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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
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By: Makeda Joyeux, DEPUTY

6 Attorneys for Plaintiffs PABLO JUNIOR ROBLES,
7 individually and on behalf of all others similarly situated

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

11 PABLO JUNIOR ROBLES, individually and on
behalf of all others similarly situated,

12 Plaintiff(s),

13 v.

14
15 WEST COVINA FOSTER FAMILY AGENCY;
and DOES 1 through 100,

16 Defendant(s).

Case No. CIVRS2503272

COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Wage Statement Penalties**
6. **Waiting Time Penalties**
7. **Violation of Unfair Competition Law**
8. **Private Attorneys General Act**
9. **Violation of California Government Code §12940(j) – Sexual Harassment**
10. **Violation of California Government Code § 12940 et seq. – Discrimination based on Sexual Orientation**
11. **Violation of California Government Code § 12940 (h) – Retaliation**
12. **Wrongful Termination in Violation of Public Policy**
13. **Hostile Work Environment**

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1 **RELEVANT PARTIES**

2 1. Plaintiff Pablo Junior Robles (“Plaintiff”) is an adult resident of San Bernardino County,
3 State of California, and was at all times relevant residing therein.

4 2. Defendant West Covina Foster Family Agency (“Defendant”) is a California corporation
5 with its principal place of business located in San Bernardino County, State of California.
6 Defendant is registered to and does conduct business in the State of California and is subject to the
7 laws of the State of California. All acts and omissions of Defendant employees as alleged herein
8 occurred while they were acting within the course and scope of their employment.

9 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
10 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
11 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
12 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
13 informed and believes, and based on such information and belief alleges, that each of the fictitiously
14 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
15 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
16 and Doe Defendants are collectively referred to as “Defendants”.

17 **JURISDICTION AND VENUE**

18 4. This action is properly filed in San Bernardino County because the acts and omissions that
19 give rise to Plaintiff’s claims took place in this County, and Defendants transact substantial business
20 in this County.

21 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
22 alleged herein occurred in San Bernardino County California and Plaintiff suffered damages from
23 such conduct within this County.

24 **FACTUAL ALLEGATIONS**

25 6. At all times relevant, Plaintiff was Defendants’ employee.

26 7. Plaintiff began his part-time service with Defendant in or around November of 2023.

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1 8. Plaintiff was hired at a rate of twenty-five dollars (\$25) per hour and classified as a W-2
2 employee. According to Defendant's own representations, Plaintiff's status was initially "part-
3 time"—for weekend shifts totaling twenty-four (24) hours—but with the explicit possibility of
4 taking on additional hours.

5 9. In or around April 2024, Defendant issued a paycheck in the approximate amount of one
6 thousand four hundred dollars (\$1,400) to Plaintiff. Plaintiff attempted to deposit these wages into
7 his cousin's bank account.

8 10. The bank flagged the deposit as potentially fraudulent, prompting a hold on the funds.
9 Despite numerous communications between Plaintiff and Defendant's payroll department, the check
10 was never reissued, nor were the withheld wages reinstated.

11 11. From April 2024 to the present, Defendant has had multiple opportunities to remedy this
12 patent shortfall of Plaintiff's earned wages but has brazenly failed to do so, leaving Plaintiff without
13 payment for hours indisputably worked.

14 12. Although Plaintiff was hired for weekend shifts, Defendant at times required him to work
15 what amounted to full-time hours—often extending into an eight-hour daily shift on weekdays—
16 thereby dramatically increasing his workload beyond the part-time arrangement.

17 13. Despite clocking the expanded hours, Plaintiff was not permitted to access benefits
18 commonly afforded to full-time employees, including holiday pay, sick leave, and vacation time.
19 Instead, he was treated as part-time on the books while performing full-time duties in practice.

20 14. Plaintiff made formal inquiries about obtaining the standard benefits that naturally follow a
21 full-time workload. Defendant responded not with rightful benefits, but with a precipitous curtailing
22 of his hours.

23 15. Shortly after Plaintiff demanded an accounting of his missing paycheck and sought parity in
24 benefits, Defendant drastically slashed his hours. Overnight, he went from having a set schedule to
25 being designated "on-call."

26 16. Contrary to the original understanding that he would receive regular part-time shifts with the
27 option to pick up extra shifts, Plaintiff now finds himself consigned to an "on-call" status devoid of
28 guaranteed hours.

1 17. Plaintiff remains “employed” in name only, with meager or nonexistent work despite having
2 never been formally terminated, leaving him in perpetual economic limbo.

