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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAHAD MUHAMMAD, an individual,

Plaintiff,

v.

BATTLE-TESTED STRATEGIES, LLC, a
California limited liability company; and
DOES 1 through 30 inclusive,

Defendants.

Case No. 21STCV26403

FIRST AMENDED COMPLAINT FOR DAMAGES:

1. DEFAMATION;
2. RETALIATION;
3. RETALIATION IN VIOLATION OF HWHFA;
4. RETALIATION IN VIOLATION OF LAB. CODE §98.6;
5. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
6. CALIFORNIA LAB. CODE PRIVATE ATTORNEYS GENERAL ACT (PAGA).

DEMAND FOR JURY TRIAL

Complaint Filed: July 19, 2021

Plaintiff JAHAD MUHAMMAD (“PLAINTIFF” or “MR. MUHAMMAD”) brings this action against Defendant BATTLE-TESTED STRATEGIES, LLC and DOES 1 through 30 inclusive (collectively “DEFENDANTS”), on knowledge as to himself and his own acts, and upon information and belief as to all other matters, as follows:

1 **NATURE OF ACTION**

2 1. This action is brought pursuant to California statutory and decisional laws.
3 PLAINTIFF alleges that California statutory and decisional laws prohibit the conduct by
4 DEFENDANTS, as alleged herein, and therefore PLAINTIFF is entitled to monetary relief on
5 the basis that DEFENDANTS violated such statutes and decisional laws.

6 **JURISDICTION AND VENUE**

7 2. Jurisdiction is proper in this Court by virtue of California statutes and decisional
8 law, and the local rules of the Los Angeles County Superior Court.

9 3. At all times mentioned herein, Defendant BATTLE-TESTED STRATEGIES,
10 LLC (hereinafter, "BTS") maintained its corporate headquarters and was qualified to do
11 business in the State of California.

12 4. Venue is proper under California Government Code section 12965, subdivision
13 (b), and California Code of Civil Procedure section 395, in that a substantial part of the events
14 or omissions giving rise to PLAINTIFF's claims occurred in the County of Los Angeles.
15 PLAINTIFF worked in the Los Angeles County at all times during his employment with BTS.
16 At all times relevant herein, BTS maintained its principal place of business in the County of
17 Los Angeles.

18 5. The amount in controversy is within the jurisdiction of this Court.

19 **PARTIES**

20 6. Plaintiff Jahad Muhammad is an individual, and at all times mentioned in this
21 First Amended Complaint for Damages ("Complaint"), was a resident of the State of
22 California. MR. MUHAMMAD was employed by BTS as a transportation delivery associate
23 from September 2020 to January 2021. At all times during his employment, MR.
24 MUHAMMAD reported to BTS's worksite located at 600 West Technology Drive, Palmdale,
25 California 93551 to begin performing his job duties.

26 7. At all times relevant herein, MR. MUHAMMAD was also an employee as
27 defined by the Labor Code and under the Healthy Workplaces, Healthy Families Act of 2014
28 ("HWHFA"), California Labor Code section 246, subdivision (a).

8. PLAINTIFF is informed and believes and based thereon alleges that BTS owns
and operates a California-based freight shipping and trucking company that transports products

1 in California. On information and belief, BTS owns, controls, and/or operates vehicles at its
2 Palmdale location where employees perform various job duties in order to fulfill shipments.

3 9. PLAINTIFF is informed and believes and based thereon alleges that at all times
4 relevant herein, BTS was a California limited liability company that was qualified to do
5 business in the State of California. BTS is headquartered in Lancaster, California.

6 10. PLAINTIFF is informed and believes that BTS is an “employer” as defined by
7 California Labor Code sections 18, 98.6, subdivision (f), 245.5, subdivision (b), and 1102.5,
8 subdivision (j), as well as any other applicable definitions in the Labor Code.

9 11. Defendants Does 1 through 30 are sued under fictitious names pursuant to
10 California Code of Civil Procedure section 474. PLAINTIFF is informed and believes, and on
11 that basis alleges that each of the defendants sued under fictitious names is in some manner
12 responsible for the wrongs and damages alleged below and in so acting was functioning as the
13 agent, servant, partner, and/or employee of the co-defendants, and in taking the actions
14 mentioned below was acting within the course and scope of his or her authority as such agent,
15 servant, partner, and employee, with the permission and consent of the co-defendants.

16 12. PLAINTIFF alleges on information and belief that Does 1 through 20 were and
17 are corporations or other business entities, which were authorized to and did business in Los
18 Angeles County, California. PLAINTIFF is informed and believes that Does 21 through 30 are
19 individuals who at all relevant times herein, were and are employees, managers, supervisors,
20 managing agents, or officers of BTS.

21 **EXHAUSTION OF REMEDIES**

22 13. The procedural requirements of a California Private Attorneys General Act of
23 2004 (“PAGA”) claim, pursuant to California Code of Civil Procedure section 2699.3,
24 subdivision (a), require first that the aggrieved employee or representative shall give written
25 notice by certified mail to the California Labor and Workforce Development Agency and the
26 employer(s). PLAINTIFF has met this requirement.

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1 14. Second, the procedural requirements, pursuant to California Code of Civil
2 Procedure section 2699.3, subdivision (a)(1)(2)(A), provides that:

3 The agency shall notify the employer and the aggrieved employee
4 or representative by certified mail that it does not intend to
5 investigate the alleged violation within 60 calendar days of the post
6 mark of the notice given pursuant to Paragraph (1). Upon receipt of
7 that notice or if no notice is provided within 65 calendar days of
the postmark date of the notice given pursuant to Paragraph (1), the
aggrieved employee may commence a civil action pursuant to
Section 2699.

