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ARMANDO PERALTA LOZA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

ARMANDO PERALTA LOZA, an
individual,

Plaintiff,

vs.

LIVING SPACES MANUFACTURING,
LLC, a Delaware limited liability
company; ALEX DOE, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV02480

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 2. HOSTILE WORK
ENVIRONMENT IN VIOLATION
OF GOVT. CODE §12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION
OF GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION FROM
OCCURRING IN VIOLATION OF
GOVT. CODE §12940(K);**
- 5. HARASSMENT BASED ON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 6. FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940(m);**
- 7. FAILURE TO ENGAGE IN A
GOOD FAITH INTERACTIVE
PROCESS IN VIOLATION OF
GOVT. CODE §12940(n);**
- 8. WRONGFUL CONSTRUCTIVE
TERMINATION IN VIOLATION OF
FEHA (*Govt. Code §12940 et seq.*);**

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- 9. **FAILURE TO PAY OVERTIME WAGES DUE** (Cal. *Labor Code* §§ 510, 1194, 1198; IWC Wage Order No. 1);
 - 10. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS** (Cal. *Labor Code* §226);
 - 11. **FAILURE TO PAY ALL WAGES DUE ON TERMINATION** (Cal. *Labor Code* §203);
 - 12. **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS** (Cal. *Labor Code* §1198.5); and
 - 13. **UNFAIR COMPETITION** (Cal. *Bus. & Prof. Code* §§17200 et seq.)

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DEMAND FOR A JURY TRIAL

Armando Peralta Loza (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes. This Court also has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* and *Labor Code* violations as against the persons identified herein, occurred in Los Angeles County and because Defendant Living Spaces Manufacturing, LLC owned and operated their business in Los Angeles County.

II. PARTIES

3. At all times relevant hereto, Plaintiff Armando Peralta Loza (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Los Angeles County, California.

4. Plaintiff is informed and believes and thereon alleges that at all times material hereto, Defendant Living Spaces Manufacturing, LLC (“LIVING SPACES”), has been, and is a

1 Delaware limited liability company, with a principal place of business at 14501 Artesia Blvd.,
2 La Mirada, California 90638. At all times material hereto, LIVING SPACES has been, and is,
3 a furniture manufacturing company.

4 5. Plaintiff was employed at LIVING SPACES as a General Worker. Plaintiff is
5 informed and believes and thereon alleges that at all times material hereto LIVING SPACES
6 has been authorized to do business and has been doing business in the State of California.

7 6. Plaintiff is informed and believes and thereon alleges that Defendant Alex Doe
8 (“Alex”) is an individual, who at all times relevant herein, was a resident of Los Angeles
9 County. Alex works at LIVING SPACES in the Human Resources Department (“HR”).

10 7. Plaintiff is informed and believes and thereon alleges, that at all times relevant
11 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
12 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
13 herein alleged, were acting within the course and scope of such agency or employment, and
14 with the approval and ratification of each of the other Defendants.

15 8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
16 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
17 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
18 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
19 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
20 individual person who owned, controlled, or managed the business for which Plaintiff worked
21 and/or who directly or indirectly exercised operational control over the working conditions of
22 Plaintiff. These DOE Defendants held ownership, officer, director and/or executive positions
23 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
24 included decision-making responsibility for, and establishment of, disability discrimination
25 practices and policies and wage and hour violations, for Defendants which have damaged
26 Plaintiff. Therefore, Does 1 through 100, in addition to the remaining Defendants, are
27 “employers” as a matter of law and are liable on the causes of action alleged herein pursuant to
28 the Lab. Code’s wage and hour laws and regulations, and FEHA as alleged herein.

1 9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
2 through 100 are, and at all times relevant hereto were, persons, corporations or other business
3 entities organized and existing under and by virtue of the laws of the State of California, and
4 are/were qualified to transact and conduct business in the State of California, and did transact
5 and conduct business in the State of California, and are thus subject to the jurisdiction of the
6 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
7 employ persons, conduct business and engage in disability discrimination and wage and hour
8 violations in the County of Los Angeles.

9 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
10 fictitiously named Defendants aided and assisted the named Defendants in committing the
11 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each
12 Defendant.

13 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
14 **ACTION**

15 **Employment Information**

16 11. Plaintiff was an employee of LIVING SPACES since in or about February 2019.
17 Plaintiff was a General Worker. He worked with bedframes and placed springs on them.

