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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 CHRISTIAN VENEGAS, an individual,
11 Plaintiff,

12 v.

13 AMERICAN WIRELESS CONSTRUCTION,
14 INC., a California corporation; JUAN
GONZALEZ, an individual; and DOES 1
15 through 20, inclusive,

16 Defendants.
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Case No. **22STCV00459**

COMPLAINT FOR DAMAGES FOR:

1. **NEGLIGENT SUPERVISION AND RETENTION;**
2. **FALSE IMPRISONMENT;**
3. **RETALIATION (LAB. CODE §98.6);**
4. **RETALIATION (LAB. CODE §§1102.5, 1102.6);**
5. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
6. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§ 1182.12, 1194, 1194.2, 1197, 1197.1);**
7. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
8. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
9. **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
10. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**

1 11. PRIVATE ATTORNEY GENERAL ACT
2 (CAL. LABOR CODE §2699, ET SEQ.);
3 AND

4 12. FAILURE TO PERMIT INSPECTION OF
5 PERSONNEL AND PAYROLL RECORDS
6 (CAL. LABOR CODE §§ 1198.5 AND 226);

7 DEMAND OVER \$25,000

8 [DEMAND FOR JURY TRIAL]

9 COMES NOW PLAINTIFF, CHRISTIAN VENEGAS, and for causes of action against the
10 Defendants and each of them, alleges as follows:

11 **JURISDICTION**

12 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
13 because Defendants' obligations and liability arise therein, because the acts of some or all of Defendants
14 complained of herein arose in Los Angeles County, and because a substantial portion of the work that is
15 the subject of this action was performed by Plaintiff in Los Angeles County.

16 **THE PARTIES**

17 2. Plaintiff, CHRISTIAN VENEGAS, is and at all times relevant hereto was a resident of the
18 County of Los Angeles, State of California.

19 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
20 hereto, Defendant AMERICAN WIRELESS CONSTRUCTION, INC., (hereinafter referred to as
21 "AWC" or "Employer") was and is a California corporation doing business at 8046 Main Street, Stanton,
22 California 90680, in the County of Orange, State of California.

23 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
24 hereto, Employers owned and operated a private electrical construction company.

25 5. Plaintiff is informed and believes, and thereon alleges, that at all times relevant hereto,
26 Defendant JUAN GONZALEZ (hereinafter sometimes referred to as "GONZALEZ") was and is a
27 resident of California, in the County of Los Angeles. GONZALEZ was a supervisor, manager, agent,
28 and/or employee of AWC, and a coworker of Plaintiff's.

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

5 7. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
6 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
7 Commission Order No. 16-2001, and are each an "employer or other person acting on behalf of an
8 employer" as such term is used in Labor Code sections 558 and 558.1, and liable to Plaintiff on that basis.

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

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

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

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 11. 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
7 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

8 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
9 of interest and ownership between Employer and DOES 1-20 that the individuality and separateness of
10 defendants have ceased to exist.

11 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
12 purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but
13 not limited to because:

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

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

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

24 d. Employer does not comply with all requisite corporate formalities to maintain a
25 legal and separate corporate existence.

26 e. The business affairs of Employer and DOES 1-20 are, and at all times relevant
27 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
28 inextricable confusion. Employer is, and at all times relevant hereto was, used by DOES 1-20 as a mere

1 shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one
2 another and DOES 1-20. The recognition of the separate existence of Defendants would not promote
3 justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations
4 of the Government Code and other statutory violations. The corporate existence of Employer and DOES
5 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to
6 avoid fraud and injustice to Plaintiff herein.

7 14. Accordingly, Employer constitutes the alter ego of one another and DOES 1-20, and the
8 fiction of their separate corporate existence must be disregarded.

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

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

23 24 **FACTUAL ALLEGATIONS**

25 17. On or about October 1, 2019, Plaintiff began working for AWC as a general construction
26 worker. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties
27 satisfactorily before Plaintiff was wrongfully terminated on or about January 6, 2021.