8 15. PLAINTIFF has met this procedural requirement. On July 14, 2021, PLAINTIFF
9 notified the California Labor and Workforce Development Agency by certified mail of the
10 violations alleged herein and of his intent to file this lawsuit. To this day, the agency has not
11 responded. As such, PLAINTIFF has complied with the administrative requirements of PAGA.

12 **FACTUAL BACKGROUND**

13 16. BTS is a Delivery Service Partner of Amazon and a California-based freight
14 shipping and trucking company that transports products in California.

15 17. MR. MUHAMMAD was hired by BTS as a transportation delivery associate in
16 September 2020 and worked for BTS until he was wrongfully terminated on January 9, 2021.
17 At the time of MR. MUHAMMAD's wrongful termination, MR. MUHAMMAD was fully and
satisfactorily performing the duties he was hired to perform as a delivery associate.

18 18. MR. MUHAMMAD's job duties involved loading and delivering packages, and
19 maintaining BTS vehicles to ensure BTS's shipments were delivered timely. At the conclusion
20 of his delivery routes and/or regularly scheduled shifts, MR. MUHAMMAD was required to
21 contact his supervisors to determine if another driver needed assistance with delivering
22 packages; this is known as a "rescue route."

23 19. On January 2, 2021, MR. MUHAMMAD went to work for his regular shift.
24 After MR. MUHAMMAD worked approximately seven hours and completed his delivery route
25 in Victorville, he contacted his supervisors to determine if could return to BTS's workstation in
26 Palmdale because he was feeling sick and wanted to go home. The travel time from Victorville
27 to Palmdale is approximately one and a half hours.

28 20. In response to MR. MUHAMMAD's sick leave request, one of his supervisors,
Daryl Von, called him to see how he was feeling and asked if he was "hungover." MR.

1 MUHAMMAD was surprised by his question and expressly stated that he was “not hungover”
2 and he was merely feeling sick from an upset stomach that started the day before. After MR.
3 MUHAMMAD made it clear that he was “not hungover,” Daryl Von informed him that he
4 could not return to BTS’s workstation because he needed him to go on a rescue route to help
5 another driver in Victorville.

6 21. As instructed, MR. MUHAMMAD went on the rescue route while he continued
7 to feel sick. When MR. MUHAMMAD arrived at the rescue location, the driver no longer
8 needed his assistance. Thereby, MR. MUHAMMAD was finally permitted to drive back to
9 BTS’s workstation in Palmdale and end his shift for the day. By the time MR. MUHAMMAD
10 clocked out for the day, he had worked a physically demanding shift that consisted of over 9.0
11 hours.

12 22. On January 6, 2021, BTS’s Operation Manager, Ms. Veronica Fields (“Ms.
13 Fields”), Daryl Von, and another BTS employee met with MR. MUHAMMAD. Remarkably,
14 Ms. Field told MR. MUHAMMAD that she was taking him off the shift for the entire week
15 because he was “hungover” when he asked Daryl Von if he could conclude his work shift
16 because he was feeling sick. Standing in disbelief, MR. MUHAMMAD denied that he was
17 “hungover” and reiterated that he informed Daryl Von that he was “not hungover” when he told
18 him that he was feeling sick. Notwithstanding the truth and MR. MUHAMMAD’s clear and
19 consistent denials, Ms. Fields would not permit MR. MUHAMMAD to work and sent him
20 home.

21 23. Approximately twenty-five minutes after Ms. Field sent MR. MUHAMMAD
22 home, she called him and asked him to report back to work for a delivery route. MR.
23 MUHAMMAD complied and reported back to complete the delivery route, as requested by Ms.
24 Field.

25 24. A few days later, on January 8, 2021, MR. MUHAMMAD sent a written
26 message to BTS’s owner, Mr. Johnathon Ervin (“Mr. Ervin”), complaining about Ms. Fields’s
27 false statements and the fact that he lost wages as a result of her defamatory conduct. MR.
28 MUHAMMAD’s written complaint to Mr. Ervin included, but was not limited to, the
following: “Never at any time did I advise Veronica nor dispatch that I had a hangover. In fact
I made it very clear that I did not have a hangover. I was merely suffering from an upset

1 stomach which i (sic) said I feel was simply feeling sick from the night before. The reason I
2 am reaching out to you about this is because I have now lost wages for the entire week besides
3 Wednesday, due to Veronica's assumption that I had a hangover. I hereby request that I' (sic)
4 be compensated for my days off."

5 25. To MR. MUHAMMAD's great dismay, BTS responded to his complaint about
6 BTS's unlawful conduct by terminating his employment the following day. On January 9,
7 2021, MR. MUHAMMAD received a text message from Ms. Fields stating, "Hi Jahad, after
8 review of your behavior on January 2nd we have decided to terminate your employment with
9 BTS. You can pick up your last check today or have it mailed to you."

10 26. In response to Ms. Field's message, MR. MUHAMMAD elected to pick up his
11 final paycheck from BTS. When MR. MUHAMMAD arrived at BTS's worksite, he was
12 presented with a defamatory written disciplinary notice that falsely accused him of committing
13 a crime by stating he violated the company's policy by: "Driving a company vehicle while still
14 inebriated and feeling the effects from the night before." The disciplinary notice further stated
15 that, "Coming to work inebriated is a major safety hazard that could have resulted in a motor
16 vehicle accident. It is the expectation of Battle-Tested Strategies employees to follow all laws,
17 rules and regulations regarding driving safety."