18 12. Throughout his employment with LIVING SPACES, Plaintiff worked 5 days
19 per week, 8 or more hours per day. Plaintiff earned \$18.00 per hour.

20 13. The employment by Defendant LIVING SPACES of Plaintiff is governed by
21 Industrial Welfare Commission Wage Order No. 1, which covers those persons employed in
22 the manufacturing industry.

23 **Disability Discrimination, Harassment and Wrongful Termination**

24 14. Plaintiff was denied a work environment free of disability discrimination,
25 harassment and was targeted for wrongful termination on or about December 23, 2024.

26 15. On or about February 13, 2024, Plaintiff was placed on disability leave due to
27 problems with his kidneys. As such, this condition, singularly and in the aggregate, constitutes
28 a physical disability, as that term is defined in *Government Code* § 12926(l)(1)(A), (B).

1 16. Plaintiff's first disability leave was provided for 2 months. However, due to the
2 treatment, the disability leave was extended 2 additional times for a total of 8 months.

3 17. On or about October 30, 2024, Plaintiff was cleared to return to work with the
4 restriction of being able to take 2 days off during the workweek so that he could continue his
5 treatment.

6 18. Approximately one week before the date that Plaintiff was scheduled to return to
7 work, Plaintiff went to LIVING SPACES, and spoke to Alex. Plaintiff provided Alex with all
8 his documents, including his physician's note and work restrictions.

9 19. Thereafter, Plaintiff never heard back from LIVING SPACES. Plaintiff has
10 called LIVING SPACES multiple times, but no one has returned his calls.

11 20. Plaintiff received a document from LIVING SPACES requesting his physician's
12 note, which Plaintiff provided. Nonetheless, Plaintiff has not heard from LIVING SPACES.

13 21. Plaintiff alleges that he has been wrongfully constructively terminated due to his
14 disability.

15 22. LIVING SPACES's wrongful constructive termination of Plaintiff was
16 wrongfully motivated by discrimination against him due to his disability.

17 23. At all times material hereto, Defendants LIVING SPACES regularly employed
18 five or more persons and therefore are employers, as that term is defined in *Government Code*
19 § 12926(d).

20 24. On January 29, 2025, Plaintiff filed an administrative complaint with the
21 Department of Fair Employment and Housing ("DFEH") alleging discrimination and
22 harassment by LIVING SPACES and Alex. On January 29, 2025, the DFEH issued to Plaintiff
23 a Right to Sue Notice as to LIVING SPACES and Alex.

24 **Wage and Hour Violations**

25 25. LIVING SPACES failed to pay Plaintiff overtime.

26 26. LIVING SPACES routinely failed to provide Plaintiff with itemized wage
27 statements that properly and accurately itemized the number of hours he worked at the effective
28 regular rates of pay.

1 27. LIVING SPACES failed to pay Plaintiff all wages due on termination.

2 28. Plaintiff was not provided his personnel records.

3 29. Pursuant to the California Labor Code, on or about January 29, 2025, Plaintiff
4 filed a notice with the Labor and Workforce Development Agency (LWDA) of his intent to
5 pursue claims against Defendants under the Private Attorney General Act (PAGA). As such,
6 Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint
7 to add a cause of action pursuant to PAGA under Labor Code §§2699 et seq.

8 **FIRST CAUSE OF ACTION**

9 **(Discrimination Based on Physical Disability in Violation of Government Code**

10 **§§12940(a) - By Plaintiff Against Defendant LIVING SPACES and Does 1 through 100)**

11 30. Plaintiff realleges and incorporates by reference all of the allegations set forth in
12 this Complaint.

13 31. Under the California Fair Employment and Housing Act ("FEHA"),
14 Government Code § 12940(a), an employer cannot discriminate against an employee, because
15 of a physical disability.

16 32. Throughout Plaintiff's employment at LIVING SPACES, he was subjected to
17 physical disability discrimination by LIVING SPACES's employee, Alex.

18 33. LIVING SPACES's wrongful constructive discharge of Plaintiff was motivated
19 in substantial part by Plaintiff's physical disability because, among other things, Plaintiff
20 informed them of his disability and restrictions.