1 18. Sometime toward the end of his tenure with AWC, GONZALEZ, a foreman at AWC and
2 Plaintiff's supervisor was charged with driving Plaintiff to and from the worksites. Plaintiff was assigned
3 to work with GONZALEZ at a jobsite in Santa Monica, Los Angeles County, California.

4 19. On information and belief, Plaintiff alleges that it is AWC's practice that the foreman and
5 subordinate employees arrive to AWC's business and then use the company vehicles to drive to the
6 jobsites, with the foreman as the driver. Upon arrival, at 8:00 a.m., Plaintiff and GONZALEZ were
7 notified that they were not going to be allowed to begin work until 9:00 a.m. and were going to have to
8 wait in their truck until then. However, prior to 9:00 a.m. GONZALEZ turned on the truck and started
9 driving. Plaintiff was naturally curious as to where they were going given the instructions they'd received
10 to not leave until 9:00 a.m. Plaintiff asked where they were going, and GONZALEZ falsely replied that
11 they were going to go get coffee.

12 20. As GONZALEZ was driving, he started interrogating Plaintiff with questions like "who
13 are you" and "who are you working for" multiple times. Plaintiff was confused and didn't know how to
14 respond. GONZALEZ then began to exhibit paranoia and demanded to know whether Plaintiff was a
15 spy for the police or the government. Plaintiff started getting nervous and scared and was texting his
16 wife. GONZALEZ snatched the phone from Plaintiff. Plaintiff told GONZALEZ to give him his phone
17 back but GONZALEZ refused to do so and demanded that Plaintiff tell him the "truth."

18 21. GONZALEZ then exposed a blade that AWC's employees use for work. GONZALEZ
19 started motioning that he was going to use the blade against Plaintiff. Plaintiff told GONZALEZ to just
20 let him out of the vehicle and that GONZALEZ could keep the phone if he wanted.

21 22. GONZALEZ did not listen and instead started driving even faster at speeds over 100 miles
22 per hour on the I-10 freeway in Los Angeles County. Plaintiff was completely shocked and in distress.
23 He offered unlock his phone and allow GONZALEZ to go through his text messages to prove that he was
24 not a spy and was only texting his wife. GONZALEZ replied that they were going to fix things and that
25 he was taking him to the alleys of downtown Los Angeles where people disappear.

26 23. GONZALEZ drove for approximately two hours, at excessive speeds, and all the while
27 threatening to harm or disappear Plaintiff. Plaintiff was afraid for his life and was looking for any
28 opportunity to jump out of the care safely without dying, but no opportunity availed itself.

1 24. Finally after approximately two hours, GONZALEZ returned to the Employer's shop.
2 Plaintiff was naturally suffocating with distress and anxiety. Noting Plaintiff's distressed demeanor, the
3 lead foreman "Danny" asked Plaintiff what was wrong. Plaintiff explained what had happened and that
4 he wanted to call the police. Danny persuaded him not to call the police stating that AWC would address
5 the situation and terminate GONZALEZ. Plaintiff told Danny that he felt unwell and could not work the
6 rest of the day, but Danny told him that he had to finish the day and sent him to a different jobsite.

7 25. At the new job site, Roberto Avila, another coworker, asked Plaintiff what happened. It
8 was clear to Plaintiff that Robert Avila had been informed of what had happened. GONZALEZ's brother,
9 Antonio Gonzalez, who also worked for AWC at the time, also asked Plaintiff what happened, and when
10 Plaintiff told him what happened, Antonio Gonzalez exclaimed something to the effect of, "Oh no, he's
11 going back to his old ways."

12 26. The following day, Plaintiff became aware that GONZALEZ had been involved in a car
13 collision.

14 27. On information and belief, Plaintiff alleges that GONZALEZ's car collision kept
15 GONZALEZ off work for approximately a month. After the month, GONZALEZ returned as if nothing
16 had happened. Plaintiff protested his return since Danny had stated that the situation would be addressed
17 and fixed with GONZALEZ's termination. The leadership at AWC did not care and let GONZALEZ
18 return with not even so much as a slap on the hand.

