

Sam A. Donabedian, Esq. (304196)
sdonabedian@donabedianlaw.com
Adam H. Donabedian, Esq. (321003)
adonabedian@donabedianlaw.com
DONABEDIAN LAW, APC
2829 Townsgate Rd., Suite 100
Westlake Village, CA 91361
Telephone: (818) 649-3220
Facsimile: (818) 649-3230

Attorney for CRESCENCIO GONZALEZ ORTEGA

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

CRESCENCIO GONZALEZ ORTEGA in his
individual capacity, and on behalf of himself and
all other aggrieved employees

Plaintiffs,

v.

ABOVE ALL PROPERTY MANAGEMENT,
LLC AND ABE BAK, DOES 1 to 100, inclusive

Defendants.

NO. 23BBCV02645

1. Meal Period Violation
2. Rest Period Violation
3. Overtime Violations
4. Wage Statement Penalty
5. Waiting Time Penalty
6. Labor Code section 2802 Violation
7. Violation of Unfair Competition Law
8. PAGA Penalties
9. Whistleblower Retaliation Labor Code
Section 1102.5
10. Retaliation Labor Code section 98.6
11. Intentional Infliction of Emotional
Distress
12. Wrongful Termination

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

THE PARTIES

1. Plaintiff Cresencio Gonzalez Ortega ("CGO") is a resident of Los Angeles County.
2. CGO and all other aggrieved employees that worked for Defendants in the state of California shall be referred to herein as ("Plaintiffs").
3. Defendant Above All Property Management, LLC ("ALPM") is a California limited liability company based on information and belief, that is located in Los Angeles County.
4. Defendant Abe Bak, ("BAK") based on information and belief, is a natural person that

FILED
Superior Court of California
County of Los Angeles

11/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Oliva Deputy

1 resides in Los Angeles County.

2 5. ALPM, BAK and DOES 1 to 100 are collectively referred to herein as “Defendants.”

3 6. Plaintiffs does not know the true names and capacities of Does 1 to 100 and therefore uses
4 fictitious names. Plaintiffs will amend the Complaint pursuant to Code of Civil Procedure section
5 474 to allege the true names and capacities when ascertained.

6 7. On information and belief, Plaintiffs allege that each Defendants, directly or indirectly, or
7 through agents or other persons, employed Plaintiffs and exercised control over their wages, hours,
8 and working conditions. On information and belief, Plaintiffs allege that each Defendants acted in
9 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
10 joint employers, integrated enterprise, business plan or policy in all respects pertinent hereto, and
11 the act of each Defendants are legally attributable to the other Defendants.

12 8. BAK is the manager and member of ALPM.

13 9. BAK violated, or caused to be violated, the Labor Code sections as alleged herein and is
14 thus personally liable for those violations pursuant to Labor Code sections 558 and 558.1.
15 Specifically, BAK created and instituted the employment arrangement and compensation plan
16 which included the misclassification of Plaintiffs as 1099 independent contractor as well as the
17 failure to have wage & hour policies related to but not limited to overtime, meal & rest break, wage
18 statements, waiting time penalties, and reimbursement of expenses.

19 **JURISDICTION AND VENUE**

20 10. Venue as to each Defendants are proper in this judicial district, pursuant to Code of Civil
21 Procedure section 395. Defendants based on information and belief, employ approximately 30 in
22 Los Angeles County, thereby conducting significant business in Los Angeles County, and each
23 Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts
24 alleged herein have a direct effect on Plaintiffs and those similarly aggrieved within the State of
25 California and within Los Angeles County. There is no federal question at issue, as the issues
26 herein are based solely on California statutes and law, including the Labor Code and IWC Wage
27 Order.

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2 **GENERAL ALLEGATIONS**

3 11. Defendants are in the business of property management. Defendants manage approximately
4 six (6) different residential buildings in the city of Los Angeles and Los Angeles County.