3 18. Throughout his employment, Plaintiff routinely endured twelve-hour weekend shifts—
4 stretching from morning to evening—yet was never provided uninterrupted 30-minute meal breaks
5 or compliant 10- to 15-minute rest breaks for every four hours worked, as mandated by California
6 law. Indeed, by Defendant’s demand, at least two staff members had to remain on-site at all times,
7 preventing any true “off-duty” meal breaks. Plaintiff was thus effectively tethered to the work site
8 during meals and rest periods, forced to perform tasks or remain on standby.

9 19. Defendant further saddled Plaintiff with answering phone calls and performing incident
10 follow-up outside scheduled shifts, without additional compensation. Plaintiff also suspects that
11 hours exceeding eight (8) in a day or forty (40) in a week were not always paid at the premium
12 overtime rate required under the California Labor Code.

13 20. Moreover, Plaintiff identifies as an openly gay male, a fact known to Defendant’s
14 management. During his tenure, management discouraged Plaintiff from discussing “everyday
15 topics” with certain female youth clients, insinuating that his sexual orientation rendered him
16 incapable or unfit to communicate about such matters.

17 21. These admonitions singled out Plaintiff in a manner that was neither matched nor imposed
18 upon his heterosexual peers. Plaintiff felt targeted, humiliated, and hindered from effectively
19 performing his role without the shadow of bigotry.

20 22. Such discriminatory conduct exacerbated the hostile environment in which he labored,
21 compounding the stress of his missing wages, diminishing hours, and irregular scheduling status.

22 23. Despite the foregoing, Defendant has refused to furnish a formal notice of termination. By
23 drastically reducing Plaintiff’s hours to next to nothing, withholding earned wages, and harassing
24 him over his sexual orientation, Defendant has effectively forced Plaintiff out of meaningful
25 employment.

26 24. No official letter, memorandum, or exit documentation has been offered to clarify his
27 present standing. Instead, Plaintiff languishes with the label of “employee” while receiving no
28 actual shifts and no resolution to his substantial wage-related claims.

PAGA ALLEGATIONS

25. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

26. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

27. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

28. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

29. On January 6, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

30. Upon expiration of the 65-day notice period, if the LWDA does not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code, Plaintiff will amend this complaint to add a cause of action seeking PAGA Penalties on behalf of all Aggrieved Employees.

31. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

1 32. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants within one year prior to January 6, 2025, through
3 final disposition of this action.”

4 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

5 33. On March 27, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
6 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
7 Retaliation against Defendant. On March 27, 2025 the CCRD issued a Notice of Case Closure and
8 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
9 order to enforce their rights under FEHA.

10 34. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
11 prerequisite to filing this action.

12 **FIRST CAUSE OF ACTION**

13 **Failure to Provide Compliant Meal Periods**

14 **By Plaintiff Against All Defendants**

15 35. Plaintiff incorporates by reference the paragraphs above.

16 36. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
17 employee for a work period of more than five hours per day without providing the employee with a
18 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
19 without providing the employee with a second meal period of not less than 30 minutes”.

20 37. An employer provides compliant meal breaks to its employees “if it relieves its employees
21 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
22 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
23 1004, 1040 (2012)).

24 38. Not only must an employer affirmatively relieve its employees of all duty during their meal
25 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
26 (*Brinker*, supra).

27 39. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

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1 40. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
2 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
3 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
4 11 Cal. 5th 858 (2021)).

5 41. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
6 break was missed.

7 42. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
8 penalties, attorney fees, and costs.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **By Plaintiff Against All Defendants**

12 43. Plaintiff incorporates by reference the paragraphs above.

13 44. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
14 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
15 per four hours or major fraction thereof.

16 45. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
17 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
18 5th 257, 269 (2016)).

19 46. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

20 47. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
21 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
22 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
23 11 Cal. 5th 858 (2021)).

24 48. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
25 break was missed.

26 49. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
27 penalties, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked**

3 **By Plaintiff Against All Defendants**

4 50. Plaintiff incorporates by reference the paragraphs above.

5 51. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
6 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
7 40 hours in a workweek.

8 52. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

9 53. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
10 penalties, attorney fees, and costs.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay All Overtime Owed**

13 **By Plaintiff Against All Defendants**

14 54. Plaintiff incorporates by reference the paragraphs above.

15 55. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
16 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
18 one-half times the regular rate of pay for an employee.”

19 56. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

20 57. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
21 interest, penalties, attorney fees, and costs.