18 27. MR. MUHAMMAD could not comprehend how he was being falsely accused of
19 driving under the influence of alcohol (i.e., "inebriated") and working while he was
20 "hungover," after he repeatedly explained to BTS that he was "not hungover" and he merely
21 requested to go home after working approximately seven hours because he was still feeling sick
22 from an upset stomach that started the day before.

23 28. Ms. Field's false statement that MR. MUHAMMAD committed a crime by
24 driving a company vehicle under the influence of alcohol (i.e., "inebriated") and failed to
25 "follow all laws, rules, and regulations regarding driving safety" amount to nothing more than
26 defamation per se. Ms. Field's was aware that she did not have any evidence that MR.
27 MUHAMMAD drove a company vehicle under the influence of alcohol and moreover, BTS
28 was aware that MR. MUHAMMAD repeatedly denied its accusations that he operated a
company vehicle while "hungover."

1 29. Notwithstanding evidence that all of BTS's statements about MR.
2 MUHAMMAD were false and unsubstantiated, BTS knowingly used the false and defamatory
3 accusations to wrongfully terminate his employment as a subterfuge to disguise its true
4 retaliatory intent; the real reason BTS terminated MR. MUHAMMAD was because of his
5 request for sick leave and complaint that was premised on the belief that BTS committed
6 defamation and unlawfully caused him to lose wages.

7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **DEFAMATION**

10 **(Against BTS and DOES 1 through 30)**

11 30. PLAINTIFF re-alleges and incorporates by reference each and every allegation
12 set forth in all the foregoing paragraphs as if fully set forth herein.

13 31. MR. MUHAMMAD is informed and believes DEFENDANTS, and each of
14 them, by their defamatory publications, conspired to and in fact did negligently, recklessly, and
15 intentionally caused excessive and unsolicited internal and external publications of defamation
16 concerning MR. MUHAMMAD to third persons and to the community. These false and
17 defamatory statements included express and implied accusations that MR. MUHAMMAD had
18 committed a crime by driving under the influence of alcohol (i.e., "inebriated" and failed to
19 "follow all laws, rules, and regulations regarding driving safety") and operated a company
20 vehicle while being "hungover." These accusations expressly and impliedly accused MR.
21 MUHAMMAD of criminal activity, violating company policy, and engaging in misconduct.

22 32. MR. MUHAMMAD is informed and believes the publications started on or
23 about January 2, 2021, continued through his termination on January 9, 2021, and are being
24 republished to this day. This defamation published by DEFENDANTS, and each of them, was
25 for the improper purpose of causing and justifying MR. MUHAMMAD's termination because
26 of his request for sick leave protected under Labor Code section 233 and complaints about
27 BTS's unlawful wage practices protected under Labor Code sections 1102.5 and 98.6. MR.
28 MUHAMMAD made it very clear, and thus BTS was aware, that he did not come to work
"inebriated" or operated a company vehicle while being "hungover," and he explained to BTS
that he was simply feeling sick due to an upset stomach. However, knowledge of the truth did

1 not stop DEFENDANTS, and each of them, from publishing these defamatory falsehoods and
2 terminating MR. MUHAMMAD based upon these false accusations.

3 33. These publications were outrageous, negligent, reckless, intentional, and
4 maliciously published and republished by DEFENDANTS, and each of them, by and through
5 their agents and employees. MR. MUHAMMAD is informed and believes that the negligent,
6 reckless, and intentional publications by DEFENDANTS, and each of them, were and continue
7 to be, foreseeably published and republished by DEFENDANTS, their agents and employees,
8 and recipients in the community. These foreseeable republications included, but are not limited
9 to, those that MR. MUHAMMAD was forced and compelled to republish after his termination.
10 MR. MUHAMMAD hereby seeks damages for these publications and all foreseeable
11 republications discovered up to the time of trial.

12 34. During the above-described time-frame, DEFENDANTS, and each of them,
13 conspired to, and in fact, did negligently, recklessly, and intentionally caused excessive and
14 unsolicited publication of defamation, of and concerning MR. MUHAMMAD, to third persons,
15 who had no need or desire to know. Those third person(s) to whom these DEFENDANTS
16 published this defamation are believed to include, but are not limited to, other agents and
17 employees of DEFENDANTS, and each of them, and the community, all of whom are known
18 to DEFENDANTS, and each of them, but unknown at this time to MR. MUHAMMAD.

19 35. The defamatory publications consisted of oral and written, knowingly false and
20 unprivileged communications, tending directly to injure MR. MUHAMMAD and MR.
21 MUHAMMAD's personal, business, and professional reputation. These publications included
22 the following false and defamatory statements (in violation of California Civil Code sections 45
23 and 46, subdivisions (3),(5)) with the meaning and/or substance that MR. MUHAMMAD:
24 violated BTS's company policy, and engaged in misconduct and criminal activity. These and
25 similar statements published by DEFENDANTS, and each of them, expressly and impliedly
26 published that MR. MUHAMMAD came to work and operated a company vehicle while being
27 "inebriated" and "hungover."