5 12. Beginning in or around August of 2022, Defendants engaged Plaintiffs to perform services
6 of maintenance on the buildings Defendants were managing. An essential part of Defendants
7 management business was to provide maintenance services which includes but is not limited to
8 fixing units that were damaged, painting, dry wall, plumbing, and electrical work. Defendants hired
9 and/or engaged approximately twenty (30) other individuals to perform services as CGO.

10 13. CGO was hired as one of Defendants maintenance workers. At the time of his employment,
11 CGO lived in unit 12 located at 14235 Vanowen St., Van Nuys, CA which was one of the buildings
12 Defendants managed.

13 14. During the time Plaintiffs worked for Defendants, Plaintiffs did not have any other source
14 of work or jobs and worked exclusively for Defendants.

15 15. As a requirement of performing services for Defendants, Plaintiffs were required to clock in
16 and out on a timeclock system that was provided by Defendants. Defendants would pay Plaintiffs
17 by the hour for maintenance work in accordance with the hours that were tracked on Defendants
18 timeclock system.

19 16. Based on information and belief, Defendants paid Plaintiffs weekly. Defendants never
20 required Plaintiffs to submit any invoice to collect payment for their services. Nor did Defendants
21 ever issue to Plaintiffs any corresponding paystubs with typical W-tax withholdings. Rather,
22 Plaintiffs on information and belief, were always paid on a 1099 basis. Based on information and
23 belief, Defendants did not secure any workers compensation insurance for Plaintiffs during the time
24 they were misclassified as independent contractors by Defendants.

25 17. In or around November 2022, Margarita who worked for Defendants handed CGO a W9 for
26 year 2022 and requested that CGO sign the W9. In or around March 10, 2023, CGO requested an
27 explanation from Margarita as to why no taxes were deducted from his paycheck and questioned
28 why Defendants were providing him with an IRS W9 instead of an IRS W2. In addition, CGO

1 questioned Margarita as to why he did not receive any wage statements showing deductions for
2 taxes. Margarita explained to CGO that the arrangement was that he was an independent
3 contractor, not an employee, and told CGO that Margarita was classified as an independent
4 contractor as well. CGO then complained to Mandi his direct supervisor that the “arrangement”
5 was not legal and not fair to him. CGO explained that he was absorbing a lot of costs such as
6 mileage and cell phone costs related to the work he is performing for Defendants with no
7 reimbursements. This was eating away at this income because he was incurring these costs on a
8 weekly basis. CGO told Mandi that the pay structure was not appropriate because Defendants were
9 not deducting taxes out of his paycheck or providing workers compensation insurance to Plaintiffs.
10 CGO also complained to Mandi that he was entitled to additional overtime that was still
11 outstanding to him. CGO then requested proper classification as an employee with proper
12 deductions and proper pay.

13 18. Mandi responded to CGO that she had to talk to BAK about the issues presented by CGO.
14 Mandi returned from meeting with BAK and terminated CGO. Mandi also requested that CGO
15 turn over his keys to his apartment where he was living and to vacate the premises as his work
16 relationship is terminated immediately. CGO termination occurred within a minutes of his
17 complaints and/or conversation with Mandi about Defendants pay structure.

18 19. After terminating CGO, Defendants started to send correspondence to CGO to start the
19 eviction process. This correspondence occurred right after CGO complained about Defendants
20 employment policies and after CGO was terminated by Defendants. Before CGO’s termination,
21 Defendants never sent correspondence to CGO threatening CGO with eviction proceedings.
22 Defendants knew that CGO did not have any other place to live and by threatening and/or evicting
23 him from his apartment it would render him essentially homeless. Defendants retaliating and
24 terminating CGO based on his complaints related to unlawful business practices have caused CGO
25 severe emotional distress and anxiety.

26 20. Defendants eviction threats directed at CGO have been ongoing from in or around March
27 2023 to approxamtely September 2023. During this time, there was no employment relationship
28 between CGO and Defendants.