19 28. Worse yet, Plaintiff was required to work with GONZALEZ again, placing him in extreme
20 distress. When Plaintiff complained about having to work with GONZALEZ, AWC's leadership would
21 reduce his hours.

22 29. Plaintiff also complained about wage and hour violations, not the least of which was not
23 being allowed to take regular meal and rest breaks. "Marcos," another foreman, would instruct Plaintiff
24 that he could take lunch or breaks, because of the work they had to finish and told Plaintiff, "just clock
25 in and out, but don't take the lunch."

26 30. He also complained that he was not being paid for all his hours worked. Plaintiff was
27 chastised because he was working overtime, but it was not something he chose to do. As a result of the
28

1 AWC's policy that they must ride together in company vehicles, Plaintiff could not simply pack up and
2 leave. He had to wait for the foremen he worked under who stayed late, well in excess of 8-hours a day.

3 31. When Plaintiff complained about having to stay and work late, AWC would retaliate by
4 reducing his hours or taking him off schedule for a day or two.

5 32. Finally, on or around January 6, 2021, Plaintiff was terminated, for pretextual reasons. He
6 was told he was being terminated for working unauthorized overtime, and for not clocking out for his
7 lunch periods, despite the fact that he had not choice but to work overtime based on the company's
8 policies of requiring him to travel to jobsites in company vehicles with the foremen, and despite the fact
9 that he was actually not taking lunch breaks at the instruction of the foremen he worked under.

10 33. The true reason Plaintiff was terminated is his complaints to AWC about GONZALEZ's
11 dangerous behavior and false imprisonment of Plaintiff; and because Plaintiff had the audacity to
12 complain that he was not getting rest or meal breaks and because he refused to clock out for his lunch
13 breaks; and that he was being forced to work overtime and then being chastised for it, and regularly not
14 being paid for overtime work.

15 34. During Plaintiff's employment with AWC his hourly rate was \$18.00 per hour.

16 35. During Plaintiff's employment, Plaintiff estimates that he worked approximately 500
17 hours that were not paid, due the fact that he had to stay for overtime as the foremen demanded it and he
18 could not leave because of AWC's policy of having the foremen drive workers in company vehicles.

19 36. During Plaintiff's employment, Plaintiff estimates that he was not permitted to take
20 statutorily protected meal or rest breaks within the lawfully mandated time on approximately 330 days.

21 37. Plaintiff's termination was substantially motivated by Plaintiff's engagement in protected
22 activities, for complaining about or resisting unlawful conduct, for demanding a safe and healthy work
23 environment, or a combination thereof. Defendants' discriminatory animus is evidenced by the
24 previously mentioned facts.

25 38. Defendants' conduct described herein was undertaken, authorized, and/or ratified
26 Defendants' officers, directors and/or managing agents, including, but not limited to Danny, Marcos, and
27 those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions
28 that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents

1 and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge
2 of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and
3 approved by managing agents whose precise identities are unknown to Plaintiff at this time and are
4 therefore identified and designated herein as DOES 1 through 20, inclusive.

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

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

11 41. Plaintiff claims general damages for emotional and mental distress and aggravation in a
12 sum in excess of the jurisdictional minimum of this Court.

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

18
19 **FIRST CAUSE OF ACTION**

20 **NEGLIGENT SUPERVISION AND RETENTION**

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

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

24 44. Defendant Employer hired GONZALEZ who was Plaintiff's supervisor at all relevant
25 times.

26 45. GONZALEZ became unfit to perform the work as supervisor for which he was hired.
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1 46. Defendant Employer knew or should have known that GONZALEZ was or had become
2 unfit to supervise its employees and that this unfitness created a particular risk to others, including
3 Plaintiff.