22 **FIFTH CAUSE OF ACTION**

23 **Wage Statement Penalties**

24 **By Plaintiff Against All Defendants**

25 58. Plaintiff incorporates by reference the paragraphs above.

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1 59. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants, as a matter
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 60. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
6 and incomplete.

7 61. Defendants knowingly and intentionally issued wage statements that were inaccurate and
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
9 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

10 62. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
11 costs.

12 **SIXTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **By Plaintiff Against All Defendants**

15 63. Plaintiff incorporates by reference the paragraphs above.

16 64. Labor Code sections 201 and 202 require that an employer provide an employee with all
17 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
18 employee's resignation.

19 65. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
20 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
21 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
22 thirty days.

23 66. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
24 conclusion of employment.

25 67. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
26 and costs.

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1 **SEVENTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 68. Plaintiff incorporates by reference the paragraphs above.

5 69. Defendants' conduct described herein constitutes unfair competition.

6 70. Specifically, Defendants have gained an unfair advantage over other similarly situated
7 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
8 owed.

9 71. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

11 72. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **EIGHTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

14 **By Plaintiff and the Aggrieved Employees Against All Defendants**

15 73. Plaintiff incorporates by reference the paragraphs above.

16 74. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
17 violation(s) of the Labor Code.

18 75. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

19 76. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
20 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
21 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

22 77. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
23 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
24 the penalties in Labor Code section 2699 apply.

25 78. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
26 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
27 sections 1197.1 and 2699 apply.

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1 79. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
3 sections 558, 1197.1, and 2699 apply.

4 80. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
5 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
6 and 2699 apply.

7 81. With respect to violations of Labor Code section 203 for failure to pay all wages due to
8 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
9 Labor Code section 2699 apply.

10 82. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
11 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
12 the manner alleged herein.

13 83. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
14 to Labor Code section 2699(g).

15 **NINTH CAUSE OF ACTION**

16 **Violation of California Government Code §12940(j) – Sexual Harassment**

17 **By Plaintiff Against All Defendants**

18 84. Plaintiff incorporates by reference the paragraphs above.

19 85. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
20 force and effect and was binding upon Defendants and each of them.

21 86. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
22 independent contractor to be subjected to harassment based on "race," "national origin, ancestry,
23 physical disability, mental disability, medical condition" or "sex."

24 87. During their employment with Defendants, Plaintiff was subjected to numerous instances of
25 harassment based on their sexual orientation (described supra).

26 88. The harassment of Plaintiff was reported and known to Defendants.

27 89. Defendants failed to take immediate and appropriate corrective action.

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1 90. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
2 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
3 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
4 symptoms.

5 91. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
6 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
7 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
8 the award of punitive and exemplary damages in an amount to be determined at trial.

9 92. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
10 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
11 including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(b).

12 **TENTH CAUSE OF ACTION**

13 **Violation of California Government Code § 12940 et seq. – Discrimination based on Sexual**

14 **Orientation**

15 **By Plaintiff Against All Defendants**

16 93. Plaintiff incorporates by reference the paragraphs above.

17 94. Government Code § 12940(a) prohibits an employer from discriminating against an
18 employee in compensation or in terms, conditions, or privileges of employment because of the
19 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
20 condition" or "sex."

21 95. During their employment with Defendants, Plaintiff was subjected to discrimination based
22 on their sexual orientation

23 96. Plaintiff was subjected to discrimination based on their sexual orientation (described supra).

24 97. Plaintiff was terminated because of their sexual orientation.

25 98. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
26 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
27 below.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 (h) - Retaliation**

3 **By Plaintiff Against All Defendants**

4 99. Plaintiff incorporates by reference the paragraphs above.

5 100. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
6 employee who opposes or makes a complaint for practices forbidden by FEHA.

7 101. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

8 102. Defendants retaliated against Plaintiff in violation of California Government Code §
9 12940(h).

10 103. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
11 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

12 **TWELFTH CAUSE OF ACTION**

13 **Wrongful Termination in Violation of Public Policy**

14 **By Plaintiff Against All Defendants**

15 104. Plaintiff incorporates by reference the paragraphs above.

16 105. At all times mentioned in this complaint, it was a fundamental policy of the State of
17 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
18 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
19 engagement in protected activity.

20 106. Based on the actions described above, Defendants constructively discharged Plaintiff for
21 engaging in protected activity.

22 107. Defendants actions were in violation of California Public Policy.

23 108. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
24 will continues to suffer damages, as stated below.

25 **THIRTEENTH CAUSE OF ACTION**

26 **HOSTILE WORK ENVIRONMENT**

27 **(Against All Defendants)**

28 109. Plaintiff incorporates by reference the paragraphs above.

