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13 ANGEL VASQUEZ MONTES

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 11 2022

By Kayla Estrada Deputy
Kayla Estrada

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANGEL VASQUEZ MONTES, an individual,

Plaintiff,

v.

L&L NURSERY SUPPLY INC., a California
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. **CIV SB 2214477**

COMPLAINT FOR DAMAGES FOR:

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
3. **FAILURE TO PROVIDE MEAL PERIODS (FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS) (I.W.C. WAGE ORDER NO. 16-2001, CAL. LABOR CODE §§512, 226.7);**
4. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
5. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**
6. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ)**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

FAXED

1 COMES NOW PLAINTIFF, ANGEL VASQUEZ MONTES, and for causes of action against
2 the Defendants and each of them, alleges as follows:

3
4 **JURISDICTION**

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

9
10 **THE PARTIES**

11 2. Plaintiff, ANGEL VASQUEZ MONTES, is and at all times relevant hereto was a resident
12 of the County of San Bernardino, State of California.

13 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
14 hereto, Defendant L&L NURSERY SUPPLY INC. (hereinafter referred to as "L&L", or
15 "DEFENDANT,") was and is a California limited partnership doing business in the County of San
16 Bernardino, State of California.

17 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
18 hereto, Employers owned and operated a Security Services company.

19 5. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
20 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
21 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
22 persons and are therefore subject to the jurisdiction of this Court.

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

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

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

14 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
15 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
16 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
17 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
18 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
19 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
20 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
21 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
22 actually causing Plaintiff harm.

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

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ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER

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

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

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

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

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

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

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

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

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

FACTUAL ALLEGATIONS

16. In or around 2015, Plaintiff began working for Defendant as an Order Puller. Plaintiff was and is a non-exempt, full-time employee, until on or about October 26, 2021.

16. In or around 2015, Plaintiff began working for Defendant as an Order Puller. Plaintiff was and is a non-exempt, full-time employee, until on or about October 26, 2021.

17. From approximately July 9, 2018, through approximately October 26, 2021, Plaintiff's hourly wage rate was and is \$18.00. During this time period, Plaintiff's fixed schedule was and is five days per week for approximately 13 hours per day.

17. From approximately July 9, 2018, through approximately October 26, 2021, Plaintiff's hourly wage rate was and is \$18.00. During this time period, Plaintiff's fixed schedule was and is five days per week for approximately 13 hours per day.

18. Plaintiff worked approximately 9 hours each week but was not paid for these hours at all, not even the requisite minimum wage. Plaintiff's supervisor Eli Doe would force Plaintiff to clock out at the end of Plaintiff's shift and continue working, about 3 hours a day, approximately 3 times a week.

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19. Plaintiff worked approximately 14 doubletime hours each week but was not paid the requisite doubletime rate.

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1 20. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
2 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
3 worked.

4 21. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate
5 paystubs that did not comply with Labor Code §226, because the paystubs failed to show the number of
6 hours worked by Plaintiff, failed to show pay for missed meal, failed to show Defendants' address, failed
7 to show Plaintiff's available sick hours, as well as failed to show the true amount of wages earned and
8 owed to Plaintiff.

9 22. 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, attorneys' fees, and costs of suit, plus
11 interest.

12
13 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

14 23. At all relevant times, PAGA was applicable to Plaintiff and his employment with
15 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce
16 Development Agency ("LWDA").

17 24. Plaintiff and other employees of Defendants are "aggrieved employees" as defined by
18 PAGA, because they are all current or former employees of Defendants, and one or more of the alleged
19 violations were committed against them.

20 25. On or about May 11, 2022, Plaintiff gave written notice of Defendants' violations of
21 various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
22 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

23 26. The LWDA did not provide notice of its intention to investigate Defendants' violations
24 within 65 calendar days of the May 11, 2022, notice.

25 27. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover
26 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor
27 Code §§ 98.6, 201-203, 226 *et seq.*, 510, 512, 558, 1102.5, 1194.

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1 hours in a single day. It also requires employers to pay their non-exempt employees overtime
2 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
3 work week and double-time compensation for any work done beyond the first eight hours on the seventh
4 consecutive day of work.

5 35. At all relevant times, Defendants required Plaintiff to work more than eight hours per day
6 and/or more than 40 hours per workweek.

7 36. At all relevant times, Defendants failed and refused to pay Plaintiff all the doubletime
8 compensation required by Labor Code §510, the applicable 8 Code of Regulations section, and Industrial
9 Welfare Commission Order No. 16-2001.

10 37. At all relevant times, Plaintiff worked 14 hours of doubletime each week, all of which
11 should have been paid at 2 times Plaintiff's regular hourly wage rate at that time. Defendants failed to
12 pay Plaintiff the requisite doubletime wages in the following way:

13 38. From approximately July 9, 2018, through approximately October 26, 2021, Plaintiff
14 worked approximately 5 hours of doubletime each week for which he was paid at the overtime rate.
15 Additionally, Plaintiff worked approximately 9 hours of doubletime each week for which he was not paid
16 at all. Plaintiff's doubletime rate for this period was \$36.00 per hour. Therefore, Plaintiff is owed
17 doubletime wages of \$9.00 (\$27.00 - \$36.00) for each of those first 5 hours for 172 weeks, totaling
18 approximately \$7,740.00; and \$18.00 for each of those 9 additional hours each week for 172, totaling
19 approximately \$27,864.00.