21 34. All of the conduct by LIVING SPACES was done with the full knowledge and
22 ratification of the management employees of LIVING SPACES, and was consistent with the
23 recognized policies and procedures of LIVING SPACES, which tolerated and encouraged such
24 discriminatory physical disability conduct.

25 35. LIVING SPACES was aware of the discriminatory conduct and did not take
26 effective, good faith action to investigate, remedy, prevent, or stop the physical disability
27 discrimination.
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1 36. At all times herein mentioned, LIVING SPACES was legally required to refrain
2 from discriminating against and harassing any employee on the basis of physical disability,
3 among other things. Within the time provided by law, Plaintiff filed a complaint with the
4 California Department of Fair Employment and Housing, in full compliance with these
5 sections, and he received a right to sue letter.

6 37. By wrongfully constructively discharging Plaintiff because of his physical
7 disability, LIVING SPACES violated *Government Code* § 12940(a).

8 38. As a direct and proximate result of LIVING SPACES's conduct, individually
9 and collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
10 earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and
11 will continue to lose employment benefits, in an amount within the jurisdiction of this Court,
12 according to proof.

13 39. As a direct and proximate result of LIVING SPACES's actions, Plaintiff has
14 suffered severe and serious injury to his person, all to his damage in the amount of at least
15 \$1,000,000, according to proof.

16 40. All actions of LIVING SPACES were known, ratified and approved by the
17 officers or managing agents of LIVING SPACES. Therefore, Plaintiff is entitled to punitive or
18 exemplary damages against LIVING SPACES in an amount to be determined at the time of
19 trial.

20 41. LIVING SPACES's conduct in discriminating against Plaintiff because of his
21 physical disability subjected him to cruel and unjust hardship in conscious disregard of his
22 rights, as it was anticipated by LIVING SPACES, that Plaintiff would be unable to find
23 comparable employment in the foreseeable future. Plaintiff is informed and believes, and
24 thereon alleges, that his wrongful constructive termination by LIVING SPACES, was done
25 with the intent to cause him injury. As a consequence of the aforesaid oppressive, malicious
26 and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be
27 shown according to proof.

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42. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SECOND CAUSE OF ACTION

(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against Defendant LIVING SPACES and Does 1 through 100)

43. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

44. The offensive conduct to which Plaintiff was subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 et seq. During his employment, Defendant LIVING SPACES violated FEHA, California Government Code §12940 (j), by discriminating against Plaintiff due to his physical disability.

45. LIVING SPACES's harassment was hostile, abusive, continuous and pervasive to create a hostile work environment for the Plaintiff.

46. LIVING SPACES's harassment was unwelcome, humiliating, offensive and adversely affected the terms of Plaintiff's employment.

47. Plaintiff was subjectively offended by LIVING SPACES's conduct and any reasonable person in Plaintiff's position would perceive LIVING SPACES's conduct as being offensive, hostile and abusive.

48. As a direct result of LIVING SPACES's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount subject to proof at trial.

49. LIVING SPACES did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

50. All actions of LIVING SPACES were known, ratified and approved by the officers or managing agents of LIVING SPACES. Therefore, Plaintiff is entitled to punitive or exemplary damages against LIVING SPACES in an amount to be determined at the time of trial.

51. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

THIRD CAUSE OF ACTION

(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against Defendant LIVING SPACES and Does 1 through 100)

52. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

53. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h), which provides that it is unlawful to retaliate against a person "because the person has opposed any practices forbidden under [Government Code sections 12900 through 12966] or because the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

54. LIVING SPACES's adverse actions taken against Plaintiff as set forth herein occurred in retaliation for Plaintiff's disability and need for restrictions, as hereinabove alleged. Such actions are and were unlawful, discriminatory and retaliatory in violation of Cal. Gov. Code §12940 et seq., and Cal. Lab. Code §1102.5, and resulted in damages and injury to Plaintiff, as alleged herein, including but not limited to lost wages and benefits.

55. As a result of his physical disability, Plaintiff was denied the right to work in an environment free of discrimination and harassment and was wrongfully constructively terminated by LIVING SPACES.

56. LIVING SPACES's retaliatory conduct toward Plaintiff caused him emotional injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. LIVING SPACES's retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.

1 failed to take all reasonable steps necessary to prevent the discrimination and harassment from
2 occurring.

