

1 Jace H. Kim, Esq. (SBN 282039)
2 Jace.Kim@Dominguezfirm.com
3 Carlos Andres Perez, Esq. (SBN 285645)
4 Carlos.Perez@Dominguezfirm.com
5 Javier Ramirez, Esq. (SBN 249516)
6 Javier.Ramirez@Dominguezfirm.com
7 **THE DOMINGUEZ FIRM, LLP**
8 3250 Wilshire Boulevard, Suite 2200
9 Los Angeles, CA 90010
10 Telephone: (213) 388-7788
11 Facsimile: (213) 201-8212

12 Attorneys for Plaintiff,
13 CARLOS ORTEGA

VENTURA
SUPERIOR COURT
FILED

NOV 08 2021

BRENDA L. McCORMICK
Executive Officer and Clerk
By: _____, Deputy

IVONNE PEACOCK

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF VENTURA – HALL OF JUSTICE**

14 CARLOS ORTEGA, an individual,
15 Plaintiff,

16 v.

17 MARK FIVE SERVICES, INC., a California
18 corporation; ROBERT ANTHONY
19 STEPHENS, an individual; and DOES 1
20 through 20, inclusive,
21 Defendants.

Case No. 56-2021-00559814-CU-WT-VTA

COMPLAINT FOR DAMAGES FOR:

1. **DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
2. **RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
3. **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF GOV'T CODE §12940(k);**
4. **FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
5. **FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
6. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
7. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
8. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194; IWC WAGE ORDER NO. 5-2001, §3);**

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9. **FAILURE TO PROVIDE MEAL AND REST PERIODS (FAILURE TO PAY WAGES FOR MISSED MEAL AND REST PERIODS) (I.W.C. WAGE ORDER NO. 5-2001, CAL. LABOR CODE §§512, 226.7);**
10. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
11. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
12. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**
13. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ)**
- DEMAND OVER \$25,000**
- [DEMAND FOR JURY TRIAL]**

13 **COMES NOW PLAINTIFF, CARLOS ORTEGA,** and for causes of action against the
14 Defendants and each of them, alleges as follows:

15
16 **JURISDICTION**

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

21
22 **THE PARTIES**

23 2. Plaintiff, CARLOS ORTEGA, is and at all times relevant hereto was a resident of the
24 County of Ventura, State of California.

25 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
26 hereto, Defendant MARK FIVE SERVICES, INC., (hereinafter referred to as "EMPLOYER" or,
27 "DEFENDANT,") was and is a California corporation doing business at 887 Patriot Drive, Unit E,
28 Moorpark, in the County of Ventura, State of California.

1 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendant ROBERT ANTHONY STEPHENS, (hereinafter referred to as "STEPHENS") was
3 and is an individual doing residing and doing business in the County of Ventura, State of California.

4 5. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
5 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
6 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
7 persons and are therefore subject to the jurisdiction of this Court.

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

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

21 8. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
22 of them, including those defendants named as DOES 1-20 acted in concert with one another to commit
23 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
24 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
25 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
26 each of them, including those defendants named as DOES 1-20 and each of them, formed and executed
27 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
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1 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
2 actually causing Plaintiff harm.

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

6 10. Plaintiff has filed complaints of discrimination, retaliation, failure to prevent
7 discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and
8 wrongful termination under Government Code §§12940, et seq., the California Fair Employment and
9 Housing Act ("FEHA") with the California Department of Fair Employment and Housing ("DFEH"),
10 and has satisfied Plaintiff's administrative prerequisites with respect to these and all related filings.

11
12 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

13 11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
14 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
15 defendants have ceased to exist.

16 12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
17 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same as Defendants,
18 including, but not limited to because:

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

23 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
24 through one another's unlawful conduct, and by using one another as the funding source for their own
25 personal expenditures.

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

1 d. Employers do not comply with all requisite corporate formalities to maintain a
2 legal and separate corporate existence.

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

12 13. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
13 fiction of their separate corporate existence must be disregarded.

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

20 15. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
21 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
22 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
23 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
24 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
25 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
26 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
27 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

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FACTUAL ALLEGATIONS

16. In or around September 2018, EMPLOYER hired Plaintiff to work as Maintenance. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before he was wrongfully terminated on or about January 31, 2021. Benjamin Doe ("BENJAMIN") was Plaintiff's supervisor.

