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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

CARLOS SANCHEZ ROSALES,

Plaintiff,

vs.

VISTA VERDE FARMS INC., a California
Corporation; OAK TREE AG MGT., INC., a
California Corporation; REYCO AG, INC. a
California Corporation, and DOES 1 through 50,
inclusive;

Defendants.

Case No.: 21C-0111

COMPLAINT FOR DAMAGES FOR:

1. Unpaid missed rest breaks (*Labor Code Section 226.7 and IWC Wage Order 13-2001 and 14-2001*);
2. Unpaid missed meal breaks (*Labor Code Sections 226.7 and 512, IWC 13-2001 and 14-2001*);
3. Failure to pay for all overtime worked (*Labor Code Sections 510 and 1194, IWC 13-2001 and 14-2001*);
4. Failure to pay minimum wage and pay for all wages earned (*Labor Code Section 204, 1194 and 1197, IWC 13-2001 and 14-2001*);
5. Failure to maintain accurate payroll records (*Labor Code Sections 226(a) and 1174, and 1198.5 and IWC 13-2001 and 14-2001*);
6. Failure to pay wages upon separation (*Labor Code Sections 201 – 203*);
7. Failure To Provide Workers' Compensation Coverage, (*Labor Code sections 3600, 3700*);
8. Unlawful Discrimination Based on Cal. Gov. Code § 12940;
9. Wrongful Termination in Violation of Public Policy;
10. Wrongful Termination-Retaliatory

Termination [Govt. Code §
12940(h)];

11. Violation of *California Government
Code § 12940 (n) – Wrongful
Termination Failure to Engage in the
Interactive Process*

12. Violation of California Labor Code
§1102.5; and §98.6

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, CARLOS SANCHEZ ROSALES, and alleges as follows: (The allegations in this Complaint, stated on information and belief, have evidentiary support and/or are likely to have more evidentiary support after reasonable opportunity for further investigation and discovery.)

NATURE OF THE ACTION

1. Defendants, VISTA VERDE FARMS INC., OAK TREE AG MGT., INC., and REYCO AG, INC. are operating and managing businesses in Kings County, California.

2. During the relevant timeframe, Plaintiff, CARLOS SANCHEZ ROSALES, was employed by Defendants as a general laborer.

3. This action for relief arises from Defendants' failure to provide off-duty rest and meal periods as required by law; failure to compensate Plaintiff at the required rate for each occasion in which Defendants failed to provide rest and meal breaks; failure to pay overtime wages and for all hours worked; failure to keep accurate payroll records, such that Plaintiff was given wage statements that did not accurately reflect all the hours worked and all wages earned; failure to timely pay all wages due upon separation; failure to pay the minimum wage and all wages earned; failure to pay for sick days; and failure to accommodate and engage in the interactive process, unlawful discrimination and wrongful and retaliatory termination.

THE PARTIES

4. Plaintiff, CARLOS SANCHEZ ROSALES, is a resident of California.

5. Defendants, VISTA VERDE FARMS INC., OAK TREE AG MGT., INC., and REYCO AG, INC., at all times mentioned herein, were employers whose employees worked for throughout the County of Kings and in other counties in the State of California.

- 1 6. The true names and capacities, whether individual, corporate, associate or otherwise of
2 each of the Defendants designated herein as a DOE are unknown to Plaintiff at this
3 time, who therefore, sues said Defendants by fictitious names, DOES 1 to 50, and will
4 ask leave of this Court for permission to amend this Complaint to show their names and
5 capacities when the same have been ascertained. Plaintiff is informed and believes and
6 thereon alleges that each of the Defendants designated as a DOE is legally responsible
7 in some manner for the events and happenings herein referred to, and caused injuries
8 and damages thereby to Plaintiff as herein alleged.
- 9 7. Unless otherwise individually referred to, whenever, in this Complaint, reference is
10 made to “Defendants,” such reference shall refer to all Defendants.
- 11 8. Plaintiff, on information and belief and based upon such basis, alleges that at all times
12 herein mentioned, each of the Defendants were acting as the agent, servant, employee
13 of each of the other Defendants, within the scope of said agency and employment.
- 14 9. During the times and places of the incident in question, Defendants, and each of them,
15 their agents, servants and employees became liable to Plaintiff for the reasons described
16 in the complaint herein, and thereby proximately caused Plaintiff to sustain damages as
17 set forth herein.
- 18 10. Plaintiff, on information and belief and based upon such basis, alleges that all
19 Defendants carried out a joint scheme, business plan or policy in all respects pertinent
20 hereto and all acts and omissions herein complained of were performed within the
21 course and scope of said employment, service, agency, common scheme, plan and/or
22 policy.
- 23 11. Plaintiff, on information and belief and based upon such basis, alleges that Defendants’
24 founders, owners, shareholders, executive officers, managers, and supervisors directed,
25 authorized, ratified and/or participated in the conduct that gives rise to the claims
26 asserted herein and derived personal financial benefit from such conduct at the expense
27 of Plaintiff.
- 28 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
 unity of interest and ownership between Defendants and DOES 1-50 that the
 individuality and separateness of Defendant have ceased to exist.