1 21. During the time of employment, Plaintiffs were never reimbursed for out-of-pocket
2 expenses associated with mileage that was incurred from driving to different locations managed by
3 Defendants to perform maintenance work. Plaintiffs were also never reimbursed any cell phone
4 charges for cell phones that were required to be used to communicate with Defendants in order to
5 perform their work.

6 22. At all times during Plaintiffs employment with Defendants, Defendants did not have any
7 meal or rest break policies. Plaintiffs would not receive their meal breaks or rest breaks within the
8 time required by the California labor code.

9 23. Plaintiffs also worked over eight hours in a day and/or 40 hours in a week without being
10 paid overtime compensation.

11 24. Plaintiffs have never been paid all outstanding wages at the time of their termination which
12 include meal & rest break premiums and overtime wages.

13 25. During the time Plaintiffs were employed by Defendants, Plaintiff were never provided any
14 wage statements as required by the Labor Code.

15 26. During the time Plaintiffs were employed by Defendants, Plaintiff never provided Plaintiffs
16 with any available sick leave pay as required by the Labor Code.

17 27. As a result of the misclassification, Plaintiffs were not afforded the rights that they were
18 entitled to under the Labor Code and Wage Orders, including, but not limited to, meal breaks, rest
19 breaks, compensation for overtime worked, compliant wage statements, reimbursement of expenses
20 including but not limited to mileage expenses and cell phone charges, sick leave pay, and payment
21 of all wages at the conclusion of their employment with Defendants.

22 28. Plaintiffs notified the Labor and Workforce Development Agency and Defendants on
23 August 23, 2023, of their intent to seek PAGA penalties, as required by Labor Code section 2699.3.
24 Since it has been more than 65 days since the notice letter was sent, PAGA penalties can now be
25 requested.

26 29. As of the date of the filing of this complaint, the LWDA has not provided Plaintiffs with
27 written notice that it intends to investigate the alleged violations of the Labor Code. Accordingly,
28 Plaintiffs have satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a

1 civil action to recover civil penalties under the PAGA, in addition to other remedies.

2 **FIRST CAUSE OF ACTION**

3 **MEAL PERIOD VIOLATION**

4 By CGO Against All Defendants

5 30. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

6 31. Labor Code section 226.7 requires employers to provide its employees meal periods as
7 mandated by IWC Wage Order 5-2001 and Labor Code section 512(a).

8 32. The meal periods must be at least 30 minutes for every five hours worked.

9 33. CGO did not get proper meal periods due to the misclassification.

10 34. As a result, Defendants owe premium pay pursuant to Labor Code section 226.7 for each
11 missed break, which is one additional hour of pay at her regular rate of compensation for each day
12 that the meal period was not provided or when they were required to take on-duty and/or non-
13 compliant meal periods.

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15 **SECOND CAUSE OF ACTION**

16 **REST PERIOD VIOLATION**

17 By GGO Against All Defendants

18 35. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

19 36. Pursuant to Paragraph 12 of IWC Wage Order 5, every employer shall authorize and permit
20 all employees to take rest periods of ten minutes per each four hours worked and shall be counted
21 as time worked. During this ten-minute rest period, employees are to be relieved of all work duties.

22 37. CGO was denied duty-free rest periods since he did not receive proper rest breaks based on
23 the willful misclassification.

24 38. Pursuant to Labor Code section 226.7 if an employer fails to provide an employee with a
25 rest period, the employer shall pay the employee one hour of pay at the employee's regular rate of
26 compensation for each workday that a rest period is not provided.

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2 **THIRD CAUSE OF ACTION**

3 OVERTIME VIOLATIONS

4 By CGO Against All Defendants

5 39. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

6 40. CGO were required to work in excess of eight hours in a day and/or forty hours in a week
7 without being properly compensated for all wages earned.

8 41. CGO was not compensated for all overtime that he was entitled to during the course of his
9 employment.

