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 ARTURO GARZON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ARTURO GARZON, an individual,

Plaintiff,

vs.

COMPLETELY CONCRETE
 STRUCTURES, a California corporation; and
 DOES 1 through 20, inclusive,

Defendants.

Case No.: **20STCV49104**

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. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 5. RETALIATION IN VIOLATION OF LABOR CODE §1102.5;**
- 6. PRIVATE ATTORNEY GENERAL ACT; AND**
- 7. FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS.**

[DEMAND FOR JURY TRIAL]

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

1 **JURISDICTION**

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

6
7 **THE PARTIES**

8 2. Plaintiff ARTURO GARZON (hereinafter referred to as "Plaintiff"), at all times relevant
9 to this action, resided in the County of Los Angeles, California.

10 3. Plaintiff is informed and believes, and thereon alleges, that Defendant COMPLETELY
11 CONCRETE STRUCTURES was and is a California corporation. Plaintiff is informed and believes
12 COMPLETELY CONCRETE STRUCTURES is a structural concrete contractor.

13 4. At all times herein, Defendant COMPLETELY CONCRETE STRUCTURES was
14 Plaintiff's employer within the meaning of Government Code §§12926, subdivision (d), 12940,
15 subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950.

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

23 6. COMPLETELY CONCRETE STRUCTURES and DOES 1 through 20 are referred to
24 collectively as the "Defendants." COMPLETELY CONCRETE STRUCTURES is referred to as "CCS".

25 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
26 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
27 coconspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other
28 Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within

1 the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or
2 joint venture and with the permission and consent of each of the other Defendants.

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

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

15 10. On September 2, 2020, Plaintiff filed a complaint under Government Code §§12940, et
16 seq., the California Fair Employment and Housing Act (hereinafter referred to as the “FEHA”), with the
17 California Department of Fair Employment and Housing (hereinafter referred to as the “DFEH”), and
18 has satisfied his administrative prerequisites with respect to these and all related filings. As a result, on
19 September 2, 2020, a Notice of Case Closure and Right to Sue Letter were obtained from the DFEH.

20
21 **ALTER EGO, AGENCY AND JOINT EMPLOYER**

22 11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
23 of interest and ownership between CCS and DOES 1 through 20 that the individuality and separateness
24 of defendants have ceased to exist.

25 12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
26 purported corporate existence, CCS and DOES 1 through 20 are, in reality, one and the same as CCS,
27 including, but not limited to because:
28

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

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

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

11 d. Plaintiff is informed and believes that CCS does not comply with all requisite
12 corporate formalities to maintain a legal and separate corporate existence.

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

22 13. Accordingly, CCS constitutes the alter ego of DOES 1 through 20, and the fiction of their
23 separate corporate existence must be disregarded.

24 14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
25 thereon alleges that CCS and DOES 1 through 20 are Plaintiff's joint employers by virtue of a joint
26 enterprise, and that Plaintiff was an employee of Defendants, and each of them. Plaintiff performed
27 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
28

1 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
2 which Defendants' business was and is conducted.

3
4 **FACTUAL ALLEGATIONS**

5 15. On or about November 2013, Plaintiff was hired by CCS as a foreman. Plaintiff's duties
6 included supervising a crew of lower-level CCS employees.

7 16. Plaintiff was a loyal and devoted employee of Defendants and his work performance has
8 been satisfactory and at times above-average. Plaintiff fulfilled, and substantially performed, all of his
9 job duties and all the terms and conditions of employment.

10 17. In about May of 2019, members of Plaintiff's crew went on strike. These crew members
11 claimed that CCS had repeatedly been late in paying them and that their payroll checks had bounced or
12 could not be cashed.

13 18. As a result, CCS terminated the entire crew, including Plaintiff. Although Plaintiff had
14 often complained to company president John Stitch (hereinafter referred to as "Mr. Stitch") about the
15 problems CCS had with payroll, Plaintiff had not joined the strike. Upon information and belief,
16 Plaintiff was fired purely for his association with the striking workers as their foreman, and not for any
17 action he had himself taken.

18 19. In about August 2019, Defendants approached Plaintiff and asked Plaintiff if he would be
19 willing to return to CCS in anticipation of a project they wanted him to oversee that was to begin in
20 September 2019. Plaintiff accepted and was re-hired by CCS in about August 2019 with the same salary
21 and benefits that he had had before.

