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Superior Court of California,

County of Monterey

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By: Kemar Davis, Deputy

Attorneys for Plaintiff Oscar Duran Ramirez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

OSCAR DURAN RAMIREZ,

Plaintiff,

vs.

TAYLOR FARMS RETAIL, INC.; and
DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 23CV000450

) **COMPLAINT FOR DAMAGES FOR:**

) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**

) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**

) **3) FAILURE TO PAY OVERTIME;**

) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**

) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**

) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**

) **7) FAILURE TO GIVE REST BREAKS;**

) **8) FAILURE TO GIVE MEAL**
) **BREAKS;**

) **9) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**

) **10) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**

) **11) DISCRIMINATION ON THE BASIS**
) **OF PHYSICAL DISABILITY IN**
) **VIOLATION OF FEHA;**

) **12) FAILURE TO ACCOMMODATE**
) **PHYSICAL DISABILITY IN**
) **VIOLATION OF FEHA;**

) **13) FAILURE TO ENGAGE IN**
) **INTERACTIVE PROCESS TO**

) DETERMINE REASONABLE
) ACCOMMODATION IN
) VIOLATION OF FEHA;
) 14) RETALIATION IN VIOLATION OF
) FEHA;
) 15) FAILURE TO PREVENT
) DISCRIMINATION AND
) RETALIATION IN VIOLATION OF
) FEHA;
) 16) WRONGFUL TERMINATION IN
) VIOLATION OF PUBLIC POLICY;
) 17) VIOLATION OF CALIFORNIA
) BUSINESS AND PROFESSIONS
) CODE SECTION 17200.

) DEMAND FOR JURY TRIAL
)

COMES NOW Plaintiff, OSCAR DURAN RAMIREZ (hereinafter "Plaintiff"), and
alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Monterey in this judicial district because Defendants TAYLOR FARMS RETAIL, INC. and DOES 1 to 25, inclusive, do business in the County of Monterey and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Monterey is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the city of Hollister, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant TAYLOR FARMS RETAIL, INC. is and was a California corporation, doing business in Monterey County, California, and which employed Plaintiff. Defendants TAYLOR FARMS RETAIL, INC. and DOES 1 to 25 are hereinafter referred to as "Defendants" or "TAYLOR FARMS."

4. The "aggrieved employees" are all current and former hourly non-exempt or hourly paid employees who worked for TAYLOR FARMS at any and all of their California locations during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA").

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

7. Plaintiff started working for TAYLOR FARMS in or around early 2022 in the production area. He was classified as an hourly, non-exempt employee and his latest rate of pay was \$17.26 per hour. Plaintiff generally worked over 9 hours per day. Plaintiff's employment ended on or around April 4, 2022.

8. TAYLOR FARMS has committed numerous labor code violations against Plaintiff and the other aggrieved employees during the applicable PAGA period.

9. TAYLOR FARMS did not provide Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and as such did not compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the company had a policy and practice of rounding down work hours to the detriment of employees, resulting in minimum wage violations. As such, Plaintiff did not get compensated for all the hours they actually worked and did not receive at least the minimum wage for all the hours they worked in contravention of California law.

10. Due to the above “off the clock” violations and as a matter of company policy and practice, TAYLOR FARMS also violated Labor Code §510 and Industrial Welfare Commission

1 Wage Order 14 because it failed to pay Plaintiff and other similarly situated aggrieved employees
2 overtime, even though they worked more than 10 hours per day throughout their employment.
3 Despite their work hours, Plaintiff and others did not receive overtime compensation at 1.5 times
4 their regular rate of pay for hours worked past 10 in a workday. In addition, the company did
5 have a program for non-discretionary bonuses and did provide bonuses to employees, however,
6 those bonuses were not factored into the regular rate of pay for purposes of deciphering the
7 accurate overtime rate of pay.

