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BARRY GRAVES, JR.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
03/20/2025
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

BARRY GRAVES, JR., an individual,

Plaintiff,

vs.

COMMUNITY HOUSING PROJECT
DBA HOMERISE, a California non-profit
corporation; ANDRE SANDFORD, an
individual; JANE A JACKSON, an
individual; KATRIEL SPIKER, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.:

CGC-25-623502

COMPLAINT FOR:

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

- §12940 *et seq.*;
9. WILLFUL MISCLASSIFICATION AS EXEMPT (WAGE ORDER NO. 4);
 10. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. *Labor Code* §§ 510, 511, 558, 1194, 1198; WAGE ORDER NO. 4);
 11. FAILURE TO PAY MINIMUM WAGES DUE (Cal. *Labor Code* §§ 1194, 1194.2, 1197, 1197.1 1198; WAGE ORDER NO. 4);
 12. FAILURE TO PROVIDE MEAL PERIODS (Cal. *Labor Code* §226.7; WAGE ORDER NO. 4);
 13. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED (Cal. *Labor Code* § 226.7; WAGE ORDER NO. 4);
 14. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226);
 15. FAILURE TO PAY ALL WAGES DUE ON TERMINATION (Cal. *Labor Code* §203);
 16. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* §2802);
 17. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5);
 18. UNFAIR COMPETITION (Cal. *Bus. & Prof. Code* §§17200 *et seq.*); and
 19. RETALIATION (Cal. *Labor Code* §233).

DEMAND FOR A JURY TRIAL

Barry Graves, Jr. ("Plaintiff") alleges the following:

I. JURISDICTION AND VENUE

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

4 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
5 395.5, because the claims made, and the *Government Code* violations as against the persons
6 identified herein, occurred in San Francisco County and because Defendant Community
7 Housing Partnership dba RiseHome owned and operated their non-profit in San Francisco
8 County.

9 **II. PARTIES**

10 3. At all times relevant hereto, Plaintiff was an individual over age 18 and a
11 resident of San Francisco, California.

12 4. Plaintiff is informed and believes and thereon alleges that at all times material
13 hereto, Defendant Community Housing Partnership dba RiseHome (“CHP”), has been, and is a
14 California non-profit corporation, with a principal place of business at 251 Post Street, Suite
15 200, San Francisco, California 94108. At all times material hereto, CHP has been, and is, a
16 non-profit corporation that helps homeless people secure housing and become self-sufficient.

17 5. Plaintiff is informed and believes and thereon alleges that Defendant Andre
18 Sandford (“Andre”) is an individual, who at all times relevant herein, was a resident of San
19 Francisco County. Andre is Plaintiff’s former supervisor at CHP and the Resident Services
20 Director.

21 6. Plaintiff is informed and believes and thereon alleges that Defendant Janea
22 Jackson (“Janea”) is an individual, who at all times relevant herein, was a resident of San
23 Francisco County. Janea is a CEO at CHP.

24 7. Plaintiff is informed and believes and thereon alleges that Defendant Katriel
25 Spiker (“Katriel”) (collectively with CHP, Andre and Janea “Defendants”) is an individual,
26 who at all times relevant herein, was a resident of San Francisco County. Katriel is the Interim
27 Director of Resident Services at CHP.
28

1 8. Plaintiff was employed by CHP, as a Resident Services Team Lead. Plaintiff is
2 informed and believes and thereon alleges that at all times material hereto CHP has been
3 authorized to do business and has been doing business in the State of California.

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

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

23 11. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
24 through 100 are, and at all times relevant hereto were, persons, corporations or other business
25 entities organized and existing under and by virtue of the laws of the State of California, and
26 are/were qualified to transact and conduct business in the State of California, and did transact
27 and conduct business in the State of California, and are thus subject to the jurisdiction of the
28 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,

1 employ persons, conduct business and engage in disability discrimination and wage and hour
2 violations, in the County of San Francisco.