17. On or about February 14, 2019, Plaintiff suffered an injury that limited Plaintiff's ability to perform the major life activity of working and, therefore, constituted a disability. Plaintiff notified EMPLOYER of his disability and subsequent need for medical leave.

18. Plaintiff returned to work in or around October 2019. Upon returning to work from medical leave, BENJAMIN retaliated against Plaintiff by drastically reducing his hours and sending Plaintiff out to work to a far-off location in Malibu, California.

19. Plaintiff complained to BENJAMIN about retaliation, but EMPLOYER failed to address Plaintiff's concerns.

20. Beginning around March of 2020, Plaintiff no longer had a set schedule and was only allowed sporadic hours, covering shifts for Plaintiff's coworkers. On some occasions, Plaintiff was only scheduled to work twice in two weeks, unlike Plaintiff's coworkers.

21. Thereafter, EMPLOYER terminated Plaintiff's employment on or about January 31, 2021.

22. In response to Plaintiff's request for medical leave and complaint of retaliation, EMPLOYER failed to address Plaintiff's concerns and retaliated against Plaintiff by terminating his employment on or about January 31, 2021.

23. Defendants discriminated and retaliated against Plaintiff by terminating his employment.

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

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

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1 26. Plaintiff's termination was substantially motivated by Plaintiff's disability or perceived
2 disability, serious medical condition or perceived serious medical condition, request for accommodation,
3 and/or engagement in protected activities, without any discussion of disability accommodations or any
4 good faith attempt to engage in the interactive process with Plaintiff. Defendants' discriminatory animus
5 is evidenced by the previously mentioned facts.

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

14 28. Additionally, between September 1, 2018, through approximately January 31, 2021,
15 Plaintiff's hourly wage rate was \$14.25. During this time period, Plaintiff's fixed schedule was
16 approximately 6 days per week, for approximately 12 hours per day.

17 29. Throughout Plaintiff's employment, Plaintiff worked approximately 24 overtime hours
18 each workweek. Despite this, Defendants failed to pay Plaintiff the requisite overtime wages.

19 30. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
20 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
21 worked. All of Plaintiff's 30-minute meal periods were not provided approximately 6 times per week.

22 31. Throughout Plaintiff's employment, Plaintiff also did not receive uninterrupted
23 statutory 10-minute rest periods for days on which he worked at least 4 hours, which was each day
24 Plaintiff worked. As such, all of Plaintiff's 10-minute rest periods were not provided for each day
25 Plaintiff worked, or on average 6 times per week.

26 32. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate
27 paystubs that did not comply with Labor Code §226, because the paystubs failed to show the number
28 of hours worked by Plaintiff, Plaintiff's rate of pay, the amount of overtime hours Plaintiff worked for

1 the payroll period, failed to show pay for missed meal and rest periods, as well as failed to show the
2 true amount of wages earned and owed to Plaintiff.

3 33. At all relevant times, PAGA was applicable to Plaintiff and his employment with
4 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce
5 Development Agency (“LWDA”).

6 34. Plaintiff and other employees of Defendants are “aggrieved employees” as defined by
7 PAGA, because they are all current or former employees of Defendants, and one or more of the alleged
8 violations were committed against them.

9 35. On or about August 24, 2021, Plaintiff gave written notice of Defendants’ violations of
10 various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
11 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

12 36. The LWDA did not provide notice of its intention to investigate Defendants’ violations
13 within 65 calendar days of the August 24, 2021 notice.

14 37. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover
15 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor
16 Code §§ 201-203, 226 *et seq.*, 510, 512, 558, 1194, 1197.1.

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

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

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

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

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7 **FIRST CAUSE OF ACTION**
8 **FOR DISABILITY DISCRIMINATION**
9 **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
10 **AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE**

11 42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as
12 though set forth in full herein.

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

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

17 45. FEHA requires Defendants to refrain from discriminating against an employee on the
18 basis of age, disability and/or serious medical condition, real or perceived, and to prevent discrimination
19 on the basis of age, disability and/or serious medical condition, real or perceived, use of medical leave,
20 and engagement in protected activities from occurring.