8 11. TAYLOR FARMS violated Labor Code § 226.7 and the applicable Industrial Welfare
9 Commission Wage Order no. 14 because it failed to provide Plaintiff and other similarly situated
10 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
11 thereof, throughout their employment. TAYLOR FARMS did not completely relieve Plaintiff
12 of all duty during said rest periods. TAYLOR FARMS did not pay to Plaintiff one additional
13 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory
14 rest periods was not provided. It was not part of the company policy and culture for employees
15 such as Plaintiff and others to consistently take timely, uninterrupted rest breaks, especially due
16 to the continuous work obligations at the farm. As such, the culture and environment at TAYLOR
17 FARMS did not lend itself to the employees receiving statutory breaks wherein they were
18 relieved of all work duties. It was the normal practice and custom of TAYLOR FARMS not to
19 authorize, permit, and enforce timely, uninterrupted statutory rest periods.

20 12. TAYLOR FARMS violated Labor Code §§ 512 and 226.7 and the applicable Industrial
21 Welfare Commission Wage Order no. 14 because it failed to provide Plaintiff and other similarly
22 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
23 (5) hours of work (and before the fifth hour) throughout their employment, and Plaintiff did not
24 validly waive said meal periods. TAYLOR FARMS did not completely relieve Plaintiff of all
25 duties during said meal periods. TAYLOR FARMS did not pay to Plaintiff one additional hour
26 of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory
27 meal periods was not provided. Plaintiff and others did not always receive a timely, uninterrupted
28 meal period before the 5th hour wherein they were relieved of all work duties. It was the normal
practice and custom of TAYLOR FARMS not to consistently authorize, permit, and enforce

1 timely statutory meal periods.

2 13. Furthermore, during the relevant time period, and due to the above labor code violations,
3 TAYLOR FARMS failed to pay Plaintiff and other similarly situated aggrieved employees all
4 wages due to them within any time period specified by California Labor Code section 204.
5 TAYLOR FARMS was also in violation of California Labor Code section 226(a) by failing to
6 include pertinent information on the wage statements, including but not limited to, the correct
7 hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned,
8 net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start
9 and end of the pay period, all employee identifying information, the correct name and address of
10 the legal employer, and reimbursement for business expenses, among others. As such, TAYLOR
11 FARMS did not provide Plaintiff and other similarly situated aggrieved employees with
12 complete, accurate itemized wage statements.

13 14. TAYLOR FARMS violated Labor Code § 203 because it willfully failed to pay Plaintiff
14 and other similarly situated aggrieved employees earned and due wages upon separation of
15 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
16 These earned but unpaid wages include the unpaid minimum wages/compensation for all hours
17 worked, overtime, premium pay for missed meal and rest breaks, and business expense
18 reimbursement, among others.

19 15. During the relevant time period, TAYLOR FARMS also failed to keep accurate and
20 complete payroll records showing the correct wages paid to Plaintiff and other aggrieved
21 employees pursuant to California Labor Code sections 1174(d).

22 16. Additionally, during the relevant time period, Plaintiff and other aggrieved employees
23 incurred necessary, business-related expenses and costs that were not reimbursed by TAYLOR
24 FARMS. These costs include, but are not limited to, the purchase of boots for work purposes.
25 Accordingly, TAYLOR FARMS was in violation of California Labor Code sections 2800 and
26 2802.

27 17. Furthermore, Plaintiff was discriminated against and wrongfully terminated from his
28 employment after suffering a work related injury. On or around March 15, 2022, Plaintiff got
injured on the job and suffered from a strained elbow. TAYLOR FARMS was unequivocally

1 aware of this fact. Plaintiff was actually put on light duty for a period of 15 days before being
2 abruptly terminated. TAYLOR FARMS had a duty and obligation to engage in the interactive
3 process and to continue to accommodate Plaintiff's physical injury/disability. Despite the latter,
4 Plaintiff's employment was abruptly and wrongfully terminated.

5 18. Plaintiff has exhausted his administrative remedies. Prior to the filing of this lawsuit,
6 Plaintiff filed a complaint with the Department of Fair Employment and Housing ("DFEH"),
7 alleging claims in this complaint. The DFEH immediately issued to Plaintiff a right to sue letter.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

10 **(California Industrial Welfare Commission Order 14-2001, California Code of
11 Regulations Title 8 Section 11140, and California Labor Code Section 1198)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 19. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
14 alleged herein.