13. Plaintiff is informed and believes, and based thereon allege, that despite the formation of purported corporate existence, Defendants and DOES 1-50 are, in reality, one and the same as Defendants, including, but not limited to because:
- a. Defendants are completely dominated and controlled by DOES 1-50, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.
 - b. DOES 1-50 derive actual and significant monetary benefits by and through Defendants' unlawful conduct, and by using Defendants as the funding source for their own personal expenditures.
 - c. Plaintiff is informed and believe that Defendants and DOES 1-50, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.
 - d. Plaintiff is informed and believes that Defendants do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.
 - e. Plaintiff is informed and believes, and based thereon allege, that the business affairs of Defendants and DOES 1-50 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-50 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of DOES 1-50. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate existence of Defendants and DOES 1-50 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.
14. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the fiction of their separate corporate existence must be disregarded.
15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon allege that Defendants and DOES 1-50 are Plaintiff's joint employers by virtue

1 of a joint enterprise, and that Plaintiff was an employee of Defendants, and DOES 1-50.
2 Plaintiff performed services for each and every one of Defendants, and to the mutual
3 benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee,
4 either directly or indirectly, and the manner in which Defendants' business was and is
5 conducted.

- 6 16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as
7 and between DOES 1-50 and Defendants, (1) there is an express or implied agreement
8 of assumption pursuant to which DOES 1-50 agreed to be liable for the debts of
9 Defendants, (2) the transaction between DOES 1-50 and Defendants amounts to a
10 consolidation or merger of the two corporations, (3) DOES 1-50 is a mere continuation
11 of Defendants, or (4) the transfer of assets to DOES 1-50 is for the fraudulent purpose
12 of escaping liability for Defendants' debts. Accordingly, DOES 1-50 are the successors
13 of Defendants, and are liable on that basis.

14 **JURISDICTION AND VENUE**

- 15 17. This Court has jurisdiction over this action pursuant to California *Code of Civil*
16 *Procedure* § 410.10. The damages exceed the jurisdictional minimum of this Court.
17 18. Venue is proper in this Court, pursuant to California *Code of Civil Procedure* § 395.5
18 because the incidents complained of occurred in Kings County, California.

19 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS**

- 20 19. Plaintiff is informed and believes that Defendants own, manage, and/or operate farms
21 in Kings County.
22 20. Defendants employed Plaintiff as a non-exempt hourly employee beginning in 2002.
23 Plaintiff was employed as a general laborer. From 2002-2018, his work as a general
24 laborer was from 6:00 a.m. to 4:30 p.m., 6 days a week, Monday through Saturday.
25 Beginning in 2018, Plaintiff worked from 6:00 a.m. to 3:30 p.m., 6 days a week,
26 Monday through Saturday. Plaintiff's last pay rate \$15.00 per hour. Defendants failed
27 to pay overtime wages at the legal rates of pay for all overtime hours worked.
28 21. During the relevant timeframe, Plaintiff worked shifts of over four hours, and was not
given a ten-minute, uninterrupted rest break for each such shift. Plaintiff worked during
the rest periods either under the direction and supervision of Defendants, or with

Defendants' knowledge and consent. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff to take his rest breaks.

22. During the relevant timeframe, Plaintiff worked shifts of over five hours, and was not given a thirty-minute, uninterrupted meal break for each such shift. Plaintiff worked during the meal periods either under the direction and supervision of Defendant, or with Defendant's knowledge and consent. Furthermore, Defendant created schedules that made it difficult or impossible for Plaintiff to take his meal breaks. Also, Plaintiff was not provided with a second meal break when he worked more than 10 hours a day. Plaintiff was not allowed to leave the farm for his meal breaks.

23. Defendants failed to compensate Plaintiff at the required rate for each occasion in which Defendants failed to provide rest breaks. As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiff.

24. Defendants failed to maintain accurate payroll records, such that Plaintiff was given wage statements that did not accurately reflect his true compensation and all the hours worked.

25. Defendants wrongfully terminated Plaintiff on December 22, 2020. On December 22, 2020, Plaintiff's supervisor, Gregorio Serruti, asked Plaintiff to return to work on January 4, 2021. On January 3, 2021, Plaintiff received a call from Mr. Serruti instructing him not to return to work the following day because it would rain. Mr. Serruti advised Plaintiff he would call him back advising him when to return to work, but Mr. Serruti never contacted Plaintiff back amounting to termination.

26. Before he got fired, Plaintiff was advised by Defendants that his duties as a general laborer would require cutting tree branches with a chainsaw. Plaintiff was also advised by his employer that they had hired a young male for him to train who took over Plaintiff's job. Therefore, Plaintiff believes that he was terminated due to his age since his replacement was much younger than him.