3 65. Plaintiff is informed and believes and thereupon alleges that LIVING SPACES
4 failed to provide adequate training to their supervisors, managers and employees.

5 66. LIVING SPACES's conduct in subjecting Plaintiff to discriminatory conduct
6 due to Plaintiff's physical disability constituted breach of their duty under FEHA, including the
7 duty to take immediate and appropriate corrective action and to take all reasonable steps to
8 prevent discrimination and retaliation from occurring pursuant to California Government Code
9 Section 12940(k).

10 67. LIVING SPACES failed to take measures to prevent discrimination and
11 retaliation.

12 68. As a direct result of LIVING SPACES's failure to take all reasonable steps
13 necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and
14 suffering, extreme and severe mental anguish and emotional distress, loss of earnings and
15 earning capacity. Plaintiff is hereby entitled to general and compensatory damages in an
16 amount subject to proof at trial.

17 69. LIVING SPACES did the things hereinabove alleged, intentionally,
18 oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts
19 were against public policy, were obnoxious, despicable, and ought not to be suffered by any
20 member of the community.

21 70. All actions of LIVING SPACES were known, ratified and approved by the
22 officers or managing agents of LIVING SPACES. Therefore, Plaintiff is entitled to punitive or
23 exemplary damages against LIVING SPACES in an amount to be determined at the time of
24 trial.

25 71. Pursuant to California Government Code §12965(b), Plaintiff requests an award
26 of attorneys' fees in this action.
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1 **FIFTH CAUSE OF ACTION**

2 **(Harassment Due to Physical Disability in Violation of Govt. Code §12940(a)– By Plaintiff**
3 **against all Defendants and Does 1 through 100)**

4 72. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 73. Beginning in or about December 2024, Plaintiff was harassed by the actions,
7 conduct and comments of LIVING SPACES's employee, Alex, which actions, conduct and
8 comments combined to create and allow a pattern of discriminatory treatment towards him due
9 to his disability. Defendants' actions constituted a continuing violation of Cal. Gov. Code §
10 12940, et seq.

11 74. Defendants failed to allow Plaintiff to return to work, failed to accommodate his
12 restrictions and wrongfully constructively terminated him due to his physical disability.

13 75. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
14 claims of harassment and take appropriate remedial action.

15 76. Defendants, and each of them, engaged in retaliatory actions against Plaintiff
16 due to his disability. Because of his disability as aforesaid, Plaintiff was subjected to unfair
17 and hostile treatment by Defendants and each of them.

18 77. At all times herein mentioned, Defendants, and each of them were legally
19 required to refrain from discriminating against and harassing any employee on the basis of
20 physical disability, among other things. Within the time provided by law, Plaintiff filed a
21 complaint with the DFEH, in full compliance with these sections, and received a right to sue
22 letter.

23 78. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
24 in this Complaint. As a direct and proximate result of the conduct of Defendants, and each of
25 them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental
26 and physical pain and anguish, all to his damage in an amount subject to proof at trial.
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79. Defendants did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in Plaintiff's inability to continue to work in his position was against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

80. All actions of Defendants, and each of them, were known, ratified and approved by the officers or managing agents of Defendant LIVING SPACES, and each of them. Therefore, Plaintiff is entitled to punitive or exemplary damages against the Defendants, and each of them, in an amount to be determined at the time of trial.

81. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SIXTH CAUSE OF ACTION

(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code §§12940 (m) – By Plaintiff Against Defendant LIVING SPACES Does 1 through 100)

82. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

83. As alleged herein, in or about December 2024, Plaintiff requested that LIVING SPACES, make a reasonable accommodation for his physical disability so that he would be able to return to work. LIVING SPACES refused said accommodation and refused to discuss any other potential reasonable accommodation it might afford to Plaintiff.

84. By refusing to afford Plaintiff a reasonable accommodation, LIVING SPACES violated Government Code § 12940(m).

85. As a direct and proximate result of LIVING SPACES's conduct, individually and collectively, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and will continue to lose employment benefits in an amount according to proof.

86. As a direct and proximate result of LIVING SPACES's actions, Plaintiff has suffered severe and serious injury to his person, all to his damage in the amount of at least \$1,000,000, according to proof.