10 42. Therefore, Defendants did not pay CGO overtime for all hours worked over eight in a day
11 or forty hours in a week.

12 43. As a direct result, CGO have suffered and continues to suffer substantial losses related to
13 the use and enjoyment of such compensation, wages, and lost interest on such monies.

14 **FOURTH CAUSE OF ACTION**

15 WAGE STATEMENT PENALTY

16 By CGO Against All Defendants

17 44. CGO incorporates by reference paragraphs 1 to 29 of Complaint.

18 45. The relevant portion of Labor Code section 226(a) states:
19 Every employer shall, semimonthly or at the time of each payment of wages, furnish
20 each of his or her employees, either as a detachable part of the check, draft, or
21 voucher paying the employee's wages, or separately when wages are paid by
22 personal check or cash, an accurate itemized statement in writing showing (1) gross
wages earned, (2) total hours worked by the employee, except for any employee
whose compensation is solely based on a salary and who is exempt from payment of
overtime under subdivision (a) of Section 515 or any applicable order of the
Industrial Welfare Commission.

23 46. Defendants did not provide CGO any itemized wage statements based on the willful
24 misclassification.

25 47. After wage statements were provided, they did not reflect the proper regular rate of pay,
26 overtime wages, gross wages, net wages, and did not reflect sick pay leave time available to CGO.

27 48. As a result of this knowing and intentional failure to comply with Labor Code section 226,
28 CGO is entitled to \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for

each violation in subsequent pay periods, plus attorney fees.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTY

By CGO Against All Defendants

49. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

50. CGO are still owed wages when he stopped working for Defendants. Specifically, CGO was never paid the overtime wages and meal & rest premiums that are outstanding.

51. Consequently, pursuant to Labor Code section 203 the waiting time penalty applies, which is 30 days of wages.

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 2802

By CGO Against All Defendants

52. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

53. CGO incurred costs for expenditures as a direct consequence of the discharge of his duties. These expenditures include but are not limited to the mileage costs for mandatory and necessary traveling required by Defendants back and forth from properties that were managed by Defendants and monthly costs for cell phone charges that were required to be used to communicate with Defendants related to work.

54. Defendants did not reimburse CGO for his expenditures described herein that were incurred in direct consequence of the discharge of her duties and is therefore in violation of Labor Code section 2802.

55. CGO is entitled to reimbursement of all necessary expenditures including but not limited to reasonable costs and attorney's fees.

SEVENTH CAUSE OF ACTION

VIOLATION OF UNFAIR COMPETITION LAW

By CGO Against All Defendants

56. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

57. This claim is being brought under the unlawful prong of the UCL on the basis that

1 Defendants violated provisions of the Labor Code.

2 58. Business & Professions Code section 17200 prohibits acts of unfair competition, which
3 include any “unlawful, unfair or fraudulent business act or practice....”

4 59. As a result of Defendants: (1) failure to pay Plaintiff premium pay for missed meal and rest
5 breaks; (2) failure to pay overtime; (3) failure to reimburse business related expenses; and (4)
6 willful misclassification of Plaintiff as an independent contractor, the court is authorized to enter an
7 order for restitution under Section 17203.

8 **EIGHTH CAUSE OF ACTION**

9 **PAGA PENALTIES**

10 **By Plaintiffs Against All Defendants**

11 60. Plaintiffs incorporates by reference paragraphs 1 to 29 of the Complaint.

12 61. PAGA allows employees to bring actions against their employer on behalf of themselves as
13 well as former and current aggrieved employees when the employer had violated a provision of the
14 Labor Code.

