

LAW OFFICES OF MORRIS NAZARIAN, APC

Morris Nazarian (SBN 230275)
10960 Wilshire Blvd. Suite 750
Los Angeles, California 90024
Telephone: (310) 284-7333
Facsimile: (310) 284-7332
Email: monazarian@yahoo.com

Attorney for Plaintiff

JOSE DOLORES TELLEZ SOSA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE DOLORES TELLEZ SOSA, an individual,

Plaintiff,

vs.

J.K.Y. INC., A California Corporation;
ENVIRONMENTAL RESTORATION SERVICES,
a business entity of unknown form; JASSEM AL-
MOHAMMED, an Individual; JAY AL-
MOHAMMED, an Individual; and DOES 1 through
25, Inclusive,

Defendants.

Case Number: **25STCV11331**

COMPLAINT FOR DAMAGES,

1. FAILURE TO PAY MINIMUM WAGES;
2. FAILURE TO PAY OVERTIME WAGES;
3. FAILURE TO PROVIDE LAWFUL MEAL BREAKS;
4. FAILURE TO PROVIDE LAWFUL REST BREAKS;
5. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS;
6. FAILURE TO PAY WAGES PROMPTLY UPON TERMINATION;
7. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq*;
8. PRIVATE ATTORNEYS GENERAL ACT
9. FAILURE TO PROVIDE SICK PAY AND FAILURE TO PROVIDE PAID SICK LEAVE BALANCE;
10. DENIAL OF AND DISCRIMINATION BASED UPON USE OF SICK LEAVE IN VIOLATION OF LABOR CODE SECTIONS 233, 234, AND 246.5;

11. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;
12. RETALIATION IN VIOLATION OF
PUBLIC POLICY.

[AMOUNT DEMANDED EXCEEDS \$35,000.00]

DEMAND FOR JURY TRIAL

I.

INTRODUCTION

Plaintiff, JOSE DOLORES TELLEZ SOSA ("PLAINTIFF"), brings this Complaint against Defendants J.K.Y. INC., A California Corporation; ENVIRONMENTAL RESTORATION SERVICES, a business entity of unknown form; JASSEM AL-MOHAMMED, an Individual; JAY AL-MOHAMMED, an Individual; and DOES 1 through 25, Inclusive., and alleges as follows:

II.

PARTIES

1. At all times mentioned herein, Plaintiff Jose Dolores Tellez Sosa is and was a resident of Los Angeles County, State of California.

2. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned herein, Defendant J.K.Y. INC (hereinafter "JKY") has been registered with the Secretary of State as a California corporation, engaged in the business of general contractor, with its principal business office located in the City and County of Los Angeles.

3. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned herein, Defendant ENVIRONMENTAL RESTORATION SERVICES (hereinafter "ERS") is, and at all times was a sole proprietorship and/or an unincorporated business existing under and by virtue of the of the laws of the State of California, engaged in the business of general contractor. PLAINTIFF is further

1 informed and believes, and thereupon alleges, that ERS is authorized to conduct business in the State of
2 California and does conduct business in the State of California; specifically, ERS maintains and
3 conducts business in the County of Los Angeles, State of California. Plaintiff is informed and believes,
4 and on that basis alleges, that at all times mentioned herein, ERS was Plaintiff's joint employer.

5
6 4. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned
7 herein, Defendant JASSEM AL-MOHAMMED, is, and at all times was an individual residing in the
8 County of Los Angeles, State of California and an owner of Defendant ERS, and an officer of JKY.
9 Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned herein, JASSEM
10 AL-MOHAMMED was Plaintiff's joint employer.
11

12 5. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned
13 herein, Defendant JAY AL-MOHAMMED, is, and at all times was an individual residing in the County
14 of Los Angeles, State of California and an owner of Defendant ERS, and an officer of JKY. Plaintiff is
15 informed and believes, and on that basis alleges, that at all times mentioned herein, JAY AL-
16 MOHAMMED was Plaintiff's joint employer.
17

18 6. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES
19 1 through 25, inclusive, and therefore sue these defendants by such fictitious names and capacities.
20 Plaintiff will amend this Complaint to show their true names and capacities when they have been
21 ascertained. Plaintiff is informed and believes and thereon alleges that at all times relevant, Defendants
22 JKY, ERS, JASSEM AL-MOHAMMED, JAY AL-MOHAMMED and each of these fictitiously named
23 DOE defendants was an individual person or entity who owned, controlled, or managed the business for
24 which Plaintiff worked and/or who directly or indirectly exercised operational control over the wages,
25 hours, and working conditions of Plaintiff. These DOES held ownership, officer, director and/or
26 executive positions with the remaining Defendants, and acted on behalf of the remaining Defendants,
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1 which included decision-making responsibility for, and establishment of, illegal payroll practices and
2 policies for Defendants which have damaged Plaintiff and others similarly situated. Therefore, DOES
3 1 - 25, in addition to the remaining Defendants, are “employers” as a matter of law and personally liable
4 on the causes of action alleged herein.
5

6 7. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 1 - 25 are,
7 and at all times relevant hereto were, persons, corporations or other business entities organized and
8 existing under and by virtue of the laws of the State of California, and are/were qualified to transact and
9 conduct business in the State of California, and did transact and conduct business in the State of
10 California, and are thus subject to the jurisdiction of the State of California. Specifically, DOES 1 - 25
11 maintain offices, operate businesses, employ persons, conduct business in, and illegally pay employees
12 by illegal payroll practices and policies in the County of Los Angeles.
13

14 8. Plaintiff is further informed and believes, and thereon alleges, that each of the fictitiously
15 named defendants aided and assisted the named Defendants in committing the wrongful acts alleged
16 herein, and that Plaintiff’s damages were proximately caused by each defendant.
17