15 20. At all times relevant herein, Defendants were required to compensate their employees for
16 all hours worked upon reporting for work at the appointed time stated by the employer pursuant
17 to Industrial Welfare Commission Order 14-2001, California Code of Regulations, Title 8,
18 Section 11140.

19 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
20 Plaintiff for all hours worked.

21 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
22 compensation for all hours worked but not paid by Defendants for the three (3) years preceding
23 the filing of this Complaint.

24 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
25 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
26 this Court.

27 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
28 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled
to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable

1 attorney's fees and costs of suit.

2 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
4 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(California Labor Code Sections 1194, 1194.2, 1197)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 26. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
10 fully alleged herein.

11 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
12 to suffer or permit a California employee to work without paying wages at the minimum wage
13 rate for all hours worked as required by the applicable Industrial Welfare Commission
14 (hereinafter "IWC") Wage Order No. 14-2001, codified at California Code of Regulations, Title
15 8, Section 11140, subdivision 4.

16 28. Pursuant to IWC Wage Order no. 14-2001, subdivision 2(G), at all relevant times,
17 "hours worked" included "the time during which an employee is subject to the control of an
18 employer, and includes all the time the employee is suffered or permitted to work, whether or
19 not required to do so..."

20 29. During his employment, Plaintiff was regularly required as a matter of uniform policy
21 and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid
22 less than the minimum wage rate by Defendants for hours worked in violation of California
23 Labor Code Section 1197 and the applicable California Industrial Wage Commission wage
24 order(s).

25 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
26 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
27 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
28 to believe that their acts or omissions were not contrary to California law.

31. For all hours worked by Plaintiff for which he was paid less than the minimum wage rate

1 by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage rate
2 and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid
3 minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also
4 entitled to attorney's fees, costs and interests according to proof.

5 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

10 **(California Industrial Welfare Commission Order 14-2001, California Code of**
11 **Regulations Title 8 Section 11140; California Labor Code Section 510)**
12 **(Plaintiff against all named defendants and all DOE defendants)**

13 33. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
14 fully alleged herein.

15 34. Pursuant to Industrial Welfare Commission Order No. 14-2001, Cal. Code of Regs., Title
16 8, Section 11140, for the period of Plaintiff's employment, Defendants were required to
17 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
18 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
19 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
20 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

21 35. Plaintiff was a non-exempt employee entitled to the protections of the California
22 Industrial Welfare Commission Order No. 14-2001, California Code of Regulations, Title 8,
23 Section 11140.

24 36. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in
25 a single workweek on numerous occasions.

26 37. Plaintiff was entitled to the above overtime premiums.

27 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
28 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

39. Defendants did not pay Plaintiff premium wages of at least one and one-half times

1 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

2 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
3 within the three (3) years prior to the initiation of this lawsuit.

4 41. Defendants know or should know the actual dates of overtime worked, the amount of
5 overtime worked, and the amount of unpaid overtime due.

6 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
7 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
8 Court.

9 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
10 Regulations, Title 8, Sections 11140, Plaintiff is entitled to recover damages for the
11 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
12 reasonable attorney's fees and costs of suit.

13 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

18 **(California Labor Code Section 226)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 45. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
21 fully alleged herein.

22 46. Pursuant to California Labor Code Section 226, every employer must furnish each
23 employee an itemized statement of wages and deductions at the time of payment of wages.

24 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
25 accurately reflected all information required by Labor Code Section 226, including but not
26 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
27 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
28 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed to
maintain and provide accurate itemized wage statements to Plaintiff in accordance with

1 California Labor Code Section 226(a).

2 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
3 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
4 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
5 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
6 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
7 the 3-year period immediately preceding the date this lawsuit was filed.

8 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained
9 damages, including loss of earnings, in an amount to be established at trial. As a further direct
10 and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to
11 recover penalties, in an amount to be established at trial, as well as costs and attorney's fees
12 pursuant to statute.

13 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

18 **(California Labor Code Sections 201, 203)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 51. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
21 fully alleged herein.

