

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ROOFLINE, INC., a corporation dba ROOFLINE SUPPLY & DELIVERY; SRS DISTRIBUTION INC., a corporation; MIRANDA FLORES, an individual; and DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

MARTIN MIRELES, an individual,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
VENTURA
SUPERIOR COURT
FILED

FEB 01 2022

BRENDA L. McCORMICK
Executive Officer and Clerk
By: **CRISTAL V. ALVAREZ**, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Ventura County Superior Court
Hall of Justice
800 South Victoria Avenue, Ventura, California 93009

CASE NUMBER: (Número del Caso):
56-2022-00562782-CU-WT-VTA

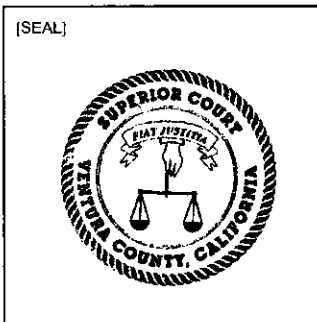
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jace H. Kim, Esq.; The Dominguez Firm, LLP; 3250 Wilshire Boulevard, Suite 2200, Los Angeles, CA 90010; (213) 388-7788

DATE: **FEB 01 2022** **BRENDA L. McCORMICK** Clerk, by **CRISTAL V. ALVAREZ**, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date)

FEB 01 2022

BRENDA L. McCORMICK
Executive Officer and Clerk
Deputy

CRISTAL V. ALVAREZ

Jace H. Kim, Esq. (SBN 282039)
Jace.Kim@Dominguezfirm.com
Carlos Andres Perez, Esq. (SBN 285645)
Carlos.Perez@Dominguezfirm.com
Javier Ramirez, Esq. (SBN 249516)
Javier.Ramirez@Dominguezfirm.com
THE DOMINGUEZ FIRM, LLP
3250 Wilshire Boulevard, Suite 2200
Los Angeles CA 90010
Telephone: (213) 388-7788
Facsimile: (213) 201-8212

Attorneys for Plaintiff,
MARTIN MIRELES

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

MARTIN MIRELES, an individual,
Plaintiff,

v.

ROOFLINE, INC., a corporation dba
ROOFLINE SUPPLY & DELIVERY; SRS
DISTRIBUTION INC., a corporation;
MIRANDA FLORES, an individual; and DOES
1 through 20, inclusive,

Defendants.

Case No. 56-2022-00562782-CU-WT-VTA

COMPLAINT FOR DAMAGES FOR:

1. **DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
2. **HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
3. **RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
4. **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN VIOLATION OF GOV'T CODE §12940(k);**
5. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
6. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
7. **FAILURE TO PROVIDE MEAL PERIODS (FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS) (I.W.C. WAGE ORDER NO. 4-2001, CAL. LABOR CODE §§512, 226.7);**
8. **FAILURE TO PROVIDE REST PERIODS (FAILURE TO PAY WAGES FOR MISSED REST PERIODS) (I.W.C. WAGE ORDER NO. 4-2001, CAL. LABOR CODE §§226.7);**

By FAX

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**9. FAILURE TO PROVIDE ITEMIZED
WAGE AND HOUR STATEMENTS (CAL.
LABOR CODE §§226, ET SEQ.);**

**10. WAITING TIME PENALTIES (CAL.
LABOR CODE §§201-203);**

**11. UNFAIR COMPETITION (BUS. & PROF.
CODE §17200 ET SEQ.); AND**

**12. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ)**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

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

JURISDICTION

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

THE PARTIES

2. Plaintiff, MARTIN MIRELES, is and at all times relevant hereto was a resident of the
County of San Bernardino, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
hereto, Defendant ROOFLINE, INC. was and is a corporation doing business as ROOFLINE SUPPLY
& DELIVERY at 4845 Los Angeles Ave., Simi Valley, in the County of Ventura, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
hereto, Defendant SRS DISTRIBUTION INC. was and is a corporation doing business at 4845 Los
Angeles Ave., Simi Valley, in the County of Ventura, State of California.

1 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Employers owned and operated a private corporation.

3 6. ROOFLINE, INC. and SRS DISTRIBUTION INC. are hereinafter collectively referred to
4 as “EMPLOYER DEFENDANT.”