28 36. MR. MUHAMMAD is informed, believes and fears that these false and
defamatory per se statements will continue to be published by DEFENDANTS, and each of
them, and will be foreseeably republished by their recipients, all to the ongoing harm and injury

1 to MR. MUHAMMAD's business, professional, and personal reputations. MR.
2 MUHAMMAD also seeks redress in this action for all foreseeable republications, including his
3 own compelled self-publication of these defamatory statements.

4 37. The defamatory meaning of all of the above-described false and defamatory
5 statements and their reference to MR. MUHAMMAD were understood by these above-
6 referenced third person recipients and other members of the community who are known to
7 DEFENDANTS, and each of them, but unknown to MR. MUHAMMAD at this time.

8 38. None of DEFENDANTS' defamatory publications against MR. MUHAMMAD
9 referenced above are true.

10 39. The above defamatory statements were understood as assertions of fact, and not
11 as opinion. MR. MUHAMMAD is informed and believes this defamation will continue to be
12 negligently, recklessly, and intentionally published and foreseeably republished by
13 DEFENDANTS, and each of them, and foreseeably republished by recipients of
14 DEFENDANTS' publications, thereby causing additional injury and damages for which MR.
15 MUHAMMAD seeks redress by this action.

16 40. Each of these false defamatory per se publications (as set forth above) were
17 negligently, recklessly, and intentionally published in a manner equaling malice and abuse of
18 any alleged conditional privilege (which MR. MUHAMMAD denies existed), since the
19 publications, and each of them, were made with hatred, ill will, and an intent to vex, harass,
20 annoy, and injure MR. MUHAMMAD in order to justify the illegal termination of MR.
21 MUHAMMAD because of, and based upon his request for sick leave and his complaints about
22 BTS's defamation and unlawful wage practices.

23 41. Any alleged "investigation" that DEFENDANTS conducted was non-existent
24 and at best, reckless, and resulted in these complained of defamatory statements being
25 recklessly re-published, although the publishers knew them to be false and without any factual
26 basis. Furthermore, these publications of defamation were also malicious because, although
27 MR. MUHAMMAD explained to DEFENDANTS that he was feeling sick due to an upset
28 stomach and not because he was "inebriated" or from a "hangover," DEFENDANTS ignored
the evidence with intentional disregard for the truth. This made the investigation intentionally
incomplete and reckless.

1 42. Each of these defamatory publications by DEFENDANTS, and each of them,
2 were made with knowledge that no investigation supported the unsubstantiated and obviously
3 false statements. The DEFENDANTS published these statements knowing them to be false,
4 unsubstantiated by any reasonable investigation, refuted by MR. MUHAMMAD and
5 supporting witnesses. Despite this knowledge, DEFENDANTS re-published the above-
6 described defamation. These acts of publication and republication were known by
7 DEFENDANTS, and each of them, to be negligent to such a degree as to be reckless. In fact,
8 not only did DEFENDANTS, and each of them, have no reasonable basis to believe these
9 statements, but they also had no belief in the truth of these statements, and, in fact, knew the
10 statements to be false. DEFENDANTS, and each of them, excessively, negligently, and
11 recklessly published these statements to individuals with no need to know, and who made no
12 inquiry, and who had a mere general or idle curiosity regarding this information.

13 43. The above complained-of publications by DEFENDANTS, and each of them,
14 were made with hatred and ill-will towards MR. MUHAMMAD and with the design and intent
15 to injure MR. MUHAMMAD, MR. MUHAMMAD's good name, his reputation, employment
16 and employability. DEFENDANTS, and each of them, published these statements, with an
17 illegal purpose (i.e. retaliation), not with an intent to protect any interest intended to be
18 protected by any privilege, but with negligence, recklessness and/or an intent to injure MR.
19 MUHAMMAD and destroy his reputation and to justify an illegal termination. Therefore, no
20 privilege existed to protect any of the DEFENDANTS from liability for any of these
21 aforementioned publications or republications.

22 44. As a proximate result of the publication and republication of these defamatory
23 statements by DEFENDANTS, and each of them, MR. MUHAMMAD has suffered injury to
24 his personal, business and professional reputation including suffering embarrassment,
25 humiliation, severe emotional distress, shunning, anguish, fear, loss of employment, and
26 employability, and significant economic loss in the form of lost wages and future earnings,
27 damage to his employability, all to MR. MUHAMMAD's economic, emotional, and general
28 damage in an amount according to proof.

 45. DEFENDANTS, and each of them, committed the acts alleged herein recklessly,
maliciously, fraudulently, and oppressively, with the wrongful intention of injuring MR.

1 MUHAMMAD for an improper and evil motive amounting to malice (as described above), and
2 which abused and/or prevented the existence of any conditional privilege, which in fact did not
3 exist, and with a reckless and conscious disregard of MR. MUHAMMAD's rights. All actions
4 of DEFENDANTS, and each of them, their agents and employees, herein alleged were known,
5 authorized, ratified and approved by the DEFENDANTS, and each of them. MR.
6 MUHAMMAD thus is entitled to recover punitive and exemplary damages from
7 DEFENDANTS, and each of them, for these wanton, obnoxious, and despicable acts in an
8 amount based on the wealth and ability to pay according to proof at time of trial.

9 46. MR. MUHAMMAD has been generally damaged in an amount within the
10 jurisdictional limits of this Court and requests relief as described in the PRAYER below.

11 **SECOND CAUSE OF ACTION**

12 **RETALIATION**

13 **(Against BTS and DOES 1 through 30)**

14 47. PLAINTIFF re-alleges and incorporates by reference each and every allegation
15 set forth in all the foregoing paragraphs as if fully set forth herein.