4 47. GONZALEZ's unfitness harmed Plaintiff not only during the false imprisonment, threats
5 of injury and death when Plaintiff was forced to ride around with GONZALEZ in a company vehicle
6 without any mode of escape, but also afterwards when Plaintiff was subjected to further emotional distress
7 by being forced to work with a dangerous and unhinged GONZALEZ.

8 48. Defendant Employer's negligence in hiring, supervising, and retaining GONZALEZ was
9 a substantial factor in causing Plaintiff's harm.

10 49. As a direct and proximate result of Defendant Employer's unlawful conduct, Plaintiff has
11 suffered special damages including but not limited to past and future loss of income, benefits, and other
12 damages to be proven at time of trial.

13 50. As a direct and proximate result of Defendant Employer's unlawful conduct, Plaintiff has
14 suffered general damages including, but not limited to, shock, embarrassment, physical distress and
15 injury, humiliation, emotional distress, stress and other damages to be proven at the time of trial.

16 51. GONZALEZ's unlawful and dangerous conduct towards Plaintiff was ratified by
17 Defendant Employer in conscious disregard of Plaintiff's rights.

18 52. Defendant Employer's failure to act as alleged herein was done maliciously, fraudulently,
19 and oppressively, in conscious disregard for Plaintiff's rights. Plaintiff is therefore entitled to recover
20 punitive damages from Defendant Employer in an amount according to proof at trial.

21
22 **SECOND CAUSE OF ACTION**

23 **FALSE IMPRISONMENT**

24 **AGAINST ALL DEFENDANTS**

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

1 54. Defendant GONZALEZ intentionally deprived Plaintiff of his freedom of movement by
2 use of threats of violence or force and/or menace by refusing to let him out of the vehicle and speeding
3 so that it would place Plaintiff's life in danger if he tried to exit the vehicle.

4 55. The confinement and restraint compelled Plaintiff to stay in the vehicle for an appreciable
5 time, no less than two hours.

6 56. Plaintiff did not knowingly or voluntarily consent to be kept in moving vehicle under
7 threat of death or injury.

8 57. Plaintiff was actually harmed.

9 58. Defendant GONZALEZ's conduct was a substantial factor in causing Plaintiff's harm.

10 59. Defendant Employer is liable for the unlawful conduct of GONZALEZ under the doctrine
11 of *Respondetl Superior* because GONZALEZ was acting within the scope of his employment with
12 Employer, and because Defendant Employer ratified and condoned GONZALEZ's conduct by refusing
13 to terminate or even punish GONZALEZ at all for his unlawful and harmful conduct.

14 60. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
15 special damages including but not limited to past and future loss of income, benefits, and other damages
16 to be proven at time of trial.

17 61. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
18 general damages including, but not limited to, shock, embarrassment, physical distress and injury,
19 humiliation, emotional distress, stress and other damages to be proven at the time of trial.

20 62. Defendants' acts or omissions as alleged herein were done maliciously, fraudulently, and
21 oppressively, in conscious disregard for Plaintiff's rights. Plaintiff is therefore entitled to recover punitive
22 damages from Defendants in an amount according to proof at trial.

1 **THIRD CAUSE OF ACTION**

2 **RETALIATION**

3 **LABOR CODE §98.6**

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

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

7 64. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against
8 an employee for political activities; for complaining that he or she is owed unpaid wages, for
9 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
10 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
11 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
12 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private
13 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code.
14 Thus, Section 98.6 prohibits an employer from discharging or in any manner discriminating or
15 retaliating against an employee who, among other things, has exercised her or her rights under that
16 Chapter, including the right to take meal breaks, and/or made a written or oral complaint that he or she
17 is owed unpaid wages. An employee who has been discharged or retaliated against in violation of
18 Labor Code §98.6 is entitled to recovery of a civil penalty against the employer in an amount not
19 exceeding ten thousand dollars (\$10,000.00) for each violation of that section.