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

9 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
10 hereto, Defendant MIRANDA FLORES (hereinafter referred to as “FLORES ” or, “INDIVIDUAL
11 DEFENDANT,”) was and is an individual resident of the County of Ventura, State of California.

12 9. The INDIVIDUAL DEFENDANT was EMPLOYER DEFENDANT’S manager,
13 corporate agent, supervisor, and/or employee.

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

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

27 12. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
28 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANT, acted

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

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

12 14. Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to prevent
13 discrimination or retaliation, and wrongful termination under Government Code §§12940, et seq., the
14 California Fair Employment and Housing Act ("FEHA") with the California Department of Fair
15 Employment and Housing ("DFEH"), and has satisfied Plaintiff's administrative prerequisites with
16 respect to these and all related filings.

17
18 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

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

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

25 a. Employers are completely dominated and controlled by one another and DOES 1-
26 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
27 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
28 accomplish some other wrongful or inequitable purpose.

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

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

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

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

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

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

26 19. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
27 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
28 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other

1 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
2 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
3 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
4 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
5 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

6
7 **FACTUAL ALLEGATIONS**

8 20. On or about December 4, 2020, EMPLOYER DEFENDANT hired Plaintiff as Inside
9 Sales. Plaintiff was a full-time, non-exempt employee, and performed all of his job duties satisfactorily
10 before he was wrongfully terminated on or about April 28, 2021. FLORES, the INDIVIDUAL
11 DEFENDANT, was Plaintiff's manager.

12 21. While employed, Plaintiff was subjected to discrimination and sexual harassment based
13 upon Plaintiff's sex/gender.

14 22. Through Plaintiff's employment, a coworker ("the Coworker") would constantly talk to
15 and around Plaintiff about playing with sex toys, having threesomes, using lotions for having sex, and
16 mentioning all the people she has had sex with. Plaintiff complained to the Coworker that her sexual
17 comments and harassment at work made Plaintiff uneasy and uncomfortable.

18 23. FLORES knew of the Coworker's inappropriate behavior and ratified the sexual
19 harassment by encouraging and assisting the Coworker in the sexual harassment. For instance, FLORES
20 would talk to the Coworker about her own sexual encounters at work in the open for everyone to hear.
21 Plaintiff informed FLORES and the Assistant Manager, that Plaintiff felt that the Coworker's sexual
22 harassment had created a hostile work environment for Plaintiff, but FLORES and the Assistant Manager
23 failed to address Plaintiff's concerns or stop any further sexual harassment at work.

24 24. Throughout Plaintiff's employment, Plaintiff continued to report sexual harassment at
25 work from the Coworker to FLORES and the Assistant Manager. Thereafter, the hostile work
26 environment persisted in the workplace and the Coworker as well as FLORES continued to sexually
27 harass Plaintiff and discriminate against him based upon Plaintiff's sex/gender.

28 ///

1 25. In response to Plaintiff's complaints of sexual harassment, FLORES failed to address
2 Plaintiff's concerns and retaliated against Plaintiff by terminating his employment on or about April 28,
3 2021, for reporting and refusing to engage in the sexual harassment at work.

4 26. Thus, EMPLOYER DEFENDANT wrongfully terminated Plaintiff's employment on or
5 about April 28, 2021.

6 27. Plaintiff's termination was substantially motivated by Plaintiff's gender, sex, and/or
7 engagement in protected activities. Defendants' discriminatory animus is evidenced by the previously
8 mentioned facts.

9 28. Plaintiff was also covered under one or more IWC Wage Orders and/or the California
10 Labor Code provisions relating to wage-and-hour laws, and other applicable wage orders, regulations,
11 and statutes, which imposed an obligation on the part of Defendants, among other things, to provide
12 uninterrupted meal and rest periods, to pay overtime wages, to pay wages for all hours worked, and to
13 provide accurate wage statements.

14 29. Between approximately December 4, 2020, until approximately April 28, 2021, Plaintiff's
15 hourly wage rate was \$21.50. During this time period, Plaintiff worked 5 days a week for approximately
16 8 to 12 hours per day.

17 30. Throughout Plaintiff's employment, he did not receive uninterrupted statutory 30-minute
18 meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff worked.
19 One or more of Plaintiff's 30-minute meal periods were not provided and/or interrupted approximately 5
20 times per week, and/or taken at or after the 5th hour.