27. Plaintiff sustained a work-related injury between September and October 2020. Plaintiff was cutting a branch from a tree with a chainsaw when suddenly one of the branches was going to collapse on him and he was forced to throw the chainsaw and, in doing so, he slipped on one of the branches he had cut already, landing on his back and injuring his left shoulder. Plaintiff required ongoing work accommodations due to his injuries,

1 and Defendants failed and refused to provide Plaintiff with workers' compensation
2 benefits in order for Plaintiff to receive treatment and work accommodations, and
3 instead Defendant wrongfully terminated Plaintiff. At the time of his termination,
4 Plaintiff was still suffering from left shoulder and back pain due to work injury and
5 Defendant was aware of this but opted instead to terminate him.

6 28. Plaintiff had worked for Defendants for approximately 18 years. At the time of the
7 termination, Plaintiff was 60 years old. Plaintiff was a dedicated employee and either
8 met expectations or exceeded them annually, while working for Defendants. However,
9 due to his age, as well as his work-related injury, Plaintiff could not work at the same
10 pace and intensity as Defendants wished. Therefore, Plaintiff believes and contends that
11 Defendants terminated his employment due to his age (60 years old) and due to his
12 work-related injuries and related disability.

13 29. Defendants did not issue an accurate final paycheck to Plaintiff in accordance with the
14 timeframes prescribed by law.

15 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

16 30. Prior to initiating this lawsuit, Plaintiff complied with the requirement to make a claim
17 and complaint against each named Defendant with the California Department of Fair
18 Employment and Housing ("DFEH") pursuant to section 19200, *et seq*, of the
19 California Government Code, alleging the claims described in this complaint. The
20 DFEH issued a "right to sue" letter for Plaintiff on March 28, 2021. A true and correct
21 copy of the administrative complaint and "right to sue letter" is attached hereto as
22 **Exhibit "A"**. The action is filed within one year of the date that the DFEH issued its
23 right to sue letter.

24 **FIRST CAUSE OF ACTION**

25 ***Violation of Labor Code §§ 226.7(a) and IWC Wage Order No. 13 and 14-2001 section 12 –***

26 ***Unpaid Missed Rest Breaks***

27 ***(By Plaintiff Against all Defendants)***

28 31. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
allegations set forth in paragraphs 1 through 30 of this Complaint.

- 1 32. At all times herein set forth, Labor Code section 218 authorizes an employee to sue
2 directly for any wages or penalty due to him or her under this article of the Labor Code.
- 3 33. At all times herein set forth, Labor Code section 226.7(a) provides that no employer
4 shall require an employee to work during any rest period mandated by an applicable
5 order of the IWC.
- 6 34. The language of IWC Wage Order No. 13 and 14-2001 section 12 (A) relating to rest
7 periods tracks the language of the Labor Code. (*Code of Regulations*, title 8, section
8 11070, subd. 11.), which states: “Every employer shall authorize and permit all
9 employees to take rest periods, which insofar as practicable shall be in the middle of
10 each work period. The authorized rest period time shall be based on the total hours
11 worked daily at the rate of ten (10) minutes net rest time per four hours or major
12 fraction thereof. However, a rest period need not be authorized for employees whose
13 total daily work time is less than three and one-half (3 ½) hours. Authorized rest period
14 time shall be counted as hours worked for which there shall be no deductions from
15 wages”.
- 16 35. During the relevant time period, Plaintiff worked more than three and one-half (3 ½)
17 hours per workday, and was not allowed to take paid rest breaks that he was legally
18 entitled to pursuant to IWC pertinent Wage Order section 12.
- 19 36. Defendants’ conduct, as alleged herein, violates IWC Wage Order § 12 and Labor Code
20 § 226.7(a), which provides that no employer shall require any employee to work during
21 any rest period mandated by an applicable order of the IWC.
- 22 37. Pursuant to Labor Code section 226.7(b), and IWC Wage Order section 12 (B),
23 Plaintiff is entitled to recover from Defendants one (1) additional hour of pay at
24 Plaintiff’s regular rate of compensation for each work day that a rest period was not
25 provided, for a three-year statutory period dating back from the date of the
26 commencement of this action.
- 27 38. Plaintiff is entitled to recover penalties and underpaid wages.

28 **SECOND CAUSE OF ACTION**

***Violation of Labor Code §§ 226.7(a) and 512 – and IWC Wage Order No. 13 and 14-2001
section 11 -Unpaid Missed Meal Breaks***

(By Plaintiff Against all Defendants)

39. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set forth in paragraphs 1 through 38 of this Complaint.
40. At all times herein set forth, Labor Code section 218 authorizes employees to sue directly for any wages or penalty due to them under this article of the California Labor Code.
41. At all times herein set forth, Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.
42. At all times herein set forth, Labor Code section 512(a) provides that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.
43. At all times herein set forth, Labor Code section 512(a) further provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee, only if the first meal period was not waived.
44. The language of applicable IWC Order, section 11 relating to meal periods tracks the language of the Labor Code. (*Cal. Code Regs.*, tit. 8, section 11090, subd. 11.)
45. Defendants fostered a work environment where the taking of uninterrupted thirty (30) minute meal breaks by its employees was essentially prohibited because Defendants were more concerned about their profit margin, than its own employees' welfare. As such, Plaintiff could not take any thirty (30) minute uninterrupted meal breaks without the risk of being reprimanded or terminated.
46. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Cal. Labor Code Section 226.7(b) and applicable IWC wage order, Section 11(B).