20 65. Plaintiff is informed and believe, and based thereupon allege, that Plaintiff was
21 terminated from Plaintiff's employment with Defendants as a result of Plaintiff's complaints about not
22 being paid all wages due, not receiving meal and/or rest breaks, exercising Plaintiff's right to take meal
23 and/or rest breaks. Defendants' retaliatory animus is evidenced by, among other things, the following
24 facts:

25 • Plaintiff complained about GONZALEZ's dangerous and harmful conduct towards
26 Plaintiff, and the fact that he was placed in a dangerous situation with GONZALEZ. Plaintiff then
27 complained that he was being forced to work with this dangerous individual which was putting Plaintiff
28 and others at risk. Defendant Employer failed to address the dangerous situation in any meaningful

1 way, and any remedial action was never communicated to Plaintiff, causing him further injury.

2 • Plaintiff complained about and resisted Employer's unlawful wage and hour practices,
3 including but not limited to, failing to permit Plaintiff to take statutorily mandated meal and rest breaks
4 within the legally allotted time. When Plaintiff refused to clock out or otherwise indicate that he had
5 taken a meal break, when he in fact had not (at the instruction of his superiors), he was chastised and
6 retaliated against when Employer reduced his hours or completely took him off schedule, and then
7 finally by terminating him as a result of his complaints.

8 • Plaintiff complained about being forced to work overtime, and Employer's refusal to pay
9 him for those hours from time to time. Plaintiff was chastised for working "unauthorized" overtime,
10 despite the fact Plaintiff had no choice but to stay at jobsites for overtime hours given AWC's policy of
11 requiring workers to ride along with the foremen in company vehicles. Plaintiff could not just leave the
12 worksite as he had no transportation to do so.

13 66. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
14 Defendants, and Defendants' officers and/or managing agents, including Danny, Marcos, and those
15 identified herein as DOES 1-20, who were authorized and empowered to make decisions that reflect
16 and/or create policy for Defendants. The aforementioned conduct of said managing agents and
17 individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced
18 knowledge of the actions and conduct of said individuals whose actions and conduct were ratified,
19 authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this
20 time and are therefore identified and designated herein as DOES 1-20, inclusive.

21 67. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
22 by reference.

23 68. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
24 \$10,000.00 for Defendants' violations of Labor Code § 98.6.

25 69. Because the acts taken toward Plaintiff were carried out by managerial employees acting
26 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights
27 and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
28 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

FOURTH CAUSE OF ACTION
FOR RETALIATION
IN VIOLATION OF LABOR CODE §§ 1102.5 AND 1102.6
AGAINST EMPLOYER AND DOES 1-20

70. Plaintiff re-alleges and incorporates by reference all Paragraphs, inclusive, as though set forth in full herein.

71. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from discharging an employee or in any manner discriminating or retaliating against, or taking any adverse action against, an employee because, among other things, the employee disclosed information to a government or law enforcement agency, or to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. Pursuant to Labor Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.

72. Plaintiff reported suspected violations of the Labor Code to Plaintiff's supervisors at AWC, including, (a) not keeping a safe and healthy work environment pursuant to Labor Code §§ 6310 and 6400; (b) not permitting him to take statutory meal and rest breaks within the permitted time; and (c) being forced to work overtime but not being paid for it, and then being chastised for it.

73. Defendants subjected Plaintiff to adverse employment actions, including without limitation, reduction in hours, being taken off schedule, being reprimanded, and then ultimately termination because Plaintiff reported the suspected violations of the Labor Code to Plaintiff's supervisors.

74. Plaintiff's reports of these violations were a motivating and contributing factor for the adverse employment actions by Defendants against Plaintiff.

1 75. Said conduct violates Labor Code Labor Code §1102.5 and Labor Code §1102.6, and
2 such violations were a proximate cause in Plaintiff's damages as hereinabove stated.

3 76. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
4 by reference.

5 77. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
6 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

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

13 79. Plaintiff is also entitled to reasonable attorney's fees pursuant to Labor Code
14 § 1102.5(j).

15
16 **FIFTH CAUSE OF ACTION**
17 **FOR WRONGFUL TERMINATION**
18 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
19 **AGAINST EMPLOYER AND DOES 1-20**

20 80. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38, inclusive, as
21 though set forth in full herein.