1 110. Plaintiff was an employee for such terms, conditions, and privileges of employment under
2 the control of Defendant, including for purposes of applying state and federal antidiscrimination
3 laws.

4 111. Throughout Plaintiff's time working for Defendant, he was subjected to unwanted, severe,
5 and pervasively hostile work environment through the harassing and discriminatory conduct alleged
6 herein in violation of FEHA because of his sexual orientation. Plaintiff openly regarded the working
7 environment to be hostile and abusive.

8 112. This hostile environment altered the terms and conditions of Plaintiff's employment and had
9 the purpose or effect of unreasonably interfering with his ability to perform his employment duties.

10 113. Defendants' harassing behavior was continuous throughout Plaintiff's time as an employee
11 of Defendant, and Plaintiff is therefore entitled to application of the continuing violation or hostile
12 work environment doctrine with respect to the allegations raised herein.

13 114. Because the conduct occurred with such regularity that it became routine, a reasonable
14 person in Plaintiff's position would consider the working environment to be abusive and hostile.

15 115. As a direct and proximate result of the egregious conduct alleged herein, Defendant has
16 caused Plaintiff to suffer damages including, but not limited, loss of earnings, medical costs,
17 attorneys' fees, costs of suit, and other pecuniary damages in an amount in excess of the
18 jurisdictional minimum of this Court.

19 116. As a further result of the hostile working conditions alleged herein, Plaintiff has suffered,
20 and continues to suffer from humiliation and emotional distress in an amount to be proven at trial.

21 117. Defendant had advanced knowledge that its employees within its control had previously
22 engaged in harassing conduct yet continued to employ these employees subsequent to learning that
23 this harassing conduct was continuing and ongoing in nature. Defendant's failure to take action was
24 a conscious and callous disregard for Plaintiff's safety and rights. Additionally, this harassing
25 conduct was carried out in a despicable, oppressive, and malicious manner, intended to injure or
26 damage Plaintiff, and did so in conscious disregard of his rights, thereby justifying an award of
27 punitive damages in amount to be determined at trial.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

3 **First Cause of Action**

- 4 1. Damages and/or penalties pursuant to Labor Code section 226.7
5 2. Interest
6 3. Attorneys' fees
7 4. Costs
8 5. Other relief the court deems proper

9 **Second Cause of Action**

- 10 1. Damages and/or penalties pursuant to Labor Code section 226.7
11 2. Interest
12 3. Attorneys' fees
13 4. Costs
14 5. Other relief the court deems proper

15 **Third Cause of Action**

- 16 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
17 2. Liquidated damages
18 3. Interest
19 4. Attorneys' fees
20 5. Costs
21 6. Other relief the court deems proper

22 **Fourth Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Fifth Cause of Action

- 2 1. Penalties pursuant to Labor Code section 226
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Sixth Cause of Action

- 7 1. Penalties pursuant to Labor Code section 203
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 Seventh Cause of Action

- 12 1. Restitution of all wrongfully withheld wages
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper

16 Eighth Cause of Action

- 17 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
18 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
19 violate the California Labor Code in the manner alleged herein
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper

23 Ninth Cause of Action

- 24 1. Back pay and front pay
25 2. Interest on the above amounts
26 3. Compensatory damages
27 4. Punitive damages
28 5. Attorneys' fees

- 1 6. Costs
- 2 7. Other relief the court deems proper

3 Tenth Cause of Action

- 4 1. Compensatory damages
- 5 2. Punitive damages
- 6 3. Attorneys' fees
- 7 4. Costs
- 8 5. Other relief the court deems proper

9 Eleventh Cause of Action

- 10 1. Compensatory damages
- 11 2. Punitive damages
- 12 3. Attorneys' fees
- 13 4. Costs
- 14 5. Other relief the court deems proper

15 Twelfth Cause of Action

- 16 1. Compensatory damages
- 17 2. Punitive damages
- 18 3. Attorneys' fees
- 19 4. Costs
- 20 5. Other relief the court deems proper

21 Thirteenth Cause of Action

- 22 1. Compensatory damages
- 23 2. Punitive damages
- 24 3. Attorneys' fees
- 25 4. Costs
- 26 5. Other relief the court deems proper

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2 DATED: May 8, 2025

FRONTIER LAW CENTER

3 *Daniel Ginzburg*
4 _____
5 DANIEL GINZBURG

6 *Attorney for Plaintiff*
7 PABLO JUNIOR ROBLES,
8 individually and on behalf of all
9 others similarly situated
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