1 47. By violating Cal. Labor Code Section 226.7 and 512, and applicable wage order,
2 Section 11, Defendants are also liable to Plaintiff for reasonable attorneys' fees and
3 costs under Cal. Labor Code Section 218.5.

4 **THIRD CAUSE OF ACTION**

5 ***Failure to Pay All Overtime Wages Earned (Violation of Labor Code Sections 510 and 1194,***
6 ***1194.2 and IWC Wage Order No. 13 and 14-2001 section 3)***

7 *(By Plaintiff Against all Defendants)*

8 48. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
9 allegations set forth in paragraphs 1 through 47 of this Complaint.

10 49. At all relevant times during the applicable limitations period, Plaintiff has been a non-
11 exempt employee of Defendants and entitled to the benefits of Cal. Labor Code
12 Sections 510 and 1194 and the pertinent Wage Order.

13 50. Section 2 of the Wage Order defines hours worked as "the time during which an
14 employee is subject to the control of an employer, and includes all the time the
15 employee is suffered or permitted to work, whether or not required to do so."

16 51. In relevant part, Section 3 of 13-2001 Wage Order states: (A) Daily Overtime- General
17 Provisions:

18 (1) The following overtime provisions are applicable to employees 18 years of
19 age or over and to employees 16 or 17 years of age who are not required by law to
20 attend school and are not otherwise prohibited by law from engaging in the
21 subject work. Such employees shall not be employed more than eight (8) hours in
22 any workday or more than 40 hours in any workweek unless the employee
23 receives one and one-half (1½) times such employee's regular rate of pay for all
24 hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes
25 a day's work. Employment beyond eight (8) hours in any workday or more than
26 six (6) days in any workweek is permissible under the following conditions:

27 (a) Any work by an employee in excess of 72 hours in any one workweek shall be
28 on a voluntary basis. No employee shall be discharged or in any other manner
discriminated against or refusing to work in excess of 72 hours in any one

workweek; and

(2) Overtime hours shall be compensated at:

(a) One and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7^{th}) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7^{th}) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth ($1/40$) of the employee's weekly salary.

Section 3 of 14-2001 Wage Order states:

(a) Starting January 1, 2019, an employee shall not be employed more than nine and one-half ($9\frac{1}{2}$) hours per workday or fifty-five (55) hours per workweek unless the employee receives one and one-half ($1\frac{1}{2}$) times such employee's regular rate of pay for all hours worked over nine and one-half ($9\frac{1}{2}$) hours in any one workday or more than fifty-five (55) hours in any one workweek.

(b) Starting January 1, 2020, an employee shall not be employed more than nine (9) hours per workday or fifty (50) hours per workweek unless the employee receives one and one-half ($1\frac{1}{2}$) times such employee's regular rate of pay for all hours worked over nine (9) hours in any one workday or more than fifty (50) hours in any one workweek.

52. Cal. Labor Code Section 510 states: "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one

1 rate of overtime compensation in order to calculate the amount to be paid to an
2 employee for any hour of overtime work.”

3 53. With respect to overtime wages, the regular rate of pay under California law must
4 include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
5 2002.06.14 (quoting 29 U.S.C. Section 207(e)). This requirement includes, but is not
6 limited to, commissions and nondiscretionary bonuses. See *Huntington Memorial*
7 *Hosp. v. Superior Court* (2005) 131 Cal App. 4th 893, 904-05.

8 54. During the relevant timeframe, Plaintiff was not paid all the overtime wages he was
9 entitled to. He was paid inaccurately.

10 55. Plaintiff has been damaged in a sum to be proven and request relief as described below.

11 **FOURTH CAUSE OF ACTION**

12 ***Failure to Pay Minimum Wage, Pay for all Wages Earned (Labor Code Section 204, 1194 and***
13 ***1197) and IWC 13 and 14-2001);***

14 ***(By Plaintiff Against all Defendants)***

15 56. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material
16 allegations set forth in paragraphs 1 through 55 of this Complaint.

17 57. Cal. Labor Code Section 204 requires California employers to pay employees for all
18 wages earned.

19 58. Defendant failed to provide Plaintiff with any methods to clock in and clock out, did
20 not keep track of Plaintiff’s working hours, and, accordingly, was underpaying
21 Plaintiff’s working hours.

22 59. Defendants failed to compensate Plaintiff for all hours worked, including, but not
23 limited to, the hours worked during his rest and meal breaks, as well as overtime pay,
24 for which he did not receive the proper compensation under the law.