18 9. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
19 mentioned, one or more of each named and/or unnamed defendant(s) was the agent, servant, employee,
20 or employer of one or more of the remaining named and/or unnamed defendant(s) and, as hereinafter
21 alleged, was acting within the scope of such authority, consent, agency, servancy, or employment.
22 Plaintiff is informed and believes, and on that basis alleges, that at all relevant times Defendants JKY,
23 ERS, JASSEM AL-MOHAMMED, JAY AL-MOHAMMED and one or more of these fictitiously
24 named DOE Defendants was an individual person who owned, controlled, or managed the business for
25 which Plaintiff worked and/or who directly or indirectly exercised operational control over the wages,
26 hours and working conditions of Plaintiff. These DOES held ownership, officer, director and/or
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1 executive positions with Defendants, and acted on behalf of the remaining Defendants, which included
2 decision-making responsibility for, and establishment of, illegal payroll practices and policies for
3 Defendants which have damaged Plaintiff and others similarly situated.
4

5 10. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
6 mentioned, one or more of each named and/or unnamed defendant(s) was in some fashion, by contract
7 or otherwise, the successors, assigns, joint venturers, co-venturers or partners of one or more of the
8 remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting within that
9 capacity.
10

11 11. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
12 mentioned, one or more of each unnamed defendant(s) was in some fashion, by contract or otherwise,
13 the assured, insured, indemnitor, guarantor of one or more of the remaining named and/or unnamed
14 defendant(s) for the acts alleged herein and was acting within that capacity.
15

16 12. Plaintiff is informed and believes, and thereon alleges, that Defendants JKY and ERS
17 were, at all relevant times, the alter ego of Defendant Jassem Al-Mohammed, and Jay Al-Mohammed
18 (or "Defendants DOES 1–25"), and that there exists such a unity of interest and ownership between them
19 that the separate personalities of the individuals and the corporate entity no longer exist.
20

21 13. Plaintiff is informed and believes, and thereon alleges, that Defendants used the corporate
22 entity to perpetrate a fraud, circumvent a statute, or accomplish some other wrongful or inequitable
23 purpose.
24

25 14. Plaintiff is informed and believes, and thereon alleges, that Defendants commingled
26 personal and corporate funds, failed to follow corporate formalities, undercapitalized the business, and
27 used the corporation as a mere shell, instrumentality, or conduit for individual or parent company
28 benefit.

15. Adherence to the fiction of the separate existence of the corporation would sanction a fraud, promote injustice, and permit the abuse of the corporate form.

16. Accordingly, Plaintiff alleges that the individual owners and/or affiliated entities named as DOES 1–25 are personally liable for the acts and omissions alleged herein, under the alter ego doctrine.

17. Defendants JKY, ERS, Jassem Al-Mohammed, Jay Al-Mohammed, and Does 1 through 25 are referred to as “Defendants”

III.

JURISDICTION & VENUE

18. Jurisdiction is proper under California law because Defendant's conduct occurred in California.

19. Venue is proper in this court because Defendant employs or employed Plaintiff in this County and the violations occurred here.

IV.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

20. Plaintiff is informed and believes that the Defendants are engaged by clients to provide construction services and that, in addition, the Defendants purchase homes for the purpose of renovating and reselling them.

21. Defendants in order to service its customers and in order to “flip” houses, hires workers to aid Defendants in providing construction services. The cost, as proscribed by law, of the personnel hired to work for Defendants, includes not only the pay and overtime pay of these employees, the providing of meal and rest breaks, and the providing of itemized wage statements, but the cost of the

1 employer's share of tax payments to the federal and state governments for income taxes, social security
2 taxes, medicare insurance, unemployment insurance and payments for workers' compensation insurance
3 ("Business Related Expenses"). To avoid the payment of these legally proscribed Business Related
4 Expenses to the fullest extent possible, Defendants misclassify the workers, including Plaintiff, as
5 independent contractors.
6

7 22. California Labor Code Section 226.8 provides that "[i]t is unlawful for any person or
8 employer to engage in ... [w]illful misclassification of an individual as an independent contractor." The
9 penalty for willful misclassification of employees is a "civil penalty of not less than five thousand dollars
10 (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other
11 penalties or fines permitted by law." It is further provided that, in the event that an employer is found to
12 have engaged in "a pattern or practice of these violations," the penalties increase to "not less than ten
13 thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation,
14 in addition to any other penalties or fines permitted by law." Cal. Labor Code § 226.8
15

16 23. Here, Defendants have willfully misclassified Plaintiff and other workers as described in
17 Cal. Labor Code § 226.8, and further, Defendants have engaged in a "pattern or practice" of such
18 violations as contemplated by the California Labor Code.
19

20 24. Plaintiff was employed by Defendants as a foreman for approximately 14-15 years and
21 his employment ended on or about October 21, 2024.
22

23 25. During the last four years of his employment with Defendants, Plaintiff was paid a daily
24 salary of \$250.00, irrespective of the number of hours worked.
25

26 26. California Labor Code § 3357 defines "employee" as "every person in the service of an
27 employer under any appointment or contract of hire or apprenticeship, express or implied, oral or written,
28 whether lawfully or unlawfully employed."

1 27. During his employment with Defendants, Plaintiff was not free from the control and
2 direction of Defendants in connection with the performance of the work, both under the contract for the
3 performance of the work.
4

5 28. Plaintiff was not involved in a distinct business.

6 29. Plaintiff had no opportunity for profit or loss because Defendants only paid Plaintiff a
7 daily salary.
8

9 30. Defendants controlled and assigned the workers which tasks were to be performed.

10 31. Plaintiff performed services and labor which was part of the core of Defendants' principal
11 business and is closely integrated with and essential to the employer's business of services and labor to
12 their customers.

13 32. Plaintiff performed the work himself and did not hire others to perform his work for him.

14 33. As a result, stripped of all the legal fictions and artificial barriers to an honest
15 classification of the relationship between Plaintiff and Defendants, Plaintiff was an employee of
16 Defendants and not an independent contractor of Defendants.
17

18 34. During Plaintiff's employment, Defendant failed to provide paid sick leave as required
19 by California Labor Code § 246.

20 35. Shortly prior to his termination, Plaintiff requested paid sick leave, which Defendant
21 denied.
22

23 36. Defendant failed to include accrued sick leave information on Plaintiff's wage statements
24 in violation of Labor Code § 226
25
26
27
28

V.
CLAIMS FOR RELIEF
FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

Against All Defendants and DOES 1 through 25, Inclusive

37. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

38. As a pattern and practice, Defendants failed and refused to pay Plaintiff minimum wages owed to him pursuant to the applicable Wage Order by, inter alia, requiring or permitting Plaintiff, to work overtime for which Plaintiff was not compensated.