15 62. In order to bring a PAGA action, there must be an underlying Labor Code violation, which
16 the individual is pursuing on behalf of themselves and other similarly situated aggrieved
17 employees. Here, the violation that forms the basis of Plaintiffs’ PAGA claims are : 1) Defendants
18 failure to provide duty free meal and rest breaks; 2) Defendants failure to pay “premium pay” for
19 missed meal and rest breaks; 3) Defendants failure to pay overtime for all hours in excess of eight
20 (8) hours in a day and forty (4) hours in a week; 4) Defendants failure to reimburse all work related
21 expenditures; 5) Defendants failure to pay all wages at the time of termination or within 72 hours
22 of resignation or on the date of termination; 6) Defendants failure to reimbursement all related
23 business expenses; 7) Defendants willful misclassification of Plaintiffs and the Aggrieved
24 Employees; and 8) Failure to provide sick leave pay as required by law.

25 63. Plaintiffs notified the Labor and Workforce Development Agency and Defendants on
26 August 23, 2023, of their intent to seek PAGA penalties, as required by Labor Code section 2699.3.

27 64. More than 65 days has passed since Plaintiffs gave the LWDA notice of their intent to bring
28 the instant claim. As of the date of this filing, the LWDA has not provided Plaintiffs with any

1 notice of its intent to act or refrain from acting with regard to this claim. Pursuant to section
2 2699.3, Plaintiffs may now bring the present action for PAGA penalties.

3 65. Pursuant to Labor Code section 558, there is a civil penalty of \$50 for the first violation and
4 \$100 for each subsequent violation per employee per pay period for violation of Labor Code
5 section 512 or any provision relating to hours and days of work in any IWC Wage Order.

6 66. Pursuant to Labor Code section 1197.1 and 558, there is a civil penalty of \$100.00 for the
7 first violation and \$250.00 for each subsequent violation for violation of Labor Code section 1194
8 or any provisions relating the payment wages, hours, and working conditions in any IWC Wage
9 Order.

10 67. Pursuant to Labor Code section 226.3, there is a penalty of \$250 per employee for the first
11 offense, and \$1000 per employee for each subsequent offense for violations of Labor Code section
12 226 subdivision (a).

13 68. Pursuant to Labor Code section 210, there is a penalty of \$100 per employee for the first
14 offense, and \$200 per employee for each subsequent offense for violations of Labor Code sections
15 204.

16 69. Pursuant to Labor Code section 226.8, there is a penalty of \$5,000.00 and not more than
17 \$15,000.00 for each violation for willful misclassification of an individual as an independent
18 contractor.

19 70. Pursuant to Labor Code section 2699 subdivision (f), there is a penalty of \$100 per
20 employee for the first offense, and \$200 per employee for each subsequent offense for those
21 violations that do not specify a penalty.

22 71. Pursuant to Labor Code section 248.5, there is a penalty of \$250 dollars, but not to exceed
23 \$4,000.

24 72. Pursuant to Labor Code section 2699 subdivision (g), Plaintiff is entitled to recover attorney
25 fees and costs.

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2 **NINTH CAUSE OF ACTION**

3 WHISTELBLOWER RETALIATION LABOR

4 CODE SECTION 1102.5

5 By CGO Against ALPM and Does 1 to 100

6 73. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

7 74. Labor Code § 1102.5 protects whistleblowers from retaliation from disclosing information
8 to the government or a law enforcement agency, to a person with authority over the employee, or
9 because the employer believes that the employee would report these facts to the government.

10 75. At all times mentioned, Labor Code § 1102.5 was in full force and effect and was binding
11 on Defendants as an employers covered by the law.

12 76. CGO was terminated by Defendants after a significant period of wholly satisfactory,
13 competent, and diligent performance to the profit of Defendants. Specifically, Defendants
14 retaliated against CGO after he started complaining to Defendants about the unlawful pay structure
15 that Defendants had in place during the time of his employment. Specifically, CGO complained to
16 Defendants regarding the inappropriate issuance of a W9 instead of a W2 and the failure deduct
17 lawful taxes from CGO's paycheck. Lastly, CGO complained that he was not reimbursed any costs
18 that came out of his pocket for mileage and cell phone charges that were required and necessary to
19 perform his job duties. Within minutes of these complaints, CGO was terminated from his work
20 relationship with Defendants.

