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AGUSTIN PEDRAZA

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

AGUSTIN PEDRAZA, an individual,
Plaintiff,

v.

KG SEWING & FINISHING, INC., a
California corporation; and DOES 1 through 20,
inclusive,
Defendants.

Case No. **20STCV37447**

COMPLAINT FOR DAMAGES FOR:

- 1. DISCRIMINATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 2. RETALIATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 3. FAILURE TO PREVENT
DISCRIMINATION AND RETALIATION
IN VIOLATION OF GOV'T CODE
§12940(k);**
- 4. RETALIATION IN VIOLATION OF
GOV'T CODE §§12945.2 ET. SEQ.;**
- 5. FAILURE TO PROVIDE REASONABLE
ACCOMMODATIONS IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 6. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS IN
VIOLATION OF GOV'T CODE §§12940 ET
SEQ.;**
- 7. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 8. FAILURE TO PAY MINIMUM WAGES
(CAL. LABOR CODE §§1182.12, 1194,
1194.2, 1197);**

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- 9. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);
 - 10. FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);
 - 11. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);
 - 12. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);
 - 13. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);
 - 14. FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS (CAL. LABOR CODE §§226, 1198.5);
 - 15. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND
- DEMAND OVER \$25,000
- [DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, AGUSTIN PEDRAZA, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, AGUSTIN PEDRAZA, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

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1 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendant KG SEWING & FINISHING, INC. (hereinafter referred to as “KG,” “Employer,” or
3 “Defendant.”) was and is a California corporation doing business at 3816 S Broadway Street, city of Los
4 Angeles, in the County of Los Angeles, State of California.

5 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
6 hereto, Employers owned and operated a private apparel and textile company.

7 5. At all times relevant herein, Employer and DOES 1-20 were Plaintiff’s employers, joint
8 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
9 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
10 persons and are therefore subject to the jurisdiction of this Court.

11 6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint
12 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
13 Commission Order No. 1-2001, and are each an “employer or other person acting on behalf of an
14 employer” as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that
15 basis.

16 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of
17 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
18 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
19 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
20 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
21 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
22 alleged hereinafter.

23 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
24 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
25 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
26 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
27 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
28 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

1 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
2 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
3 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
4 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
5 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
6 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
7 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
8 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
9 actually causing Plaintiff harm.

10 10. Whenever and wherever reference is made in this complaint to any act or failure to act by
11 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
12 and/or failures to act by each Defendant acting individually, jointly and severally.

13 11. Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to prevent
14 discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and
15 wrongful termination under Government Code §§12940, et seq., the California Fair Employment and
16 Housing Act (“FEHA”) with the California Department of Fair Employment and Housing (“DFEH”),
17 and has satisfied Plaintiff’s administrative prerequisites with respect to these and all related filings.

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19 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

20 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
21 of interest and ownership between Employer and DOES 1-20 that the individuality and separateness of
22 defendants have ceased to exist.

23 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
24 purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but
25 not limited to because:

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1 a. Employer is completely dominated and controlled by one another and DOES 1-20,
2 who personally committed the frauds and violated the laws as set forth in this complaint, and who have
3 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
4 some other wrongful or inequitable purpose.

5 b. Employer and DOES 1-20 derive actual and significant monetary benefits by and
6 through one another's unlawful conduct, and by using one another as the funding source for their own
7 personal expenditures.

8 c. Employer and DOES 1-20, while really one and the same, were segregated to
9 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
10 accomplishing some other wrongful or inequitable purpose.

11 d. Employer does not comply with all requisite corporate formalities to maintain a
12 legal and separate corporate existence.

13 e. The business affairs of Employer and DOES 1-20 are, and at all times relevant
14 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
15 inextricable confusion. Employer ia, and at all times relevant hereto were, used by one another and DOES
16 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the
17 alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would
18 not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff
19 for violations of the Government Code and other statutory violations. The corporate existence of
20 Employer and DOES 1-20 should be disregarded in equity and for the ends of justice because such
21 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

22 14. Accordingly, Employer constitute the alter ego of one another and DOES 1-20, and the
23 fiction of their separate corporate existence must be disregarded.