39. As a result of Defendants violations of Labor Code §§ 1194 and 1197 for failure to pay minimum wage, Plaintiff is entitled to recover unpaid minimum wage compensation and interest thereon pursuant to Labor Code § 218.6, plus attorneys' fees and costs pursuant to Labor Code § 218.5, in an amount to be established according to proof at trial.

40. Pursuant to Labor Code § 1194.2, in any action under Section 1194 to recover wages as a result of payment less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

41. Plaintiff was not paid at least the minimum wage for all hours worked in excess of 8 hours in a day and/or forty hours in a week, as required by the Labor Code.

42. Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon, plus attorneys' fees and costs, in an amount to be established according to proof at trial.

43. Pursuant to Labor Code section 558.1, Defendants JASSEM AL-MOHAMMED and JAY AL-MOHAMMED who are owners, directors, officers, or managing agents of JKY and ERS, may

1 be held liable as the employer for such violation since Plaintiff is informed and believes and on that
2 basis alleges that Defendant JASSEM AL-MOHAMMED and JAY AL-MOHAMMED were acting on
3 behalf of JKY and ERS and caused the labor codes alleged in this cause of action to be violated.
4

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME WAGES**

7 **Against All Defendants and DOES 1 through 25, Inclusive**

8 44. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
9 prior paragraphs of this Complaint.

10 45. Labor Code § 510 states that an employee must be paid overtime, equal to one and one-
11 half (1 ½) times the employee's regular rate of pay, for all hours worked in excess of eight (8) hours in
12 one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8)
13 hours worked on the seventh day of work in any one workweek. Labor Code § 510 also states that any
14 work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the
15 regular rate of pay for an employee.
16

17 46. Plaintiff is entitled to bring a civil action to recover on claims involving failure to pay
18 overtime pursuant to Labor Code § 1194. Labor Code Section 1194(a) provides that an employee who
19 had not been paid overtime compensation could recover the unpaid balance of the full amount of
20 overtime wages due, including interest thereon, together with reasonable attorney's fees and costs of
21 suit.
22

23 47. Plaintiff worked more than forty (40) hours per week and/or eight (8) hours per day, but
24 was not paid overtime wages for such work.

25 48. Defendants have failed and refused to pay overtime compensation to Plaintiff.

26 49. Plaintiff is informed and believes, and on that basis alleges, that Defendants lacked an
27 overtime policy.
28

1 50. Defendants knew or should have known that Plaintiff was misclassified as an
2 independent contractor and Defendants elected, either through intentional malfeasance or gross
3 nonfeasance, not to pay Plaintiff overtime wages for his labor as a matter of corporate policy, practice
4 and procedure.
5

6 51. Pursuant to Labor Code § 1194, Plaintiff is entitled to recover unpaid overtime
7 compensation and interest thereon pursuant to Labor Code § 218.6, plus attorneys' fees and costs
8 pursuant to Labor Code § 218.5, in an amount to be established according to proof at trial.
9

10 52. Plaintiff also requests recovery of any statutory penalties against Defendants in a sum as
11 provided by the California Labor Code and/or other statutes. Plaintiff is also be entitled to waiting time
12 penalties under Cal. Lab. Code § 203, which penalties are sought herein.

13 53. Pursuant to Labor Code § 1194.2, in any action under Section 1194 to recover wages as
14 a result of payment less than the minimum wage fixed by an order of the commission or by statute, an
15 employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully
16 unpaid and interest thereon.
17

18 54. Plaintiff was not paid at least the minimum wage for all overtime hours worked, as
19 required by the Labor Code.

20 55. Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid and interest thereon, plus attorneys' fees and costs, in an amount to be
22 established according to proof at trial.

23 56. Pursuant to Labor Code section 558.1, Defendants JASSEM AL-MOHAMMED and
24 JAY AL-MOHAMMED who are owners, directors, officers, or managing agents of JKY and ERS, may
25 be held liable as the employer for such violation since Plaintiff is informed and believes and on that
26 basis alleges that Defendant JASSEM AL-MOHAMMED and JAY AL-MOHAMMED were acting on
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1 behalf of JKY and ERS and caused the labor codes alleged in this cause of action to be violated.

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3 **THIRD CAUSE OF ACTION**

4 **FAUILURE TO PROVIDE LAWFUL MEAL BREAKS**

5 **Against All Defendants and DOES 1 through 25, Inclusive**

6 57. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
7 prior paragraphs of this Complaint.

8 58. Pursuant to California Labor Code § 512, no employer shall employ any person for a
9 work period of more than five (5) hours without a meal period of not less than 30 minutes.

10 59. California Labor Code § 226.7 provides that an employer shall not require an employee
11 to work during a meal or rest period mandated pursuant to an applicable statute or order of the Industrial
12 Welfare Commission.

13 60. Labor Code § 226.7 mandates that an employer shall pay the employee one additional
14 hour of pay at the employee's regular rate of compensation for each workday that the meal period is not
15 provided.

16 61. Defendants did not provide Plaintiff with required meal period on a number of workdays.
17 Furthermore, Defendants failed to compensate Plaintiff one hour of pay for each workday that a meal
18 period was not provided.

19 62. As a result of Defendants' conduct, Plaintiff has sustained economic damages, including
20 but not limited to unpaid wages and lost interest, in an amount to be established at trial, and Plaintiff is
21 entitled to recover economic and statutory damages and penalties and other appropriate relief from
22 Defendants' violations of the California Labor Code.

23 63. Pursuant to Labor Code section 558.1, Defendants JASSEM AL-MOHAMMED and
24 JAY AL-MOHAMMED who are owners, directors, officers, or managing agents of JKY and ERS, may
25 be held liable as the employer for such violation since Plaintiff is informed and believes and on that
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1 basis alleges that Defendant JASSEM AL-MOHAMMED and JAY AL-MOHAMMED were acting on
2 behalf of JKY and ERS and caused the labor codes alleged in this cause of action to be violated.
3

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

6 **Against All Defendants and DOES 1 through 25, Inclusive**

7 64. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
8 prior paragraphs of this Complaint.

