

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maureen Duffy-Lewis

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (272020)

500 N. Central Ave., Suite 840

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Attorneys for Plaintiff AHMIR RINGO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

21STCV01924

AHMIR RINGO,

Plaintiff,

vs.

BRISTOL FARMS and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.:

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO PROVIDE REST BREAKS;**
- 10) FAILURE TO PROVIDE MEAL BREAKS;**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 12) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 13) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**
- 14) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 15) RETALIATION IN VIOLATION OF**

) **FEHA;**
) **16) FAILURE TO PREVENT**
) **RETALIATION IN VIOLATION OF**
) **FEHA;**
) **17) VIOLATION OF BUSINESS AND**
) **PROFESSIONS CODE SECTION**
) **17200**
)
) **JURY TRIAL DEMANDED**
)

COMES NOW Plaintiff, AHMIR RINGO (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants BRISTOL FARMS and DOES 1 to 25 do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant BRISTOL FARMS is a California corporation, doing business in the County of Los Angeles, State of California and which employed Plaintiff.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner

1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

4 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
9

10 **GENERAL ALLEGATIONS**

11 6. Plaintiff started working for BRISTOL FARMS on or around September 2019. His
12 employment with them ended on or around March 2020. Plaintiff's job title was that of a
13 "meat clerk" and he worked in the Meat Department but would sometimes also help out in the
14 Seafood Department since there were in close proximity. Plaintiff's latest rate of pay was
15 \$15/hour.

16 7. It is Plaintiff's position that BRISTOL FARMS has violated the following Labor Code
17 Sections against Plaintiff and other similarly situated aggrieved employees, who include all
18 non-exempt, hourly employees who worked for BRISTOL FARMS in the State of California at
19 their various locations during the relevant PAGA period.

20 8. BRISTOL FARMS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
21 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
22 including the statutory minimum wage for all hours worked and for "off the clock" work.
23 Plaintiff and other similarly situated aggrieved employees would often complete work tasks
24 after work hours since they were instructed to clock out at the end of their shifts and to continue
25 working in order to fulfill all of their duties. There was pressure on Plaintiff and others to get
26 their duties fulfilled and Plaintiff would often stay until midnight (with his shift officially ending
27 at 11pm) but would be clocked out at 11pm. Management in the Meat Department as well as
28

1 “Chris”, the senior clerk, would instruct Plaintiff to clock out and continue working until the job
2 duties were completed. In fact, “James”, the Meat Department Manager would leave notes for
3 Plaintiff to clean up and make sure all duties were fulfilled, which put pressure on Plaintiff and
4 others to finish all duties that day, even if it meant working over their shift hours and “off the
5 clock”. Furthermore, Plaintiff and others were not paid for all hours worked in violation of Labor
6 Code Section 1194 and the applicable Industrial Welfare Commission Wage Order due to
7 BRISTOL FARMS’s company policy of rounding of the actual hours worked as a part of their
8 business practice, which disproportionately affected the employees and resulted in less working
9 hours and less pay.

10 9. Pursuant to California Industrial Welfare Commission Order No. 4-2001, Section 9(B),
11 “When tools or equipment are required by the employer or are necessary to the performance of
12 a job, such tools and equipment shall be provided and maintained by the employer, except that
13 an employee whose wages are at least two (2) times the minimum wage provided herein may be
14 required to provide and maintain hand tools and equipment customarily required by the trade or
15 craft.” BRISTOL FARMS unequivocally required its employees, including Plaintiff, to provide
16 their own tools in the Meat Department, including their own knife kit. The latter was company
17 policy. As such, BRISTOL FARMS violated the aforementioned IWC Wage Order(s) in that
18 BRISTOL FARMS required its employees, including Plaintiff, to provide and maintain hand
19 tools and equipment customarily required by the trade but did NOT compensate these employees
20 at least two (2) times the minimum wage. Plaintiff and others were required as a matter of policy
21 to bring their own knife kits, which was a hand tool required to effectuate his job duties as a
22 Meat Clerk. Plaintiff asked BRISTOL FARMS to provide him a suitable knife kit, however,
23 management stated that they would not, and that Plaintiff had to purchase his own knife kit.
24 Management was unequivocally aware that employees such as Plaintiff were buying their own
25 knife kit.