25 60. Plaintiff has been damaged in a sum to be proven and requests relief as described
26 below.

27 **FIFTH CAUSE OF ACTION**

28 ***Failure to Maintain and Produce Accurate Payroll Records; Violation of California Labor Code***
Sections 226(a) and 1174 and 1198.5 and IWC 13-2001 and 13 and 14-2001

(By Plaintiff Against all Defendants)

61. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in paragraphs 1 through 60 of this Complaint.
62. Cal. Labor Code Section 226(a), applicable IWC such as wage order No. 13 and 14-2001, Section 7(A), and Cal. Labor Code Section 1174 require employers to maintain accurate payroll records and to provide semi-monthly or at the time of each payment of wages to furnish each employee with a statement itemizing, among other things, the total hours worked by the employee.
63. Defendants have violated Cal. Labor Code Sections 226(a) and 1174, 1198.5 and applicable IWC wage order such as WO No. 13 and 14, Section 7(A) by willfully failing to keep required personnel and payroll records showing the actual hours worked each day by Plaintiff. As a direct and proximate result of Defendants' failure to maintain payroll records, Plaintiff has suffered economic harm as he has been precluded from accurately monitoring the number of hours worked and thus seeking payment for all hours worked, as well as for all the missed meal periods and rest breaks.
64. Plaintiff has been damaged in a sum to be proven and request relief as described below.

SIXTH CAUSE OF ACTION

Failure to Pay Wages Upon Separation (Labor Code Sections 201-203)

(By Plaintiff Against all Defendants)

65. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in paragraphs 1 through 64 of this Complaint.
66. Labor Code sections 201 – 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter; unless the employee had given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code section 203 provides that if an employer willfully fails to pay wages owed,

1 in accordance with Labor Code sections 201 and 202, then the wages of the employee
2 shall continue as a penalty from the due date, and at the same rate until paid or until an
3 action is commenced; but the wages shall not continue for more than thirty (30) days.

4 67. During the relevant time period, Defendants failed to pay Plaintiff, who is no longer
5 employed by Defendants, his final paycheck (inclusive of compensation for all hours
6 worked, and compensation for missed rest and meal breaks, and sick days) either at the
7 time of discharge, or within seventy-two (72) hours of him leaving Defendant's employ
8 in violation of Labor Code section 201 – 203.

9 68. Plaintiff has been damaged in a sum to be proven and request relief as described below.

10 **SEVENTH CAUSE OF ACTION**

11 ***Failure to Provide Workers' Compensation Coverage***

12 *(By Plaintiff Against all Defendants)*

13 69. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
14 material allegations set forth in paragraphs 1 through 68 of this Complaint.

15 70. Labor Code section 3700 requires employers to secure the payment of
16 compensation by stating that: Every employer except the state shall secure the
17 payment of compensation in one or more of the following ways: (a) By being
18 insured against liability to pay compensation by one or more insurers duly
19 authorized to write compensation insurance in this state.

20 71. Labor Code section 3600 specifies the circumstances in which an employer is
21 liable for compensation in a work-related injury. Labor Code section 3706
22 provides that "If any employer fails to secure the payment of compensation, any
23 injured employee or his dependents may bring an action at law against such
24 employer for damages, as if this division did not apply."

25 72. Prior to December 22, 2020, Plaintiff developed work-related injuries, during his
26 employment. Defendant was aware of Plaintiff's work-related injuries, which he
27 sustained while working for Defendant. Plaintiff requested medical treatment and
28 work accommodations.

73. Plaintiff reported to Defendants that he was experiencing work-related injuries
causing him pain and in need of workers' compensation coverage. Defendants

1 did not provide Plaintiff with a claim form. Defendants did not refer him to its
2 workers' compensation insurer, if any.

3 74. Defendant retaliated against Plaintiff by terminating his employment on
4 December 22, 2020.

5 75. Plaintiff has been damaged in a sum to be proven and requests relief as described
6 below.

7 **EIGHTH CAUSE OF ACTION**

8 ***Unlawful Discrimination Based on Violation of California Government Code § 12940***

9 *(By Plaintiff Against All Defendants)*

10 76. Plaintiff re-alleges and incorporates by reference the allegations contained in
11 paragraphs 1 through 75 above as though fully set forth.

12 77. At all times herein set forth, *California Government Code* § 12926(d) provides:
13 “‘Employer’ includes any person regularly employing five or more persons, or any
14 person acting as an agent of an employer, directly or indirectly, the state or any political
15 or civil subdivision of the state, and cities . . .”

16 78. Defendants employ more than five employees. Defendants violated Cal. Gov. Code §
17 12940. Defendants discriminated against Plaintiff due to his age, work injuries, and
18 need for work accommodations. As a result of Defendants' acts, Plaintiff has suffered
19 and will continue to suffer damages, including lost wages, lost benefits, as well as other
20 pecuniary and physical and emotional injuries. The amount of Plaintiff's damages will
21 be ascertained at trial.