9 65. California Labor Code § 226.7 prohibits an employer from requiring an employee to
10 work during any rest period mandated by an applicable Industrial Wage Order.

11 66. Pursuant to the applicable Wage Order, every employer shall authorize and permit all
12 employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major
13 fraction thereof.

14 67. If an employer fails to provide an employee with a rest period as required, the employer
15 must pay the employee one hour of pay at the employee's regular rate of compensation for each workday
16 that a rest period is not provided as required.

17 68. Defendants failed to authorize or permit Plaintiff to take a rest period on a number of
18 workdays. Furthermore, Defendants failed to compensate Plaintiff one hour of pay for each workday
19 that a rest period was not provided.

20 69. As a result of Defendants' conduct, Plaintiff has sustained economic damages, including
21 but not limited to unpaid wages and lost interest, in an amount to be established at trial, and Plaintiff, is
22 entitled to recovery economic and statutory damage and penalties and other appropriate relief from
23 Defendants' violations of the California Labor Code.

24 70. Pursuant to Labor Code section 558.1, Defendants JASSEM AL-MOHAMMED and
25 JAY AL-MOHAMMED who are owners, directors, officers, or managing agents of JKY and ERS, may
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1 be held liable as the employer for such violation since Plaintiff is informed and believes and on that
2 basis alleges that Defendant JASSEM AL-MOHAMMED and JAY AL-MOHAMMED were acting on
3 behalf of JKY and ERS and caused the labor codes alleged in this cause of action to be violated.
4

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

7 **Against All Defendants and DOES 1 through 25, Inclusive**

8 71. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
9 prior paragraphs of this Complaint.

10 72. California Labor Code Section 226 requires an employer to furnish its employees an
11 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
12 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned,
13 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
14 only the last four digits of the employee's social security number or an employee identification number
15 other than a social security number, (8) the name and address of the legal entity that is the employer and,
16 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate by the employee.
18

19 73. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not furnish
20 Plaintiff with itemized statements in writing showing the total hours worked, the applicable rates of pay
21 for each hour worked, or the total compensation owed.
22

23 74. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not
24 maintain accurate records pertaining to the total hours worked for such Defendants by Plaintiff,
25 including the total hours worked, the applicable rates of pay for each hour worked, and the total
26 compensation owed.

27 75. Defendants have knowingly and intentionally failed and continue to fail to comply with
28

1 Labor Code § 226(a).

2
3 76. Pursuant to California Labor Code 226.3, “[A]ny employer who violates subdivision (a)
4 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
5 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
6 violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction
7 statement or fails to keep the records required in subdivision (a) of Section 226.”

8 77. Pursuant to Labor Code § 226(h), Plaintiff, Class Members, and Aggrieved Employees
9 are entitled to an award of costs and reasonable attorneys’ fees

10 78. California Labor Code § 1174 requires employers (a) to preserve and keep all employee
11 payroll records for at least three years and (b) to record the names and addresses of all current employees
12 and (c) *Keep, at a central location in the state or at the plants or establishments at which employees are*
13 *employed, payroll records showing the hours worked daily by and the wages paid to employees.*

14 79. California Labor Code 1174.5 provides that “[A]ny person employing labor who
15 willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and
16 complete records required by subdivision (d) of Section 1174, or to allow any member of the
17 commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174,
18 shall be subject to a civil penalty of five hundred dollars (\$500).”

19 80. California Labor Code 1175 provides that “[A]ny person, or officer or agent thereof, is
20 guilty of a misdemeanor who... (a) Neglects or refuses to furnish the information requested under the
21 provisions of Section 1174; (b) Refuses access to his place of business or employment to any member
22 of the commission or employee of the Division of Labor Standards Enforcement when administering or
23 enforcing this chapter; (c) Hinders such member, or employee in securing information authorized
24 by Section 1174; Or, (d) Fails to keep any of the records required by Section 1174.

1 81. Did not maintain the daily hours worked by Plaintiff.

2 82. By failing to keep such records, Defendants violated Labor Code Sections 1174, 1174.5,
3 and 1175.
4

5 83. As such, Plaintiff is also entitled to recover penalties pursuant to Labor Code § 1174.5.

6 84. Pursuant to Labor Code section 558.1, Defendants JASSEM AL-MOHAMMED and
7 JAY AL-MOHAMMED who are owners, directors, officers, or managing agents of JKY and ERS, may
8 be held liable as the employer for such violation since Plaintiff is informed and believes and on that
9 basis alleges that Defendant JASSEM AL-MOHAMMED and JAY AL-MOHAMMED were acting on
10 behalf of JKY and ERS and caused the labor codes alleged in this cause of action to be violated.
11

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES PROMPTLY AFTER TERMINATION**

14 **Against All Defendants and DOES 1 through 25, Inclusive**

15 85. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
16 prior paragraphs of this Complaint.

17 86. Labor Code § 201 requires employers to pay all compensation due and owing to their
18 employees immediately upon discharge.

19 87. Labor Code § 202 requires employers to pay all compensation due and owing to an
20 employee who quits his or her employment no later than 72 hours after the time of quitting.

21 88. Labor Code § 203 provides that if an employer willfully fails to pay compensation
22 promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable
23 for “waiting time” penalties in the form of continued compensation at the employee’s regular rate of pay
24 for each day that wages remain unpaid, up to thirty days.
25

26 89. Defendants failed and continue to fail to pay Plaintiff, who is no longer an employee of
27 Defendants all wages due immediately upon termination as required by Labor Code § 201, or within 72
28

1 hours as required by Labor Code § 202. To date, Defendants have still not paid Plaintiff who is no longer
2 an employee of Defendants.