26 10. Due to the above “off the clock” violations, BRISTOL FARMS also violated Labor Code
27 §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation,
28 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week

1 throughout their employment. Plaintiff's and other aggrieved employees' actual work hours
2 entitled them to overtime compensation, however, BRISTOL FARMS did not compensate its
3 hourly, non-exempt employees with overtime. Moreover, BRISTOL FARMS did not include
4 bonus payments in calculating employees' regular rate of pay for purposes of arriving at the
5 overtime rate of pay.

6 11. BRISTOL FARMS also violated Labor Code § 226.7 and Industrial Welfare
7 Commission Wage Order no. 4/7 because it failed to provide Plaintiff and other similarly
8 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
9 majority portion thereof, throughout their employment. BRISTOL FARMS did not completely
10 relieve Plaintiff and others of all duty during said rest periods. BRISTOL FARMS did not pay
11 to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for
12 each workday that one or more statutory rest periods was not provided. It was not part of the
13 company policy for employees such as Plaintiff to take rest breaks or at least timely,
14 uninterrupted rest breaks. Moreover, it would not have been possible for employees such as
15 Plaintiff to take such rest breaks due to a major understaffing problem at BRISTOL FARMS,
16 especially in the Meat Department since Plaintiff and others would have to deal directly with
17 customers as there was often no one to cover for Plaintiff and others in dealing with customers.
18 As such, the culture at BRISTOL FARMS did not lend itself to the employees receiving statutory
19 rest breaks wherein they were relieved of all work duties. The environment at BRISTOL FARMS
20 was not conducive to receiving statutory rest breaks under California law and timely, statutory
21 rest breaks were not authorized or enforced.

22 12. BRISTOL FARMS violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
23 Commission Wage Order no. 4 or 7 because it failed to provide hourly, non-exempt employees,
24 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
25 (5) hours of work throughout their employment. BRISTOL FARMS did not completely relieve
26 Plaintiff and other employees of all duty during said meal periods. BRISTOL FARMS did not
27 pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular
28

1 rate of compensation for each workday that one or more statutory meal periods was not provided.
2 The hourly, non-exempt employees would often not be able to receive their meal breaks at all,
3 certainly not before the 5th hour and certainly not an uninterrupted, 30-minute meal break. Like
4 the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the
5 company culture and was not enforced by BRISTOL FARMS. Consequently, it was the normal
6 practice and custom of BRISTOL FARMS not to authorize, permit, and enforce timely statutory
7 meal periods.

8 13. Furthermore, during the relevant time period and based on the above, BRISTOL FARMS
9 failed to pay Plaintiff and others all wages due to them within any time period specified by
10 California Labor Code section 204.

11 14. BRISTOL FARMS was also in violation of California Labor Code section 226(a), by
12 failing to include pertinent information on the wage statements, including but not limited to, the
13 full and correct name of the legal employer along with the employer's correct legal address, all
14 hours worked (including "off the clock" hours and overtime), all applicable hourly rates in effect,
15 the correct identifying information for each employee, gross wages earned, net wages earned,
16 premium pay for the missed meal and rest breaks, the correct start and end of the pay period, all
17 deductions, and business expense reimbursement, among others. As such, BRISTOL FARMS
18 did not provide Plaintiff and other similarly situated aggrieved employees with complete,
19 accurate itemized wage statements.

20 15. During the relevant time period, BRISTOL FARMS also failed to keep accurate and
21 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
22 and others pursuant to California Labor Code sections 1174(d).

23 16. BRISTOL FARMS also violated Labor Code § 203 because it willfully failed to pay
24 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
25 separation of employment, either immediately upon involuntary termination, or within 72 hours
26 of resignation. These earned but unpaid wages include compensation for all hours worked,
27 including minimum wages, overtime compensation, premium pay for missed meal and rest
28

breaks, and business expense reimbursement.

17. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by BRISTOL FARMS. These costs include, but are not limited to, the purchase of knife kits to use in effectuating the job duties of a Meat Clerk. Accordingly, BRISTOL FARMS was in violation of California Labor Code sections 2800 and 2802.