21 46. Plaintiff was a member of multiple protected classes as a result of Plaintiff's age,
22 disability, serious medical condition and/or the perception that Plaintiff was suffering from a disability
23 and/or serious medical condition.

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

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

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

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

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

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

SECOND CAUSE OF ACTION

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

AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE

53. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as though set forth in full herein.

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

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

56. Plaintiff engaged in the protected activities of requesting accommodation, requesting medical leave and/or exercising Plaintiff's right to medical leave, and complaining about and protesting Defendants' discriminatory conduct towards Plaintiff based upon Plaintiff's age, disability, serious medical condition, real or perceived, and use of medical leave.

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

4 58. Plaintiff is informed and believes that Plaintiff's conduct of requesting accommodation,
5 requesting medical leave and/or exercising Plaintiff's right to medical leave, complaining about and
6 protesting about Defendants' discriminatory conduct, and/or some combination of these factors, were
7 motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned adverse
8 employment actions.

9 59. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff for
10 attempting to exercise Plaintiff's protected rights, as set forth hereinabove. Plaintiff's engagement in such
11 protected activities were a substantial factor in Defendants' decision to subject Plaintiff to the
12 aforementioned adverse employment actions.

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

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

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

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

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THIRD CAUSE OF ACTION
FAILURE TO PREVENT DISCRIMINATION AND RETALIATION
IN VIOLATION OF GOV'T CODE §12940(k)
AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE

64. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as though set forth in full herein.

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

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

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

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

FOURTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS
IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE

69. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as though set forth in full herein.

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

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

9 72. At all times herein, Plaintiff was willing and able to perform the duties and functions of
10 the position in which Plaintiff was employed, or could have performed the duties and functions of that
11 position with reasonable accommodations. At no time would the performance of the functions of the
12 employment position, with a reasonable accommodation for Plaintiff's disability or medical condition,
13 actual or as it was perceived by Defendants, have been a danger to Plaintiff's or any other person's health
14 or safety. Accommodation of Plaintiff's disability or disability or medical condition, real or perceived
15 by Defendants, would not have imposed an undue hardship on Defendants. Defendants failed and refused
16 to accommodate Plaintiff's disability, failed to engage in the interactive process with Plaintiff and
17 continue to violate this obligation, up to and including the date of Plaintiff's termination or, if Defendant
18 contends Plaintiff was never terminated, through the present and ongoing.

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

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

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

FIFTH CAUSE OF ACTION
FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS
IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE

76. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as though set forth in full herein.

77. At all times hereto, the FEHA, including in particular Government Code §12940(n), was in full force and effect and was binding upon Defendants. This subsection imposes an ongoing duty on Defendants to engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee with a known physical disability or known medical condition and/or becoming aware of the employee's need for accommodation.

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

79. Plaintiff reported the disability to Defendants and requested accommodation, triggering Defendants' obligation to engage in the interactive process with Plaintiff, but at all times herein, Defendants failed and refused to do so. Thereafter, despite Defendants continuing obligation to engage in the interactive process with Plaintiff, despite Plaintiff's submission of a doctors' notes identifying Plaintiff's condition and Plaintiff's desire to continue working in some capacity, Defendants failed and refused to have any dialogue with Plaintiff whatsoever, on any of these occasions, and Defendants violated, and continued to violate this obligation up to and including the date of Plaintiff's termination or, if Defendant contends Plaintiff was never terminated, through the present and ongoing.

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

81. The foregoing conduct of Defendants individually, and/or by and through their officers, directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was

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

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

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8 **SIXTH CAUSE OF ACTION**
9 **FOR WRONGFUL TERMINATION**
10 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
11 **AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE**

12 83. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as
13 though set forth in full herein.

14 84. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
15 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
16 discriminating against any employee on the basis of age, disability, medical condition, real or perceived,
17 and use of medical leave, and from retaliating against any employee who engages in protected activity.

18 85. At all times mentioned in this complaint, it was a fundamental policy of the State of
19 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of age,
20 disability, medical condition, real or perceived, use of medical leave and/or engagement in protected
21 activity.