20 39. As alleged herein, Plaintiff is not exempt from the overtime and doubletime pay
21 requirements of Labor Code §510, the applicable 8 Code of Regulations section, and Industrial Welfare
22 Commission Order No. 16-2001.

23 40. Plaintiff has been deprived of Plaintiff's rightfully earned doubletime compensation as a
24 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
25 entitled to recover \$34,604.00, plus interest thereon, attorneys' fees, and costs.

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THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE MEAL BREAKS

I.W.C. WAGE ORDER NO. 16-2001, LABOR CODE §§512, 226.7

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

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

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

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

44. Defendants failed and refused to provide Plaintiff with meal periods, and failed to compensate Plaintiff for missed meal periods, as required by Labor Code §512 and the applicable sections of 8 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-2001, as follows:

45. From approximately July 9, 2018, through approximately October 26, 2021, Plaintiff's statutory 30-minute meal periods were interrupted, cut short, or taken at or after the 5th hour, approximately 5 times per week for 172 weeks, or on approximately 860 separate days.

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

47. From approximately July 9, 2018, through approximately October 26, 2021, Defendants failed to provide Plaintiff with an uninterrupted statutory meal period, interrupted, cut short, or required Plaintiff to take the statutory meal period at or after the 5th hour, for those days on which Plaintiff worked at least five hours on approximately 860 separate days. Consequently, Plaintiff is owed one hour of pay at \$18.00 for each day, or approximately \$15,480.00, plus interest thereon, for unpaid interrupted statutory meal periods.

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

3 49. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover
4 \$15,480.00, pursuant to Labor Code §512, plus interest thereon and costs of suit.

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6 **FOURTH CAUSE OF ACTION**
7 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
8 **(CAL. LABOR CODE §§226, ET SEQ.)**
9 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

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

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

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

23 53. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
24 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
25 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
26 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
27 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
28 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying

1 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not
2 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
3 of the required information, including hours actually worked.

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

5 55. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
6 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
7 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
8 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
9 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
10 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to
11 doubletime, meal period wages. For the time periods that Plaintiff was not provided with paystubs at all,
12 Plaintiff's aforementioned injuries are presumed as a matter of law.

13 56. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
14 approximately 26 times during the last year that Plaintiff has worked for Defendants. Consequently,
15 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
16 amount of \$4,000.00, whichever is greater.

17 57. In addition, thereto, for Defendants' 52 violations, Defendants are penalized \$250.00 for
18 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due
19 in Labor Code §226.3 penalties of \$25,250.00 ($\$250.00 + \$1,000.00 \times 25$ subsequent pay periods).

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

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FIFTH CAUSE OF ACTION

FOR UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.)

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

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

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

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

62. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the doubletime compensation and other monies and benefits unlawfully withheld from Plaintiff.

SIXTH CAUSE OF ACTION

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

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

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

64. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may 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.

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1 65. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
2 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
3 previously pleaded in this Complaint.

4 66. On or about May 11, 2022, more than 65 calendar days before filing this Complaint,
5 Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by
6 certified mail to Defendants of the specific provisions of the California Labor Code that Defendants
7 violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included the
8 above-stated Labor Code sections, each of which is enumerated among the serious violations set forth in
9 Labor Code §2699.5.

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

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

19 69. These penalties recoverable for Plaintiff alone totals approximately \$8,400.00.

20 70. Plaintiff may also seek these same penalties on behalf of all other aggrieved employees,
21 totaling approximately \$336,000.00.

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

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PRAYER FOR RELIEF

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

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

8 3. For payment of unpaid wages pursuant to 8 Code of Regulations §11160, in the amount
9 of no less than \$27,864.00;

10 4. For payment of unpaid doubletime compensation pursuant to Labor Code §§201, 510,
11 1194, Industrial Welfare Commission Order No. 16-2001, and the applicable 8 Code of Regulations
12 section, in the amount of no less than \$34,604.00;

13 5. For payment of meal period compensation pursuant to Labor Code §226.7, 512, in the
14 amount of no less than \$15,480.00;

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

16 7. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
17 less than \$25,250.00;

18 8. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
19 \$8,400.00 on Plaintiff's own behalf, and no less than \$336,000.00 on behalf of all of Defendants'
20 aggrieved employees;

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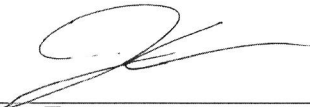
1 9. For prejudgment interest on each of the foregoing at the legal rate from the date the
2 obligation became due through the date of judgment in this matter.

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

5 11. For post-judgment interest; and

6 12. For any other relief that is just and proper.

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8 DATED: July 7, 2022

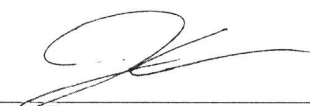
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10 By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff, Angel VASQUEZ
Montes

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15 **JURY TRIAL DEMANDED**

16 Plaintiff demands trial of all issues by jury.

17 DATED: July 7, 2022

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19
20 By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff, Angel VASQUEZ
Montes