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

7 **III. PAGA NOTICE**

8 13. Pursuant to the California Labor Code, on or about March 20, 2025, Plaintiff
9 filed a notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue
10 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
11 further reserves the right to amend this Complaint once he completes and complies with the
12 provisions under the law.

13 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14 **Employment Information**

15 14. Plaintiff was an employee of CHP since on or about January 16, 2024. Plaintiff
16 worked as a Resident Services Team Lead at CHP. Plaintiff noted entry for residents,
17 performed pest control inspections, unit inspections, attended monthly operations meetings
18 and participated in bi-weekly coordination meetings with the housing operations department.
19 Plaintiff was paid an annual salary of \$74,600.00. Plaintiff worked 8 or more hours per day.
20 He was employed at CHP until March 10, 2025, when Plaintiff was wrongfully terminated.

21 **Discrimination, Harassment and Wrongful Termination**

22 15. Plaintiff was denied a work environment free of disability discrimination and
23 harassment and was targeted for wrongful termination on or about March 10, 2025.

24 16. In or about January 2024, Plaintiff apprised CHP that he suffers from mental
25 health problems such as depression and anxiety. As such, this condition constitutes a physical
26 disability, as that term is defined in *Government Code* § 12926(l)(1)(A), (B).

27 17. Due to his mental health problems, Plaintiff took a day off from work every
28 other week.

1 18. In or about July 2024, Plaintiff was advised by his therapist that he needed to
2 take some time off of work to take care of his mental health.

3 19. Due to his mental health problems, Plaintiff took two weeks of approved ADA
4 leave with a physician's note. During that time, Plaintiff attended group and individual therapy
5 sessions.

6 20. In or about August 2024, after taking the two weeks off, Plaintiff returned to
7 work and was assigned to work at a new location by the then Director, Marcell Davis. Marcell
8 told Plaintiff that the new location would be better for his mental health since he would have
9 less stress and also because his prior position required someone to be there at all times.

10 21. On or about March 3, 2025, Plaintiff became sick with the flu and called off of
11 work for two days. During this time, Plaintiff was taking Theraflu and Naproxen.

12 22. On the third day that Plaintiff took off work, March 5, 2025, he did not call off
13 work, but he put his sick time into the pay system.

14 23. Plaintiff had his physician notes for the days he took off work and the director
15 asked him to provide those when he returned to work.

16 24. On or about March 6, 2025, Plaintiff returned to work and provided his doctor's
17 note. Plaintiff worked on March 7, 2025.

18 25. On or about March 10, 2025, Plaintiff began his shift and 2 hours later he was
19 fired by Andre and Lynette Hollins, who works in the Human Resources Department.

20 26. Plaintiff was told that he was being fired for not calling and not showing up to
21 work on March 5, 2025. Andre also told Plaintiff that he was being fired because he had other
22 absences, including his two-week approved ADA absence the prior year.

23 27. As a result of the harassment and discrimination, Plaintiff suffered emotional
24 distress and aggravation of his injury.

25 28. CHP's wrongful termination of Plaintiff was wrongfully motivated by
26 discrimination against him due to his disability.

27 29. At all times material hereto, CHP regularly employed five or more persons and
28 therefore are employers, as that term is defined in *Government Code* § 12926(d).

1 30. On March 20, 2025, Plaintiff filed an administrative complaint with the
2 Department of Fair Employment and Housing (“DFEH”) alleging discrimination and
3 harassment by CHP, Andre, Janea and Katriel. On March 20, 2025, the DFEH issued to
4 Plaintiff a Right to Sue Notice as to CHP, Andre, Janea and Katriel.

5 **Wage and Hour Violations**

6 31. The employment by CHP of Plaintiff is governed by Industrial Welfare
7 Commission Wage Order No. 4, which covers those persons employed in the professional,
8 technical, clerical, mechanical and similar occupations.