21 77. As a direct and proximate result of this retaliation, CGO has sustained general damages,
22 according to proof at trial.

23 78. As a further direct and proximate result of this retaliation, CGO was unable to maintain his
24 employment and thereby has sustained economic damages, according to proof at trial.

25 **TENTH CAUSE OF ACTION**

26 RETALIATION LABOR CODE

27 SECTION 98.6, ET SEQ

28 By CGO Against ALPM and Does 1 to 100

1 79. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

2 80. Labor Code § 98.6, et seq., protects employees and applicants from discrimination,
3 retaliation, or any adverse action because the employee or applicant engaged in any conduct
4 delineated in the Labor Code, or because of the exercise of by the employee or applicant for
5 employment on behalf of himself, herself, or others of any rights afforded to him or her.

6 81. Any employee who is discharged, threatened with discharge, demoted, suspended, retaliated
7 against, subjected to an adverse action, or in any other manner discriminated against in the terms
8 and conditions of his or her employment because the employee engaged in any conduct delineated
9 by Chapter 4 of the Labor Code shall be entitled to reinstatement and reimbursement for lost wages
10 and work benefits caused by those acts of the employer.

11 82. At all times mentioned, Labor Code § 98.6 *et seq.*, was in full force and effect, and was
12 binding on Defendants as an employers covered by the law.

13 83. CGO was terminated by Defendants after a significant period of wholly satisfactory,
14 competent, and diligent performance to the profit of Defendants. Specifically, Defendants
15 retaliated against CGO after he started complaining to Defendants about the unlawful pay structure
16 that Defendants had in place during the time of his employment. Specifically, CGO complained to
17 Defendants regarding the inappropriate issuance of a W9 instead of a W2 and the failure deduct
18 lawful taxes from CGO's paycheck. Lastly, CGO complained that he was not reimbursed any costs
19 that came out of his pocket for mileage and cell phone charges that were required and necessary to
20 perform his job duties. Within minutes of these complaints, CGO was terminated from his work
21 relationship with Defendants.

22 84. As a direct and proximate result of this retaliation, CGO has sustained general damages,
23 according to proof at trial.

24 85. As a further direct and proximate result of this retaliation, CGO was unable to maintain his
25 employment and thereby sustained economic damages, according to proof at trial.

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ELEVENTH CAUSE OF ACTION

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INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

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By CGO Against ALPM and Does 1 to 100

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86. CGO incorporates by reference paragraphs 1 to 29 of the Complaint.

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87. ALPM and Does 1 to 100 conduct was extreme and outrageous in that after CGO

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complained to ALPM and Does 1 to 100 about the issues regarding his pay and employment,

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ALPM and Does to 100 terminated his employment. After terminating CGO, ALPM and Does 1 to

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100 started threatening CGO with eviction notices after CGO was terminated by ALPM and Does

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1 to 100 about unlawful business practices. These threats and correspondence have continued from

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March 2023 to in or around September 2023.

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88. ALPM and Does 1 to 100 intended to cause CGO emotional distress and/or acted with

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reckless disregard of the probability that CGO would suffer emotional distress, knowing that CGO

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was present when the conduct occurred and/or directed toward him.

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89. CGO has suffered severe emotional distress.

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90. ALPM and Does 1 to 100 conduct was substantial factor in causing CGO's severe

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emotional distress.

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91. As a proximate result of ALPM and Does 1 to 100 extreme and outrageous conduct, CGO

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has suffered and continues to suffer severe emotional distress. CGO has sustained and continues to

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sustain substantial losses of earnings and other employment benefits as a result of being

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emotionally distressed.

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92. As a proximate result of ALPM and Does 1 to 100 extreme and outrageous conduct, CGO

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has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain

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and anguish, all to his damage in a sum according to proof.