22 81. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force
23 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
24 employees who complain about unpaid wages and/or attempt to exercise the rights under the Labor
25 Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of
26 individual employees and job applicants who could not otherwise afford to protect themselves from
27 violations of the Labor Code.

1 82. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force
2 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
3 employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a
4 government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's
5 broad public policy interest in encouraging workplace "whistleblowers," who may without fear of
6 retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether
7 the reporting is made to governmental agencies or to the employer itself, and irrespective of whether
8 the employee's suspicions are correct that the challenged conduct actually violates some law. Indeed,
9 the law in California is that an employee's good faith but mistaken belief in the illegality of his co-
10 workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistle-
11 blowing context.

12 83. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
13 engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in
14 Plaintiff's damages as stated below.

15 84. At all relevant times mentioned in this complaint, Labor Code §§923, 6310, and 6400, et
16 seq., were in full force and effect and were binding on Defendants.

17 85. Labor Code §6310 declares, in pertinent part, that no person shall discharge, or in any
18 manner discriminate against an employee, because the employee has made any oral or written complaint
19 to his employer with reference to employee safety or health. The public policy underlying Labor Code
20 §6310 is not merely to aid the reporting of actual safety violations; it is to prevent retaliation against those
21 who in good faith report working conditions they believe to be unsafe.

22 86. Labor Code §§6400, et seq., require that every employer shall furnish employment and a
23 place of employment that is safe and healthful for employees.

24 87. When read together, the foregoing statutes establish a fundamental public policy of the
25 State of California requiring employers to provide a safe and secure workplace, including a requirement
26 that an employer take reasonable steps to address credible threats of violence in the workplace.

27 88. Plaintiff believes and thereon alleges that his complaints regarding the safety and health
28 of the place of employment furnished by Defendants were factors in Defendants' decision to retaliate

1 against Plaintiff by refusing to investigate Plaintiff's complaints of harassment and discrimination, by
2 failing to prevent harassment and discrimination, defaming Plaintiff, cutting Plaintiff's hours and pay,
3 and by terminating Plaintiff, as alleged hereinabove.

4 89. Such discrimination and retaliation against Plaintiff who, in good faith, reported working
5 conditions he believed to be unsafe were a proximate cause in Plaintiff's damages as stated below.

6 90. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
7 by reference.

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

14
15 **SIXTH CAUSE OF ACTION**
16 **FOR FAILURE TO PAY MINIMUM WAGES**
17 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
18 **AGAINST EMPLOYER AND DOES 1-20**

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

21 93. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
22 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
23 hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum
24 wage for every hour worked.

25 94. The minimum wage requirements in California in effect for the bulk of the duration of
26 Plaintiff's employment with AWC was \$13.00 an hour for employers with 26 or more employees, and
27 \$12.00 an hour for employers with 25 employees or less. Plaintiff is informed and believes that Employer
28 had more than 26 employees during the relevant time period.

1 95. In the four years immediately preceding the filing of this complaint, Employers failed and
2 refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code
3 §1182.12, in each of the following ways:

4 a. From October 1, 2019 to January 6, 2021, Plaintiff worked approximately 500
5 hours which were left unpaid.

6 96. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum
7 wages in the amount of \$6,500.

8 97. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
9 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action
10 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between
11 the straight time compensation paid and applicable minimum wage, including interest thereon.

12 98. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable
13 attorneys' fees and costs incurred by Plaintiff in this action.

14 99. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
15 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
16 additional \$6,500, plus interest thereon.

17
18 **SEVENTH CAUSE OF ACTION**
19 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
20 **LABOR CODE §§510, 1194**
21 **AGAINST EMPLOYER AND DOES 1-20**

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

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

1 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
2 consecutive day of work.

3 102. At all relevant times, Defendants required Plaintiff to work more than eight hours per
4 day and/or more than 40 hours per workweek.

5 103. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
6 compensation required by Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare
7 Commission Order No. 16-2001.