3
4 90. Defendants willfully failed and continue to fail to pay Plaintiff, who is no longer an
5 employee of Defendants wages pursuant to the requirements of Labor Code §§ 201 and 202, and
6 therefore Plaintiff, who is no longer an employee of Defendants is entitled to recover unpaid wages,
7 waiting-time penalties under Labor Code § 203, plus attorneys' fees and costs, in an amount to be
8 established according to proof at trial

9
10 91. Pursuant to Labor Code section 558.1, Defendants JASSEM AL-MOHAMMED and
11 JAY AL-MOHAMMED who are owners, directors, officers, or managing agents of JKY and ERS, may
12 be held liable as the employer for such violation since Plaintiff is informed and believes and on that
13 basis alleges that Defendant JASSEM AL-MOHAMMED and JAY AL-MOHAMMED were acting on
14 behalf of JKY and ERS and caused the labor codes alleged in this cause of action to be violated.

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR BUSINESS PRACTICES**

17 **BUS. & PROF. CODE §§ 17200, ET SEQ**

18 **Against Defendants JKY and ERS and DOES 1 through 25 Inclusive**

19 92. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
20 prior paragraphs of this Complaint.

21 93. Business and Professions Code § 17200 prohibits unfair competition in the form of any
22 unlawful, unfair, or fraudulent business act or practice.

23
24 94. Business and Professions Code § 17204 allows "any person who has suffered injury in
25 fact and has lost money or property" to prosecute a civil action for violation of the Unfair Competition
26 Law.

27 95. Defendants have committed unlawful, unfair, and/or fraudulent business acts and
28

1 practices as defined by Business and Professions Code §§ 17200, et seq., by willfully misclassifying
2 employees as independent contractors, failing to pay wages for all hours worked, including overtime
3 wages, failing to provide compliant meal and rest breaks or pay meal and rest break premiums owed,
4 and failing to pay wages due at the time of separation.

5
6 96. The unlawful actions of Defendants constitute false, unfair, fraudulent, and/or deceptive
7 business practices, within the meaning of Business and Professions Code §§ 17200, et seq.

8
9 97. Plaintiff alleges that Defendants misclassified Plaintiff in order forgo paying Plaintiff
10 appropriate wages and to pay Plaintiff without taking deductions for payroll taxes, Social Security,
11 Medicare, or state disability and issue for the employee security guards federal tax form 1099 instead of
12 a W-2. Defendant's failure to provide sick leave and accurate wage statements also constitutes unlawful
13 and unfair business practices.

14
15 98. As a direct and proximate result of these unlawful and unfair practices, Plaintiff has
16 suffered injury in fact and lost income in that Defendants have become unjustly enriched by the savings
17 in salaries, benefits, and other employment perquisites that Plaintiff would otherwise have earned but
18 for the aforesaid unfair business practices. Defendants should be made to disgorge and make restitution
19 of and restore all ill-gotten gains attributable to these acts and practices to Plaintiff.

20
21 99. Pursuant to Business & Professions Code Section 17203, injunctive relief is necessary to
22 prevent Defendants from continuing to engage in the unfair business practices as alleged herein. Plaintiff
23 is informed and believes that Defendants, and persons acting in concert with them, have committed and
24 will continue to commit the above unlawful acts unless restrained or enjoined by this Court. Unless the
25 relief prayed for below is granted, a multiplicity of actions will result. Plaintiff has no plain, speedy, or
26 adequate remedy at law, in that pecuniary compensation would not afford adequate and complete relief.
27 The above-described acts will cause great and irreparable damage to Plaintiff unless Defendants are
28

1 restrained from committing further illegal acts.

2
3 100. Plaintiff's success in this action will result in the enforcement of important rights. Private
4 enforcement of the rights enumerated in this complaint is necessary, as public agencies have only sought
5 limited enforcement of those rights, if any. Plaintiff is incurring a financial burden in pursuing this.
6 Plaintiff further seeks to enjoin the above-referenced unlawful actions under the Labor Code. Therefore,
7 Plaintiff seeks an award of attorney's fees and costs of suit on this cause of action pursuant to CCP
8 Section 1021.5 and other applicable laws.
9

10
11 **EIGHTH CAUSE OF ACTION**
12 **PRIVATE ATTORNEYS GENERAL ACT**
13 **LABOR CODE SECTION 2698 ET SEQ.**

14 **Against All Defendants and DOES 1 through 25 Inclusive**

15 101. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
16 prior paragraphs of this Complaint.

17 102. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by Defendants
18 during the applicable statutory period and suffered the Labor Code violations herein. As such, he seeks
19 to recover, on behalf of himself and all other aggrieved employees of Defendants, the civil penalties
20 provided by PAGA, plus reasonable attorney's fees and costs.

21 103. Plaintiff seeks to recover the PAGA civil penalties through a representative action
22 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th
23 969. Plaintiff seeks to pursue remedies pursuant to PAGA for the following violations:

- 24 a. Under California Labor Code §226.8(a) It is unlawful for any person or employer to
25 engage in any of the following activities: (1) Willful misclassification of an individual as
26 an independent contractor. Where willful misclassification is defined as "avoiding
27 employee status for an individual by voluntarily and knowingly misclassifying that
28

1 individual as an independent contractor.” Cal. Labor Code §226.8(i)(4). Defendants had
2 knowledge of the underlying facts making Plaintiff and Aggrieved employees and
3 specifically imposed a level of control over how Plaintiff and Aggrieved employees
4 performed their work so as to have knowledge that they were employees. Defendants are
5 sophisticated corporations employing numerous people doing business in California and
6 were aware of the employment requirement of properly classifying workers as employees
7 were they suffer and permit individuals to work in their primary business and exert
8 control over the manner and method by which that work is performed. Defendants chose
9 to misclassify Plaintiff and Aggrieved employees as independent contractors voluntarily
10 to avoid paying required employee wages and avoid assuming employer liabilities.