21 31. Throughout Plaintiff's employment, Plaintiff also was not permitted to, and not advised
22 of his right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
23 thereof. Defendants had no policy, procedure, or practice for Plaintiff to report missed rest breaks or
24 recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of additional
25 wages for each workday that the rest break was not provided.

26 ///

27 ///

28 ///

1 32. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate
2 paystubs that did not comply with Labor Code § 226, because they failed to show the correct amount of
3 overtime hours Plaintiff worked, failed to show pay for missed meal and rest periods, failed to account
4 for sick paid leave hours, and failed to show the amount of wages earned as well as owed to Plaintiff.

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

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

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

19 36. Plaintiff claims general damages for emotional and mental distress and aggravation in a
20 sum in excess of the jurisdictional minimum of this Court.

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

26 ///

27 ///

28 ///

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

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

8 40. On or about September 17, 2021, Plaintiff gave written notice of Defendants’ violations
9 of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
10 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

11 41. The LWDA did not provide notice of its intention to investigate Defendants’ violations
12 within 65 calendar days of the September 17, 2021 notice.

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

16
17 **FIRST CAUSE OF ACTION**

18 **FOR SEX/GENDER DISCRIMINATION**

19 **IN VIOLATION OF GOV’T CODE §§12940 ET SEQ.**

20 **AGAINST EMPLOYER DEFENDANT AND DOES 1-20**

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

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

25 45. As such term is used under FEHA, “on the bases enumerated in this part” means or refers
26 to discrimination on the bases of one or more of the protected characteristics under FEHA.

27 46. FEHA requires Defendants to refrain from discriminating against an employee on the
28 basis of gender, sex, and engagement in protected activities from occurring.

1 47. Plaintiff was a member of multiple protected classes as a result of Plaintiff's gender and
2 sex.

3 48. At all times relevant hereto, Plaintiff was performing competently in the position Plaintiff
4 held with Defendants.

5 49. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,
6 failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return to work,
7 and termination, and was harmed thereby.

8 50. Plaintiff is informed and believes that Plaintiff's gender, sex, and/or some combination of
9 these protected characteristics under Government Code §12926(j) were motivating reasons and/or factors
10 in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

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

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

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

SECOND CAUSE OF ACTION
FOR SEX/GENDER HARASSMENT
IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST ALL DEFENDANTS

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

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

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

57. These laws set forth in the preceding paragraph require Defendants to refrain from harassing, or creating, or maintaining a hostile work environment against an employee based upon the employee's gender, sex, and engagement in protected activities, as set forth hereinabove.

58. Defendants' harassing conduct was severe or pervasive, was unwelcome by Plaintiff, and a reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile or abusive.

59. Defendants violated the FEHA and the public policy of the State of California which is embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of Plaintiff's gender, sex, engagement in protected activities, and/or some combination of these protected characteristics, as set forth hereinabove.

60. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants knew or should have known of the conduct but failed to take immediate and appropriate corrective action.

61. The above said acts of Defendants constitute violations of the FEHA and violations of the public policy of the State of California. Such violations were a proximate cause in Plaintiff's damage as stated below.

62. 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

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

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

6
7 **THIRD CAUSE OF ACTION**
8 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
9 **AGAINST EMPLOYER DEFENDANT AND DOES 1-20**

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

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

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

16 67. Plaintiff engaged in the protected activities of complaining about and protesting
17 Defendants' discriminatory and harassing conduct towards Plaintiff based upon Plaintiff's gender and
18 sex.

19 68. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,
20 failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return to work,
21 and termination, and was harmed thereby.

22 69. Plaintiff is informed and believes that Plaintiff's complaining about and protesting about
23 Defendants' discriminatory and harassing conduct were motivating reasons and/or factors in the
24 decisions to subject Plaintiff to the aforementioned adverse employment actions.

25 70. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff for
26 attempting to exercise Plaintiff's protected rights, as set forth hereinabove. Plaintiff's engagement in such
27 protected activities were a substantial factor in Defendants' decision to subject Plaintiff to the
28 aforementioned adverse employment actions.

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

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

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

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

14
15 **FOURTH CAUSE OF ACTION**
16 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**
17 **IN VIOLATION OF GOV'T CODE §12940(k)**
18 **AGAINST EMPLOYER DEFENDANT AND DOES 1-20**

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

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

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

28 ///

78. 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.