22 79. Plaintiff is legally protected from age and disability discrimination, which includes
23 those whose physical condition requires disability leave and medical treatment.

24 80. Defendants discriminated against and terminated Plaintiff on December 22, 2020 due to
25 Plaintiff's age and work-related injury which required ongoing work accommodations.
26 At the time of his termination, Plaintiff was still suffering from left shoulder and back
27 pain due to work injury and Defendant was aware of this but opted instead to terminate
28 him.

81. In committing the foregoing acts, Defendants are guilty of oppression, fraud, and/or
malice under California Civil Code Section 3294, thereby entitling Plaintiff to punitive

1 damages in an amount to be proven at trial. Defendants' employees committed the acts
2 of oppression, fraud, and/or malice. Defendants, had advance knowledge of each
3 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified
4 the wrongful conduct for which an award of punitive damages is sought. The advance
5 knowledge and conscious disregard, authorization, ratification, or act of oppression,
6 fraud and/or malice, was committed by or on part of an officer, director, or managing
7 agent of each of the Defendants. Therefore, Plaintiff is entitled to punitive damages
8 against Defendants.

82. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
9 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed
10 and will continue to employ attorneys for the initiation and prosecution of this action.
11 Plaintiff has incurred and will continue to incur attorneys' fees and costs. Plaintiff is
12 entitled to an award of reasonable attorneys' fees and costs since Defendants
13 discriminated against Plaintiff due to his age and work-related injuries to his back and
14 left shoulder.

15 **NINETH CAUSE OF ACTION**

16 ***Wrongful Termination in Violation of Public Policy***

17 *(By Plaintiff Against all Defendants)*

83. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
19 allegations set out in paragraphs 1 through 82 of this Complaint.
84. "Public policy" has been defined broadly to mean "that principle of law which holds
21 that no citizen can lawfully do that which has a tendency to be injurious to the public or
22 against the public good" [*Petermann v. International Brotherhood of Teamsters* (1959)
23 174 Cal. App. 2d 184, 188, 344 P.2d 25]. An employer discharging an employee's
24 employment based on the employee's medical condition and age is a violation of Public
25 Policy because "disability discrimination" and "age discrimination" are supported by
26 either constitutional or statutory provisions; it inures to the benefit of the public at large
27 rather than serving merely the interests of the individual; is articulated at the time of the
28 discharge; and California's policy against age and disability discrimination is
"substantial and fundamental."

- 1 85. During his employment, Plaintiff sustained work-related injuries and related disability
2 to his back and left shoulder when he was cutting a branch from a tree with a chainsaw
3 when suddenly one of the branches was going to collapse on him and he was forced to
4 throw the chainsaw and, in doing so, he slipped on one of the branches he had cut
5 already, landing on his back and injuring his left shoulder. Plaintiff required ongoing
6 work accommodations due to his injuries, and Defendants did not wish to accommodate
7 Plaintiff's disability.
- 8 86. Plaintiff could not work at the same pace and intensity as Defendants wished. Shortly
9 thereafter this incident, Plaintiff was terminated from his employment with Defendants.
10 Therefore, Plaintiff believes and contends that Defendants terminated his employment
11 due to his age (60 years old) and due to his work-related injuries and related disability.
- 12 87. Plaintiff is informed and belief that his work-related injuries and related disability,
13 along with his age, were the causes of the Defendants' discrimination against him.
- 14 88. Therefore, Plaintiff alleges that Defendants have terminated his employment in
15 violation of Public Policy. Plaintiff alleges that as a direct and proximate result of
16 Defendants' wrongful conduct (Plaintiff's employment being terminated on the above
17 described bases); Plaintiff has now sustained monetary damages and severe emotional
18 distress in an amount to be proven at trial.
- 19 89. Each of the wrongful and deliberated acts committed by Defendants, as herein alleged,
20 were acts that constitute oppression and malice because they were committed with the
21 sole intent to discharge Plaintiff from his employment due to his age and physical
22 condition requiring work accommodations.
- 23 90. Plaintiff is informed and believes and thereon alleges that each of the oppressive and
24 malicious acts committed by Defendants, as herein above alleged, were committed
25 and/or ratified by Defendants and their directors, officers, managing employees, and
26 therefore, Plaintiff is entitled to an award of punitive damages against Defendants and
27 each of them.