- 11
- 12
- 13 b. Labor Code §226.8 imposes a civil penalty in addition to any other penalty provided by
14 law for willful misclassification of an individual as an independent contractor, for which
15 the person or employer shall be subject to a civil penalty of not less than ten thousand
16 dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each
17 violation where such represents a pattern and practice of such violations.
- 18
- 19 c. Labor Code § 226.3 imposes a civil penalty in addition to any other penalty provided by
20 law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation,
21 and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation
22 of Labor Code § 226(a). Defendants failed to provide Aggrieved Employees including
23 Plaintiff with any paystubs, much less ones that included accurate information regarding
24 the nine identified requirements under Labor Code § 226(a).
- 25
- 26 d. Pursuant to Labor Code § 203, for an employer who willfully fails to pay any wages of
27 an employee who is discharged or quits, that employee’s wages shall continue as a
28

1 penalty from the due date at the same rate until paid, but shall not continue for more than
2 thirty (30) days. Labor Code § 256 imposes a civil penalty in an amount not exceeding
3 thirty days' pay as waiting time under the terms of Labor Code § 203. Defendant failed
4 to pay overtime wages and meal and rest break premiums and so failed to pay Plaintiff
5 and other Aggrieved Employees for all wages owed pursuant to Code related to their
6 respective separation of employment.
7

- 8
- 9 e. Under California Labor Code §§ 510 and 1194, Defendants are liable for failing to pay
10 the Aggrieved Employees overtime. Defendants failed to pay Plaintiff and Aggrieved
11 employees at 1.5 times their regular rate of pay for all hours worked over eight hours
12 worked per day and/or over forty hours per week.
- 13 f. Under California Labor Code §§ 226.7 and 512, Defendants are liable for failing to either
14 provide rest periods and meal periods or pay the Aggrieved Employees one hour of pay
15 for every missed rest period and meal period. Defendants did not provide lawful off-duty
16 meal breaks or rest breaks, and/or required Plaintiff and other Aggrieved Employees to
17 be on-duty during their purported rest and meal periods and/or their meal periods were
18 scheduled long after such individuals had worked for over five hours.
- 19 g. Under California Labor Code §§ 1194, 1197, and 1197.1, Defendants are liable for failing
20 to pay Aggrieved Employees minimum wage for all overtime hours worked. Defendant's
21 paid Plaintiff and Aggrieved Employees a flat fee for performing work, irrespective of
22 the number of hours worked.
- 23 h. During the relevant period, Defendants failed to properly compensate Aggrieved
24 Employees for hours worked in excess of eight in a day and forty in a week, as well as
25 for missed meal and rest periods. California Labor Code § 558 imposes a civil penalty
26
27
28

1 upon “[a]ny employer or other person acting on behalf of an employer who violates, or
2 causes to be violated, a section of this chapter or any provision regulating hours and days
3 of work in any order of the Industrial Welfare Commission as follows: “(1) For any initial
4 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which
5 the employee was underpaid in addition to an amount sufficient to recover underpaid
6 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
7 employee for each pay period for which the employee was underpaid in addition to an
8 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this
9 section shall be paid to the affected employee.”

10
11
12 107. During the Relevant Period, Defendants have failed to keep payroll records showing total
13 hours worked and wages paid to employees. Under California Labor Code § 1174(d), employers must
14 keep “payroll records showing the hours worked daily by and the wages paid to . . . employees [. . .].”
15 To the extent that this failure to keep accurate payroll records was willful, they are liable for civil
16 penalties under California Labor Code § 1174.5.

17
18 108. Labor Code § 2698 et seq. imposes a civil penalty of one hundred dollars (\$100) per pay
19 period, per aggrieved employee for the violation of Labor Code §§ 204, 226.7, 510, 512, 1174, and 1194
20 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

21 109. Plaintiff has fully complied with the procedural requirements specified in California
22 Labor Code § 2699.3 as to each of the alleged violations. On February 5, 2025, Plaintiff provided notice
23 to the California Labor & Workforce Development Agency (“LWDA”) of Plaintiff’s claims based on
24 the alleged Labor Code violations committed by Defendants, including the facts and theories supporting
25 these claims. The LWDA provided no notice to Plaintiff within 65 calendar days of the postmark date
26 of that notice regarding its intentions to investigate or not investigate Plaintiff’s claims. Accordingly,
27
28

1 Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698.

2
3 110. Enforcement of statutory provisions to protect workers and to ensure proper and prompt
4 payment of wages is a fundamental public interest. Plaintiff's successful enforcement of important rights
5 affecting the public interest will confer a significant benefit upon the general public. Private enforcement
6 of these rights is necessary, as no public agency has pursued enforcement.

7 111. Plaintiff is incurring a financial burden in pursuing this action, and it would be against
8 the interest of justice to require the payment of attorneys' fees and costs from any recovery obtained,
9 pursuant to, inter alia, California Labor Code § 2699.

10
11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE SICK PAY AND FAILURE TO PROVIDE PAID SICK LEAVE**

13 **BALANCE IN VIOLATION OF CAL. LAB. CODE § 246, *et seq***

14 **Against All Defendants and DOES 1 through 25 Inclusive**

15 112. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
16 prior paragraphs of this Complaint.

17 113. Plaintiff regularly worked more than 30 days in a calendar year for Defendants, making
18 Plaintiff eligible for paid sick leave under California's Healthy Workplaces, Healthy Families Act of
19 2014 (Labor Code § 245 et seq.)

20 114. At no time during Plaintiff's employment did Defendants provide notice of Plaintiff's
21 right to paid sick leave, nor was any paid sick leave accrued or made available as required by Labor
22 Code § 246.

23 115. Shortly prior to his termination, Plaintiff informed Defendants that he needed to take time
24 off due to a medical appointment.

25 116. Defendants denied Plaintiff's request for sick leave and instead terminated Plaintiff.

26 117. Defendants failed to provide a written policy on sick leave or communicate sick leave
27
28

1 accrual to Plaintiff.

2
3 118. Defendants also failed to furnish Plaintiff with written wage statements setting forth
4 accrued sick leave information, as required under Labor Code § 246(h) and § 226(a).

5 119. Because Defendants failed to provide Plaintiff with wages for sick time in compliance
6 with the law, Defendants are liable to Plaintiff for payment at the regular rate of compensation for each
7 sick time period that Defendants did not provide sick pay, pursuant to Labor Code section 246.

8 120. Plaintiff seeks damages and all other relief allowable for each sick time period taken
9 where Defendants failed to pay wages for, plus pre-judgment interest.