1 87. LIVING SPACES did the things hereinabove alleged, intentionally,
2 oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts
3 were against public policy, were obnoxious, despicable, and ought not to be suffered by any
4 member of the community.

5 88. All actions of LIVING SPACES were known, ratified and approved by the
6 officers or managing agents of LIVING SPACES. Therefore, Plaintiff is entitled to punitive or
7 exemplary damages against LIVING SPACES in an amount to be determined at the time of
8 trial.

9 89. Pursuant to California Government Code §12965(b), Plaintiff requests an award
10 of attorneys' fees in this action.

11 **SEVENTH CAUSE OF ACTION**

12 **(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code***
13 **§12940(n)– By Plaintiff Against Defendant LIVING SPACES Does 1 through 100)**

14 90. Plaintiff realleges and incorporates by reference all of the allegations set forth in
15 this Complaint.

16 91. At all times hereto, FEHA, including in particular Government Code §12940(n),
17 was in full force and effect and was binding on LIVING SPACES. This subsection imposes a
18 duty on LIVING SPACES to engage in a timely, good faith, interactive process with the
19 employee to determine reasonable accommodation, if any, in response to a request for a
20 reasonable accommodation by an employee with a known physical disability or known medical
21 condition.

22 92. At all relevant times, Plaintiff was a member of a protected class within the
23 meaning of Government Code §12940(a) et seq. because he had a disability, due to injuries
24 suffered, of which LIVING SPACES had both actual and constructive notice.

25 93. Plaintiff reported his disability to LIVING SPACES, triggering LIVING
26 SPACES's obligation to engage in a good faith interactive process with Plaintiff, but at all
27 times herein, LIVING SPACES failed and refused to do so.

1 94. LIVING SPACES breached their statutory duty under FEHA to engage in a
2 timely good faith interactive process to determine a reasonable accommodation for Plaintiff's
3 physical disability. Plaintiff further alleges: (1) that LIVING SPACES was the Plaintiff's
4 employer; (2) that Plaintiff was an employee of LIVING SPACES; (3) that Plaintiff sustained
5 injuries that required reasonable accommodation and which injuries were known to LIVING
6 SPACES; (4) that Plaintiff requested that LIVING SPACES make reasonable accommodation
7 for his injuries and/or physical condition so that he would be able to perform the essential
8 functions of his job requirements; (5) that Plaintiff was willing to participate in the interactive
9 process to determine whether reasonable accommodation could be made so that he would be
10 able to perform the essential job requirements; (6) that LIVING SPACES failed to participate
11 in a timely good faith interactive process with Plaintiff to determine whether reasonable
12 accommodation could be made; (7) that Plaintiff was harmed financially; and (8) that LIVING
13 SPACES's failure to engage in a good faith interactive process was a substantial factor in
14 causing Plaintiff's damage and harm. Instead of engaging in a good faith interactive process,
15 LIVING SPACES ignored Plaintiff's requests and wrongfully constructively terminated him
16 instead on or about December 23, 2024.

17 95. The above acts of LIVING SPACES constitute violations of FEHA, and were a
18 proximate cause in Plaintiff's damages as stated below.

19 96. LIVING SPACES did the things hereinabove alleged, intentionally,
20 oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts
21 were against public policy, were obnoxious, despicable, and ought not to be suffered by any
22 member of the community.

23 97. All actions of LIVING SPACES were known, ratified and approved by the
24 officers or managing agents of LIVING SPACES. Therefore, Plaintiff is entitled to punitive or
25 exemplary damages against LIVING SPACES in an amount to be determined at the time of
26 trial.

27 98. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award
28 of attorneys' fees and costs.

1 **EIGHTH CAUSE OF ACTION**

2 **(Wrongful Constructive Termination in Violation of Public Policy, Govt. Code §§12940 *et***
3 ***seq.*– By Plaintiff Against Defendant LIVING SPACES and Does 1 through 100)**

4 99. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 100. Plaintiff alleges that significant policies exist in the State of California that
7 prohibit discrimination, retaliation, wrongfully terminating an employee for requesting
8 accommodation, complaining about discrimination based on disability and being disabled and
9 protesting against unlawful employment practices. Among others, the right to be free from
10 discrimination and retaliation are codified in the California and United States Constitutions and
11 the provisions of Government Code §§12900 *et seq.*

12 101. These policies are set forth in various laws including but not limited to
13 Government Code §§12940 (a), Cal. Const. Art. 1, §8 (employment discrimination).