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

FIFTH CAUSE OF ACTION
FOR WRONGFUL TERMINATION
IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA
AGAINST EMPLOYER DEFENDANT AND DOES 1-20

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

81. At all relevant times mentioned in this complaint, the FEHA was in full force and effect and was binding on Defendants. This law requires Defendants to refrain, among other things, from discriminating against any employee on the basis of gender and sex, and from retaliating against any employee who engages in protected activity. At all times mentioned in this complaint, Article I, Section 8 of the California Constitution was in full force and effect and binding on Defendants. This law requires Defendants to refrain from disqualifying a person from pursuing employment on the basis of gender or sex.

82. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee on the basis of gender, sex, and/or engagement in protected activity.

83. Plaintiff believes and thereon alleges that Plaintiff's gender, sex, engagement in protected activity with respect to these protected classes, and/or some combination thereof, were factors in Defendants' conduct as alleged hereinabove.

1 84. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
2 employment on the basis of gender, sex, Plaintiff's complaining of harassment and discrimination due to
3 these protected classes, Plaintiff's engagement in protected activity, and/or some combination of these
4 factors, were a proximate cause in Plaintiff's damages as stated below.

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

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

15
16 **SIXTH CAUSE OF ACTION**

17 **FOR FAILURE TO PAY WAGES DUE**

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

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

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

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

26 89. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
27 Code of Regulations §11050, and Industrial Welfare Commission Order No. 4-2001.

28 ///

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

4
5 **SEVENTH CAUSE OF ACTION**
6 **FOR FAILURE TO PROVIDE MEAL BREAKS**
7 **I.W.C. WAGE ORDER NO. 4-2001, LABOR CODE §§512, 226.7**
8 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

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

11 92. Labor Code §§512, 226.7 require employers to provide every employee with an
12 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding
13 five hours.

14 93. In the four years last past, Plaintiff regularly worked in excess of five hours per day and
15 was thereby entitled to take uninterrupted 30-minute meal periods.

16 94. Defendants failed and refused to provide Plaintiff with meal periods, and failed to
17 compensate Plaintiff for missed meal periods, as required by Labor Code §512 and the applicable sections
18 of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 4-2001, as follows:

19 95. From approximately December 4, 2020 until April 28, 2021, Plaintiff's statutory 30-
20 minute meal periods were interrupted, cut short, or taken at or after the 5th hour, approximately 5 times
21 per week for 21 weeks, or on approximately 105 separate days.

22 96. As alleged herein, Plaintiff is not exempt from the meal break requirements of 8 Code of
23 Regulations §11050 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is
24 owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever
25 is greater, for each day that Plaintiff was denied such meal periods, calculates as follows:

26 97. From approximately December 4, 2020 until April 28, 2021, Defendants failed to provide
27 Plaintiff with an uninterrupted statutory meal period, interrupted, cut short, or required Plaintiff to take
28 the statutory meal period at or after the 5th hour, for those days on which Plaintiff worked at least five

1 hours on approximately 105 separate days. Consequently, Plaintiff is owed one hour of pay at \$21.50
2 for each day, or \$2,257.50, plus interest thereon, for unpaid interrupted statutory meal periods.

3 98. Plaintiff has been deprived of his rightfully earned compensation for meal breaks as a
4 direct and proximate result of Defendants' failure and refusal to pay said compensation.

5 99. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover
6 \$2,257.50, pursuant to Labor Code §512, plus interest thereon and costs of suit.

7
8 **EIGHTH CAUSE OF ACTION**

9 **FOR FAILURE TO PROVIDE REST BREAKS**

10 **I.W.C. WAGE ORDER NO. 4-2001, LABOR CODE § 226.7**

11 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

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

14 101. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
15 rest period of not less than 10 minutes, for every period of work exceeding five hours.

16 102. In the four years last past, Plaintiff regularly worked in excess of 4 hours per day and was
17 thereby entitled to take timely and uninterrupted 10-minute rest periods on each day he worked.
18 Nevertheless, Plaintiff was not permitted to, and not advised of his right to take the statutory rest periods
19 to which he was entitled.