8 104. In the four years last past and during the relevant time period from October 1, 2019 and
9 January 6, 2021, Plaintiff worked 500 hours of overtime which was left unpaid.

10 105. During the relevant time period, Plaintiff's regular hourly rate was \$18.00 per hour and
11 his overtime rate was therefore, \$27.00 per hour.

12 106. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
13 Code §510, 8 Code Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

14 107. Thus, for the entirety of the relevant time period set forth above, Plaintiff is owed overtime
15 wages of \$13,500.

16 108. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
17 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
18 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

19
20 **EIGHTH CAUSE OF ACTION**
21 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
22 **LABOR CODE §§226.7, 512**
23 **AGAINST EMPLOYER AND DOES 1-20**

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

26 110. Labor Code §512 requires employers to provide every employee with an uninterrupted
27 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.
28

1 111. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
2 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
3 thereof.

4 112. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and
5 was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each
6 day of work. In the four years last past, Plaintiff also periodically worked in excess of 10 hours per day,
7 and was thereby entitled to take uninterrupted two 30-minute meal periods and two 10-minute rest periods
8 on each day of work

9 113. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
10 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
11 applicable sections of 8 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-
12 2001, as follows:

13 a. From approximately October 1, 2019 to January 6, 2021, Plaintiff's statutory 30-
14 minute meal periods were missed, interrupted or cut short approximately five times per week for 66
15 weeks, or on approximately 330 days. During this same time period, Plaintiff was deprived of one or
16 more of Plaintiff's statutory 10-minute rest periods on approximately 330 days (5 days per week for 66
17 weeks).

18 114. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
19 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-2001. Consequently,
20 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
21 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
22 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
23 that Plaintiff was denied such rest periods.

24 115. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
25 period is \$5,940 for each missed rest break and an additional \$5,940 for each missed meal period, for a
26 total of \$11,880.

27 116. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
28 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

1 117. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
2 such amounts in the combined amount of \$11,880, pursuant to Labor Code §226.7(b), plus interest
3 thereon and costs of suit.

4 **NINTH CAUSE OF ACTION**
5 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
6 **LABOR CODE §§226 ET SEQ.**
7 **AGAINST EMPLOYER AND DOES 1-20**

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

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

18 120. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
19 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
20 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
21 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
22 by Plaintiff.

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

24 122. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
25 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
26 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
27 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
28 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting

1 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
2 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
3 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

4 123. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
5 §226 approximately 26 times during the one year preceding the filing of this complaint. Consequently,
6 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
7 amount of \$4,000.00, whichever is greater.

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

11
12 **TENTH CAUSE OF ACTION**
13 **FOR WAITING TIME PENALTIES**
14 **LABOR CODE §§201-203**
15 **AGAINST EMPLOYER AND DOES 1-20**

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

18 126. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
19 other compensation due immediately upon termination or within 72 hours of resignation, as required.
20 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
21 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
22 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
23 203.

24 127. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
25 203.

26 128. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
27 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
28

1 more than \$7,560 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
2 \$252, inclusive of overtime.

3 129. Based on Defendants' conduct as alleged herein, Defendants are liable for \$7,560 in
4 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
5 fees and costs.

6
7 **ELEVENTH CAUSE OF ACTION**
8 **FOR PRIVATE ATTORNEY GENERAL ACT**
9 **LABOR CODE §2699**
10 **AGAINST EMPLOYER AND DOES 1-20**

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

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

16 132. Plaintiff and the Classes are aggrieved employees within the meaning of Labor Code
17 §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations
18 against the Classes, as previously pleaded in this Complaint.

19 133. On October 1, 2021, and more than 65 calendar days before filing this First Amended
20 Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency and
21 notice by certified mail to Defendants of the specific provisions of the California Labor Code that
22 Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a) by citing the specific
23 provision of the Labor Code alleged to have been violated, including the facts and theories sufficient to
24 support the alleged violations.

25 134. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code §2699.5
26 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code
27 §2699.3(a) and §2699.3(c) apply to this action.