28 **TENTH CAUSE OF ACTION**

***Violation of California Government Code § 12940(h) Wrongful Termination-Retaliatory
Termination***

(By Plaintiff Against all Defendants)

91. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material allegations set out in paragraphs 1 through 90 of this Complaint.
92. Defendants retaliated against Plaintiff in the terms, conditions and existence of Plaintiff' employment after Plaintiff opposed practices of Defendants forbidden by FEHA, Govt. Code §§ 12900-12996, including but not limited to Govt. Code §§ 12940, 12945.2 (employment discrimination). Defendants' retaliation violated Govt. Code § 12940, including subsection (h).
93. During his employment, Plaintiff suffered from work-related injuries and related disability. He was experiencing pain to his back and left shoulder, which he reported to Defendant. Defendants retaliated against Plaintiff by reducing his hours and then terminating his employment.
94. Defendants' wrongful conduct proximately caused Plaintiff to suffer general and special damages in an amount to be proven.
95. Under Labor Code § 6310 Plaintiff is entitled to injunctive relief including reinstatement and reimbursement of lost wages and benefits.
96. Plaintiff has been required to hire The Law Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.
97. Plaintiff alleges that Defendants' terminating him due to asking for accommodations due his physical condition and disability, was done with malice and oppression because they were meant to retaliate against Plaintiff for having exercised his right for work accommodations due to his disabilities. These oppressive and malicious acts, as herein above alleged, were committed by Defendants and/or each of them through their Directors, Officers, Managing Employees, were ratified by Defendants and each of them at the time these acts were being committed.
98. Plaintiff is entitled to damages in an amount according to proof at trial and punitive damages in an amount sufficient to deter and punish Defendants and each of them pursuant to Civil Code § 3294.

ELEVENTH CAUSE OF ACTION

Violation of California Government Code § 12940 (n) – Wrongful Termination

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Failure to Engage in the Interactive Process

(By Plaintiff Against all Defendants)

99. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in paragraphs 1 through 98 of this Complaint.
100. Plaintiff had health issues, including work-related injuries, and required work accommodations. Defendants failed to engage in a timely, good faith, interactive process with Plaintiff to determine effective, reasonable accommodations for his disability. This violated Govt. Code § 12940, including subsection (n).
101. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount to be proven. Plaintiff was forced to hire the Law Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.
102. Plaintiff alleges that Defendants refused to acknowledge and accept his need for accommodations and treatment due to his disability. Plaintiff sought accommodations, but instead was terminated. Such acts constitute oppression and malice because they were committed with the sole intent of depriving Plaintiff of receiving proper medical care and also deprive his of being employed and causing injuries to Plaintiff. These oppressive and malicious acts, as herein above-alleged, were committed by Defendants and/or each of them through their Directors, Officers, Managing Employees, were ratified by Defendants and each of them at the time these acts were being committed. Therefore, Plaintiff is entitled to damages in an amount according to proof at trial and punitive damages in an amount sufficient to deter and punish Defendants and each of them pursuant to Civil Code § 3294.

TWELFTH CAUSE OF ACTION

Violations and that of Labor Code §1102.5 and §98.6

(By Plaintiff Against all Defendants)

103. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set forth in paragraphs 1 through 102 of this Complaint.
104. Labor Code section 98.6 states: (a) A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any

employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter.

105. Labor Code section 1102.5 states: (a) An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.
- (b) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.
- (c) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.
106. Prior to December 22, 2020, Plaintiff reported to Defendants that he was experiencing a work-related injury causing him pain and in need of workers' compensation coverage. Plaintiff's supervisor not only did not provide Plaintiff

1 with a claim form or any accommodations, but in retaliation, terminated his
2 employment.

3 107. Defendants did not refer Plaintiff to its workers' compensation insurer, if any.

4 108. Plaintiff was not able to take statutory breaks and was forbidden to complain
5 about it or report to the other employees to correct the violation.

6 109. Plaintiff was being forced to work for free and beyond his normal schedule and
7 Plaintiff complained about it prior to his termination, which caused his
8 termination.

9 110. Defendants terminated Plaintiff's employment because they believed that Plaintiff
10 disclosed or may disclose information, to a government or law enforcement
11 agency, to a person with authority over the employee or another employee who
12 has the authority to investigate, discover, or correct the violation or
13 noncompliance, or for providing information to, or testifying before, any public
14 body conducting an investigation, hearing, or inquiry.

15 111. Plaintiff has been damaged in a sum to be proven and requests relief as described
16 below.

17 **REQUEST FOR JURY TRIAL**

18 Plaintiff hereby requests a trial by jury for all issues so triable.

19 **PRAYER FOR RELIEF**

20 Plaintiff requests:

- 21 1. For general and special compensatory damages, according to proof;
- 22 2. For statutory damages pursuant to *California Labor Code* § 1102.5 et seq.;
- 23 3. For payments pursuant to *California Labor Code* § 226.7;
- 24 4. For payments pursuant to *California Code of Civil Procedure* § 338;
- 25 5. For reasonable attorney's fees and for costs of suit incurred herein pursuant to
26 *California Labor Code* §§ 218.5, 226(e);
- 27 6. For pre-judgment interest on any unpaid wages from the date such amounts were due
28 pursuant to *California Labor Code* §§ 218.6; 246(a), 1194, 1194.2, 1197, 1197.1 and
any other applicable statute.