20 103. Defendants failed and refused to provide Plaintiff with rest periods, and failed to
21 compensate Plaintiff for missed rest periods, as required by Labor Code §226.7(b) and the applicable
22 sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 4-2001, as
23 follows:

24 104. From approximately December 4, 2020 until April 28, 2021, Plaintiff was not permitted
25 and not advised of his right to take one or more of his statutory 10-minute rest periods for days on which
26 Plaintiff worked for at least four hours, which was each day Plaintiff worked, or approximately 105
27 separate days.

28 ///

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

5 106. From approximately December 4, 2020 until April 28, 2021, Defendants failed to provide
6 Plaintiff with the statutory rest period for those days on which he worked at least four hours on
7 approximately 105 separate days. Consequently, Plaintiff is owed one hour of pay at \$21.50 for each day,
8 or \$2,257.50, plus interest thereon, for unpaid rest periods.

9 107. Plaintiff has been deprived of his rightfully earned compensation for rest breaks as a direct
10 and proximate result of Defendants' failure and refusal to pay said compensation.

11 108. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover an
12 amount of \$2,257.50, pursuant to Labor Code § 226.7(b), plus interest thereon and costs of suit.

13
14 **NINTH CAUSE OF ACTION**
15 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
16 **(CAL. LABOR CODE §§226, ET SEQ.)**
17 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

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

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

28 ///

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

4 112. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
5 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
6 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
7 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
8 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
9 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying
10 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not
11 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
12 of the required information, including hours actually worked.

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

14 114. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
15 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
16 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
17 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
18 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
19 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
20 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
21 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

22 115. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
23 approximately 21 times during the last year that Plaintiff has worked for Defendants. Consequently,
24 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory amount of
25 \$2,050.00.

26 116. In addition, thereto, for Defendants' 21 violations, Defendants are penalized \$250.00 for
27 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due
28 in Labor Code §226.3 penalties of \$20,250.00 (\$250.00 + \$1,000.00 x 20 subsequent pay periods).

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

4
5 **TENTH CAUSE OF ACTION**

6 **FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES**

7 **CAL. LABOR CODE §§ 201,202, 203**

8 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

9 118. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though
10 set forth fully herein.

11 119. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to pay all
12 earned and unpaid wages to discharged and quitting employees.

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

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

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

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

25 124. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §§201-
26 203.

27 125. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
28 is entitled to payment as previously pleaded herein, and more than \$5,160.00 in wait time penalties,

1 calculated based on 30 days of regular weekly wages. (Calculated based upon \$21.50 hourly rate x 8
2 hours per day x 30 days).

3 126. Based on Defendants' conduct as alleged herein, Defendants are liable for penalties
4 pursuant to Labor Code §203, 558 and other applicable provisions, as well as attorneys' fees and costs.

5
6 **ELEVENTH CAUSE OF ACTION**
7 **FOR UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.)**
8 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

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

11 128. Defendants' violations of the applicable 8 Code of Regulations section, Industrial Welfare
12 Commission Order No.4-2001, the above-stated Labor Code sections, 2699, and other applicable
13 provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, overtime
14 wages, Defendants' failure to provide meal and rest breaks, and Defendants' failure to provide timely and
15 accurate wage and hour statements, constitute unfair business practices in violation of Business &
16 Professions Code §§17200, et seq.

17 129. As a result of Defendants' unfair business practices, Defendants have reaped unfair
18 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
19 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

20 130. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
21 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
22 to the Plaintiff the overtime compensation, meal and rest period premium pay, and other monies and
23 benefits unlawfully withheld from Plaintiff.

24 ///

25 ///

26 ///

27 ///

28 ///

TWELFTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ)
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

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

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

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

134. On or about September 17, 2021, more than 65 calendar days before filing this Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included the above-stated Labor Code sections, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

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

136. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

///

137. These penalties recoverable for Plaintiff alone totals approximately \$8,300.00, and over \$8,300,000.00 in penalties on behalf of all other aggrieved employees.