9 32. This action is based on Defendant’s willful misclassification of Plaintiff as
10 exempt, giving rise to numerous violations of California labor law.

11 33. Under California law, non-exempt employees as defined by Wage Order No. 4,
12 are entitled to overtime wages for work in excess of 8 hours per day.

13 34. Under California law, non-exempt employees as defined by Wage Order No. 4,
14 are entitled to minimum wages.

15 35. As a result of CHP’s failure to pay Plaintiff at required overtime, minimum
16 wage rates and failure to afford meal/rest breaks, the wage statements issued to him did not
17 comply with *Labor Code* §226 and the California Wage Order No. 4 in that they did not
18 accurately reflect all wages earned and due and owing.

19 36. Plaintiff’s meal breaks were at times interrupted and/or he clocked out for his
20 breaks, but was required to continue working.

21 37. Plaintiff was routinely not afforded rest breaks.

22 38. CHP routinely failed to provide Plaintiff with itemized wage statements that
23 properly and accurately itemized the number of hours he worked at the effective regular rates of
24 pay.

25 39. CHP failed to pay Plaintiff all wages due on termination.

26 40. CHP failed to reimburse Plaintiff’s necessary business expenses.

27 41. CHP failed to provide Plaintiff with his requested employment records.

28 42. Plaintiff was retaliated against for taking sick days.

1 **FIRST CAUSE OF ACTION**

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

3 **§§12940(a) - By Plaintiff Against Defendant CHP and Does 1 through 100)**

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

6 44. Under the California Fair Employment and Housing Act ("FEHA"),
7 Government Code § 12940(a), an employer cannot discriminate against an employee, because
8 of a physical disability.

9 45. Plaintiff suffered from the physical limitation as set forth above and was
10 therefore a member of the class of persons protected from disability discrimination under
11 California Government Code § 12940(a).

12 46. Upon learning about Plaintiff's disability, and not wanting a disabled employee,
13 on or about March 10, 2025, CHP terminated Plaintiff's employment in violation of California
14 Government Code § 12940.

15 47. By terminating Plaintiff because of his physical disability, CHP violated
16 Government Code § 12940(a).

17 48. As a direct and proximate result of CHP's conduct, individually and
18 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
19 earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and
20 will continue to lose employment benefits in the amount of at least \$149,200.00, according to
21 proof.

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

25 50. CHP's conduct in discriminating against Plaintiff because of his physical
26 disability subjected him to cruel and unjust hardship in conscious disregard of his rights, as it
27 was anticipated by CHP that Plaintiff would be unable to find comparable employment in the
28 foreseeable future. Plaintiff is informed and believes, and thereon alleges, that his wrongful

1 termination by CHP was done with the intent to cause him injury. As a consequence of the
2 aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled to an award of
3 punitive damages in a sum to be shown according to proof.

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

6 **SECOND CAUSE OF ACTION**

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

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

11 53. The offensive conduct to which Plaintiff was subjected constitutes a hostile
12 work environment in violation to FEHA, California Government Code §12940 et seq. During
13 his employment, CHP violated FEHA, California Government Code §12940 (j), by
14 discriminating against Plaintiff due to his physical disability.

15 54. CHP's harassment was hostile, abusive, continuous and pervasive to create a
16 hostile work environment for Plaintiff.

17 55. CHP's harassment was unwelcome, humiliating, offensive and adversely
18 affected the terms of Plaintiff's employment.

19 56. Plaintiff was subjectively offended by CHP's conduct and any reasonable person
20 in Plaintiff's position would perceive CHP's conduct as being offensive, hostile and abusive.

21 57. As a direct result of CHP's failure to take all reasonable steps necessary to
22 prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
23 extreme and severe mental anguish and emotional distress, loss of earnings and earning
24 capacity, in at least the amount of \$1,000,000, subject to proof at trial.