7. For civil penalties pursuant to Cal. Labor Code Section §§ 558, 1197.1;
8. For penalties pursuant to Cal. Labor Code § 1198.5(k);
9. For the disgorgement of any and all “unpaid wages” and incidental losses, according to proof;
10. For restitution of “unpaid wage” and pre-judgment interest from the day such amounts were due and payable;
11. For reasonable attorney's fees pursuant to *Code of Civil Procedure* § 1021.5;
12. For exemplary and punitive damages;
13. For to injunctive relief including reinstatement, reimbursement of lost wages/benefits;
14. For such other and further relief as the court deems just and proper.

DATED: April 8, 2021

LAW OFFICES OF FARRAH MIRABEL

BY: /s/ Farrah Mirabel
Farrah Mirabel, Esq.
ATTORNEY FOR PLAINTIFF

EXHIBIT “A”



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

March 28, 2021

Farrah Mirabel
1070 Stradella Rd
Los Angeles, California 90077

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202103-13052228
Right to Sue: SANCHEZ ROSALES / VISTA VERDE FARMS INC. et al.

Dear Farrah Mirabel:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

March 28, 2021

RE: **Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 202103-13052228

Right to Sue: SANCHEZ ROSALES / VISTA VERDE FARMS INC. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be made within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

March 28, 2021

CARLOS SANCHEZ ROSALES
15930 Juarez Ave
Cantua Creek, California 93608

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202103-13052228
Right to Sue: SANCHEZ ROSALES / VISTA VERDE FARMS INC. et al.

Dear CARLOS SANCHEZ ROSALES:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective March 28, 2021 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
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Department of Fair Employment and Housing

1 **Complainant was discriminated against** because of complainant's disability (physical or
2 mental), age (40 and over), family care or medical leave (cfra) and as a result of the
3 discrimination was terminated, denied reasonable accommodation for a disability, denied
4 family care or medical leave (cfra).

5 **Complainant experienced retaliation** because complainant requested or used a disability-
6 related accommodation, requested or used family care or medical leave (cfra) and as a
7 result was terminated, denied any employment benefit or privilege, denied reasonable
8 accommodation for a disability, denied family care or medical leave (cfra).

9 **Additional Complaint Details:** Defendant employers employed Plaintiff Sanchez as a
10 non-exempt hourly employee beginning in 2002. Plaintiff worked as a general laborer was
11 from 6:00 a.m. to 4:30 p.m., 6 days a week, Monday through Saturday. Beginning in 2018,
12 Plaintiff worked from 6:00 a.m. to 3:30 p.m., 6 days a week, Monday through Saturday.
13 Plaintiff's last pay rate \$15.00 per hour. Defendants failed to pay overtime wages at the
14 legal rates of pay for all overtime hours worked.
15 During the relevant timeframe, Plaintiff worked shifts of over four hours, and was not given a
16 ten-minute, uninterrupted rest break for each such shift. Plaintiff worked during the rest
17 periods either under the direction and supervision of Defendants, or with Defendants'
18 knowledge and consent. Furthermore, Defendants created schedules that made it difficult
19 or impossible for Plaintiff to take his rest breaks.
20 Defendants wrongfully terminated Plaintiff on December 22, 2020. On December 22, 2020,
21 Plaintiff's supervisor, Gregorio Serruti, asked Plaintiff to return to work on January 4, 2021.
22 On January 3, 2021, Plaintiff received a call from Mr. Serruti instructing him not to return to
23 work the following day because it would rain. Mr. Serruti advised Plaintiff he would call him
24 back advising him when to return to work, but Mr. Serruti never contacted Plaintiff back
25 amounting to termination.
26 Before he got fired, Plaintiff was advised by Defendants that his duties as a general laborer
27 would require cutting tree branches with a chainsaw. Plaintiff was also advised by his
28 employer that they had hired a young male for him to train who took over Plaintiff's job.
Therefore, Plaintiff believes that he was terminated due to his age since his replacement
was much younger than him.
Moreover, Plaintiff sustained a work-related injury between September and October 2020.
Plaintiff was cutting a branch from a tree with a chainsaw when suddenly one of the
branches was going to collapse on him and he was forced to throw the chainsaw and, in
doing so, he slipped on one of the branches he had cut already, landing on his back and
injuring his left shoulder. Plaintiff required ongoing work accommodations due to his injuries,
and Defendants did not wish to accommodate Plaintiff's disability and opted instead to
terminate him.
Plaintiff had worked for Defendants for approximately 18 years. At the time of the
termination, Plaintiff was 60 years old. Plaintiff was a dedicated employee and either met
expectations or exceeded them annually, while working for Defendants. However, due to his
age, as well as his work-related injury, Plaintiff could not work at the same pace and
intensity as Defendants wished. Therefore, Plaintiff believes and contends that Defendants
terminated his employment due to his age (60 years old) and due to his work-related injuries
and related disability.

1 VERIFICATION

2 I, **Farrah Mirabel**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On March 28, 2021, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, CA**
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