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

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

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

4. For payment of meal period compensation pursuant to Labor Code §226.7, 512, in the amount of no less than \$2,257.50;

5. For payment of rest period compensation in the amount of no less than \$2,257.50 pursuant to Labor Code §§226.7, 512;

6. For damages pursuant to Labor Code §226 in the amount of no less than \$2,050.00;

7. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no less than \$20,250.00;

8. For waiting time penalties in the amount of no less than \$5,160.00 pursuant to Labor Code §§ 201-203;

9. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than \$8,300.00 on Plaintiff's own behalf, and \$8,300,000.00 on behalf of all of Defendants' aggrieved employees;

///

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

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

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

7 13. For post-judgment interest; and

8 14. For any other relief that is just and proper.

9
10
11 DATED: January 18, 2022

THE DOMINGUEZ FIRM, LLP

12
13 By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff,
MARTIN MIRELES

14
15
16
17
18 **JURY TRIAL DEMANDED**

19 Plaintiff MARTIN MIRELES demands trial of all issues by jury.

20
21 DATED: January 18, 2022

THE DOMINGUEZ FIRM, LLP

22
23 By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff,
MARTIN MIRELES

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Jace H. Kim, Esq.(282039); Carlos Andres Perez, Esq.(285645);
Javier Ramirez, Esq. (249516)
The Dominguez Firm, LLP; 3250 Wilshire Blvd., Ste. 2200; Los Angeles, CA 90010

TELEPHONE NO.: (213) 388-7788 FAX NO. (Optional): (213) 201-8212

ATTORNEY FOR (Name): Plaintiff, Martin Mireles

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA

STREET ADDRESS: 800 South Victoria Avenue
MAILING ADDRESS: same as above
CITY AND ZIP CODE: Ventura, California 93009
BRANCH NAME: Hall of Justice

CASE NAME:
Mireles, Martin v. Roofline Inc., et al.

FOR COURT USE ONLY

VENTURA
SUPERIOR COURT
FILED

FEB 01 2022

BRENDA L. McCORMICK
Executive Officer and Clerk
By: _____ Deputy
CRISTAL V. ALVAREZ

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)

☐ **Limited**
(Amount
demanded is
\$25,000)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:
56-2022-00532782-CU-WT-VTA

JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

By FAX

1. Check **one** box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property
Damage/Wrongful Death) Tort**

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)

☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☒ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse
condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)**

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the
above listed provisionally complex case
types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Twelve (12)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 18, 2022

Jace H. Kim, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

800 South Victoria Avenue
Ventura , CA 93009
(805) 289-8525
WWW.VENTURA.COURTS.CA.GOV

NOTICE OF CASE ASSIGNMENT AND MANDATORY APPEARANCE

Case Number: 56-2022-00562782-CU-WT-VTA

Your case has been assigned for all purposes to the judicial officer indicated below.

A copy of this Notice of Case Assignment and Mandatory Appearance shall be served by the filing party on all named Defendants/Respondents with the Complaint or Petition, and with any Cross-Complaint or Complaint in intervention that names a new party to the underlying action.

ASSIGNED JUDICIAL OFFICER	COURT LOCATION	DEPT/ROOM
Hon. Mark Borrell	Ventura	40
HEARING		
EVENT DATE	EVENT TIME	EVENT DEPT/ROOM

SCHEDULING INFORMATION

Judicial Scheduling Information

APPEARANCE AT THE ABOVE HEARING IS MANDATORY.

Each party must file a Case Management Statement no later than 15 calendar days prior to the hearing and serve it on all parties. If your Case Management Statement is untimely, it may NOT be considered by the court (CRC 3.725).

If proof of service and/or request for entry of default have not been filed: At the above hearing you are ordered to show cause why you should not be compelled to pay sanctions and/or why your case should not be dismissed (CCP 177.5, Local Rule 3.17).

Advance Jury Fee Requirement

At least one party demanding a jury trial on each side of a civil case must pay a non-refundable jury fee of \$150. The non-refundable jury fee must be paid timely pursuant to Code of Civil Procedure section 631.

Noticed Motions/Ex Parte Matters

To set an ex parte hearing, contact the judicial secretary in the assigned department. Contact the clerk's office to reserve a date for a law and motion matter.

Telephonic Appearance

Telephonic appearance at the Case Management Conference is permitted pursuant to CRC 3.670. In addition, see Local Rule 7.01 regarding notice to the teleconference provider. The court, through the teleconference provider, will contact all parties and counsel prior to the hearing.

Date: 02/24/2022

Clerk of the Court,
By: *Cristal Alvarez*
Cristal Alvarez, Clerk