22 52. Pursuant to California Labor Code Section 201(a), an employer who discharges an
23 employee must immediately pay for all compensation due and owing.

24 53. Pursuant to California Labor Code Section 202, when an employee resigns, the employer
25 must pay all compensation due and owing within 72 hours of resignation, or on the employee's
26 last day of work, if the employee gives more than 72 hours notice of resignation.

27 54. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
28 without abatement or reduction, any wages of an employee whose employment ends, the wages
of the employee shall continue as a penalty from the due date at the same rate until paid or until

1 an action is commenced; however, the wages shall not continue for more than 30 days for failure
2 to pay an employee owed wages.

3 55. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
4 from his employment, Defendants willfully refused and continue to refuse to pay his unpaid
5 wages as required by Labor Code Section 203.

6 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.
8 Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
9 preceding the filing of this lawsuit.

10 57. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
11 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
12 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

13 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

18 **(California Labor Code Section 204)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 59. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
21 alleged herein.

22 60. California Labor Code Section 204 establishes the fundamental right of all employees
23 in the State of California to be paid wages in a timely fashion for their work.

24 61. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full
25 amount of all owed wages when due as required by California Labor Code Section 204.

26 62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed,
27 believes, and thereon alleges, that all times relevant during the liability period, Defendants
28 maintained a policy or practice of not paying Plaintiff wages for all hours worked, including
overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

1 63. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
2 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
3 amount of unpaid wages is not presently known to Plaintiff but can be determined directly from
4 Defendants' records or indirectly based on information from Defendants' records.

5 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO GIVE REST BREAKS**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 65. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
12 fully alleged herein.

13 66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 14 a. Title 8 of the California Code of Regulations Sections 11140(12), which provides
15 that every employer shall authorize and permit all employees to take rest periods,
16 which insofar as practicable shall be in the middle of each work period. The
17 authorized rest period time shall be based on the total hours worked daily at the rate
18 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 19 b. Title 8 of the California Code of Regulations sections 11140(18)(A), which penalizes
20 the employer \$50.00 for each initial violation, per employee, of any provision of the
21 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 22 c. California Labor Code section 226.7, which states that (a) no employer shall require
23 any employee to work during any rest period mandated by an applicable order of the
24 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
25 a rest period in accordance with an applicable order of the Industrial Welfare
26 Commission, the employer shall pay the employee one (1) additional hour of pay at
27 employee's regular rate of compensation for each work day that the rest period is not
28 provided.

67. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest

1 break after every four (4) hours of work or major fraction thereof, as required by California law.

2 68. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
3 regulations, and wage orders alleged in this cause of action along with any allowable
4 interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff
5 prays for the foregoing moneys calculated from 3 years immediately preceding the filing
6 of this lawsuit.

7 69. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **EIGHTH CAUSE OF ACTION**

13 **FAILURE TO GIVE MEAL BREAKS**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 71. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
16 fully alleged herein.

17 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 18 a. California Labor Code section 512(a), which requires that employees be given a 30-
19 minute uninterrupted meal break after five (5) hours of work, and a second
20 uninterrupted meal break after ten (10) hours of work;
- 21 b. California Labor Code section 226.7, which states that (a) no employer shall require
22 any employee to work during any meal period mandated by an applicable order of
23 the Industrial Welfare Commission, and (b) if any employer fails to provide an
24 employee a meal period in accordance with an applicable order of the Industrial
25 Welfare Commission, the employer shall pay the employee one (1) additional hour
26 of pay at the employee's regular rate of compensation for each workday that the meal
27 period is not provided;
- 28 c. California Industrial Welfare Commission Order No. 14 section 11(A), as codified
under Title 8 of the California Code of Regulations Section 11140, which states that

1 an employer may not employ an employee for a work period of more than five (5)
2 hours without providing the employee with a meal period of not less than 30 minutes,
3 except that when a work period of not more than six (6) hours will complete the day's
4 work the meal period may be waived by mutual consent of employer and employee.