14 102. LIVING SPACES wrongfully constructively terminated Plaintiff in violation of
15 important and well-established public policies, including, but not limited to, policies against
16 employment discrimination based on physical disability.

17 103. LIVING SPACES, acting through its employees, intentionally created and
18 knowingly permitted the discrimination based on physical disability and discrimination.

19 104. LIVING SPACES's wrongful conduct proximately caused Plaintiff to suffer
20 general, special and statutory damages in an amount within the jurisdiction of this Court,
21 according to proof.

22 105. As a further proximate result of the unlawful acts of LIVING SPACES as
23 alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish,
24 and emotional and physical distress that a reasonable person would suffer upon losing his job.
25 As a result of such actions and consequent harm, Plaintiff has suffered such damages of at least
26 \$1,000,000, according to proof.

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1 106. The above acts of LIVING SPACES constituted a wrongful constructive
2 termination of Plaintiff and were in violation of public policy as described above. Such
3 termination was a substantial factor in causing damage and injury to Plaintiff as set forth below.

4 107. Plaintiff believes and thereon alleges that engaging in protected activity,
5 including, but not limited to, requesting accommodation, complaining about discrimination and
6 having a physical disability were factors in LIVING SPACES's conduct as alleged
7 hereinabove.

8 108. As a result of LIVING SPACES's conduct, Plaintiff is entitled to recover
9 punitive damages in amount according to proof at trial.

10 109. Pursuant to California Government Code §12965(b), Plaintiff requests an award
11 of attorneys' fees in this action.

12 **NINTH CAUSE OF ACTION**

13 **(Failure to Pay Overtime Wages Due in violation of Labor Code §§510, 1194, 1198 and**
14 **Wage Order No. 1 By Plaintiff Against Defendant LIVING SPACES and Does 1-100)**

15 110. Plaintiff realleges and incorporates by reference all of the allegations set forth in
16 this Complaint.

17 111. During Plaintiff's entire employment with Defendant LIVING SPACES,
18 pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 1,
19 Defendant was required to compensate Plaintiff with premium pay for all overtime work
20 performed, for hours worked in excess of eight (8) hours per day and/or forty (40) hours per
21 week and for the first eight (8) hours on the seventh (7th) consecutive day of any work week.

22 112. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
23 who had not been paid overtime compensation could recover the unpaid balance of the full
24 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
25 fees and costs of suit.

26 113. California Labor Code section 1198 provides,

27 The maximum hours of work and the standard conditions of labor fixed by the
28 commission shall be the maximum hours of work and the standard conditions

1 of labor for employees. The employment of any employee for longer hours than
2 those fixed by the order or under conditions of labor prohibited by the order is
3 unlawful.

4 114. Pursuant to IWC Wage Order No. 1-2001, § 3, "Employment beyond eight (8)
5 hours in any workday is permissible provided the employee is compensated for such overtime
6 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
7 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
8 workday..."

9 115. California Labor Code section 558 provides in pertinent part:

10 (a) Any employer or other person acting on behalf of an employer who
11 violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the
13 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

14 (1) For any initial violation, fifty dollars (\$50) for each underpaid
15 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

16 (2) For each subsequent violation, one hundred dollars (\$100) for each
17 underpaid employee for each pay period for which the employee was
18 underpaid in addition to an amount sufficient to recover underpaid
wages.

19 (3) Wages recovered pursuant to this section shall be paid to the affected
20 employee...

21 (c) The civil penalties provided for in this section are in addition to any
22 other civil or criminal penalty provided by law.

23 116. Plaintiff worked 8 or more hours per day, 5 days per week. Throughout
24 Plaintiff's employment, Defendant LIVING SPACES failed and refused to properly pay
25 overtime time compensation to Plaintiff as required by law. Plaintiff was paid for his overtime
26 hours at his regular rate of pay, not time and one half.

27 117. This practice resulted in Defendant LIVING SPACES's failure to pay Plaintiff
28 overtime that he had earned.

118. Plaintiff worked approximately 5 hours per week of overtime. Plaintiff was not paid overtime that was due to him.

119. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of LIVING SPACES' failure and refusal to pay overtime time, Plaintiff suffered damages in the amount of at least \$123,120.00, according to proof at trial.

120. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime wages against employers and those individuals acting in their behalf. Plaintiff requests that this Court assess said penalty against LIVING SPACES in an amount to be proven at trial.

121. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover his attorneys' fees, costs and interest.

TENTH CAUSE OF ACTION

(For Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226 – By Plaintiff Against Defendant LIVING SPACES and Does 1 through 100)

122. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

123. At all times relevant herein, Defendant LIVING SPACES failed to issue any payroll statements to Plaintiff in violation of Cal. Lab. Code §226(a). Defendant LIVING SPACES failed to properly and accurately itemize the number of hours he worked at the effective regular rates of pay.

124. Defendant LIVING SPACES knowingly and intentionally failed to comply with Cal. Lab. Code §226(a), causing damage to Plaintiff. These damages, including but not limited to costs expended calculating his true hours worked, and the amount of employment taxes which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal. Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and costs.

1 125. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
2 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

3 **ELEVENTH CAUSE OF ACTION**

4 **(Failure to Pay All Wages Due on Termination - Cal. Lab. Code §203 - By**
5 **Plaintiff Against Defendant LIVING SPACES and Does 1 through 100)**

6 126. Plaintiff realleges and incorporates by reference all of the allegations set forth in
7 this Complaint.

8 127. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
9 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
10 from employment, unpaid wages are due and payable within 72 hours of resignation.

11 128. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
12 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
13 paid, not to exceed thirty days.

14 129. Plaintiff was wrongfully constructively terminated from Defendant LIVING
15 SPACES's employ and Defendant LIVING SPACES willfully failed to pay Plaintiff wages due
16 to him.

17 130. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
18 she was not timely paid, not to exceed 30 days' wages.

19 131. By willfully failing to pay Plaintiff separate amounts owed for overtime, as set
20 forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, Defendant
21 LIVING SPACES is liable to him for penalties pursuant to Cal. Lab. Code § 203, in an amount
22 equal to 30 days of his per diem wage rate in an amount according to proof. Plaintiff requests to
23 recover those waiting time penalties under Labor Code §203.

24 **TWELFTH CAUSE OF ACTION**

25 **(Failure to Allow Inspection of Employment Records in Violation of Cal. Lab. Code**
26 **§1198.5 - By Plaintiff Against Defendant LIVING SPACES and Does 1 through 100)**

27 132. Plaintiff realleges and incorporates by reference all of the allegations set forth in
28 this Complaint.

1 133. California Labor Code Section 1198.5 provides:

2 (a) Every current and former employee, or his or her representative, has the right
3 to inspect and receive a copy of the personnel records that the employer
4 maintains relating to the employee's performance or to any grievance concerning
5 the employee.

6 (b) The employer shall make the contents of those personnel records available
7 for inspection to the current or former employee, or his or her representative, at
8 reasonable intervals and at reasonable times, but not later than 30 calendar days
9 from the date the employer receives a written request, unless the current or
10 former employee, or his or her representative, and the employer agree in writing
11 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
12 date does not exceed 35 calendar days from the employer's receipt of the written
13 request to inspect the records. Upon a written request from a current or former
14 employee, or his or her representative, the employer shall also provide a copy of
15 the personnel records ... later than 30 calendar days from the date the employer
16 receives the request...

17 (k) If an employer fails to permit a current or former employee, or his or her
18 representative, to inspect or copy personnel records within the times specified I
19 this section... the current or former employee may recover a penalty of seven
20 hundred fifty dollars (\$750) from the employer.

21 (1) A current or former employee may also bring an action for injunctive relief
22 to obtain compliance with this section, and may recover costs and reasonable
23 attorney's fees in such an action.

24 134. Additionally, pursuant to IWC Wage Order No. 1, at section 7 re: Records,
25 employers are required to keep accurate payroll records on each employee, and such records
26 must be made readily available for inspection by the employee upon reasonable request. The
27 employer must also maintain accurate production records.

28

1 135. On or about January 29, 2025, Plaintiff's counsel issued a written request to
2 LIVING SPACES for copies of his personnel records.

3 136. Under California Labor Code Sections 226, 432 and 1198.5, such records were
4 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
5 Plaintiff's counsel and LIVING SPACES did not enter into an agreement to enlarge the time for
6 LIVING SPACES's compliance, and LIVING SPACES has failed and refused to permit
7 Plaintiff copies of his records.