10
11 **TENTH CAUSE OF ACTION**
12 **DENIAL OF AND DISCRIMINATION BASED UPON USE OF SICK LEAVE IN VIOLATION**
13 **OF LABOR CODE SECTIONS 233, 234, AND 246.5**

14 **Against All Defendants and DOES 1 through 25 Inclusive**

15 121. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
16 prior paragraphs of this Complaint.

17 122. Labor Code section 246.5(a) (1) states that upon oral or written request of an employee,
18 an employer shall provide paid sick days for the “Diagnosis, care, or treatment of an existing health
19 condition of, or preventive care for, an employee or an employee’s family member.”

20 123. Labor Code 246.5(c)(1) state that “An employer shall not deny an employee the right to
21 use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate
22 against an employee for using accrued sick days, attempting to exercise the right to use accrued sick
23 days, filing a complaint with the department or alleging a violation of this article, cooperating in an
24 investigation or prosecution of an alleged violation of this article, or opposing any policy or practice or
25 act that is prohibited by this article.”

26
27 124. Labor Code section 246.5(c)(2) creates a “...rebuttable presumption of unlawful
28

1 retaliation is an employer denies an employee the right to use accrued sick days, discharges, threatens
2 to discharge, demotes, suspends, or in any manner discriminates against an employee within 30 days of
3 ...[o]pposition by the employee to a policy, practice, or act that is prohibited by this article.”
4

5 125. Separately, Labor Code section 233 (commonly referred to as the “Kin Care” law)
6 requires an employer to allow an employee to use accrued and “available” sick leave (which is the
7 amount that would accrue during a six month period) for the purposes specified in the paid sick leave
8 law.
9

10 126. Labor Code section 233(c) provides that “An employer shall not deny an employee the
11 right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner
12 discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend
13 to an illness or the preventive care of a family member, or for any other reason specified in subdivision
14 (a) of Section 246.5.”
15

16 127. Labor Code section 233(d) states that “Any employee aggrieved by a violation of this
17 section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and
18 to appropriate equitable relief.”
19

20 128. Labor Code section 233(e) explicitly creates a private right of action for an employee to
21 seek these remedies and permits the Court to award plaintiff his reasonable attorney’s fees if he prevails.
22

23 129. Labor Code section 234 provides that “[a]n employer absence control policy that counts
24 sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge,
25 demotion, or suspension is a per se violation of Section 233. An employee working under this policy is
26 entitled to appropriate legal and equitable relief pursuant to Section 233.”
27

28 107. Plaintiff requested to take time off for a medical appointment.

108. Shortly after Plaintiff requested to take time off for a medical appointment, Plaintiff was

1 terminated from employment. Defendant denied Plaintiff the right to use accrued sick leave, and/or
2 counted such leave as an unexcused absence or negative mark under its attendance policy
3

4 109. Plaintiff is informed and believes, and thereon alleges, that the termination was in direct
5 retaliation for requesting lawful time off to attend a medical appointment, in violation of California
6 public policy and statutory protections, including but not limited to Labor Code §§ 233, 234, and 246.5.

7 110. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff has suffered
8 lost wages and benefits, emotional distress, and other consequential and incidental damages.
9

10 111. Defendant's actions were willful, knowing, and carried out with conscious disregard for
11 Plaintiff's rights, entitling Plaintiff to seek civil penalties, injunctive relief, and attorneys' fees and costs
12 under Labor Code § 248.5.

13 112. Plaintiff is also entitled to civil and statutory penalties under Labor Code 248.5
14

15 **ELEVENTH CAUSE OF ACTION**
16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
17 **Against All Defendants and DOES 1 through 25 Inclusive**

18 107. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
19 prior paragraphs of this Complaint.

20 108. Defendants terminated Plaintiff's employment in violation of various fundamental public
21 policies. Specifically, Plaintiff's employment was terminated in substantial part because he asked for
22 time off for a medical appointment.

23 109. As a proximate result of Defendants' wrongful termination of Plaintiff's employment in
24 violation of fundamental public policies, Plaintiff has suffered economic damages and humiliation,
25 emotional distress, and physical and mental pain and anguish, all to his damage in a sum according to
26 proof.

27 110. As a result of Defendants' wrongful termination of his employment, Plaintiff has suffered
28

1 general and special damages in sums according to proof.

2
3 111. Defendants' wrongful termination of Plaintiff's employment was done intentionally, in
4 a malicious, oppressive, fraudulent manner, entitling Plaintiff to punitive damages.

5 **TWELFTH CAUSE OF ACTION**
6 **RETALIATION IN VIOLATION OF PUBLIC POLICY**
7 **Against All Defendants and DOES 1 through 25 Inclusive**

8
9 112. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the
10 prior paragraphs of this Complaint.

11 113. Defendants retaliated against Plaintiff in violation of various fundamental public policies.
12 Specifically, Defendants retaliated against Plaintiff in substantial part because he asked for time off for
13 a medical appointment and because Plaintiff inquired about unpaid wages due to being misclassified as
14 an independent contractor.

15 114. As a proximate result of Defendants' retaliation in violation of fundamental public
16 policies, Plaintiff has suffered economic damages and humiliation, emotional distress, and physical and
17 mental pain and anguish, all to his damage in a sum according to proof.

18
19 115. As a result of Defendants' retaliation, Plaintiff has suffered general and special damages
20 in sums according to proof.

21 116. Defendants' retaliation was done intentionally, in a malicious, oppressive, fraudulent
22 manner, entitling Plaintiff to punitive damages.