25 58. Plaintiff is hereby entitled to general and compensatory damages in at least the
26 amount of \$149,200.00, subject to proof at trial.
27
28

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

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

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

10 **THIRD CAUSE OF ACTION**

11 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against**
12 **Defendant CHP and Does 1 through 100)**

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

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

19 64. As a result of his physical disability, Plaintiff was denied the right to work in an
20 environment free of discrimination and harassment and was wrongfully terminated by CHP.

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

24 66. Plaintiff's physical disability was the reason CHP retaliated against him.

25 67. Plaintiff has suffered monetary damages, lost wages and privileges of
26 employment illegally caused by CHP's discriminatory conduct in the amount of at least
27 \$149,200.00, according to proof.
28

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

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

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

FOURTH CAUSE OF ACTION

**(Failure to Prevent Discrimination from Occurring in Violation of Government Code
§12940(k) - By Plaintiff Against Defendant CHP and Does 1 through 100)**

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

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

73. CHP failed to take measures to prevent discrimination and retaliation.

74. As a direct result of CHP's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, in the amount of at least \$1,000,000, according to proof at trial.

75. Plaintiff is hereby entitled to general and compensatory damages in the amount of at least \$149,200.00, according to proof at trial.

76. CHP did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against

1 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
2 community.

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

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

8 **FIFTH CAUSE OF ACTION**

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

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

13 80. Beginning in or about March 2025, Plaintiff was harassed by the actions,
14 conduct and comments of CHP's employees, Andre, Janea and Katriel, which actions, conduct
15 and comments combined to create and allow a pattern of harassment towards him due to his
16 disability.

17 81. Defendants' actions constituted a continuing violation of Cal. Gov. Code §
18 12940, et seq.

19 82. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
20 claims of disability and harassment and take appropriate remedial action.

21 83. Defendants engaged in retaliatory actions against Plaintiff due to his disability
22 and Plaintiff was subjected to unfair and hostile treatment by Defendants.

23 84. All of the conduct by Defendants, was done with the full knowledge and
24 ratification of the management employees of CHP and was consistent with the recognized
25 policies and procedures of CHP, which tolerated and encouraged such discriminatory conduct.

26 85. At all times herein mentioned, Defendants were legally required to refrain from
27 discriminating against and harassing any employee on the basis of physical disability, among
28

1 other things. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in
2 full compliance with these sections, and received a right to sue letter.

3 86. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
4 in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has
5 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
6 and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

7 87. Defendants did the things hereinabove alleged, intentionally, oppressively, and
8 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
9 in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and
10 ought not to be suffered by any member of the community.

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

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

16 **SIXTH CAUSE OF ACTION**

17 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code** 18 **§§12940 (m) – By Plaintiff Against Defendant CHP and Does 1 through 100)**

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

21 91. As alleged herein, in March 2025, Plaintiff requested that CHP, make a
22 reasonable accommodation for his physical disability so that he would be able to continue
23 working. CHP refused said accommodation, refused to discuss any other potential reasonable
24 accommodation it might afford to Plaintiff and wrongfully terminated him.

25 92. By refusing to afford Plaintiff a reasonable accommodation, CHP violated
26 Government Code § 12940(m).

27 93. As a direct and proximate result of CHP's conduct, individually and
28 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,

1 earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and
2 will continue to lose employment benefits in an amount according to proof.

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

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

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

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

15 **SEVENTH CAUSE OF ACTION**

16 **(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code*** 17 **§12940(n)– By Plaintiff Against Defendant CHP and Does 1 through 100)**

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

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

25 100. At all relevant times, Plaintiff was a member of a protected class within the
26 meaning of Government Code §12940(a) et seq. because he had a disability, due to injuries
27 suffered, of which CHP had both actual and constructive notice.

28

1 101. Plaintiff reported his disability to CHP, triggering CHP's obligation to engage in
2 a good faith interactive process with Plaintiff, but at all times herein, CHP failed and refused to
3 do so.