22 86. Plaintiff believes and thereon alleges that Plaintiff's age, disability and/or medical
23 condition, real or perceived, use of medical leave, engagement in protected activity with respect to these
24 protected classes, and/or some combination thereof, were factors in Defendants' conduct as alleged
25 hereinabove.

26 87. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
27 employment on the basis of age, disability, medical condition, real or perceived, or use of medical leave.

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1 88. Plaintiff's engagement in protected activity, and/or some combination of these factors,
2 were a proximate cause in Plaintiff's damages as stated below.

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

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

13
14 **SEVENTH CAUSE OF ACTION**

15 **FOR FAILURE TO PAY WAGES DUE**

16 **LABOR CODE §§201, 1182.12, 1194, 1194.2**

17 **AGAINST DEFENDANTS, STEPHENS, AND DOES 1-20, INCLUSIVE**

18 91. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
19 though set forth in full herein.

20 92. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
21 required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants
22 routinely failed to pay Plaintiff for overtime hours, meal break premium hours, and rest break premium
23 hours.

24 93. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
25 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

26 94. Plaintiff has been deprived of his rightfully earned compensation as a direct and
27 proximate result of Defendants' failure and refusal to pay said compensation. Thus, he is entitled to
28 recover such amounts, plus interest thereon, attorneys' fees and costs.

EIGHTH CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
LABOR CODE §§510, 1194
AGAINST DEFENDANTS, STEPHENS, AND DOES 1-20, INCLUSIVE

95. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

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

97. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

98. At all relevant times, Defendants required Plaintiff to work more than eight hours per day and/or more than 40 hours per workweek. Despite this, Defendants failed to pay Plaintiff the requisite overtime wages in each of the following ways in the four years immediately preceding the filing of this Complaint:

a. From approximately September 1, 2018 until January 31, 2021, Plaintiff worked an average of 72 hours per week, at an hourly rate of \$14.25, and is therefore owed \$7.12 per overtime hour. During this time period, Plaintiff worked an average of 24 hours of overtime each week, for 126 weeks. Plaintiff was not paid his overtime premium for approximately 24 hours per week. Therefore, Plaintiff is owed \$7.12 for each of those 24 hours multiplied by 126 weeks, totaling \$21,546.00.

99. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor Code §510, 8 Code Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

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1 100. Thus, for the entirety of the time period set forth above, Plaintiff is owed overtime wages
2 of \$21,546.00.

3 101. Plaintiff has been deprived of his rightfully earned overtime compensation as a direct and
4 proximate result of Defendants' failure and refusal to pay said compensation. Thus, he is entitled to
5 recover such amounts, plus interest thereon, attorneys' fees, and costs.

6
7 **NINTH CAUSE OF ACTION**
8 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
9 **LABOR CODE §§226.7, 512**

10 **AGAINST DEFENDANTS, STEPHENS, AND DOES 1-20, INCLUSIVE**

11 102. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

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

15 104. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
16 rest period of not less than 10 minutes, for every period worked in excess of four hours.

17 105. In the four years last past, Plaintiff regularly worked in excess of five hours per day and
18 was thereby entitled to take uninterrupted 30-minute meal periods and 10-minute rest periods on each
19 day of work.

20 106. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
21 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
22 applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-
23 2001, as follows.

24 107. From approximately September 1, 2018 until January 31, 2021, Plaintiff's statutory 30-
25 minute meal periods were interrupted and cut short approximately 6 times per week for 126 weeks, or on
26 approximately 756 separate days.

27 108. During this time period, Plaintiff was not permitted and not advised of his right to take
28 one or more of Plaintiff's statutory 10-minute rest periods for days on which he worked for at least four

1 hours, which was each day Plaintiff worked, or approximately 756 separate days (6 days per week for
2 126 weeks).

3 109. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
4 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently,
5 Plaintiff is owed one hour of pay at his then regular hourly rate, or the requisite minimum wage,
6 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
7 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
8 that Plaintiff was denied such rest periods, calculated as follows.