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15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employer and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employer and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employer and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employer and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employer and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

17. On or about January 8, 2019, Employer hired Plaintiff as an employee. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff was wrongfully terminated on or about December 4, 2019.

18. At the time of Plaintiff's termination, Plaintiff was 50 years old.

19. Between January 8, 2019 and December 4, 2019, Plaintiff's hourly wage rate was \$13.25, which was \$1.00 less than the Los Angeles minimum wage because of Plaintiff's national origin. During this time period, Plaintiff's fixed schedule was seven days per week, Monday through Sunday, for approximately 8 to 12 hours per day.

20. Plaintiff worked approximately 56 to 84 unpaid hours each week, for which Plaintiff received no wages at all, not paid at Plaintiff's hourly wage rate, or even the requisite minimum wage.

21. Plaintiff worked approximately 4 to 14 overtime hours each week, received only Plaintiff's regular hourly wage rate for these hours, with no overtime premium.

1 22. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
2 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
3 thereof.

4 23. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
5 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
6 worked.

7 24. Throughout Plaintiff's employment, Plaintiff did not receive a second uninterrupted
8 statutory 30-minute meal periods for days on which Plaintiff worked at least 10 hours, which was
9 approximately 7 days each week. One or more of Plaintiff's 30-minute meal periods were not provided
10 or interrupted approximately 7 times per week.

11 25. On August 18, 2019, Plaintiff was injured while at work. This limited Plaintiff's ability
12 to perform the major life activity of working and therefore constituted a disability.

13 26. On August 21, 2019 Plaintiff notified Employer of this disability.

14 27. In addition, Plaintiff also requested help with performing the job duties.

15 28. Employer did not send Plaintiff to a company doctor, nor did Employer ever provide
16 Plaintiff with any accommodations.

17 29. Rather Plaintiff's supervisor Lourdes Doe blamed Plaintiff's disability and need for
18 accommodations on Plaintiff's age and would make comments regarding Plaintiff's age.

19 30. Thereafter Employer retaliated against Plaintiff by terminating Plaintiff's employment on
20 December 4, 2019.

21 31. Defendant discriminated and retaliated against Plaintiff by terminated Plaintiff's
22 employment and for exercising Plaintiff's right to request an accommodation of Plaintiff's disability.

23 32. In addition, Defendant also discriminated and retaliated against Plaintiff on the basis of
24 his age, and national origin.

25 33. At all relevant times, Defendants failed to properly engage in a good faith interactive
26 process in an effort to properly accommodate Plaintiff's disability and/or medical condition such that
27 Plaintiff could continue working for Defendants.

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1 34. At all relevant times, Defendants failed to reasonably accommodate Plaintiff even though
2 Plaintiff was able to perform the essential job duties of Plaintiff's position or another position with or
3 without accommodations.

4 35. Plaintiff's termination was substantially motivated by Plaintiff's disability, age, and
5 national origin, without any discussion of disability accommodations or any good faith attempt to engage
6 in the interactive process with Plaintiff. Defendants' discriminatory animus is evidenced by the
7 previously mentioned facts.

8 36. Defendants' conduct described herein was undertaken, authorized, and/or ratified
9 Defendants' officers, directors and/or managing agents, including those identified herein as DOES 1
10 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for
11 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
12 undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of
13 said individuals whose actions and conduct were ratified, authorized, and approved by managing agents
14 whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated
15 herein as DOES 1 through 20, inclusive.

16 37. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
17 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
18 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
19 counseling and treatment, and past and future lost wages and benefits.

20 38. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
21 commissions, benefits and loss or diminution of earning capacity.

22 39. Plaintiff claims general damages for emotional and mental distress and aggravation in a
23 sum in excess of the jurisdictional minimum of this Court.

24 40. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
25 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
26 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
27 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
28 Court.

FIRST CAUSE OF ACTION
FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST ALL DEFENDANTS

41. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

42. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

43. As such term is used under FEHA, "on the bases enumerated in this part" means or refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

44. FEHA requires Defendants to refrain from discriminating against an employee on the basis of disability, age, and national origin, and to prevent from occurring discrimination, and retaliation on the same bases.