4 102. CHP breached their statutory duty under FEHA to engage in a timely good faith
5 interactive process to determine a reasonable accommodation for Plaintiff's physical disability.
6 Plaintiff further alleges: (1) that CHP was the Plaintiff's employer; (2) that Plaintiff was an
7 employee of CHP; (3) that Plaintiff sustained injuries that required reasonable accommodation
8 and which injuries were known to CHP; (4) that Plaintiff requested that CHP make reasonable
9 accommodation for his injuries and/or physical condition so that he would be able to perform
10 the essential functions of his job requirements; (5) that Plaintiff was willing to participate in the
11 interactive process to determine whether reasonable accommodation could be made so that he
12 would be able to perform the essential job requirements; (6) that CHP failed to participate in a
13 timely good faith interactive process with Plaintiff to determine whether reasonable
14 accommodation could be made; (7) that Plaintiff was harmed financially; and (8) that CHP's
15 failure to engage in a good faith interactive process was a substantial factor in causing
16 Plaintiff's damage and harm. Instead of engaging in a good faith interactive process, CHP,
17 ignored Plaintiff's requests and wrongfully terminated him on or about March 10, 2025.

18 103. The above acts of CHP constitute violations of FEHA, and were a proximate
19 cause in Plaintiff's damages as stated below.

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

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

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

1 **EIGHTH CAUSE OF ACTION**

2 **(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq.**

3 **– By Plaintiff Against Defendant CHP Does 1 through 100)**

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

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

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

14 110. Plaintiff was disabled while working for CHP.

15 111. CHP, acting through their employees, intentionally created and knowingly
16 permitted the discrimination based on disability and harassment.

17 112. CHP wrongfully terminated Plaintiff in violation of important and well-
18 established public policies, including, but not limited to, policies against employment
19 discrimination based upon disability and against harassment.

20 113. CHP's wrongful conduct proximately caused Plaintiff to suffer general, special
21 and statutory damages in the amount of at least \$149,200.00, according to proof.

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

27 //

28 //

115. The above acts of CHP constituted a wrongful termination of Plaintiff and were in violation of public policy as described above. Such termination was a substantial factor in causing damage and injury to Plaintiff as set forth below.

116. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, complaining about harassment and taking sick days, were factors in CHP's conduct as alleged hereinabove.

117. As a result of CHP's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

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

NINTH CAUSE OF ACTION

WILLFUL MISCLASSIFICATION AS EXEMPT

(Wage Order No. 4 By Plaintiff Against Defendant CHP and Does 1-100)

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

120. CHP misclassified Plaintiff as an exempt employee rather than non-exempt in violation of IWC Wage Order No. 4, for its own financial benefit.

121. The California Industrial Welfare Commission Wage Order No. 4 identifies three exemptions to the provisions of the wage order: executive exemption, administrative exemption, and professional exemption. None of the exemptions apply to Plaintiff.

122. On information and belief Defendant CHP decided to wrongfully treat Plaintiff as an exempt employee.

123. Plaintiff did not meet the requirements of being “salary exempt” as set forth by California Labor Code § 515(a). Plaintiff was not allowed to make independent decisions. Plaintiff did not supervise any employees of Defendant. He did not have authority to hire or fire employees. Further, Plaintiff did not have independent judgment or discretion in his job position. Plaintiff performed more hourly work than management work.

124. Defendant CHP thus improperly classified Plaintiff as exempt from the wage and hour requirements set forth in the Labor Code and IWC Wage Order No. 4, because he did not qualify as exempt.

125. Because of this misclassification, Plaintiff suffered damages as a result of Defendant CHP's violation of IWC Wage Order No. 4, in an amount according to proof.

126. Based on Defendant CHP's conduct as alleged herein. Defendant CHP is liable for damages and statutory penalties pursuant to Labor Code §226, Labor Code §218.5 and penalties pursuant to Labor Code §§203 and 206.