23
24 **WHEREFORE, PLAINTIFF PRAYS AS FOLLOWS:**

25 **ON THE FIRST CAUSE OF ACTION:**

- 26 1. That Defendants be found to have violated the minimum wage provisions of the Labor Code
27 and the IWC Wage Order;
28 2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;
4. For liquidated damages pursuant to Labor Code section 1194.2;
5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
6. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194;
7. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION:

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order;
2. For damages, according to proof, including but not limited to unpaid wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order;
2. For an award to Plaintiff of one (1) hour of additional pay at the regular rate of compensation for each required meal period that was not provided;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest;
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

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4 **ON THE FOURTH CAUSE OF ACTION:**

- 5 1. That Defendants be found to have violated the rest period provisions of the Labor Code and
6 the IWC Wage Order;
7 2. For an award to Plaintiff of one (1) hour of additional pay at the regular rate of compensation
8 for each workday that rest periods were not provided;
9 3. For any and all legally applicable penalties;
10 4. For pre-judgment interest, including but not limited to that recoverable under Labor Code
11 section 218.6, and post-judgment interest; and
12 5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

13 **ON THE FIFTH CAUSE OF ACTION:**

- 14 1. That Defendants be found to have violated the provisions of the Labor Code regarding
15 accurate itemized paystubs;
16 2. For damages and/or penalties, according to proof, including damages and/or penalties under
17 Labor Code section 226.3, and any other legally applicable damages or penalties.
18 3. Penalties under Labor Code section 1174.5 and 1198.5;
19 4. For pre-judgment interest and post-judgment interest;
20 5. For an injunction against Defendants enjoining them, and any and all persons acting in
21 concert with them, from engaging in violations of Labor Code section 226, subdivision (a);
22 6. For attorneys' fees and costs of suit, including but not limited to those recoverable under
23 Labor Code section 226 et seq.; and
24 7. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

25 **ON THE SIXTH CAUSE OF ACTION:**

- 26 1. That Defendants be found to have violated the provisions of the Labor Code regarding
27 payment of all unpaid wages due upon resignation or termination as to Plaintiff;
28 2. For damages and/or penalties, according to proof, including damages and/or penalties
under Labor Code section 203 and any other legally applicable damages or penalties;

3. For attorneys' fees and costs of suit, including but not limited to those recoverable due to Defendants violation of Labor Code sections 201-203;
4. For pre-judgment interest, including under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SEVENTH CAUSE OF ACTION:

1. That Defendants be found to have violated Business and Professions Code sections 17200, et seq., for the conduct alleged herein;
2. A declaratory judgment that the practices complained herein are unlawful;
3. An injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein;
4. For restitution to the full extent permitted by law; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE EIGHTH CAUSE OF ACTION:

1. Civil penalties pursuant to Labor Code §§ 2698, et. seq. for violations of Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698 and the applicable IWC Wage Order No;
2. For an award of attorneys' fees and costs pursuant to Labor Code §§ 2698, et. seq. and any other applicable law; and
3. For such other and further relief as the Court deems just and proper

ON THE NINTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding failure to pay wages for accrued paid sick time;
2. For damages and/or penalties, according to proof, including unpaid regular rate wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest;

5. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 246; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE TENTH CAUSE OF ACTION:

1. For unpaid wages, including wages that should have been paid as sick leave under California Labor Code §§ 245–249, according to proof at trial
2. For statutory penalties for failure to provide paid sick leave;
3. For wage statement penalties under Labor Code § 226(e) for each violation, up to \$4,000, or as otherwise permitted by law
4. For waiting time penalties under Labor Code § 203 in an amount equal to Plaintiff's daily wage multiplied by the number of days the wages remained unpaid, up to 30 days;
5. For restitution of wages and other benefits unlawfully withheld, pursuant to California Business and Professions Code § 17203;
6. For injunctive relief, including an order requiring Defendant to comply with California's paid sick leave laws and accurate wage statement requirements
7. For general damages for emotional distress, mental anguish, and humiliation resulting from the retaliatory and wrongful termination, according to proof;
8. For general damages including emotional distress and loss of reputation;
9. For special damages, including lost wages and benefits resulting from Plaintiff's termination
10. For punitive damages pursuant to California Civil Code § 3294, due to Defendant's willful, malicious, and oppressive conduct in wrongfully terminating Plaintiff
11. For reasonable attorneys' fees and costs of suit, to the extent permitted by statute or common law.
12. For statutory and civil penalties.
13. For pre-judgment and post-judgment interest at the legal rate; and,
14. For such other and further relief as the Court may deem just and proper

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3 **ON THE ELEVENTH CAUSE OF ACTION:**

- 4 1. For general damages for emotional distress, mental anguish, and humiliation resulting from
5 the retaliatory and wrongful termination, according to proof;
6 2. For general damages including emotional distress and loss of reputation;
7 3. For special damages, including lost wages and benefits resulting from Plaintiff's
8 termination
9 4. For punitive damages pursuant to California Civil Code § 3294, due to Defendant's willful,
10 malicious, and oppressive conduct in wrongfully terminating Plaintiff
11 5. For reasonable attorneys' fees and costs of suit, to the extent permitted by statute or
12 common law.
13 6. For pre-judgment and post-judgment interest at the legal rate; and,
14 7. For such other and further relief as the Court may deem just and proper

15 **ON THE TWELFTH CAUSE OF ACTION:**

- 16 1. For general damages for emotional distress, mental anguish, and humiliation resulting from
17 the retaliatory and wrongful termination, according to proof;
18 2. For general damages including emotional distress and loss of reputation;
19 3. For special damages, including lost wages and benefits resulting from the retaliation
20 Plaintiff's endured.
21 4. For punitive damages pursuant to California Civil Code § 3294, due to Defendant's willful,
22 malicious, and oppressive conduct in retaliating against Plaintiff
23 5. For reasonable attorneys' fees and costs of suit, to the extent permitted by statute or
24 common law.
25 6. For pre-judgment and post-judgment interest at the legal rate; and,
26 7. For such other and further relief as the Court may deem just and proper
27
28

1
2 Dated: April 16, 2025

LAW OFFICES OF MORRIS NAZARIAN, APC

3
4 *Morris Nazarian*

5 Morris Nazarian, Esq.
6 Attorney for Plaintiff,
7 **JOSE DOLORES TELLEZ SOSA**

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a jury trial as provided by § 631 of the California Code of Civil
10 Procedure.

11 Dated: April 16, 2025

LAW OFFICES OF MORRIS NAZARIAN, APC

12
13 *Morris Nazarian*

14 Morris Nazarian, Esq.
15 Attorney for Plaintiff,
16 **JOSE DOLORES TELLEZ SOSA**