18. Moreover, BRISTOL FARMS violated Labor Code Section 1102.5 in that the company retaliated against Plaintiff and gave him no choice but to transfer to the West Hollywood location after Plaintiff had complained about a disturbing incident wherein a current employee, Henry Fairchild, wrote a racist message directed at Plaintiff at Plaintiff's workstation in the form of the words "Sale Hail" with the "S" being a Swastika symbol. Plaintiff reported the incident to management and was actually afraid for his safety and well-being. BRISTOL FARMS conducted an investigation and concluded that Mr. Fairchild did in fact engage in inappropriate behavior. Despite the latter, BRISTOL FARMS did not terminate Mr. Fairchild and gave Plaintiff the option to either work in the same store with Mr. Fairchild or transfer elsewhere. BRISTOL FARMS' management specifically told Plaintiff that if Plaintiff decided to stay at that current Westchester location, he would still have to work with Mr. Fairchild and that management could not guarantee that a similar incident would not happen again. As such, and based on the fact that BRISTOL FARMS decided to wrongfully retain Mr. Fairchild as an employee at that specific Westchester location, Plaintiff had no choice but to transfer to the West Hollywood, which was further for him and which required him to beat traffic. Plaintiff was forced to agree to a transfer because his well-being and safety were of paramount importance to him.

19. Furthermore, it is important to note that Plaintiff did not receive any compensation during the time that BRISTOL FARMS was investigating Mr. Fairchild's illegal and racist conduct. Due to being transferred to a farther location, Plaintiff started having difficulty in reporting to work, especially because he did not have a set schedule. Plaintiff's workdays were cut from 5 days per week to 3 days per week and Plaintiff was often called to report to work on

1 the same day and was essentially “on call”. Plaintiff was essentially used as a “floater” to cover
2 other employees’ shifts when they called out. The lack of a consistent schedule, the fact that his
3 days and hours were cut, the fact that the new West Hollywood location was farther away and
4 would cost more money in terms of gas all put Plaintiff in a position to fail. Not surprisingly,
5 Plaintiff was wrongfully terminated (in violation of public policy) on or around March 2020.
6 Plaintiff did receive his Right to Sue Notice from the Department of Fair Employment and
7 Housing prior to filing this instant lawsuit, and as such, did fully exhaust any and all
8 administrative requirements.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

11 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
12 **Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

16 21. At all times relevant herein, Defendants were required to compensate its employees for
17 all hours worked upon reporting for work at the appointed time stated by the employer
18 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
19 Title 8, Section 11040 and/or Industrial Welfare Commission Order 7-2001, California Code of
20 Regulations, Title 8, Section 11070.

21 22. For the three (3) years preceding filing of this action, Defendants failed to compensate
22 Plaintiff for all hours worked.

23 23. Under the aforementioned wage order and regulations, Plaintiff is to recover
24 compensation for all hours worked but not paid by Defendants for the three (3) years
25 preceding the filing of this Complaint.

26 24. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
27 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
28

1 this Court.

2 25. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
3 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
4 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
5 reasonable attorney's fees and costs of suit.

6 26. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
8 amount known to Plaintiff once he has obtained all of his payroll records from
9 Defendants.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(California Labor Code Sections 1194, 1194.2, 1197)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 27. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 26, inclusive, of this Complaint as though fully set forth herein.

16 28. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
17 to suffer or permit a California employee to work without paying wages at the minimum wage
18 rate for all hours worked as required by the applicable Industrial Welfare Commission
19 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
20 8, Section 11040, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of
21 Regulations, Title 8, Section 11070, subdivision 4.

22 29. Pursuant to IWC Wage Order no. 4-2001 and/or 7-2001, subdivision 2(K), at all
23 relevant times, "hours worked" included "the time during which an employee is subject to the
24 control of an employer, and includes all the time the employee is suffered or permitted to work,
25 whether or not required to do so..."

26 30. During his employment, Plaintiff was regularly required as a matter of uniform
27 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
28

1 was paid less than the minimum wage rate by Defendants for hours worked in violation of
2 California Labor Code Section 1197 and the applicable California Industrial Wage
3 Commission wage order(s).

4 31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
5 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
6 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
7 to believe that their acts or omissions were not contrary to California law.

8 32. For all hours worked by Plaintiff for which he was paid less than the minimum wage
9 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
10 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
11 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
12 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

13 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME**

18 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
19 **Regulations Title 8 Section 11040/11070)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

23 35. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
24 Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 7-2001,
25 California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's
26 employment, Defendants were required to compensate Plaintiff for all overtime, which is
27 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
28

1 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
2 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
3 the seventh consecutive workday in a week.

4 36. Plaintiff was a non-exempt employee entitled to the protections of the California
5 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
6 Section 11040 and/or California Industrial Welfare Commission Order No. 7-2001, California
7 Code of Regulations, Title 8, Section 11070.