- 5 d. California Industrial Welfare Commission Wage Order No. 14 Section 7(A)(3), as
6 codified under Title 8 of the California Code of Regulations Section 11140, which
7 requires an employer to maintain records documenting its employees' meal periods;
- 8 e. California Industrial Welfare Commission Wage Order No. 14 Section 18(A), as
9 codified under California Code of Regulations Section 11140, which penalizes the
10 employer \$50.00 for each initial violation, per employee, of any provision of the
11 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 12 f. California Labor Code section 1171 and 1173, which have given the California Labor
13 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 14) as
14 enforceable law.

15 73. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
16 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
17 take a second relieved meal break after ten (10) hours of work, as required by California law.
18 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
19 14, as codified under California Code of Regulations Sections 11140 et. seq. requires that
20 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that
21 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
22 California Labor Code section 226.7 provides that employers may not require their employees
23 to work through their meal periods. California Labor Code section 226.7 and California Code of
24 Regulations section 11140 requires that if the employer fails to provide the employee with an
25 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
26 work day that the meal period is not given.

27 74. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
28 regulations, and wage orders alleged in this cause of action along with any allowable interest,
penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for

1 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

2 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
3 fees as well as interest under Labor Code section 218.6.

4 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial.

7 **NINTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

9 **(Plaintiff against all named Defendants and DOE Defendants)**

10 77. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
11 alleged herein.

12 78. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
13 employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties."

15 79. Beginning at least 3 years prior to the filing of this complaint, in order to discharge her
16 duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of
17 completing his job duties, which were not reimbursed by Defendants. These costs include, but
18 are not limited to, the purchase of boots for work purposes. Plaintiff is entitled to reimbursement
19 for these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code
20 section 2802.

21 **TENTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
24 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,**
25 **1198, 2802)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 80. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
28 alleged herein.

81. Pursuant to law, Plaintiff provided the required written notice to the LWDA and

1 Defendants of the specific violations of the California Labor Code that Defendants and DOE
2 defendants have violated and continue to violate.

3 82. Pursuant to California Labor code section 2699.3, no response was received from
4 the LWDA within 65 days of the postmark date of the above-alleged letter.

5 83. Plaintiff therefore has exhausted all administrative remedies required of him under
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
7 cause of action and pursue penalties in a representative action for Defendants' violations of the
8 Labor Code.

9 84. Pursuant to California Labor Code section 2699, any provisions of the Labor
10 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
11 departments, divisions, commissions, boards, agencies, or employees for violation of the code
12 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
13 behalf of himself or herself and other current or formal employees pursuant to the procedures
14 specified in California Labor Code section 2699.3.

15 85. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
16 violator and had one or more of the alleged violations committed against him, and therefore is
17 properly suited to represent the interests of other current and former hourly, non-exempt
18 employees who worked for TAYLOR FARMS at any of their California locations during the
19 relevant PAGA Period.

20 86. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties
21 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
22 numerous provisions of the California Labor Code as alleged in this Complaint.

23 87. Plaintiff therefore has exhausted all administrative remedies required of him under
24 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
25 cause of action and pursue penalties in a representative action for Defendants' violations of the
26 Labor Code.

27 88. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants
28 for violating the Labor Code.

89. California Labor Code section 558 establishes a civil penalty as follows: Any employer

1 or other person action on behalf of an employer who violates, or causes to be violated, a section
2 of this chapter or any provision regulating hours and days of work in any order of the Industrial
3 Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall
4 be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid
5 employee for each pay period for which the employee was underpaid ...; (2) for each subsequent
6 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which
7 the employee was underpaid ...;

8 90. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted
9 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is
10 not seeking individual/victim specific relief or underpaid wages under this particular cause of
11 action.

12 91. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted
13 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
14 the following:

15 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
16 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, via 2698 and
17 2699, and any other Labor Codes and Industrial Welfare Commission Wage Orders (No. 14)
18 violated based on the facts alleged in this Complaint.

19 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s
20 fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
21 employees as alleged herein in an amount to be shown according to proof at trial and within the
22 jurisdictional limits of this Court.