TENTH CAUSE OF ACTION

**(Failure to Pay Overtime in violation of Labor Code §§510, 511, 558, 1194, 1194.3, 1198
and Wage Order No. 4 by Plaintiff Against Defendant CHP and Does 1-100)**

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

128. During Plaintiff's entire employment with Defendant CHP, pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, Defendant CHP was required to compensate Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh (7th) consecutive day of any work week.

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

130. California Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

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

6 132. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

20 133. Plaintiff worked 8 or more hours per day, 5 days per week. Throughout
21 Plaintiff's employment, Defendant CHP failed and refused to properly pay overtime time
22 compensation to Plaintiff because Plaintiff was misclassified as exempt.

23 134. Plaintiff worked approximately 1-2 hours per week of overtime. Plaintiff was
24 not paid overtime that was due to him.

25 135. The foregoing overtime compensation is owed and unpaid. As a direct and
26 proximate result of Defendant CHP's failure and refusal to pay overtime time, Plaintiff suffered
27 damages in the amount of at least \$149,200.00, according to proof at trial.
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136. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime wages against employers and those individuals acting in their behalf. Plaintiff requests that this Court assess said penalty against Defendant CHP in an amount to be proven at trial.

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

ELEVENTH CAUSE OF ACTION

**(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,
119, IWC Wage Order No. 4– By all Plaintiff Against Defendant CHP Does 1 through
100)**

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

139. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage... to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 4 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

140. Here, Plaintiff was not paid minimum wages due to CHP's failure to afford Plaintiff compliant meal/rest breaks.

141. *Labor Code* § 1194 provides, in part, that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

142. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the time associated with the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

143. Plaintiff suffered and continued to suffer losses related to the use and enjoyment of compensation due and owing to him as a direct result of CHP's unlawful acts and Labor Code violations in an amount to be shown according to proof at trial.

144. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum wages against employers and those individuals acting on their behalf. Plaintiff requests that this Court assess said penalty against Defendant CHP in an amount to be proven at trial.

145. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant CHP owes him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

TWELFTH CAUSE OF ACTION

(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order No. 4– By Plaintiff Against Defendant CHP and Does 1 through 100)

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

147. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an

1 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
2 Commission..."

3 148. California Labor Code §1198 makes unlawful the employment of an employee
4 under conditions the IWC prohibits.

5 149. IWC Wage Order No. 4 provides, in relevant part: "No employer shall employ
6 any person for a work period of more than five (5) hours without a meal period of not less than
7 30-minutes, except that when a work period of not more than six (6) hours will complete the
8 day's work the meal period may be waived by mutual consent of the employer and the
9 employee."

10 150. IWC Wage Order No. 4 further provides, in relevant part: "Unless the employee
11 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
12 'on duty' meal period and counted as time worked."

13 151. Section 512(a) of the California Labor Code provides, in relevant part, that:
14 An employer may not employ an employee for a work period of more than five
15 hours per day without providing the employee with a meal period of not less
16 than 30-minutes, except that if the total work period per day of the employee is
17 no more than six hours, the meal period may be waived by mutual consent of
18 both the employer and employee.

19 152. The Labor Code and Wage Order No. 4 provisions cited above require
20 California employers to provide employees with off-duty 30-minute meal periods on or before
21 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
22 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
23 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
24 or before the fifth hour of their shifts.

25 153. Plaintiff was at times not afforded uninterrupted meal breaks. Further, Plaintiff
26 at times clocked out for his breaks, but was required to continue working.

27 154. CHP further violated IWC Wage Order No. 4 and Labor Code § 226.7 by failing
28 to pay one hour of compensation to Plaintiff at his individual and regular rate of pay for each

1 work day that the meal period was not provided, in an amount according to proof. This amount
2 remains owed and unpaid.

3 155. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
4 recover wages due based on the deprivation of compliant meal periods under Cal. Labor Code
5 § 226.7(b).