8 37. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
9 single workweek on numerous occasions.

10 38. Plaintiff worked more than twelve (12) hours in a single workday.

11 39. Plaintiff was entitled to the above overtime premiums.

12 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

14 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
15 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

16 42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
17 rate of pay for hours worked past twelve (12) in a day.

18 43. Plaintiff worked at least one pay period in which he was not properly paid overtime
19 within the three (3) years prior to the initiation of this lawsuit.

20 44. Defendants know or should know the actual dates of overtime worked, the amount of
21 overtime worked, and the amount of unpaid overtime due.

22 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
23 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
24 Court.

25 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
26 Regulations, Title 8, Sections 11040 and/or 11070 , Plaintiff is entitled to recover damages for
27 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
28

reasonable attorney's fees and costs of suit.

47. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named defendants and all DOE defendants)

48. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

49. Pursuant to California Labor Code Section 226, every employer must furnish each employee an itemized statement of wages and deductions at the time of payment of wages.

50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, accurate figures for gross wages earned, net wages earned, total hours worked by the employee (regular and overtime), all applicable hourly rates, all deductions, premium pay for missed rest breaks and meal breaks, the correct start and end of the pay period, the correct name and address of the legal employer, and business expense reimbursement. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has

1 sustained damages, including loss of earnings, in an amount to be established at trial. As a
2 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
3 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
4 and attorney's fees pursuant to statute.

5 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

10 **(California Labor Code Sections 201, 203)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

14 55. Pursuant to California Labor Code Section 201(a), an employer who discharges an
15 employee must immediately pay for all compensation due and owing.

16 56. Pursuant to California Labor Code Section 202, when an employee resigns, the
17 employer must pay all compensation due and owing within 72 hours of resignation, or on the
18 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

19 57. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
20 without abatement or reduction, any wages of an employee whose employment ends, the wages
21 of the employee shall continue as a penalty from the due date at the same rate until paid or until
22 an action is commenced; however, the wages shall not continue for more than 30 days for
23 failure to pay an employee owed wages.

24 58. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
25 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

26 59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
28

1 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
2 preceding the filing of this lawsuit.

3 60. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
4 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
5 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

6 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

11 **(California Labor Code Section 204)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

15 63. California Labor Code Section 204 establishes the fundamental right of all employees
16 in the State of California to be paid wages in a timely fashion for their work.

17 64. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
18 full amount of all owed wages when due as required by California Labor Code Section 204.

19 65. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the liability period,
21 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
22 including overtime hours and the minimum wage as well as premiums for missed rest breaks
23 and meal breaks.

24 66. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
25 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
26 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
27 from Defendants' records or indirectly based on information from Defendants' records.
28

1 67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4
5 **SEVENTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE SECTION 558**
7 **(California Labor Code Section 558)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

11 69. California Labor Code Section 558 states that any person acting on behalf of an
12 employer who violates, or causes to be violated, a section of this chapter or any provision
13 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
14 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
15 employee for each pay period for which the employee was underpaid in addition to an amount
16 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
17 hundred dollars (\$100) for each underpaid employee for each pay period for which the
18 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
19 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
20 filed.

21 70. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558.
22 Thus, Defendants are subject to civil penalties under the following laws:

- 23 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular and
24 overtime wages for overtime hours worked. As such, Defendants violated Section
25 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00
26 for the first pay period and \$100.00 for each subsequent violation for each pay
27 period for which Plaintiff was underpaid in addition to an amount sufficient to
28

1 recover underpaid wages.

2 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
3 relief associated with Plaintiff's prosecution of this cause of action under California
4 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
5 paying Plaintiff for his overtime hours worked and for all hours worked.

6 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
7 fees for relief associated with Plaintiff's prosecution of this cause of action under
8 California Labor Code Sections 200, et seq.
9

10 71. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
11 under the statutes, regulations, and wage orders alleged in this cause of action along with any
12 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

13 72. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs and
14 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO MAINTAIN ACCURATE RECORDS**

17 **(California Labor Code Section 1174(d))**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 73. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

21 74. Labor Code section 1174(d) requires that employers, including Defendants, maintain
22 accurate records showing the hours worked daily by its employees and to whom wages were
23 paid.

24 75. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
25 employer, including Defendants, to keep accurate information with respect to each one of their
26 employees including, but not limited to, the total wages paid each payroll period, and time
27 records showing when the employee begins and ends each work period, meal periods, split
28

1 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
2 the applicable rates of pay.