16 48. At all times relevant hereto, California Labor Code section 1102.5 was in full
17 force and effect and was binding upon DEFENDANTS and each of them. That section
18 provides as follows:

19 “(a) An employer, or any person acting on behalf of the employer,
20 shall not make, adopt, or enforce any rule, regulation, or policy
21 preventing an employee from disclosing information to a
22 government or law enforcement agency, to a person with authority
23 over the employee, or to another employee who has authority to
24 investigate, discover, or correct the violation or noncompliance, or
25 from providing information to, or testifying before, any public
26 body conducting an investigation, hearing, or inquiry, if the
27 employee has reasonable cause to believe that the information
28 discloses a violation of state or federal statute, or a violation of or
noncompliance with a local, state, or federal rule or regulation,

1 regardless of whether disclosing the information is part of the
2 employee's job duties.

3 (b) An employer, or any person acting on behalf of the employer,
4 shall not retaliate against an employee for disclosing information,
5 or because the employer believes that the employee disclosed or
6 may disclose information, to a government or law enforcement
7 agency, to a person with authority over the employee or another
8 employee who has the authority to investigate, discover, or correct
9 the violation or noncompliance, or for providing information to, or
10 testifying before, any public body conducting an investigation,
11 hearing, or inquiry, if the employee has reasonable cause to believe
12 that the information discloses a violation of state or federal statute,
13 or a violation of or noncompliance with a local, state, or federal
14 rule or regulation, regardless of whether disclosing the information
15 is part of the employee's job duties."

16 49. MR. MUHAMMAD believed that Ms. Field and BTS violated the law when
17 Ms. Field made false statements of fact about him and caused him to suffer lost wages as a
18 result of the defamatory statements. MR. MUHAMMAD believed that the law required BTS to
19 pay him the wages he lost because Ms. Field's statements were false and he was ready, willing,
20 and able to work. As a result of the foregoing beliefs, MR. MUHAMMAD complained to a
21 person with authority over him to investigate, discover, or correct these violations - Mr. Ervin.
22 MR. MUHAMMAD complained about DEFENDANTS' wage and hour violations, defamatory
23 statements, and all other concerns outlined in this Complaint and re-alleged and incorporated in
24 this cause of action.

25 50. DEFENDANTS subjected MR. MUHAMMAD to adverse employment actions,
26 including without limitation, termination because MR. MUHAMMAD reported
27 BTS's violations of the law and employment practices to his supervisor. DEFENDANTS
28 retaliated against MR. MUHAMMAD when they wrote him up for pretextual and defamatory

1 reasons and ultimately terminated him in retaliation for his complaints about BTS's defamation
2 and unlawful wage practices.

3 51. On information and belief, MR. MUHAMMAD had a good faith, reasonable
4 belief that his complaints to BTS disclosed violations of state or federal statute, or
5 a violation of or noncompliance with local, state, or federal rule or regulation.

6 52. MR. MUHAMMAD is informed and believes, and based thereupon alleges, that
7 he was terminated from his employment as a result of his complaints to DEFENDANTS about
8 BTS's unlawful wage practices and defamatory statements. DEFENDANTS believed he may
9 disclose that information to a government or law enforcement agency or to other employees.
10 As such, MR. MUHAMMAD's disclosure of these violations resulted in BTS's decision to
11 wrongfully terminate MR. MUHAMMAD.

12 53. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as
13 alleged herein, PLAINTIFF has suffered lost income, the precise amount of which will be
14 proven at trial. PLAINTIFF claims such amounts as damages pursuant to California Civil
15 Code sections 3287 and/or 3288 and/or any other provision of law providing for prejudgment
16 interest.

17 54. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as
18 alleged herein, PLAINTIFF has suffered and continues to suffer great anxiety, embarrassment,
19 anger, loss of enjoyment of life, humiliation, financial distress, physical harm, and emotional
20 distress, the precise amount of which will be proven at trial.

21 55. The foregoing conduct of DEFENDANTS individually, or by and through their
22 managing agents, was intended by DEFENDANTS to cause injury to MR. MUHAMMAD, or
23 was despicable conduct carried on by DEFENDANTS with a willful, deliberate, cold, callous,
24 cruel and intentional manner, and conscious disregard of the rights of MR. MUHAMMAD or
25 subjected MR. MUHAMMAD to cruel and unjust hardship in conscious disregard of MR.
26 MUHAMMAD's rights such as to constitute malice, oppression, or fraud under
27 Civil Code section 3294, thereby entitling MR. MUHAMMAD to punitive damages in an
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1 amount appropriate to punish or make an example of DEFENDANTS, according to proof at the
2 time of trial.

3 56. As a proximate result of the wrongful acts of DEFENDANTS, PLAINTIFF has
4 been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected to
5 continue to incur attorneys' fees and costs in connection therewith. PLAINTIFF is entitled to
6 recover attorneys' fees and costs under California Labor Code sections 1102.5, subdivision (j)
7 and 2698 et seq. and/or California Code of Civil Procedure section 1021.5.

8 57. MR. MUHAMMAD has been generally damaged by DEFENDANTS'
9 retaliation in an amount within the jurisdictional limits of this Court and requests relief as
10 described in the PRAYER below.

11 **THIRD CAUSE OF ACTION**

12 **RETALIATION IN VIOLATION OF HWHFA**

13 **(Against BTS and DOES 1 through 30)**

14 58. PLAINTIFF re-alleges and incorporates by reference each and every allegation
15 set forth in all the foregoing paragraphs as if fully set forth herein.