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93. ALPM and Does 1 to 100 misconduct was committed intentionally, in a malicious,

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oppressive, despicable, and fraudulent manner, entitling CGO to punitive damages.

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2 **TWELFTH CAUSE OF ACTION**

3 **WRONGFUL TERMINATION**

4 By CGO Against ALPM and Does 1 to 100

5 94. CGO incorporates by reference paragraphs 1 through 29 of this Complaint.

6 95. ALPM and Does 1 to 100 terminated CGO's employment in violation of various
7 fundamental public policies underlying both state. Specifically, CGO's employment was
8 terminated because of CGO's complaint to ALPM related to payment policies and misclassification
9 as an independent contractor. These actions were in violation of the California Labor Code and
10 Business and Professions Code.

11 96. As a proximate result of ALPM and Does 1 to 100 wrongful termination of CGO's
12 employment in violation of fundamental public policies, CGO has suffered and continues to suffer
13 humiliation, emotional distress, and mental pain and anguish, all to his damage in a sum according
14 to proof.

15 97. As a result of ALPM and Does 1 to 100 wrongful termination of plaintiff's employment,
16 CGO has suffered general and special damages in sums according to proof.

17 98. ALPM and Does 1 to 100 wrongful termination of CGO employment was done
18 intentionally, in a malicious, oppressive, despicable, and fraudulent manner, entitling CGO to
19 punitive damages.

20 **PRAYER**

21 First Cause of Action

22 1. Premium pay

23 2. Other relief the court deems proper

24 3. Interest

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26 Second Cause of Action

27 1. Premium pay

28 2. Other relief the court deems proper

1 3. Interest

2 Third Cause of Action

3 1. Overtime Wages

4 2. Attorneys' fees and costs

5 3. Interest

6 4. Other relief the court deems proper

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8 Fourth Cause of Action

9 1. Wage statement penalty

10 2. Attorney fees and costs

11 3. Other relief the court deems proper

12

13 Fifth Cause of Action

14 1. Waiting time penalty

15 2. Other relief the court deems proper

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17 Sixth Cause of Action

18 1. Reimbursement of costs

19 2. Attorney's fees

20 3. Other relief the court deems proper

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22 Seventh Cause of Action

23 1. Restitution

24 2. Other relief the court deems proper

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26 Eighth Cause of Action

27 1. Civil Penalties pursuant to Labor Code section 558

28 2. Civil Penalties Pursuant to Labor Code section 1197.1

- 1 3. Civil Penalties pursuant to Labor Code section 226.3
- 2 4. Civil Penalties pursuant to Labor Code section 210
- 3 5. Civil Penalties pursuant to Labor Code section 226.8
- 4 6. Civil Penalties pursuant to Labor Code section 248.5
- 5 7. Civil Penalties pursuant to Labor Code section 2699 subdivision (f)
- 6 8. Attorney fees pursuant to Labor Code section 2699 subdivision (g)
- 7 9. Other relief the court deems proper

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9 Ninth Cause of Action

- 10 1. Civil Penalty of \$10,000.00
- 11 2. General damages
- 12 3. Attorney's fees, costs, and interest
- 13 4. Other relief the court deems proper

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15 Tenth Cause of Action

- 16 1. Reinstatement and Reimbursement of lost wages and work benefits
- 17 2. Civil Penalty of \$10,000.00
- 18 3. Interest
- 19 4. Other relief the court deems proper

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21 Eleventh Cause of Action

- 22 1. General and Compensatory Damages
- 23 2. Punitive Damages
- 24 3. Other relief the court deems proper

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- 1 Twelfth Cause of Action
- 2 1. General and Compensatory Damages
- 3 2. Punitive Damages
- 4 3. Other relief the court deems proper

5 Date: November____, 2023

DONABEDIAN LAW, APC

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Sam A. Donabedian, Esq.
Adam H. Donabedian, Esq.
Attorney for Plaintiffs
Crescencio Gonzalez Ortega and Aggrieved
Employees