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 now commence a civil action, pursuant to Labor Code §2699.3.

136. Further, as of the filing of this Complaint, Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

PENALTIES

137. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties, as follows:

a. As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

b. As applicable, civil penalties under Labor Code §98.6 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code §98.6, in the amount of \$10,000 per aggrieved employee for each violation of this section, to be awarded to the employee or employees who suffered the violation;

c. As applicable, civil penalties under Labor Code §1102.5 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code §§1102.5, in the amount of \$10,000 for each aggrieved employee for each violation; and

1 d. As applicable, any and all additional applicable civil penalties and sums as
2 provided by the Labor Code and/or other relevant statutes.

3 138. In addition, Plaintiff and the aggrieved employees seek and are entitled to seventy-five
4 percent (75%) of applicable penalties obtained under Labor Code §2699 to be allocated to the LWDA,
5 for education of employers and employees about their rights and responsibilities under the Labor Code,
6 and twenty-five percent (25%) to the aggrieved employees.

7 139. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
8 recovery of pre-judgment interest on all amounts recovered herein.

9 140. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to
10 Labor Code §§2699(g)(1) and any other applicable statute

11
12 **TWELFTH CAUSE OF ACTION**
13 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**
14 **LABOR CODE §§ 1198.5 and 226(f)**
15 **AGAINST EMPLOYER AND DOES 1-20**

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

18 142. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request
19 thereof, to inspect or receive a copy of an employee's personnel records. An employer's failure to do so
20 subjects the employer to a \$750.00 penalty, payable to the employee.

21 143. Labor Code § 226(c) requires an employer, within twenty-one (21) days of a written or
22 oral request to receive a copy of the employee's payroll records, to comply with said request.

23 144. On February 19, 2021, Plaintiff made a written request to inspect or receive a copy of
24 Plaintiff's personnel and payroll records from Defendants, which Defendants received.

25 145. Defendants failed and refused to comply with Plaintiff's request for copies of personnel
26 and payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff
27 within the time required by the statutes cited herein, or ever.
28

146. As a result of Defendants' failure and refusal to comply with Plaintiff's request for records pursuant to the above-cited statutes, Plaintiff is entitled to a statutory penalty of \$750.00 pursuant to Labor Code § 1198.5, and an additional \$750.00 pursuant to Labor Code § 226(f).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$1,000,000 as follows:

1. For a money 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 civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;

3. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than \$10,000.00;

4. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 16-2001, in the amount of no less than \$6,500;

5. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$6,500, plus interest;

6. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194, Industrial Welfare Commission Order No. 16-2001, and 8 Code of Regulations §11160, in the amount of no less than \$13,500;

7. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512, in the amount of no less than \$11,880;

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

9. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less than \$7,560;

1 10. For statutory penalties pursuant to Labor Code §2699(f), in addition to and entirely apart
2 from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in
3 the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each
4 aggrieved employee per pay period for each subsequent violation;

5 11. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §218.6,
6 Labor Code §1194(a), and/or Civil Code §3287;

7 12. For statutory penalties pursuant to Labor Code §1198.5 in the amount of no less than
8 \$750.00;

9 13. For statutory penalties pursuant to Labor Code §226(f) in the amount of no less than
10 \$750.00;

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

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

15 15. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
16 condemning Defendants' unlawful practices;

17 16. For injunctive relief barring Defendants' retaliatory employment policies and practices in
18 the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

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

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

25 19. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code, Civil
26 Code §1021.5, and/or any other basis;

27 20. For post-judgment interest; and
28

1 21. For any other relief that is just and proper.

2 DATED: January 5, 2022

GUERRA & CASILLAS LLP

3
4 By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
CHRISTIAN VENEGAS

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12 **JURY TRIAL DEMANDED**

13 Plaintiff demands trial of all issues by jury.

14 DATED: January 5, 2022

GUERRA & CASILLAS LLP

15
16 By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
CHRISTIAN VENEGAS