16 59. MR. MUHAMMAD was an employee under the Healthy Workplaces, Healthy
17 Families Act of 2014 ("HWHFA"), California Labor Code section 246, subdivision (a), and
18 entitled to use his accrued paid sick days at the time of his requested sick leave on January 2,
19 2021, as MR. MUHAMMAD had worked for BTS for more than 90 days from the
20 commencement of his employment.

21 60. At all times relevant hereto, California Labor Code section 246 was in full force
22 and effect and was binding upon DEFENDANTS and each of them. That section provides as
23 follows:

24 "(a)(1) An employee who, on or after July 1, 2015, works in
25 California for the same employer for 30 or more days within a year
26 from the commencement of employment is entitled to paid sick
27 days as specified in this section.

28 "... (b)(1) An employee shall accrue paid sick days at the rate of not
less than one hour per every 30 hours worked, beginning at the

1 commencement of employment or the operative date of this article,
2 whichever is later, subject to the use and accrual limitations set
3 forth in this section.

4 ... (b)(3) An employer may use a different accrual method, other
5 than providing one hour per every 30 hours worked, provided that
6 the accrual is on a regular basis so that an employee has no less
7 than 24 hours of accrued sick leave or paid time off by the 120th
8 calendar day of employment or each calendar year, or in each 12-
9 month period.”

10 61. MR. MUHAMMAD was first employed by BTS in September 2020;
11 thus, Labor Code section 246 was in effect during the entirety of MR. MUHAMMAD’s
12 employment. Accordingly, MR. MUHAMMAD accrued sick-leave at a rate of no less than 24
13 hours per year and he was not permitted to use his any of his paid sick leave during his
14 employment.

15 62. At all times relevant hereto, California Labor Code section 246.5 was in full
16 force and effect and was binding upon DEFENDANTS and each of them. That section
17 provides as follows:

18 “(a) Upon the oral or written request of an employee, an employer
19 shall provide paid sick days for the following purposes: (1)
20 Diagnosis, care, or treatment of an existing health condition of, or
21 preventive care for, an employee or an employee's family member.

22 (c) (1) An employer shall not deny an employee the right to use
23 accrued sick days, discharge, threaten to discharge, demote,
24 suspend, or in any manner discriminate against an employee for
25 using accrued sick days, attempting to exercise the right to use
26 accrued sick days, filing a complaint with the department or
27 alleging a violation of this article, cooperating in an investigation
28 or prosecution of an alleged violation of this article, or opposing

1 any policy or practice or act that is prohibited by this article. (2)
2 There shall be a rebuttable presumption of unlawful retaliation if
3 an employer denies an employee the right to use accrued sick days,
4 discharges, threatens to discharge, demotes, suspends, or in any
5 manner discriminates against an employee within 30 days of any of
6 the following: ... (C) Opposition by the employee to a policy,
7 practice, or act that is prohibited by this article.”

8 63. At all times relevant hereto, California Labor Code section 233 was in full force
9 and effect and was binding upon DEFENDANTS and each of them. That section provides as
10 follows:

11 “(c) An employer shall not deny an employee the right to use sick
12 leave or discharge, threaten to discharge, demote, suspend, or in
13 any manner discriminate against an employee for using, or
14 attempting to exercise the right to use, sick leave to attend to an
15 illness or the preventive care of a family member, or for any other
16 reason specified in subdivision (a) of section 246.5.”

17 64. MR. MUHAMMAD was feeling sick as a result of an upset stomach on January
18 2, 2021, which required him to request sick leave. After requesting, but not receiving sick
19 leave, MR. MUHAMMAD’s supervisors made defamatory statements about the reason he
20 requested sick leave and used the defamatory statements to remove him from the work schedule
21 and terminate his employment. Given the defamatory statements DEFENDANTS made about
22 his request for sick leave and the nexus between the date he requested sick leave and the date
23 he was removed from the work schedule and fired (i.e., within one week of requesting sick
24 leave), it is clear that MR. MUHAMMAD’s request for sick leave contributed to BTS’s
25 decision to terminate his employment.

26 65. As a direct, foreseeable, and proximate result of DEFENDANTS’ conduct, as
27 alleged herein, PLAINTIFF has suffered lost income, the precise amount of which will be
28 proven at trial. PLAINTIFF claims such amounts as damages pursuant to California Civil

1 Code sections 3287 and/or 3288 and/or any other provision of law providing for prejudgment
2 interest.

3 66. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as
4 alleged herein, PLAINTIFF has suffered and continues to suffer great anxiety, embarrassment,
5 anger, loss of enjoyment of life, humiliation, financial distress, physical harm, and emotional
6 distress, the precise amount of which will be proven at trial.

7 67. As a proximate result of the wrongful acts of DEFENDANTS, PLAINTIFF has
8 been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected to
9 continue to incur attorneys' fees and costs in connection therewith. PLAINTIFF is entitled to
10 recover attorneys' fees and costs under Labor Code section 233, subdivision (e) and Labor
11 Code section 2698 et seq.

12 68. MR. MUHAMMAD has been generally damaged by DEFENDANTS'
13 retaliation in an amount within the jurisdictional limits of this Court and requests relief as
14 described in the PRAYER below.