22 20. On or about September 17, 2019, Plaintiff decided to re-hire a former CCS employee
23 named Ulises Alvarez (hereinafter referred to as "Mr. Alvarez") to assist on the project he was
24 overseeing. Mr. Alvarez had previously been a member of Plaintiff's crew, and had been fired in May
25 2019 along with Plaintiff and the rest of the crew as a result of the strike.

26 21. Prior to the strike and his termination, Mr. Alvarez had previously, in about 2018, filed a
27 Workers' Compensation claim against CCS arising from injuries he sustained to his finger while
28 working for Defendants. Upon information and belief, the claim had been resolved prior to the re-hire.

1 22. Prior to re-hiring Mr. Alvarez, Plaintiff asked for permission from two of his superiors:
2 Marco Reinhold and George Warren (hereinafter referred to as “Mr. Warren”). Mr. Warren was the
3 company superintendent. Mr. Warren personally gave Plaintiff permission to re-hire Mr. Alvarez.

4 23. Plaintiff proceeded to re-hire Mr. Alvarez. Mr. Alvarez worked on the project for about
5 two weeks. Upon information and belief, Mr. Alvarez completed all of his work competently without
6 any issues or complaints arising therefrom and without committing or even being accused of any
7 misconduct.

8 24. On or about Friday, October 4, 2019, Mr. Stitch called Plaintiff on the phone and
9 instructed him to terminate Mr. Alvarez. Plaintiff protested that Mr. Alvarez was a good employee and
10 Mr. Stitch responded, “I do not care. He sued me; I do not want him working for me.” Mr. Stitch also
11 instructed Plaintiff not to reveal the true reason for Mr. Alvarez’s termination, because Mr. Stitch did
12 not want CCS to be sued again by Mr. Alvarez.

13 25. Plaintiff took no action over the ensuing weekend. Feeling that Mr. Stitch’s instructions
14 were unfair and illegal, Plaintiff reached out to Mr. Warren on or about Monday, October 7, 2019, and
15 asked for help convincing Mr. Stitch to change his mind. Mr. Warren refused to become involved.

16 26. Consequently, on or about October 7, 2019, Plaintiff was forced to comply with Mr.
17 Stitch’s order and terminated Mr. Alvarez. Plaintiff did not reveal the true reason for the termination to
18 Mr. Alvarez as Mr. Stitch had instructed him. Plaintiff did not want to do so, but felt he had to or he
19 would be terminated along with Mr. Alvarez.

20 27. Thereafter, Mr. Stitch called Plaintiff again and angrily inquired why Plaintiff waited
21 until Monday to terminate Mr. Alvarez and stated that Plaintiff should have terminated Mr. Alvarez on
22 October 4, 2019 when he was instructed to. Mr. Stitch informed Plaintiff that Stitch was very upset with
23 him as a result of his delay in terminating Mr. Alvarez.

24 28. On or about October 23, 2019, Plaintiff was pulled aside by Mr. Stitch, who informed
25 Plaintiff that he was being terminated, ostensibly due to a downturn in business. Plaintiff knew this to be
26 untrue, since his crew was in the middle of the project he had been re-hired to oversee. When Plaintiff
27 confronted Mr. Stitch about this information, Stitch claimed that Plaintiff was being fired because the
28 job was taking too long.

1 29. On or about October 23, 2019, Defendants terminated Plaintiff.

2 30. Plaintiff believes that Defendants' proffered justification for his termination was
3 pretextual, and that Plaintiff's employment was terminated because of his engagement in protected
4 activities. Defendants' discriminatory animus is evidenced by (1) the fact that Plaintiff was terminated
5 shortly thereafter Mr. Stich was apprised of Mr. Alvarez's hiring by Plaintiff; and(2) the project that
6 Plaintiff was hired to oversee was midway through completion and continuing.

7 31. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
8 Defendants and its officers and/or managing agents, including, but not limited to those identified herein
9 as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create
10 policy for Defendants. The aforementioned conduct of said managing agents and individuals was
11 therefore undertaken on behalf of Defendants. Defendants further had advanced knowledge of the
12 actions and conduct of said individuals whose actions and conduct were ratified, authorized, and
13 approved by managing agents whose precise identities are unknown to Plaintiff at this time and are
14 therefore identified and designated herein as DOES 1 through 20, inclusive.

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

19 33. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
20 commissions, and benefits.

21 34. Plaintiff claims general damages for emotional and mental distress and aggravation in a
22 sum in excess of the jurisdictional minimum of this court.