45. Plaintiff was a member of multiple protected classes as a result of Plaintiff's disability, age, and national origin.

46. At all times relevant hereto, Plaintiff was performing competently in the position Plaintiff held with Defendants.

47. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination, failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return to work, and termination, and was harmed thereby.

48. Plaintiff is informed and believes that Plaintiff's age, disability and national origin and/or some combination of these protected characteristics under Government Code §12926(j) were motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

49. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's damage as stated below.

50. The damage allegations of the above-stated paragraphs are herein incorporated by reference.

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1 51. The foregoing conduct of Defendants individually, or by and through their officers,
2 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
3 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
4 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
5 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
6 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

7 52. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
8 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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10 **SECOND CAUSE OF ACTION**
11 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
12 **AGAINST ALL DEFENDANTS**

13 53. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
14 set forth in full herein.

15 54. At all times hereto, the FEHA was in full force and effect and was binding upon
16 Defendants and each of them.

17 55. These laws set forth in the preceding paragraph require Defendants to refrain from
18 retaliating against an employee for engaging in protected activity.

19 56. Plaintiff engaged in the protected activities of requesting accommodation and
20 complaining about and protesting Defendants' discriminatory conduct towards Plaintiff based upon
21 Plaintiff's disability, age, and national origin.

22 57. Plaintiff suffered the adverse employment actions of unlawful discrimination, failure to
23 accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or
24 return to work, and termination, and was harmed thereby.

25 58. Plaintiff is informed and believes that Plaintiff's conduct of requesting accommodation,
26 complaining about and protesting about Defendants' discriminatory, and/or some combination of these
27 factors, were motivating reasons and/or factors in the decisions to subject Plaintiff to the
28 aforementioned adverse employment actions.

1 59. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff
2 for attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

3 60. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
4 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or
5 at the direction of, each other Defendant and the other Managers.

6 61. The above said acts of Defendants constitute violations of the FEHA, and were a
7 proximate cause in Plaintiff's damage as stated below.

8 62. The damage allegations of the above-stated Paragraphs are herein incorporated by
9 reference.

10 63. The foregoing conduct of Defendants individually, or by and through their officers,
11 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
12 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
13 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
14 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
15 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

16 64. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
17 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PREVENT DISCRIMINATION, AND RETALIATION**

21 **IN VIOLATION OF GOV'T CODE §12940(k)**

22 **AGAINST ALL DEFENDANTS**

23 65. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
24 set forth in full herein.

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1 66. At all times hereto, the FEHA, including in particular Government Code §12940(k),
2 was in full force and effect and was binding upon Defendants. This subsection imposes a duty on
3 Defendants to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation
4 from occurring. As alleged above, Defendants violated this subsection and breached their duty by
5 failing to take all reasonable steps necessary to prevent discrimination, and retaliation from occurring.

6 67. The above said acts of Defendants constitute violations of the FEHA, and were a
7 proximate cause in Plaintiff's damage as stated below.

8 68. The damage allegations of the above-stated Paragraphs, inclusive, are herein
9 incorporated by reference.

10 69. The foregoing conduct of Defendants individually, or by and through their officers,
11 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
12 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
13 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
14 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
15 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

16 70. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
17 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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19 **FOURTH CAUSE OF ACTION**
20 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12945.2 ET SEQ.**
21 **AGAINST ALL DEFENDANTS**

22 71. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
23 set forth in full herein.

24 72. Plaintiff suffered the adverse employment actions of unlawful discrimination and
25 termination.

26 73. Plaintiff is informed and believes that exercising or attempting to exercise Plaintiff's
27 right to request accommodations was a motivating reason and/or factor in the decisions to subject
28 Plaintiff to the aforementioned adverse employment actions.

1 74. The damage allegations of the above-stated Paragraphs are herein incorporated by
2 reference.