8 137. As a direct result and consequence of LIVING SPACES's failure and refusal to
9 permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order
10 or decree mandating LIVING SPACES's compliance. Plaintiff has suffered and will suffer
11 harm as a result of LIVING SPACES's ongoing refusal to comply. Plaintiff also seeks recovery
12 of the statutory penalty of \$750 based upon LIVING SPACES's violation of §1198.5.

13 **THIRTEENTH CAUSE OF ACTION**

14 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
15 **§17200 et. seq. – By Plaintiff Against Defendant LIVING SPACES and Does 1 through**
16 **100)**

17 138. Plaintiff realleges and incorporates by reference all of the allegations set forth in
18 this Complaint.

19 139. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair
20 competition, which shall mean and include any "unlawful and unfair business practices."

21 140. Defendant LIVING SPACES's conduct as alleged herein has been and continues
22 to be unfair, unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important
23 rights affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
24 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
25 therefore has standing to bring this suit for restitution.

26 141. Paying overtime is a fundamental public policy of the State of California. It is
27 also the public policy of this State to enforce minimum labor standards, to ensure that
28

1 employees are not required or permitted to work under substandard and unlawful conditions,
2 and to protect those employers who comply with the law from losing competitive advantage to
3 other employers who fail to comply with labor standards and requirements.

4 142. Defendant LIVING SPACES failed to pay overtime, to issue accurate wage
5 statements and pay all wages on termination.

6 143. Through the conduct alleged herein, Defendant LIVING SPACES acted
7 contrary to these public policies and have thus engaged in unlawful and/or unfair business
8 practices in violation of Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of
9 the rights, benefits, and privileges guaranteed to employees under California law.

10 144. Defendant LIVING SPACES regularly and routinely violated the following
11 statutes and regulations with respect to Plaintiff:

12 Cal. Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 1 as
13 amended (failure to pay overtime);

14 Cal. Lab. Code § 226 (failure to provide accurate wage statements to employees
15 at the time of payment);

16 Cal. Lab. Code §§ 201, 202 and 203 (failure to pay wages due on termination);
17 and
18

19 Cal. Lab. Code § 1198.5 (failure to allow inspection of personnel records).

20 145. By engaging in these business practices, which are unfair business practices
21 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendant LIVING SPACES
22 harmed Plaintiff and gained an unfair competitive edge. Under the Business & Professions
23 Code § 17203, Plaintiff is entitled to obtain restitution of these funds.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
26 and against Defendants, and each of them, as follows:

27 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff, in
28 the amount of \$123,120.00;

2. For compensatory damages for lost wages and employment benefits, in the amount of \$123,120.00, according to proof;
3. For compensatory damages for physical injury and emotional distress, in an amount according to proof;
4. For an award of consequential damages, in an amount to be proven at trial;
5. For general damages in Plaintiff's favor and against Defendants, according to proof;
6. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;
7. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8, according to proof;
8. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* § 203, in an amount equal to his daily pay rate at the time of termination, multiplied by the total amount of days elapsed between the date of involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
9. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;
10. For injunctive relief requiring LIVING SPACES to comply with Labor Code 1198.5(b)(1);
11. For an award of restitution of wages to Plaintiff in an amount equal to the amount of wages owed and unpaid, according to proof;
12. For prejudgment interest accrued on all due and unpaid overtime wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according to proof;
13. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2, to Plaintiff in an amount equal to the wages unlawfully unpaid and interest thereon;
14. For punitive and exemplary damages in a sum to be determined at trial;

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1 15. For reasonable costs, including attorneys' fees, in an amount according to proof
2 pursuant to *Government Code* § 12965(b), Cal. Labor Code §§ 218.5, 1194, 1198.5 and/or
3 *California Code of Civil Procedure* § 1021.5, according to proof; and

4 16. For such other and further relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff Armando Peralta Loza hereby respectfully requests a trial by jury for all claims
7 and issues raised in his Complaint that may be entitled to a jury trial.

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9 LIPELES LAW GROUP, APC

10 Date: January 29, 2025

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12 By: Franz D. Reece
13 Franz D. Reece
14 Attorneys for Plaintiff
15 Armando Peralta Loza
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