23 **ELEVENTH CAUSE OF ACTION**

24 **DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY**

25 **IN VIOLATION OF FEHA**

26 **(Plaintiff against all named corporate Defendants and all DOE Defendants)**

27 93. Plaintiff incorporates by reference each and every paragraph of this Complaint as
28 if fully alleged herein.

94. Defendants and DOES 1 to 25, inclusive, are covered employers under

1 California's Fair Employment and Housing Act.

2 95. California Government Code section 12926(m) has established a "broad
3 definition" of physical disability: disability protections under the Fair Employment and Housing
4 Act ("FEHA") even extend to "perceived" physical disabilities. *Id.* Under the law of this state,
5 "working" is a major life activity. *See* section 12926.1(c).

6 96. Plaintiff's back condition, which was debilitating, and which limited a major life
7 activity, qualifies as a disability under FEHA, and Plaintiff was entitled to its protection.

8 97. Defendants knew of Plaintiff's disability and violated California Government
9 Code section 12940 et. seq. by discriminating against Plaintiff on the basis of his disability.

10 98. As a direct and proximate result of the aforementioned acts and omissions of
11 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
12 loss of income (past and future), loss of employment benefits (past and future), general and
13 compensatory damages (past and future), mental pain and anguish and emotional distress (past
14 and future), and will continue to suffer in the future, in an amount to be proved at trial.

15 99. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
16 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
17 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
18 their workers' right to work in an environment in which personnel decisions and company
19 policies are made without regard to physical disability, so as to justify the imposition of punitive
20 damages to punish and set an example of said Defendants.

21 100. As a proximate result of the foregoing conduct, which violated the provisions of
22 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
23 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

24 **TWELFTH CAUSE OF ACTION**

25 **FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN VIOLATION OF** 26 **FEHA**

27 **(Plaintiff against all named corporate Defendants and all DOE Defendants)**

28 101. Plaintiff incorporates by reference each and every paragraph of this Complaint as
if fully alleged herein

1 102. California Government Code section 12940(p) provides that it is unlawful for an
2 employer to fail to make reasonable accommodation for the known physical disability of an
3 employee.

4 103. Defendants failed to make reasonable accommodation of Plaintiff's physical
5 disability of which Defendants were unequivocally aware.

6 104. As a direct and proximate result of the aforementioned acts and omissions of
7 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
8 loss of income (past and future), loss of employment benefits (past and future), general and
9 compensatory damages (past and future), mental pain and anguish and emotional distress (past
10 and future), and will continue to suffer in the future, in an amount to be proved at trial.

11 105. The foregoing conduct engaged in by Defendants and each of their directors,
12 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
13 ratified, and carried on with a conscious and willful disregard of their workers' right to receive
14 reasonable accommodations, so as to justify the imposition of punitive damages to punish and
15 set an example of said Defendants.

16 106. As a proximate result of the foregoing conduct, which violated the provisions of
17 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
18 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

19 **THIRTEENTH CAUSE OF ACTION**

20 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA**

21 **(Plaintiff against all named corporate Defendants and all DOE Defendants)**

22 107. Plaintiff incorporates by reference each and every paragraph of this Complaint as
23 if fully alleged herein.

24 108. California Government Code section 12940(n) provides that it is unlawful for an
25 employer to fail to engage in a timely, good faith, interactive process with an employee to
26 determine effective accommodations for that employee's physical disability.

27 109. Defendants failed to engage in a timely, good faith, interactive process with
28 Plaintiff to determine effective reasonable accommodations for Plaintiff's known physical
disability.

1 110. As a direct and proximate result of the aforementioned acts and omissions of
2 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
3 loss of income (past and future), loss of employment benefits (past and future), general and
4 compensatory damages (past and future), mental pain and anguish and emotional distress (past
5 and future), and will continue to suffer in the future, in an amount to be proved at trial.

6 111. The foregoing conduct engaged in by Defendants and each of their directors,
7 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
8 ratified, and carried on with a conscious and willful disregard of their workers' right to engage
9 in the interactive process and receive reasonable accommodations, so as to justify the imposition
10 of punitive damages to punish and set an example of said Defendants.