15 **FOURTH CAUSE OF ACTION**

16 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

17 **(Against BTS and DOES 1 through 30)**

18 69. PLAINTIFF re-alleges and incorporates by reference each and every allegation
19 set forth in all the foregoing paragraphs as if fully set forth herein.

20 70. California Labor Code section 98.6, subdivision (a), prohibits employers from
21 discharging, discriminating, retaliating, or taking any adverse action against any employee
22 because the employee "has filed a bona fide complaint or claim or instituted or caused to be
23 instituted any proceeding under or relating to his or her rights that are under the jurisdiction of
24 the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid
25 wages, or because the employee has initiated any action or notice pursuant to Section 2699, or
26 has testified or is about to testify in a proceeding pursuant to that section, or because of the
27 exercise by the employee or applicant for employment on behalf of himself, herself, or others
28 of any rights afforded him or her."

1 71. DEFENDANTS retaliated against and wrongfully discharged MR.
2 MUHAMMAD in violation of California Labor Code section 98.6 because he is an employee
3 who engaged in protected reporting activities. MR. MUHAMMAD had engaged in various
4 kinds of reporting activities including requesting paid sick days to care for himself, as well as
5 reporting to his superiors that he was owed unpaid wages for the days that he had been
6 unlawfully removed from BTS's work schedule. MR. MUHAMMAD's employment was
7 terminated by DEFENDANTS' solely because he reported DEFENDANTS' unlawful
8 employment practices.

9 72. Thus, MR. MUHAMMAD's termination is retaliatory and in violation of
10 California Labor Code section 98.6 because it is connected to, and a consequence of, his
11 actions in reporting his need for paid sick days to care for himself, as well as reporting to his
12 superiors that he was owed unpaid wages for the days that he had been unlawfully removed
13 from BTS's work schedule.

14 73. Under Labor Code section 98.6, an aggrieved employee can recover a civil
15 penalty not exceeding \$10,000 for each violation.

16 74. Therefore, pursuant to California Labor Code section 98.6, subdivision (b)(3),
17 MR. MUHAMMAD is entitled to a civil penalty not exceeding \$10,000 for each violation of
18 California Labor Code section 98.6 as a result of DEFENDANTS' retaliatory termination of
19 MR. MUHAMMAD's employment due to him engaging in protected reporting and/or
20 whistleblower activities.

21 75. As a result, MR. MUHAMMAD is entitled to reinstatement and reimbursement
22 for lost wages and work benefits caused DEFENDANT, pursuant to
23 California Labor Code section 98.6, subdivision (b)(1).

24 76. MR. MUHAMMAD is entitled to reasonable attorney's fees and costs of said
25 suit as specifically provided in California Code of Civil Procedure section 1021.5 and Labor
26 Code section 2698 et seq.

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1 **FIFTH CAUSE OF ACTION**

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

3 **(Against BTS and DOES 1 through 30)**

4 77. PLAINTIFF re-alleges and incorporates by reference each and every allegation
5 set forth in all the foregoing paragraphs as if fully set forth herein.

6 78. The employment of MR. MUHAMMAD was terminated in violation of the
7 fundamental public policy of the State of California with respect to retaliating against an
8 employee on account of his request for sick leave and complaints of DEFENDANTS' unlawful
9 wage practices.

10 79. As set forth above, said actions by DEFENDANTS were wrongful and in
11 violation of the fundamental principles of the public policy of the State of California as
12 reflected in its laws, objectives, and policies. Said laws included, but are not limited to,
13 California Labor Code sections 233, 246, 246.5, 1102.5, and 98.6. These laws inure to the
14 benefit of the public at large, and not just the private interests of the employers and employees
15 whom they govern or protect.

16 80. As a direct and proximate result of the aforementioned acts and omissions of
17 BTS, MR. MUHAMMAD suffered general and compensatory damages, including but not
18 limited to loss of income (past and future), loss of employment benefits (past and future),
19 general and compensatory damages (past and future), and will continue to so suffer in the
20 future, in an amount to be proved at trial.

21 81. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as
22 alleged herein, MR. MUHAMMAD has suffered and continues to suffer great anxiety,
23 embarrassment, anger, loss of enjoyment of life, humiliation, financial distress, and emotional
24 distress, the precise amount of which will be proven at trial.

25 82. The foregoing conduct engaged in by DEFENDANTS and each of their
26 directors, officers and/or managing agents, constitutes malice, fraud and oppression and was
27 authorized, ratified and carried out with a conscious and willful disregard of their workers'
28 right to work in an environment in which personnel decisions were made without regard to

1 complaints of unlawful wage practices and requests for protected sick leave, so as to justify the
2 imposition of punitive damages to punish and set an example of said DEFENDANTS.

3 83. MR. MUHAMMAD has been generally damaged in an amount within the
4 jurisdictional limits of this Court and requests relief as described in the PRAYER below.

5 **SIXTH CAUSE OF ACTION**

6 **CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**

7 **(Against BTS and DOES 1 through 30)**

8 84. PLAINTIFF re-alleges and incorporates by reference each and every allegation
9 set forth in all the foregoing paragraphs as if fully set forth herein

10 85. PLAINTIFF submits this Complaint to include allegations pursuant to California
11 Labor Code section 2698 et seq., the Private Attorneys General Act of 2004. As described
12 above, PLAINTIFF has complied with all of the administrative requirements.

13 86. PLAINTIFF is an aggrieved employee as defined in California Labor Code
14 section 2699, subdivision (a). PLAINTIFF brings this case on behalf of himself as he is
15 affected by the labor law violations alleged in this Complaint for penalties arising out of
16 violations of his own rights under the Labor Code.