3 76. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
4 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
5 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
6 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
7 applicable rates of pay, and total wages earned for the payroll period.

8 77. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
9 continues to suffer substantial losses related to Defendants' failure to record and maintain
10 records of meal and rest periods as well as time records.

11 78. Plaintiff seeks all available remedies for Defendants' violations including, but not
12 limited penalties, and costs to the extent permitted by law and according to proof at trial.

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO GIVE REST BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

18 80. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
20 11070(12)(A), which provide that every employer shall authorize and permit all
21 employees to take rest periods, which insofar as practicable shall be in the middle of
22 each work period. The authorized rest period time shall be based on the total hours
23 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
24 fraction thereof;
- 25 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
26 11070(12)(B), which provides that if an employer fails to provide an employee a
27
28

1 rest period in accordance with the applicable provisions of this order, the employer
2 shall pay the employee one (1) hour of pay at employee's regular rate of
3 compensation for each workday that the rest period is not provided;

4 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
5 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
6 employee, of any provision of the Wage Order, and \$100.00 for each additional
7 violation thereafter per employee; and

8
9 d. California Labor Code section 226.7, which states that (a) no employer shall require
10 any employee to work during any rest period mandated by an applicable order of
11 the Industrial Welfare Commission, and (b) if an employer fails to provide an
12 employee a rest period in accordance with an applicable order of the Industrial
13 Welfare Commission, the employer shall pay the employee one (1) additional hour
14 of pay at employee's regular rate of compensation for each work day that the rest
15 period is not provided.

16
17 81. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
18 rest break after every four (4) hours of work or major fraction thereof, as required by California
19 law.

20 82. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
21 regulations, and wage orders alleged in this cause of action along with any allowable interest,
22 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
23 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

24
25 83. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
26 fees as well as interest under Labor Code section 218.6.

27 84. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **TENTH CAUSE OF ACTION**

4 **FAILURE TO GIVE MEAL BREAKS**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 85. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.
8

9 86. Plaintiff brings this cause of action under the following laws, for the following
10 reasons:

- 11 a. California Labor Code section 512(a), which requires that employees be given a 30-
12 minute uninterrupted meal break after five (5) hours of work, and a second
13 uninterrupted meal break after ten (10) hours of work;
14
- 15 b. California Labor Code section 226.7, which states that (a) no employer shall require
16 any employee to work during any meal period mandated by an applicable order of
17 the Industrial Welfare Commission, and (b) if any employer fails to provide an
18 employee a meal period in accordance with an applicable order of the Industrial
19 Welfare Commission, the employer shall pay the employee one (1) additional hour
20 of pay at the employee's regular rate of compensation for each workday that the
21 meal period is not provided;
22
- 23 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
24 codified under Title 8 of the California Code of Regulations Section 11040 and/or
25 11070, which state that if an employer fails to provide an employee a meal period in
26 accordance with the applicable provisions of the Wage Order, the employer shall
27 pay the employee one (1) hour of pay at the employee's regular rate of
28

1 compensation for each workday that the meal period is not provided;

- 2 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
3 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
4 11040 and/or 11070, which require an employer to maintain records documenting
5 its employees' meal periods;
- 6 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
7 20(A), as codified under California Code of Regulations Section 11040 and/or
8 11070, which penalizes the employer \$50.00 for each initial violation, per
9 employee, of any provision of the Wage Order, and \$100.00 for each additional
10 violation thereafter per employee; and
- 11 f. California Labor Code section 1171 and 1173, which have given the California
12 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
13 and/or 7) as enforceable law.

14
15 87. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
16 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
17 take a second relieved meal break after ten (10) hours of work, as required by California law.
18 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
19 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et.
20 seq., require that employees receive uninterrupted meal periods every five (5) hours of
21 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
22 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
23 not require their employees to work through their meal periods. California Labor Code section
24 226.7 and California Code of Regulations section 11040 and/or 11070 require that if the
25
26
27
28

1 employer fails to provide the employee with an uninterrupted meal period, the employer must
2 pay the employee one (1) hour of pay for each workday that the meal period is not given.

3 88. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 89. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 90. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **ELEVENTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **Individual and Representative Claim for PAGA penalties under California Labor Code**
15 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1174,**
16 **1174.5, 1194, 1197, 1198, 2802)**

17 **(Against All Named Defendants and all DOE Defendants)**

18 91. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

20 92. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
21 Defendants of the specific violations of the California Labor Code that Defendants
22 and DOE defendants have violated and continue to violate.