11 112. As a proximate result of the foregoing conduct, which violated the provisions of
12 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
13 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

14 **FOURTEENTH CAUSE OF ACTION**

15 **RETALIATION IN VIOLATION OF FEHA**

16 **(Plaintiff against all named Defendants and all DOE Defendants)**

17 113. Plaintiff incorporates by reference each and every paragraph of this Complaint as
18 if fully alleged herein.

19 114. At all times herein mentioned, Government Code section 12940 et. seq. was in
20 full force and effect and was binding upon Defendants and each of them. Said statute imposes
21 certain duties upon Defendants concerning discrimination and retaliation against persons, such
22 as Plaintiff, on the basis of physical disability. Said statutes were intended to prevent the type of
23 injury and damage set forth herein. Plaintiff was, at all times herein mentioned, a member of the
24 class of persons intended to be protected by said statutes. As alleged above, Plaintiff was
25 retaliated against and was eventually terminated from his employment as a result of his physical
26 disability.

27 115. As a direct and proximate result of Defendants' conduct, Plaintiff has been
28 harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things.
As a result, Plaintiff has suffered such damages in an amount according to proof.

116. As a further direct and proximate result of the conduct of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered such damages in an amount according to proof.

117. In committing the foregoing acts, Defendants have been guilty of oppression, fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

118. The acts of oppression, fraud, and/or malice, were engaged in by employees of Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the wrongful conduct for which an award of punitive damages is sought, and/or was personally guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard, authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with California Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant

119. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and costs.

FIFTEENTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION

OF FEHA

(Plaintiff against all named Defendants and all DOE Defendants)

120. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully alleged herein.

121. At all times herein mentioned, FEHA, California Government Code section

1 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
2 is an unlawful employment practice in California for an employer to “fail to take all reasonable
3 steps necessary to prevent discrimination and harassment from occurring.”

4 122. During the course of Plaintiff’s employment, Defendants failed to prevent their
5 employees, including management, from engaging in intentional actions that resulted in Plaintiff
6 being treated less favorably and eventually being terminated because of Plaintiff’s protected
7 status (i.e. his disability). During the course of Plaintiff’s employment, Defendants failed to
8 prevent their employees from engaging in unjustified employment practices against employees
9 in such protected classes. During the course of Plaintiff’s employment, Defendants failed to
10 prevent a pattern and practice by its employees of intentional discrimination and retaliation on
11 the basis of disability, and/or other protected status and/or protected activity.

12 123. Plaintiff believes and, on that basis, alleges that his physical disability, and other
13 protected status and/or protected activity was a substantial motivating factor in Defendants’
14 employees’ discriminating against him and retaliating against him.

15 124. As a direct and proximate result of the aforementioned acts and omissions of
16 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
17 loss of income (past and future), loss of employment benefits (past and future), general and
18 compensatory damages (past and future), mental pain and anguish and emotional distress (past
19 and future), and will continue to suffer in the future, in an amount to be proved at trial.

20 125. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
21 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
22 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
23 their workers’ right to work in an environment in which personnel decisions and company
24 policies are made without regard to physical disability, so as to justify the imposition of punitive
25 damages to punish and set an example of said Defendants.

26 126. As a proximate result of the foregoing conduct, which violated the provisions of
27 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney’s
28 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

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1 **SIXTEENTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(Plaintiff against all named Defendants and all DOE defendants)**

4 127. Plaintiff incorporates by reference each and every paragraph of this Complaint
5 as if fully alleged herein.

6 128. At all times during his employment with Defendants, Plaintiff performed his
7 duties with the utmost diligence and competence.

8 129. Plaintiff is informed and believes and thereon alleges that Defendants' decision
9 to discriminate and retaliate against him and terminate his employment, as alleged herein, was
10 motivated by Plaintiff's disability.

11 130. Plaintiff's employment was wrongfully terminated on or around April 4, 2022 in
12 violation of the fundamental public policy of the State of California with respect to
13 discriminating and retaliating against an employee on account of his physical disability.

14 131. Moreover, Plaintiff was forced to hire an attorney to assist him to end these illegal
15 activities.