3 75. The foregoing conduct of Defendants individually, or by and through their officers,
4 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
5 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
6 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
7 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
8 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

9 76. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
10 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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12 **FIFTH CAUSE OF ACTION**
13 **FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**
14 **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
15 **AGAINST ALL DEFENDANTS**

16 77. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
17 set forth in full herein.

18 78. At all times hereto, the FEHA, including in particular Government Code §12940(m),
19 was in full force and effect and was binding upon Defendants. This subsection imposes an ongoing
20 duty on Defendants to make reasonable accommodation for the known physical disability and/or
21 medical condition of an employee.

22 79. At all relevant times, Plaintiff was a member of a protected class within the meaning of,
23 in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff had a disability, a
24 physical condition that affected Plaintiff's major life activities, and medical condition of which
25 Defendants had both actual and constructive knowledge.

26 80. At all times herein, Plaintiff was willing and able to perform the duties and functions of
27 the position in which Plaintiff was employed, or could have performed the duties and functions of that
28 position with reasonable accommodations. At no time would the performance of the functions of the

1 employment position, with a reasonable accommodation for Plaintiff's disability or medical condition,
2 actual or as it was perceived by Defendants, have been a danger to Plaintiff's or any other person's
3 health or safety. Accommodation of Plaintiff's disability or disability or medical condition, real or
4 perceived by Defendants, would not have imposed an undue hardship on Defendants. Defendants
5 failed and refused to accommodate Plaintiff's disability, failed to engage in the interactive process with
6 Plaintiff and continue to violate this obligation, up to and including the date of Plaintiff's termination
7 or, if Defendant contends Plaintiff was never terminated, through the present and ongoing.

8 81. The above said acts of Defendants constitute violations of the FEHA, and were a
9 proximate cause in Plaintiff's damage as stated below.

10 82. The damage allegations of the above-stated Paragraphs are herein incorporated by
11 reference.

12 83. The foregoing conduct of Defendants individually, and/or by and through their officers,
13 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
14 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
15 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
16 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
17 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

18 84. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
19 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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21 **SIXTH CAUSE OF ACTION**

22 **FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**

23 **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

24 **AGAINST ALL DEFENDANTS**

25 85. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
26 set forth in full herein.

27 86. At all times hereto, the FEHA, including in particular Government Code §12940(n),
28 was in full force and effect and was binding upon Defendants. This subsection imposes an ongoing

1 duty on Defendants to engage in a timely, good faith, interactive process with the employee to
2 determine effective reasonable accommodations, if any, in response to a request for reasonable
3 accommodation by an employee with a known physical disability or known medical condition and/or
4 becoming aware of the employee's need for accommodation.

5 87. At all relevant times, Plaintiff was a member of a protected class within the meaning of,
6 in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff had a physical
7 disability that affected Plaintiff's major life activities, and medical condition of which Defendants had
8 both actual and constructive knowledge.

9 88. Plaintiff reported the disability to Defendants and requested accommodation, triggering
10 Defendants' obligation to engage in the interactive process with Plaintiff, but at all times herein,
11 Defendants failed and refused to do so. Thereafter, despite Defendants continuing obligation to engage
12 in the interactive process with Plaintiff, Defendants failed and refused to have any dialogue with
13 Plaintiff whatsoever, on any of these occasions, and Defendants violated, and continued to violate this
14 obligation up to and including the date of Plaintiff's termination or, if Defendant contends Plaintiff was
15 never terminated, through the present and ongoing.

16 89. The above said acts of Defendants constitute violations of the FEHA, and were a
17 proximate cause in Plaintiff's damage as stated below.

18 90. The damage allegations of the above-stated Paragraphs are herein incorporated by
19 reference.

20 91. The foregoing conduct of Defendants individually, and/or by and through their officers,
21 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
22 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
23 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
24 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
25 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

26 92. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
27 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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SEVENTH CAUSE OF ACTION
FOR WRONGFUL TERMINATION
IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA
AGAINST ALL DEFENDANTS

93. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

94. At all relevant times mentioned in this complaint, the FEHA was in full force and effect and was binding on Defendants. This law requires Defendants to refrain, among other things, from discriminating against any employee on the basis of Plaintiff's age, disability, and national origin. At all times mentioned in this complaint, Article I, Section 8 of the California Constitution was in full force and effect and binding on Defendants. This law requires Defendants to refrain from disqualifying a person from pursuing employment on the basis of race, color, national origin, or sex.

95. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee on the basis of age, disability, and national origin.

96. Plaintiff believes and thereon alleges that Plaintiff's age, disability and national origin, and/or some combination thereof, were factors in Defendants' conduct as alleged hereinabove.

97. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's employment on the basis of age, disability, and national origin, and/or some combination of these factors, were a proximate cause in Plaintiff's damages as stated below.

98. The above said acts of Defendants constitute violations of the Government Code and the public policy of the State of California embodied therein as set forth above. Defendants violated these laws by discriminating and retaliating against Plaintiff and terminating Plaintiff's employment in retaliation for exercise of protected rights.

99. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee on the basis of age, disability, and national origin.

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100. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's age, disability, and national origin was a proximate cause in Plaintiff's damages as stated below.

101. The damage allegations of the above-stated Paragraph are herein incorporated by reference.

102. The foregoing conduct of Defendants individually, or by and through their officers, directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

EIGHTH CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST ALL DEFENDANTS

1. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

2. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum wage for every hour worked.

3. In the years immediately preceding the filing of this complaint, Employers failed and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12, in each of the following ways:

4. From January 8, 2019 to December 4, 2019, Plaintiff worked approximately 48 hours per week at the hourly rate of \$13.25 rather than getting paid at least the Los Angeles minimum wage rate of \$14.25. Therefore, Plaintiff is owed \$2,256.00 calculated at 48 hours per week for 47 weeks at \$1.00 per hour (difference of Los Angeles minimum hourly rate and actual hourly rate).

1 5. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum
2 wages in the amount of \$2,256.00.

3 6. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
4 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action
5 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between
6 the straight time compensation paid and applicable minimum wage, including interest thereon.

7 7. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable
8 attorneys' fees and costs incurred by Plaintiff in this action.

9 8. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
10 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
11 additional \$2,256.00, plus interest thereon

12
13 **NINTH CAUSE OF ACTION**
14 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
15 **LABOR CODE §§510, 1194**
16 **AGAINST ALL DEFENDANTS**

17 9. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
18 set forth in full herein.

19 10. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
20 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
21 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
22 hours in a single day. It also requires employers to pay their non-exempt employees overtime
23 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
24 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
25 consecutive day of work.

26 11. At all relevant times, Defendants required Plaintiff to work more than eight hours per
27 day and/or more than 40 hours per workweek.

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1 12. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
2 compensation required by Labor Code §510, the applicable 8 Code of Regulations section, and Industrial
3 Welfare Commission Order No. 1-2001.

4 13. In the four years last past, Plaintiff worked approximately 14 hours of overtime each
5 week, all of which should have been paid at 1.5 times Plaintiff's regular hourly wage rate at that time.
6 Defendants failed to pay Plaintiff the requisite overtime wages in each of the following ways in the four
7 years immediately preceding the filing of this complaint:

8 a. From approximately January 8, 2019 to December 4, 2019, Plaintiff worked an
9 average of 70 hours per week. Plaintiff's overtime rate for this period was \$21.38 per hour. During this
10 time period, Plaintiff worked an average of 14 hours of overtime per week for 47 weeks. Therefore,
11 Plaintiff is owed \$14,068.04.

12 14. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
13 Code §510, the applicable 8 Code Regulations section, and Industrial Welfare Commission Order No. 1-
14 2001.

15 15. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
16 of \$14,068.04, above and beyond the minimum wages sought in the preceding cause of action for these
17 same hours.

18 16. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
19 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
20 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

21
22 **TENTH CAUSE OF ACTION**
23 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
24 **LABOR CODE §§226.7, 512**
25 **AGAINST ALL DEFENDANTS**

26 17. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
27 set forth in full herein.

28 ///

1 18. Labor Code §512 requires employers to provide every employee with an uninterrupted
2 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

3 19. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
4 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
5 thereof.