23 93. Pursuant to California Labor code section 2699.3, no response was received from the
24 LWDA within 65 days of the postmark date of the above-alleged letter.

25 94. Plaintiff therefore has exhausted all administrative remedies required of him under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants' violations of the
28 Labor Code.

1 95. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
2 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
3 departments, divisions, commissions, boards, agencies, or employees for violation of the code
4 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
5 on behalf of himself or herself and other current or former employees pursuant to the
6 procedures specified in California Labor Code section 2699.3.
7

8 96. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
9 violator and had one or more of the alleged violations committed against him, and therefore is
10 properly suited to represent the interests of other current and former hourly, non-exempt
11 employees who worked for BRISTOL FARMS at its various locations in the State of
12 California during the PAGA period.

13 97. Based on the acts alleged above, Plaintiff, on behalf of himself and all other hourly,
14 non-exempt employees who worked for BRISTOL FARMS in the State of California during
15 the applicable PAGA period, seeks penalties under California Labor Code sections 2698 and
16 2699 because of Defendants’ violations of numerous provisions of the California Labor Code
17 as alleged in this Complaint.

18 98. Plaintiff therefore has exhausted all administrative remedies required of him under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
20 cause of action and pursue penalties in a representative action for Defendants’ violations of the
21 Labor Code.

22 99. California Labor Code section 2699 et seq. imposes penalties upon culpable
23 Defendants for violating the Labor Code.

24 100. California Labor Code section 558 establishes a civil penalty as follows: Any
25 employer or other person action on behalf of an employer who violates, or causes to be
26 violated, a section of this chapter or any provision regulating hours and days of work in any
27 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
28

1 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
2 dollars (\$50) for each underpaid employee for each pay period for which the employee was
3 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
4 employee for each pay period for which the employee was underpaid ...;

5 101. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
6 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
7 seeking individual/victim specific relief or underpaid wages under this particular cause of
8 action.

9 102. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
10 law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
11 the following:

12 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
13 226.3, 226.7, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1198, and 2802 via
14 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage
15 Orders (Order nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

16 103. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
17 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
18 employees as alleged herein in an amount to be shown according to proof at trial and within the
19 jurisdictional limits of this Court.

20 **TWELFTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

22 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

23 104. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 103, inclusive, of this Complaint as thought fully set forth herein.

25 105. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties."
28

1 106. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
2 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
3 of completing his job duties, which were not reimbursed by Defendant. These expenses
4 include, but are not limited to, the purchase of knife kits to use in effectuating the
5 job duties of a Meat Clerk.

6 107. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
7 and attorney's fees and costs, under Labor Code section 2802.

8 **THIRTEENTH CAUSE OF ACTION**

9 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

10 **(Plaintiff against All Named Defendants and DOE Defendants, and each of them)**

11 108. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 107, inclusive, of this Complaint as though fully set forth herein.

13 109. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
14 and binding on Defendant. This section requires Defendant BRISTOL FARMS to refrain from
15 retaliating against an employee for refusing to participate in an activity that he/she reasonably
16 believes would result in a violation of state or federal statute, or a violation or
17 noncompliance with a state or federal rule or regulation. California Labor Code section
18 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing
19 information to a person with authority over the employee if the employee has reasonable cause
20 to believe that the information discloses a violation of state or federal statute, or a violation of
21 or noncompliance with a local, state, or federal rule or regulation, regardless of whether
22 disclosing the information is part of the employee's job duties.

23 110. As discussed fully above, Plaintiff complained to Defendant about a co-worker's
24 illegal and discriminatory/harassing conduct against Plaintiff.

25 111. Defendant retaliated against Plaintiff for his whistleblowing, as alleged above,
26
27
28

1 all in violation of Labor Code § 1102.5.

2 112. As a direct and proximate result of the aforementioned acts and omissions of
3 Defendant, Plaintiff suffered general and compensatory damages, including but not limited to,
4 loss of income (past and future), loss of employment benefits (past and future), general and
5 compensatory damages (past and future), mental pain and anguish and emotional distress (past
6 and future), and will continue to suffer in the future, in an amount to be proved at trial.