23 35. Because the acts taken toward Plaintiff were carried out by managerial employees acting
24 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights
25 and in order to injure and damage him, Plaintiff requests that punitive damages be levied against
26 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

1 **FIRST CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

4 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

5 36. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
6 though fully set forth herein.

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

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

11 39. FEHA requires Defendants to refrain from discriminating against an employee on the
12 basis of association with a member of a protected class or engagement in protected activity, and to
13 prevent discrimination on these bases from occurring.

14 40. Plaintiff was an individual associated with a member of a protected class. Specifically,
15 Plaintiff had vouched for and re-hired Mr. Alvarez, an injured worker who had filed a claim against
16 Defendants under the Worker's Compensation system.

17 41. At all times relevant hereto, Plaintiff was performing competently in the position he held
18 with Defendants.

19 42. Plaintiff suffered the adverse employment action of discrimination, retaliation, denied a
20 work environment free of discrimination and/or retaliation, laid-off, terminated and was harmed thereby.

21 43. Plaintiff is informed and believes that his association with a member of a protected class,
22 engagement in protected activity and/or some combination of these protected characteristics under
23 Government Code §12926(j) were motivating reasons and/or factors in the decisions to subject Plaintiff
24 to the aforementioned adverse employment actions.

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

27 45. The foregoing conduct of Defendants individually, or by and through their managing
28 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried

1 on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected
2 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute
3 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in
4 an amount appropriate to punish or make an example of Defendants.

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

7
8 **SECOND CAUSE OF ACTION**

9 **BY PLAINTIFF**

10 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

11 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

12 47. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
13 though fully set forth herein.

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

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

18 50. Plaintiff engaged in the protected activities of associating with a member of a protected
19 class. Plaintiff also engaged in protected activity in that he opposed discrimination against a member of
20 a protected class.

21 51. Plaintiff suffered the adverse employment action of discrimination, retaliation, denied a
22 work environment free of discrimination and/or retaliation, laid-off, terminated and was harmed thereby.

23 52. Plaintiff is informed and believes that his association with a member of a protected class
24 and engagement in protected activity were motivating reasons and/or factors in the decisions to subject
25 him to the aforementioned adverse employment actions.

26 53. Defendants violated the FEHA by retaliating against Plaintiff and terminating him for
27 attempting to exercise his protected rights, as set forth hereinabove.

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

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

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

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

14
15 **THIRD CAUSE OF ACTION**

16 **BY PLAINTIFF**

17 **FOR FAILURE TO PREVENT DISCRIMINATION AND RETALIATION**

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

19 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

20 58. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
21 though fully set forth herein.

22 59. At all times hereto, the FEHA, including in particular Government Code §12940(k), was
23 in full force and effect and was binding upon Defendants. This subsection imposes a duty on
24 Defendants to take all reasonable steps necessary to prevent discrimination and retaliation from
25 occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to
26 take all reasonable steps necessary to prevent discrimination and retaliation from occurring.

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

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

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

9
10 **FOURTH CAUSE OF ACTION**
11 **BY PLAINTIFF**
12 **FOR WRONGFUL TERMINATION**
13 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
14 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

15 63. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
16 though fully set forth herein.

17 64. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
18 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
19 discriminating against any employee on the basis of association with a member of a protected class,
20 engagement in protected activity and from retaliating against any employee who engages in protected
21 activity.

22 65. At all times mentioned in this complaint, it was a fundamental policy of the State of
23 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
24 association with a member of a protected class and engagement in protected activity.

25 66. Plaintiff believes and thereon alleges that his association with a member of a protected
26 class, engagement in protected activity and/or some combination thereof were factors in Defendants'
27 conduct as alleged hereinabove.

67. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's employment on the basis of association with a member of a protected class and engagement in protected activity were a proximate cause in Plaintiff's damages as stated below.

68. The foregoing conduct of Defendants individually, or by and through their 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.

FIFTH CAUSE OF ACTION

BY PLAINTIFF

FOR RETALIATION IN VIOLATION OF LABOR CODE §1102.5

AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE

69. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as though fully set forth herein.

70. At all relevant times, the Labor Code §1102.5 was in full force and effect and was binding upon Defendants and each of them. Labor Code §1102.5 provides that “an employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information [...] to a person with authority over the employee [...] who has the authority to investigate, discover, or correct the violation.”