6 20. In the four years last past, Plaintiff regularly worked in excess of 10 hours per day, and
7 was thereby entitled to take uninterrupted two 30-minute meal periods and two 10-minute rest periods on
8 each day of work.

9 21. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
10 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
11 applicable sections of 8 Code of Regulations and Industrial Welfare Commission Order No. 1-2001.

12 22. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of the
13 applicable 8 Code of Regulations section and Industrial Welfare Commission Order No. 1-2001.
14 Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite
15 minimum wage, whichever is greater, for each day that Plaintiff was denied such meal periods, and is
16 owed one hour of pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is
17 greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

18 23. From approximately January 8, 2019 to December 4, 2019, Plaintiff's statutory 30-minute
19 meal periods were missed, interrupted or cut short approximately 7 days per week for 47 weeks, or on
20 approximately 329 days. Consequently, Plaintiff is owed one hour of pay at \$14.25 for each day, or
21 \$4,688.25 plus interest thereon, for unpaid missed or interrupted meal periods. During this same time
22 period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on
23 approximately 329 (7days per week for 329 weeks). Consequently, Plaintiff is owed one hour of pay at
24 \$14.25 for each day, or \$4,688.25, plus interest thereon, for unpaid rest periods. Thus, Plaintiff is owed
25 a total of \$9,376.50, plus interest thereon, for unpaid meal and rest periods for this time period.

26 24. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
27 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

28 ///

1 25. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
2 such amounts in the combined amount of \$9,376.50, pursuant to Labor Code §226.7(b), plus interest
3 thereon and costs of suit.

4
5 **ELEVENTH CAUSE OF ACTION**
6 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
7 **LABOR CODE §§226 ET SEQ.**
8 **AGAINST ALL DEFENDANTS**

9 26. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
10 set forth in full herein.

11 27. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
12 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
13 total deductions and net wages earned. An employer who violates these code sections is liable to its
14 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
15 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
16 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
17 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
18 at all.

19 28. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
20 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
21 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

22 29. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
23 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
24 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
25 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
26 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
27 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying
28 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not

1 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
2 of the required information, including hours actually worked.

3 30. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

4 31. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
5 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
6 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
7 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
8 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
9 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
10 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
11 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

12 32. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
13 approximately 47 times during the last year that Plaintiff worked for Defendants. Consequently,
14 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
15 amount of \$4,000.00, whichever is greater.

16 33. In addition thereto, for Defendant's 47 violations, Defendants are penalized \$250.00 for
17 the first violation, and the remainder of which Defendants are penalized \$1000.00 each, for a total due in
18 Labor Code §226.3 penalties of \$46,250.00 ($\$250.00 + \$1,000.00 \times 46$ subsequent pay periods).

19 34. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
20 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
21 applicable provisions, as well as attorneys' fees and costs.

22
23 **TWELFTH CAUSE OF ACTION**
24 **FOR WAITING TIME PENALTIES**
25 **LABOR CODE §§201-203**
26 **AGAINST ALL DEFENDANTS**

27 35. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
28 set forth in full herein.

1 36. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
2 other compensation due immediately upon termination or within 72 hours of resignation, as required.
3 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
4 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
5 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
6 203.

7 37. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
8 203.

9 38. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
10 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
11 more than \$3,420.00 in wait time penalties, calculated based on a daily average wage of \$114.00, times
12 30 days.

13 39. Based on Defendants' conduct as alleged herein, Defendants are liable for \$3,420.00 in
14 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
15 fees and costs.

16
17 **THIRTEENTH CAUSE OF ACTION**
18 **FOR PRIVATE ATTORNEY GENERAL ACT**
19 **LABOR CODE §2699**
20 **AGAINST ALL DEFENDANTS**

21 40. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
22 set forth in full herein.

23 41. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
24 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
25 for Defendants' violations of the California Labor Code.

26 42. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
27 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
28 previously pleaded in this Complaint.

1 43. On July 8, 2020, more than 63 calendar days before filing this Complaint, Plaintiff
2 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
3 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
4 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 204,
5 1118.12, 1197.1, 510, 1194, 226.7, 512,226, 1174, 201-2013,and 1198.5, each of which is enumerated
6 among the serious violations set forth in Labor Code §2699.5.

