known, that Plaintiff was assaulted and battered. After being informed of Bob Binns's unlawful conduct, Defendant J&A failed to

1 discipline Binns and kept him in their employ, thereby authorizing and ratifying his unlawful
2 conduct.

3 44. By the aforesaid acts and omissions of defendants, and each of them, Plaintiff has
4 been directly and legally caused to suffer damages as alleged herein.

5 45. Defendant Binns engaged in the acts alleged herein and Defendant J&A condoned,
6 permitted, authorized, and/or ratified the conduct of its employees and agents and is vicariously
7 liable for the wrongful conduct of its employees and agents for this cause of action.

8 Plaintiff is informed and believes and thereon alleges that Defendant J&A and had advance
9 knowledge of the unfitness of their employees, subcontractors, and agents and employed or
10 subcontracted them with a conscious disregard of the rights or safety of others. Moreover,
11 Defendant J&A authorized or ratified the wrongful conduct of their employees, subcontractors,
12 and agents and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is
13 entitled to recover punitive damages from defendants in an amount according to proof.

14 **NINTH CAUSE OF ACTION**

15 **[Unfair Business Practices]**

16 **(Against J&A and DOES 1 through 10)**

17 68. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
18 this Complaint as if the same were set forth at length herein.

19 69. Defendant and DOES 1-10 and each of them, engaged in unfair competition by
20 committing the following acts, including but not limited to: a) failing to provide Plaintiff all his
21 meal periods and/or premium pay for missed meal periods; b) failing to provide Plaintiff with all
22 his rest periods and/or premium pay for missed rest periods; c) retaliating against Plaintiff on
23 account of his complaints of unlawful activity and unsafe working condition; and d) terminating
24 Plaintiff's employment after his complaint of assault by Bob Binns.

25 70. Defendants' conduct, as alleged above, constitutes unlawful, unfair and fraudulent
26 activity prohibited by Business and Professions Code sections 17200, et seq.

27 71. As a result of their improper acts, Defendant and DOES 1-10, and each of them,
28 have reaped and continue to reap unfair benefits and illegal profits at Plaintiff's expense.

72. Defendant and DOES 1-10, and each of them, should be made to restore to Plaintiff these gains pursuant to Business and Professions Code section 17203.

73. Defendant and DOES 1-10, and each of them, should also be subjected to penalties pursuant to Business and Professions Code section 17202 et seq.

TENTH CAUSE OF ACTION

**[Individual and Representative Claim per Labor Code §§ 2699 et seq. for
Unlawful Labor Practices in Violation of Labor Code §§ 201, 203, 226(a), 226.3, 226.7, 246,
510, 551, 552, 558, 558.1, 1102.5, 1174, 1194, 1199, 6310, and 6311]
(Against Defendant J&A and DOES 1 through 10)**

74. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

75. Plaintiff is an aggrieved employee as defined in Labor Code §2699(a). He brings this cause on behalf of himself and other current or former employees affected by the Labor Code violations alleged in this Complaint.

76. Pursuant to California Labor Code section 2699 et seq. the foregoing violations of Labor Code sections 201, 203, 226(a), 226.3, 226.7, 246, 510, 551, 552, 558, 558.1, 1102.5, 1174, 1194, 1199, 6310, and 6311 et seq. permit Plaintiff to recover civil penalties through this current action.

77. Defendants' violations of California Labor Code sections 201, 203, 226(a), 226.3, 226.7, 246, 510, 551, 552, 558, 558.1, 1102.5, 1174, 1194, 1199, 6310, and 6311 et seq. enable Plaintiff to recover a civil penalty as an aggrieved employee on behalf of himself and on behalf of other current and former employees of Defendants.

78. Plaintiff has complied with the procedural requirements specified in California Labor Code section 2699 et seq.

79. On May 11, 2020, Plaintiff, pursuant to Labor Code section 2699 et seq. through Plaintiff's attorneys, submitted his online complaint and PAGA Notice to the Labor and Workforce Development Agency and was assigned Case Number: LWDA-CM-786266-20.

80. On May 11, 2020, Plaintiff, pursuant to Labor Code section 2699 et seq. through

Plaintiff's attorneys, served Plaintiff's PAGA Notice to Defendants via certified mail return receipt requested.

81. Through the date of the filing of this action, the Labor and Workforce Development Agency has not notified Plaintiff or his attorneys that the agency intends to pursue the allegations set forth and identified in Plaintiff's PAGA notice.

82. Accordingly, the time periods set forth in Labor Code § 2699 et seq for the Labor and Workforce Development Agency to notify Plaintiff of its intent to pursue the allegations in Plaintiff's notice have elapsed and Plaintiff may file the instant Complaint and include a cause of action pursuant to Labor Code section 2699 et seq.

83. As a result of the aforementioned violations, Plaintiff hereby brings this cause of action on behalf of himself and on behalf of all other aggrieved employees affected by the Labor Code violations alleged in this Complaint.

84. Pursuant to California Labor Code Section 2699 et seq., Plaintiff should be awarded twenty-five percent (25%) of all penalties due under California law, as well as interest, attorneys' fees, and costs.

85. Pursuant to California Labor Code Section 2699 et seq., the court should award seventy-five percent (75%) of the penalties due under California law to the State of California.

PRAYER FOR JUDGMENT

WHEREFORE, Plaintiff prays for judgment against Defendants J & A RENTS & SELLS, INC., as follows:

1. For special damages, including loss of past and future wages, bonuses, deferred compensation, and other employment benefits and all damages flowing therefrom in an amount according to proof at trial.

2. For all general and special damages to compensate Plaintiff for any past and future medical expenses and emotional distress, suffering and related damages.

3. For premium pay for each day Plaintiff was not afforded an uninterrupted meal break in an amount to be proven at trial.

4. For premium pay for each day Plaintiff was not afforded an uninterrupted rest

break in an amount to be proven at trial.

5. For punitive, treble, liquidated or other damages where available by law.

6. For penalties pursuant to Labor Code §§ 226, 558, 1102.5, 1198.5, and where such penalties are available by law

7. For attorneys' fees and costs as set forth above and where such fees and costs are available by law.

8. For Defendants to be enjoined from the unlawful activities described herein in violation of Business and Professions Code § 17200, et seq.

9. For civil penalties, attorneys' fees, costs, and injunctive relief pursuant to Labor Code section 2699 et seq. of the Private Attorneys General Act of 2004.

10. For prejudgment and post-judgment interest as available by law.

11. For costs of suit incurred herein.

12. For such other and further relief as this Court may deem just and proper.

WHEREFORE, Plaintiff prays for judgment against Defendant BOB BINNS, as follows:

13. For all general and special damages to compensate Plaintiff for any past and future medical expenses and emotional distress, suffering and related damages.

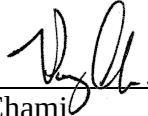
14. For prejudgment and post-judgment interest as available by law.

15. For costs of suit incurred herein.

16. For such other and further relief as this Court may deem just and proper

CHAMI LAW, PC

DATED: October 28, 2020

By: 

Pouya B. Chami
Attorney for Plaintiff JORGE LUIS
VASQUEZ