7 113. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
8 and the imposition of civil penalties of \$10,000 for each violation as well as attorneys fees.
9

10 **FOURTEENTH CAUSE OF ACTION**

11 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

12 **(Against All Named Defendants and all DOE Defendants)**

13 114. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

15 115. At all times during his employment with Defendant, Plaintiff performed his
16 duties with the utmost diligence and competence.

17 116. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
18 actions to treat him differently, forcing him to transfer his work location thus making it harder
19 on Plaintiff to report to work, and ultimately terminate Plaintiff's employment was motivated
20 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace. Defendant
21 intentionally created the aforementioned retaliation, thereby not giving Plaintiff an opportunity
22 to work in an environment free of retaliation.

23 117. The employment of Plaintiff was wrongfully terminated in March 2020 in violation
24 of the fundamental public policy of the State of California with respect to retaliating against an
25 employee on account of his whistleblowing. Moreover, Plaintiff was forced to hire an attorney
26 to assist him to end these illegal activities. Said conduct violated statutory and constitutional
27 expressions of public policy including, the California Labor Code, the Fair Employment and
28

Housing Act, and the California Constitution, Article 1 section 8.

118. As set forth above, said actions by Defendants were wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its laws, objectives and policies. Said statutes and constitutional expressions of public policy include, but are not limited to, California Labor Code, the Fair Employment and Housing Act, and the California Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not just the private interests of the employers and employees whom they govern or protect.

119. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

120. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of retaliation due to whistleblowing, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

FIFTEENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF FEHA

(Plaintiff against all named Defendants and all DOE Defendants)

121. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 120, inclusive, of this Complaint as thought fully set forth herein.

122. At all times herein mentioned, Government Code section 12940 et. seq. was in full

1 force and effect and was binding upon Defendants and each of them. Said statute imposes
2 certain duties upon Defendants concerning retaliation against persons, such as Plaintiff, who
3 had complained about racially discriminatory conduct on the behalf of a co-worker. Said
4 statutes were intended to prevent the type of injury and damage set forth herein. Plaintiff was,
5 at all times herein mentioned, a member of the class of persons intended to be protected by said
6 statutes. As alleged above, Plaintiff was retaliated against, forced to transfer to a different work
7 location thus making it harder on Plaintiff to report to work, and was eventually terminated
8 from his employment as a result of complaining about illegal and discriminatory/harassing
9 conduct at the workplace.
10

11 123. As a direct and proximate result of the conduct of Defendants , and each of them,
12 Plaintiff has been harmed in that Plaintiff has suffered the loss of wages, salary, and benefits,
13 among other things. As a result, Plaintiff has suffered such damages in an amount
14 according to proof.
15

16 124. As a further direct and proximate result of the conduct of Defendants , and each of
17 them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
18 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
19 such damages in an amount according to proof.
20

21 125. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
22 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
23 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.
24

25 126. The acts of oppression, fraud, and/or malice, were engaged in by employees of
26 Defendants . Each of the foregoing Defendants had advance knowledge of the unfitness of
27 each employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified
28 the wrongful conduct for which an award of punitive damages is sought, and/or was personally

1 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
2 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
3 part of an officer, director, or managing agent of each of the Defendants , thereby entitling
4 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance
5 with California Civil Code section 3294 in a sum appropriate to punish and make an example
6 of each Defendant.

7 127. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
8 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
9 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
10 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
11 award of attorneys' fees and costs.
12

13 **SIXTEENTH CAUSE OF ACTION**

14 **FAILURE TO PREVENT RETALIATION IN VIOLATION OF FEHA**

15 **(Plaintiff against all named Defendants and all DOE Defendants)**

16 128. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 127, inclusive, of this Complaint as thought fully set forth herein.
18

19 129. At all times herein mentioned, FEHA, California Government Code section 12940(k),
20 was in full force and effect and was binding on Defendants . This statute states that it is an
21 unlawful employment practice in California for an employer to "fail to take all reasonable steps
22 necessary to prevent discrimination and harassment from occurring."
23

24 130. During the course of Plaintiff's employment, Defendants failed to prevent their
25 employees, including management, from engaging in intentional actions that resulted in
26 Plaintiff being treated less favorably and eventually being forced to transfer to a different work
27 location and terminated because of Plaintiff's protected complaints about illegal and
28

1 discriminatory/harassing conduct in the workplace. During the course of Plaintiff's
2 employment, Defendants failed to prevent their employees from engaging in unjustified
3 employment practices against employees in such protected classes. During the course of
4 Plaintiff's employment, Defendants failed to prevent a pattern and practice by its employees of
5 intentional retaliation on the basis of Plaintiff's protected status and/or protected activity.