7 44. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
8 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
9 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

10 45. As a direct and proximate result of Defendants' California Labor Code violations as set
11 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
12 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
13 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
14 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
15 provide for a penalty, §§204, 1118.12, 1197.1, 510, 1194, 226.7, 512,226, 1174, 201-2013,and 1198.5.

16 46. These penalties recoverable for Plaintiff alone totals approximately \$9,300.00. Plaintiff
17 may also seek these same penalties on behalf of all other aggrieved employees.

18 47. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
19 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

20
21 **FOURTEENTH CAUSE OF ACTION**

22 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**

23 **LABOR CODE §§226, 1198.5**

24 **AGAINST ALL DEFENDANTS**

25 48. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
26 set forth in full herein.

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1 49. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request
2 thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's
3 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

4 50. Labor Code §226 requires an employer, within twenty-one (21) days of a written request
5 thereof, to allow inspection or to provide a copy of an employee's personnel and payroll records. An
6 employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

7 51. On March 4, 2020, Plaintiff made a written request to inspect or receive a copy of
8 Plaintiff's personnel and payroll records from Defendants, which Defendants received.

9 52. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and
10 payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within
11 the time required by Labor Code §1198.5, or ever.

12 53. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,
13 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

14 54. As a result of Defendants' failure and refusal to comply with Labor Code §226(f), Plaintiff
15 is entitled to recover from Defendants a civil penalty of \$750.00.

16 55. Pursuant to Labor Code §§1198.5(l) and 226(h), Plaintiff requests a reasonable award of
17 attorneys' fees and costs.

18
19 **FIFTEENTH CAUSE OF ACTION**
20 **FOR UNFAIR COMPETITION**
21 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
22 **AGAINST ALL DEFENDANTS**

23 56. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
24 set forth in full herein.

25 57. Defendants' violations of the applicable 8 Code of Regulations section, Industrial Welfare
26 Commission Order No. 1-2001, Labor Code §§204, 1118.12, 1197.1, 510, 1194, 226.7, 512, 226, 1174,
27 201-2013, 1198.5, and 2699, and other applicable provisions, as alleged herein, including Defendants'
28 failure and refusal to pay minimum wages, overtime wages, Defendants' failure to provide meal and rest

breaks, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

58. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

59. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

2. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 1-2001, in the amount of no less than \$2,256.00;

3. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$2,256.00, plus interest;

4. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194, Industrial Welfare Commission Order No. 1-2001, and the applicable 8 Code of Regulations section, in the amount of no less than \$14,068.04;

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1 5. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
2 in the amount of no less than \$9,376.50;

3 6. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

4 7. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
5 less than \$46,250.00;

6 8. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
7 than \$3,420.00;

8 9. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
9 \$9,300.00 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved
10 employees;

11 10. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,
12 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00;

13 11. As a result of Defendants' failure and refusal to comply with Labor Code §226(f), Plaintiff
14 is entitled to recover from Defendants a civil penalty of \$750.00;

15 12. For prejudgment interest on each of the foregoing at the legal rate from the date the
16 obligation became due through the date of judgment in this matter.

17 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
18 amount according to proof, as follows:

19 13. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
20 condemning Defendants' discriminatory practices;

21 14. For injunctive relief barring Defendants' discriminatory employment policies and
22 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

23 15. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
24 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

25 16. For injunctive relief compelling Defendants to report to federal and state authorities wages
26 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
27 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
28 this in an amount according to the proof;

1 17. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
2 conduct, and failure to pay wages and other compensation in accordance with the law;

3 18. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
4 Code and/or any other basis;

5 19. For post-judgment interest; and

6 20. For any other relief that is just and proper.

7
8 DATED: September 30, 2020

9
10 By: _____


Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff
AGUSTIN PEDRAZA

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15 **JURY TRIAL DEMANDED**

16 Plaintiff demands trial of all issues by jury.

17
18 DATED: September 30, 2020

19
20 By: _____


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AGUSTIN PEDRAZA