9 110. From approximately September 1, 2018 until January 31, 2021, Defendants failed to
10 provide Plaintiff with an uninterrupted statutory meal period for those days on which Plaintiff worked at
11 least five hours, that is, on approximately 756 separate days. As such, Plaintiff is owed one hour of pay
12 at \$14.25 for each day, or \$10,773.00, plus interest thereon, for unpaid and untaken statutory meal
13 periods.

14 111. During this same time period, Defendants failed to provide Plaintiff with statutory rest
15 periods for those days on which Plaintiff worked at least four hours, that is, on approximately 756 separate
16 days. Consequently, Plaintiff is owed one hour of pay at \$14.25 for each day, or \$10,773.00, plus interest
17 thereon, for unpaid and untaken rest periods.

18 112. Thus, the total missed meal and rest period compensation owing Plaintiff for the time
19 period set forth above is \$21,546.00, plus interest.

20 113. Plaintiff has been deprived of his rightfully earned compensation for meal and rest breaks
21 as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

22 114. Plaintiff is entitled to recover \$21,546.00, pursuant to Labor Code §§226.7(b), 512, plus
23 interest thereon and costs of suit.

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TENTH CAUSE OF ACTION
FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
CAL. LABOR CODE §§226 & 226.3, IWC WAGE ORDER NO. 5-2001, §7
AGAINST DEFENDANTS, STEPHENS, AND DOES 1-20, INCLUSIVE

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

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

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

118. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none of the required information, including hours actually worked by Plaintiff and his rate of pay.

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

120. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled

1 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
2 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
3 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
4 meal period, and rest period wages. For the time period that Plaintiff was not provided with paystubs at
5 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

6 121. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
7 approximately 13 times during the last year that Plaintiff worked for Defendants. Consequently,
8 Defendants are liable to Plaintiff for his actual damages, or penalties in the statutory maximum amount
9 of \$4,000.00, whichever is greater.

10 122. In addition, thereto, for Defendant's 13 violations, Defendants are penalized \$250.00 for
11 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due
12 in Labor Code §226.3 penalties of \$12,250.00 (\$250.00 + \$1,000.00 x 12 subsequent pay periods).

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

16
17 **ELEVENTH CAUSE OF ACTION**
18 **FAILURE TO PAY ALL WAGES DUE TO**
19 **DISCHARGED AND QUITTING EMPLOYEES**
20 **CAL. LABOR CODE §§ 201,202, 203**
21 **AGAINST DEFENDANTS, STEPHENS, AND DOES 1-20, INCLUSIVE**

22 124. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though
23 set forth fully herein.

24 125. Pursuant to California Labor Code §§201, 202, and 203, Defendants are required to pay
25 all earned and unpaid wages to discharged and quitting employees.

26 126. California Labor Code §201 mandates that if an employer discharges an employee, the
27 employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

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1 127. Pursuant to California Labor Code §202, Defendants are required to pay all accrued wages
2 due to an employee no later than 72 hours after the employee quits his or her employment, unless the
3 employee provided 72 hours previous notice of his or her intention to quit, in which case the employee
4 is entitled to his or her wages at the time of quitting.

5 128. California Labor Code §203 provides that if an employer willfully fails to pay, in
6 accordance with California Labor Code §§201 and 202, any wages of an employee who discharged or
7 who quits, the employer is liable for waiting time penalties in the form of continued compensation to the
8 employee at the same rate for up to 30 workdays.

9 129. Defendants have willfully failed, and continue to willfully fail, to pay accrued wages and
10 other compensation to Plaintiff in accordance with California Labor Code §§201 and 202.

11 130. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §§201-
12 203.

13 131. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
14 is entitled to payment as previously pleaded herein, and more than \$3,420.00 in wait time penalties,
15 calculated based on 30 days of regular weekly wages (\$14.25 hourly rate x 8 hours per day x 30 days).

16 132. Based on Defendants' conduct as alleged herein, Defendants are liable for penalties
17 pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

18
19 **TWELFTH CAUSE OF ACTION**

20 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

21 **CAL. BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**

22 **AGAINST DEFENDANTS, STEPHENS, AND DOES 1-20, INCLUSIVE**

23 133. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
24 forth fully herein.