6 156. As a direct and proximate result of CHP's unlawful conduct as alleged herein,
7 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost
8 interest, in an amount to be established at trial, and is entitled to recover economic and statutory
9 damages, attorneys' fees and penalties and other appropriate relief due to Defendant CHP's
10 violations of the California Labor Code and IWC Wage Order No. 4.

11 **THIRTEENTH CAUSE OF ACTION**

12 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7; IWC Wage Order No.**

13 **4– By Plaintiff Against Defendant CHP and Does 1 through 100)**

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

16 158. Labor Code § 226.7 and IWC Wage Order No. 4 provide that employers shall
17 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
18 per four hours of work, or major fraction thereof.

19 159. Labor Code § 226.7 and Wage Order No. 4 provide that if an employer fails to
20 provide an employee with rest periods in accordance with those provisions, the employer shall
21 pay the employee one hour of pay at the employee's regular rate of compensation for each
22 workday that the rest periods were not so provided.

23 160. CHP has intentionally and improperly failed to afford Plaintiff rest periods in
24 violation of Labor Code § 226.7 and Wage Order No. 4. Plaintiff was never afforded any rest
25 periods.

26 161. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

27 162. By virtue of CHP's unlawful failure to afford rest periods, Plaintiff has suffered,
28 and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but

1 which exceed the jurisdictional limits of the Court and which will be ascertained according to
2 proof at trial.

3 **FOURTEENTH CAUSE OF ACTION**

4 **(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code**
5 **§226– By Plaintiff Against Defendant CHP and Does 1 through 100)**

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

8 164. At all times relevant herein, CHP issued payroll statements to Plaintiff which
9 violated Cal. Lab. Code §226(a), in that CHP failed to properly and accurately itemize the
10 number of hours he worked at the effective regular rates of pay.

11 165. CHP knowingly and intentionally failed to comply with Cal. Lab. Code §226(a),
12 causing damage to Plaintiff. These damages, including but not limited to costs expended
13 calculating his true hours worked, and the amount of employment taxes which were not
14 properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff
15 elects to recover liquidated damages of \$50.00 for the initial pay period in which the violation
16 occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal. Lab. Code
17 § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and costs.

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

20 **FIFTEENTH CAUSE OF ACTION**

21 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**
22 **Plaintiff Against Defendant CHP Does 1 through 100)**

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

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

1 **SEVENTEENTH CAUSE OF ACTION**

2 **(Failure to Allow Inspection of Employment Records in Violation of Cal. *Labor Code***
3 **§1198.5 By Plaintiff Against Defendant CHP and Does 1 through 100)**

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

6 179. California Labor Code Section 1198.5 provides:

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

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

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

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

180. Additionally, pursuant to IWC Wage Order No. 4, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

181. On or about March 19, 2025, Plaintiff 's counsel issued a written request to CHP for copies of his personnel records.

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

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

EIGHTEENTH CAUSE OF ACTION

(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code §17200 et seq.– By Plaintiff Against Defendant CHP Does 1 through 100)

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

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

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

1 187. The payment of overtime time, minimum wages, affording of meal/rest breaks,
2 reimbursing business expenses, and providing employment records are fundamental public
3 policies of the State of California. It is also the public policy of this State to enforce minimum
4 labor standards, to ensure that employees are not required or permitted to work under
5 substandard and unlawful conditions, and to protect those employers who comply with the law
6 from losing competitive advantage to other employers who fail to comply with labor standards
7 and requirements.

8 188. CHP failed to pay Plaintiff for overtime, minimum wages, allow Plaintiff to take
9 meal/rest breaks, to pay all wages due on termination, to issue accurate wage statements,
10 reimburse business expenses and to provide him employment records.

11 189. During the applicable limitations period, CHP violated Plaintiff's rights under
12 the above-referenced Labor Code sections by failing to pay for overtime, minimum wages,
13 compliant meal/rest breaks not afforded in violation of *Labor Code* §§ 226.7 and 203, 226, as a
14 result of not correctly calculating his regular rate of pay to include all applicable remuneration,
15 including, but not limited to, overtime, minimum wages and premium pay for not compliant
16 meal/rest break.