17 87. California Labor Code section 2699, subdivision (f), provides, in pertinent part:

18 For all provisions of this code except those for which a civil
19 penalty is specifically provided, there is established a civil
20 penalty for a violation of these provisions, as follows: . . . (2) If,
21 at the time of the alleged violation, the person employs one or
22 more employees, the civil penalty is one hundred dollars (\$100)
23 for each aggrieved employee per pay period for the initial
24 violation and two hundred dollars (\$200) for each aggrieved
25 employee per pay period for each subsequent violation.

26 88. PLAINTIFF also seeks civil penalties as provided under applicable California
27 Labor Code sections for violations of the California Labor Code alleged herein pursuant to
28 California Labor Code section 2699, subdivision (a). To the extent that any violation alleged
herein does not carry a penalty, PLAINTIFF seeks civil penalties pursuant to California Labor

1 Code section 2699, subdivision (f). PLAINTIFF is also entitled to an award of attorneys' fees
2 and costs as set forth below.

3 89. PLAINTIFF'S PAGA claim does not require class certification because these
4 claims are made by PLAINTIFF on the behalf primarily of the State of California in this action.
5 Indeed, seventy-five percent (75%) of the net penalties obtained through PAGA accrue to the
6 State of California. Both the language of PAGA and the express intent of the Legislature
7 indicate that an aggrieved employee may bring an action on behalf of other employees without
8 complying with the requirements of a class action. California Labor Code section 2699
9 specifically states that an aggrieved employee may bring an action on behalf of other
10 employees, "[n]otwithstanding any other provision of law..." The wording of the PAGA,
11 which authorizes an aggrieved employee to bring an action "on behalf of himself or herself and
12 other current or former employees... [,]" is similar to the former wording of Business and
13 Professions Code section 17204, which authorized a person to bring an action "acting for the
14 interests of itself, its members or the general public." The Legislature has made clear that an
15 action under the PAGA is in the nature of an enforcement action, with the aggrieved employee
16 acting as a Private Attorney General to collect penalties from employers who violate labor
17 laws. Such an action is fundamentally a law enforcement action designed to protect the public
18 and penalize defendants for past illegal conduct. Restitution is not the primary object of a
19 PAGA action. An action under the PAGA is not for the purpose of recovering damages, but
20 only for the recovery of a civil penalty. Further, PAGA recoveries do not preclude an
21 employee from pursuing any other claim he/she may have available under the law, including
22 those for any unpaid wages.

23 90. As such, PLAINTIFF individually holds a substantive right to bring PAGA
24 claims by standing in the shoe of, and on behalf of, the State of California to enforce California
25 labor laws.

26 **PRAYER**

27 WHEREFORE, Plaintiff JAHAD MUHAMMAD prays for judgment against
28 DEFENDANTS, and each of them, as follows:

1. For general, compensatory, and special damages according to proof;

2. For general, presumed and special damages based upon damage to MR. MUHAMMAD's business and personal reputation;
3. For exemplary damages according to proof;
4. For penalties pursuant to Labor Code section 2698 et seq.;
5. For pre-judgment and post-judgment interest on all damages awarded;
6. For reasonable attorneys' fees incurred in this action on those causes of action for which such fees are recoverable under the law;
7. For costs of suit incurred in this action; and,
8. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiff JAHAD MUHAMMAD hereby demands trial of all issues by jury.

DATED: December 28, 2021

BERENJI LAW FIRM, APC

By: _____

SHADIE L. BERENJI
Attorney for Plaintiff
JAHAD MUHAMMAD

1 **PROOF OF SERVICE**

2 I, SHADIE L. BERENJI, am employed in the County of Los Angeles, State of
3 California. I am over the age of 18 and not a party to the within action; my business address
is 8383 Wilshire Blvd., Suite 708, Los Angeles, California, 90211.

4 On the date set forth below, I served the foregoing document entitled, **FIRST**
5 **AMENDED COMPLAINT FOR DAMAGES** on the following interested parties:

6 Tracie Childs
7 Yousaf M. Jafri
8 Ogletree, Deakins, Nash, Smoak, & Stewart, P.C.
9 4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122

Counsel for Defendant BATTLE-
TESTED STRATEGIES, LLC

10 ☐ **[by MAIL]** I am readily familiar with the firm's practice of collection and
11 processing correspondence for mailing. Under that practice it would be deposited
12 with the U.S. Postal Service on that same day with postage thereon fully prepaid at
Los Angeles, California in the ordinary course of business. I am aware that on motion
13 of the party served, service is presumed invalid if postage cancellation date or postage
meter date is more than one day after date of deposit for mailing this affidavit.

14 ☒ **[by OVERNIGHT DELIVERY]** On this date, I placed the documents in
15 envelope(s) addressed to the person(s) on the service list, and caused those envelopes to
be delivered to an overnight delivery carrier, with delivery fees provided for, for next-
business-day delivery to whom it is to be served.

16 ☒ **[by ELECTRONIC SERVICE]** Pursuant to California Code of Civil Procedure
17 section 1010.6, I electronically served the above-listed document(s) on the parties listed
18 herein by electronic transmission.

19 ☒ **STATE** - I declare under penalty of perjury under the laws of the State of California
20 that the foregoing is true and correct.

21 Executed on December 28, 2021, at Beverly Hills, California.

22 SHADIE L. BERENJI

23 Print Name

By:

24 Signature