6 131. Plaintiff believes and, on that basis, alleges that his complaints about illegal behavior
7 in the workplace and other protected status and/or protected activity was a substantial
8 motivating factor in Defendants' employees' retaliating against him by sending him to a
9 different work location, thus, making it difficult for Plaintiff to continue his employment and
10 subsequently terminating Plaintiff's employment.

11 132. As a direct and proximate result of the aforementioned acts and omissions of
12 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
13 to, loss of income (past and future), loss of employment benefits (past and future), general and
14 compensatory damages (past and future), mental pain and anguish and emotional distress (past
15 and future), and will continue to suffer in the future, in an amount to be proved at trial.

16 133. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and
17 each of their directors, officers and/or managing agents, constitutes malice, fraud, and
18 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
19 of their workers' right to work in an environment in which personnel decisions and company
20 policies are made without regard to complaints about illegal conduct at the workplace, so as to
21 justify the imposition of punitive damages to punish and set an example of said Defendants.

22 134. As a proximate result of the foregoing conduct, which violated the provisions of
23 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
24 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

1 **SEVENTEENTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

3 **(California Business and Professions Code Section 17200)**

4 **(Plaintiff against All Named Defendants all DOE defendants)**

5 135. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 134, inclusive, of this Complaint as though fully set forth herein.

7 136. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
8 constitutes unfair and unlawful business practices under California Business and Professions
9 Code Section 17200, et seq.

10 137. Defendant's violations of California labor laws and the Fair Employment and Housing
11 Act constitutes a business practice because it was done repeatedly over a significant period of
12 time in a systematic manner that was detrimental to Plaintiff and other similarly situated
13 aggrieved employees.

14 138. For the four years preceding the filing of this action, Plaintiff has suffered damages
15 and request damages and/or restitution of all monies and profits to be disgorged from
16 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
17 this Court.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
20 follows:

- 21 1. For compensatory damages including lost past and future wages, regular wages,
22 overtime, and all other sums of money, including employment benefits, together
23 with interest on said amounts, and any other economic injury to Plaintiff, according to
24 proof;
25
26 2. For general damages according to proof;
27
28 3. For consequential damages to the extent allowed by law;
 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof

- 1 at trial;
- 2 5. For an award of punitive damages against Defendants according to proof;
- 3 6. For special damages to the extent allowed by law, according to proof at trial;
- 4 7. For restitution and disgorgement for all unfair business practices by BRISTOL FARMS
- 5 against Plaintiff in an amount according to proof;
- 6 8. For an order enjoining Defendant BRISTOL FARMS from further unfair and unlawful
- 7 business practices in violation of Business and Professions Code section 17200, et seq.;
- 8 9. For damages and penalties against Defendants under Labor Code section
- 9 226 for Plaintiff in an amount subject to proof at trial;
- 10 10. For damages and penalties pursuant to Labor Code section 203 against Defendants in
- 11 an amount subject to proof at trial;
- 12 11. For maximum civil penalties available under the Labor Code and applicable Wage
- 13 Order against Defendants as described more particularly in the Complaint and
- 14 representative PAGA claim;
- 15 12. For all remedies available to Plaintiff under the applicable Wage Order and the
- 16 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 17 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 18 to the extent permitted by law;
- 19 13. For the imposition of civil penalties and/or statutory penalties;
- 20 14. Reasonable attorney's fees where available by law, including but not limited to,
- 21 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
- 22 and the California Labor Code;
- 23 15. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 24 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 25 16. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
- 26 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
- 27
- 28

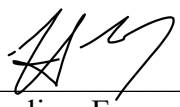
1 17. Costs and expenses of suit incurred herein;

2 18. For all interest as allowed by law;

3 19. For such other and further relief as the Court deems just and proper.

4
5 DATED: January 18, 2021

MESSRELIAN LAW INC.

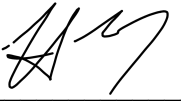
6
7 By  _____
8 Harout Messrelian, Esq.
9 Attorneys for Plaintiff Ahmir Ringo

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

12
13 DATED: January 18, 2021

MESSRELIAN LAW INC.

14
15 By  _____
16 Harout Messrelian, Esq.
17 Attorneys for Plaintiff Ahmir Ringo
18
19
20
21
22
23
24
25
26
27
28