17 190. Through the conduct alleged herein, CHP acted contrary to these public policies
18 and has thus engaged in unlawful and/or unfair business practices in violation of Business &
19 Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and privileges
20 guaranteed to employees under California law.

21 191. CHP regularly and routinely violated the following statutes and regulations with
22 respect to Plaintiff:

23 Willful misclassification as exempt (Wage Order No. 4)

24 *Cal. Labor Code* §§ 510, 511, 558, 1198 and 1194 and IWC Wage Order No. 4
25 as amended (failure to pay overtime);

26 *Cal. Labor Code* § 1197 and IWC Wage Order No. 4 (failure to pay minimum
27 wages);
28

195. Because Plaintiff attempted to exercise his rights to take sick leave as permitted by California Labor Code section 233, CHP unlawfully retaliated against, discriminated against and wrongfully terminated Plaintiff in violation of sections 233 and 234.

196. Defendant CHP's conduct, as alleged above, constituted unlawful retaliation, discrimination, and wrongful termination in employment on account of Plaintiff's protected sick leave in violation of California Labor Code sections 233 and 234.

197. As a proximate result of the acts of CHP as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in the amount of at least \$149,200.00, according to proof at the time of trial.

198. As a proximate result of the acts of CHP, Plaintiff suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety, nervousness, stress and has been generally damaged in an amount to be ascertained at the time of trial.

199. As a direct and proximate result of the conduct of CHP, Plaintiff was forced to incur substantial costs and attorneys' fees.

200. The acts of CHP which were carried out by managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed against CHP in an amount sufficient to punish CHP and to deter others from engaging in similar conduct.

201. Plaintiff also seeks his attorneys' fees as permitted by Labor Code Section 233(e).

PRAYER FOR RELIEF

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

1. For compensatory damages in the amount of overtime due to Plaintiff, in the amount of at least \$149,200.00, according to proof;

2. For compensatory damages in the amount of minimum wages due to Plaintiff, in the amount of at least \$149,200.00, according to proof;
3. For compensatory damages for lost wages and employment benefits, in the amount of at least \$149,200.00, according to proof;
4. For compensatory damages for physical and emotional distress, in the amount of \$1,000,000, according to proof;
5. For an award of consequential damages, according to proof;
6. For general damages according to proof;
7. For compensation of one hour at the regular rate of pay for each meal/rest period denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 4, according to proof;
8. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;
9. For prejudgment interest accrued on all due and unpaid overtime and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according to proof;
10. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* § 203, in an amount equal to his daily pay rate at the time of termination, multiplied by the total amount of days elapsed between the date of involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
11. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;
12. For compensatory damages in the amount of Plaintiff's out of pocket expenses for cell phone and/or reimbursement of monies incurred while performing Defendant CHP's business-related duties plus interest, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
13. For a preliminary and permanent injunction ordering CHP to disclose Plaintiff's payroll records and to prevent CHP from committing such illegal acts in the future;
14. For an award of restitution of wages to Plaintiff in an amount equal to the amount of wages owed and unpaid, according to proof;

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- 15. For injunctive relief requiring CHP to comply with Labor Code 1198.5(b)(1);
- 16. For punitive and exemplary damages in a sum to be determined at trial;
- 17. For reasonable costs, including attorneys’ fees, in an amount according to proof pursuant to *Government Code* § 12965(b), Cal. Lab. Code §§ 218.5, 233 (e), 1198.5(1), 2802 and Cal. Code Civ. Proc. §1021.5; and
- 18. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Barry Graves, Jr. hereby respectfully requests a trial by jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: March 20, 2025

By: Franz Reece
Franz T. Reece
Attorneys for Plaintiff
Barry Graves, Jr.