71. On or about October 4, 2019, Plaintiff protested Defendants' order to terminate an employee due to that employee's Workers' Compensation claim and was thereafter forced to comply.

72. Defendants' conduct in terminating this employee, Mr. Alvarez, was potentially illegal in that it constituted illegal discrimination and retaliation and violated the Fair Employment and Housing Act, among other laws.

73. Defendants terminated Plaintiff because Plaintiff complained to Defendants regarding its discriminatory behavior.

74. Said conduct violates Labor Code §1102.5, and such violations were a proximate cause in Plaintiff's damage as stated below.

75. The damage allegations of the Paragraphs above, inclusive, are herein incorporated by reference.

76. In addition to all other remedies available to Plaintiff, Plaintiff is entitled to a civil penalty of \$10,000.00 pursuant to Labor Code §1102.5(f), for Defendant's violation of Labor Code §1102.5.

SIXTH CAUSE OF ACTION

BY PLAINTIFF

FOR PRIVATE ATTORNEY GENERAL ACT

LABOR CODE §2699

AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE

77. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as though fully set forth herein.

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

79. Plaintiff was an aggrieved employee within the meaning of Labor Code §2699(a), as Defendants retaliated against him in violation of Labor Code §1102.5, as previously pleaded in this Complaint.

80. On October 20, 2020, more than 65 calendar days before filing this Complaint, Plaintiff gave written notice by online filing with the Labor and Workforce Development Agency and provided notice via certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3.

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

1
2 Count I- Violation of California Labor Code §1102.5

3 82. Plaintiff incorporates by reference paragraphs 69-76 of this complaint as if fully set forth
4 herein.

5 83. Defendants violated the California Labor Code by retaliating against Plaintiff for his
6 opposition, resistance, or refusal to Defendants' illegal and discriminatory conduct in terminating Mr.
7 Alvarez.

8 84. Plaintiff is entitled to reasonable attorney's fees and costs, pursuant to Labor Code
9 §§2699(g)(1)-(i).

10
11 **SEVENTH CAUSE OF ACTION**

12 **BY PLAINTIFF**

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

14 **LABOR CODE §§1198.5, 226(c)(f), and 432**

15 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

16 85. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
17 though fully set forth herein.

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

21 87. Labor Code §226(c) requires an employer, within twenty-one (21) days of a written
22 request therefor, to inspect or receive a copy of an employee's payroll records. An employer's failure to
23 do so subjects the employer to a \$750.00 penalty, payable to the employee, pursuant to Labor Code
24 §226(f).

25 88. Labor Code §432 requires an employer, upon request, to give to an employee a copy of
26 any instrument signed by the employee relating to the obtaining or holding of employment.

27 89. On January 14, 2020, July 7, 2020, and on August 24, 2020, Plaintiff made written
28 requests to inspect or receive a copy of his personnel and payroll records from Defendants, which upon
information and belief Defendants received.

90. Defendants failed and refused to permit Plaintiff's inspection of his personnel and payroll records and failed to provide a copy of Plaintiff's personnel and payroll records to him, within the time required by Labor Code §1198.5 and §226(c), or ever.

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and DOES 1 through 20, 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;

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

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

4. For injunctive relief barring Defendants' discriminatory employment policies and practices in the future and reinstating Plaintiff to his position;

5. For a civil penalty pursuant to Labor Code §1102.5(f), for no less than \$10,000.00;

6. For statutory penalties pursuant to Labor Code §1198.5, for no less than \$750.00;

7. For statutory penalties pursuant to Labor Code §226(c)(f), for no less than \$750.00;

8. For punitive damages, pursuant to Civil Code §3294 in an amount sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

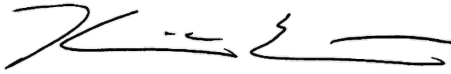
9. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, the Labor Code, the Civil Code, and/or any other basis;

1 10. For post-judgment interest; and

2 11. For any other relief that is just and proper.

3 DATED: December 24, 2020

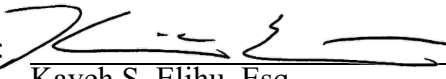
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5 By: 
6 Kaveh S. Elihu, Esq.
7 Samuel J. Moorhead, Esq.
8 Attorneys for Plaintiff

JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.
DATED: December 24, 2020

EMPLOYEE JUSTICE LEGAL GROUP, P.C.

By: 
Kaveh S. Elihu, Esq.
Samuel J. Moorhead, Esq.
Attorneys for Plaintiff