25 134. A violation of California Business and Professions Code §§17200, *et seq.*, may be
26 predicated on the violation of any state or federal law. Defendants' policies, activities, and actions as
27 alleged herein, are violations of California law and constitute unlawful business acts and practices in
28 violation of California Business and Professions Code §§17200, *et seq.* Defendants have engaged and

1 continue to engage in unfair and unlawful business practices in California by practicing, employing, and
2 utilizing the employment practices outlined above, including failing to pay reporting time pay, and failing
3 to provide meal and rest breaks in violation of the applicable IWC Wage Order and California Labor
4 Code.

5 135. Defendants' violations of California wage and hour laws constitute a business practice
6 because Defendants' aforementioned acts and omissions were done repeatedly over a significant period
7 of time, and in a systematic manner, to the detriment of Plaintiff.

8 136. Defendants have avoided payment of wages, overtime wages, meal and rest break
9 premium payments, and other benefits as required by the California Labor Code, the California Code of
10 Regulations, and the applicable IWC Wage Order. Furthermore, Defendants have failed to record, report,
11 and pay the correct sums of assessment to the state authorities under the California Labor Code and other
12 applicable regulations.

13 137. Defendants' unfair and unlawful business practices, as alleged in this Complaint, have
14 allowed Defendants to reap in unfair and illegal profits at the expense of Plaintiff, and members of the
15 public. Defendants should be made to disgorge their ill-gotten gains and restore them to Plaintiff.
16 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of the
17 California Code of Civil Procedure §1021.5.

18 138. Pursuant to California Business and Professions Code §§17200, *et seq.*, Plaintiff is entitled
19 to restitution of the wages withheld and retained by Defendants; an award of attorneys' fees pursuant to
20 California Labor Code §1194; and California Code of Civil Procedure §1021.5; interest; and an award of
21 costs.

22
23 **THIRTEENTH CAUSE OF ACTION**
24 **FOR PRIVATE ATTORNEY GENERAL ACT**
25 **(CAL. LABOR CODE §2699, ET SEQ)**
26 **AGAINST DEFENDANTS, STEPHENS, AND DOES 1-20, INCLUSIVE**

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

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

4 141. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
5 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
6 previously pleaded in this Complaint.

7 142. On August 24, 2021, more than 65 calendar days before filing this Complaint, Plaintiff
8 provided notice to the Labor and Workforce Development Agency and notice by certified mail to
9 Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
10 satisfying the requirements of Labor Code §2699.3(a). These violations included the above-stated Labor
11 Code sections, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

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

15 144. As a direct and proximate result of Defendants' California Labor Code violations as set
16 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per
17 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
18 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
19 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
20 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

21 145. These penalties recoverable for Plaintiff alone total approximately \$7,200.00.

22 146. Plaintiff may also seek these same penalties on behalf of all other aggrieved employees,
23 that is, an amount which may exceed \$360,000.00.

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

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PRAYER FOR RELIEF

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

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

2. For payment of unpaid wages pursuant to 8 Code of Regulations §11050;

3. For payment of unpaid overtime compensation in the amount of no less than \$21,546.00 pursuant to Labor Code §§201, 510, 1194, the applicable Industrial Welfare Commission Order, and the applicable 8 Code of Regulation sections;

4. For payment of meal and rest period compensation in the amount of no less than \$21,546.00 pursuant to Labor Code §§226.7(b), 512;

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

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

7. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than \$7,200.00 on Plaintiff's own behalf, and no less than \$360,000.00 on behalf of all of Defendants' aggrieved employees;

8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§218.6, 1194, and 2802, California Civil Code §§3287 and 3288, and/or any other applicable provision providing for pre-judgment interest;

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

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

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

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

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

14. For restitution of all monies due to Plaintiff, as well as disgorged profits from Defendants' unfair and unlawful business practices;

15. For punitive damages on applicable causes of action;

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

17. For post-judgment interest; and

18. For such other and further relief as the Court may deem just and appropriate.

DATED: November 8, 2021

THE DOMINGUEZ FIRM, LLP

By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff,
CARLOS ORTEGA

JURY TRIAL DEMANDED

Plaintiff CARLOS ORTEGA demands trial of all issues by jury.

DATED: November 8, 2021

THE DOMINGUEZ FIRM, LLP

By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff,
CARLOS ORTEGA