16 132. Said conduct violated statutory and constitutional expressions of public policy
17 including, but not limited to, the FEHA, California Labor Code, and the California Constitution,
18 Article 1 section 8.

19 133. As set forth above, said actions by Defendants were wrongful and in violation of
20 the fundamental principles of the public policy of the State of California as reflected in its laws,
21 objectives and policies. Said statutes and constitutional expressions of public policy include,
22 but are not limited to, the FEHA, California Labor Code, and the California Constitution, Article
23 1 section 8. These laws inure to the benefit of the public at large, and not just the private interests
24 of the employers and employees whom they govern or protect.

25 134. As a direct and proximate result of the aforementioned acts and omissions of
26 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
27 loss of income (past and future), loss of employment benefits (past and future), general and
28

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past
2 and future), and will continue to suffer in the future, in an amount to be proved at trial.

3 135. The foregoing conduct engaged in by Defendants and each of their directors,
4 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
5 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
6 an environment free of retaliation, so as to justify the imposition of punitive damages to punish
7 and set an example of said Defendants.

8 **SEVENTEENTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

10 **(California Business and Professions Code Section 17200)**

11 **(Plaintiff against all named Defendants and all DOE defendants)**

12 136. Plaintiff incorporates by reference each and every paragraph of this Complaint
13 as if fully alleged herein.

14 137. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
15 constitute unfair and unlawful business practices under California Business and Professions
16 Code Section 17200, et seq.

17 138. Defendants' violations of the FEHA, California labor laws and the Labor Code
18 constitutes a business practice because it was done repeatedly over a significant period of time
19 in a systematic manner that was detrimental to Plaintiff.

20 139. For the four years preceding the filing of this action, Plaintiff has suffered
21 damages and request damages and/or restitution of all monies and profits to be disgorged from
22 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
23 this Court.

24 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
25 follows:

- 26 1. For compensatory damages including lost past and future wages, regular wages,
27 overtime, and all other sums of money, including employment benefits, together
28 with interest on said amounts, and any other economic injury to Plaintiff, according to

- 1 proof;
- 2 2. For general damages according to proof;
- 3 3. For special and consequential damages to the extent allowed by law;
- 4 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
- 5 at trial;
- 6 5. For an award of punitive damages against Defendant TAYLOR FARMS RETAIL,
- 7 INC. according to proof;
- 8 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
- 9 subject to proof at trial;
- 10 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
- 11 proof at trial;
- 12 8. For restitution and disgorgement for all unfair business practices by Defendant
- 13 TAYLOR FARMS RETAIL, INC. against Plaintiff in an amount subject to proof at
- 14 trial;
- 15 9. For an order enjoining Defendant TAYLOR FARMS RETAIL, INC. from further
- 16 unfair and unlawful business practices in violation of Business and Professions Code
- 17 Sections 17200, et seq.;
- 18 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 19 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 20 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
- 21 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 22 12. For maximum civil penalties available under the Labor Code and applicable Wage
- 23 Order against Defendants as described more particularly in the Complaint and
- 24 representative PAGA claim;
- 25 13. For all remedies available to Plaintiff under the applicable Wage Order and the
- 26 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 27 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 28 to the extent permitted by law;
14. For the imposition of civil penalties and/or statutory penalties;

1 15. For all interest as allowed by law;

2 16. For all costs and disbursements incurred in this suit;

3 17. Reasonable attorney's fees where available by law, including but not limited to,
4 pursuant to the FEHA, the California Labor Code and/or other applicable laws; and

5 18. For such other and further relief as this Court may deem proper.

6 DATED: February 10, 2023

MESSRELIAN LAW INC.

7
8 By Maralle Messrelian
9 Harout Messrelian, Esq.
10 Maralle Messrelian, Esq., Of Counsel
Attorneys for Plaintiff Oscar Duran Ramirez

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

13
14 DATED: February 10, 2023

MESSRELIAN LAW INC.

15 By Maralle Messrelian
16 Harout Messrelian, Esq.
17 Maralle Messrelian, Esq., Of Counsel
Attorneys for Plaintiff Oscar Duran Ramirez