

Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
LIPELES LAW GROUP, APC
880 Apollo St., Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorney for Plaintiff,
FRANCISCO PANTALEON MORALES

Assigned for All Purposes
Judge Kimberly A. Knill

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

FRANCISCO PANTALEON MORALES, an
individual,

Plaintiff,

v.

WTPC, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2025-01476353-CU-WT-CJC

COMPLAINT FOR:

- 1. VIOLATION OF THE CALIFORNIA FAMILY RIGHTS ACT ("CFRA"), GOV'T CODE §12945.2;**
- 2. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 3. RETALIATION;**
- 4. FAILURE TO PREVENT DISCRIMINATION;**
- 5. FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES;**
- 6. FAILURE TO PAY OVERTIME;**
- 7. FAILURE TO PAY MINIMUM WAGES;**
- 8. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;**
- 9. WAITING TIME PENALTIES;**
- 10. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- 11. FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED;**
- 12. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED;**
- 13. FAILURE TO PAY MAINTAIN REQUIRED RECORDS; and**
- 14. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.)**

DEMAND FOR JURY TRIAL

FRANCISCO PANTALEON MORALES, Plaintiff in the above-entitled action, for his Complaint against Defendants WTPC, Inc., a California corporation, and DOES 1 through 100, inclusive, ALLEGES AS FOLLOWS:

1. This action is brought by Plaintiff FRANCISCO PANTALEON MORALES, ("Plaintiff") to vindicate and to secure his rights granted to him as an employee under the statutes and laws of the State of California.

2. On April 2025, Plaintiff filed a California Fair Employment and Housing Act ("FEHA") claim. That same day, he obtained a Right to Sue letter regarding this matter from the Department of Fair Employment and Housing ("DFEH").

3. Plaintiff is a resident of the County of Orange, State of California.

4. At all times giving rise to the facts and circumstances described herein, Plaintiff was employed in the County of Orange, State of California.

1 5. Defendant is an employer within the meaning of the California Fair Employment
2 and Housing Act (hereinafter "FEHA").

3 6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
4 as DOES 1 through 100 inclusive, and therefore sues these Defendants by such fictitious names.
5 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
6 Plaintiff is informed and believes and thereon alleges that each of these fictitiously named
7 Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's
8 injuries as herein alleged were proximately caused by the aforementioned Defendants.

9 7. Venue is proper in this Court, pursuant to Government Code §12965, the
10 unlawful employment practices complained of herein having occurred in the County of Orange,
11 State of California.

12 8. Defendant is a printing company.

13 9. Plaintiff was hired on March 3, 2021. Plaintiff's job title was Operator. Plaintiff
14 operated machines used for the production of books among his job duties.

15 10. In October 2023, Plaintiff suffered a work related injury from pushing heavy
16 loads in the course of his job duties.

17 11. On July 15, 2024, Plaintiff's son became ill. Plaintiff took his son to the doctor
18 on July 15, 2024. Plaintiff called his supervisor at work to advise him that his son was ill and he
19 could not go in to work because he was taking his son to the hospital.

20 12. The next day, July 16, 2024, Plaintiff reported for work. However, shortly after
21 reporting for work, Plaintiff was told he was being terminated. Plaintiff was told that the reason
22 for his termination was that work was slow. The stated reason for the termination was false and
23 a pretext for discrimination and retaliation.

24 13. Defendant subsequently hired another worker to replace Plaintiff.

25 14. The reason given for Plaintiff's termination is a pretext to retaliate against
26 Plaintiff for exercising his right to take CFRA leave.
27
28

1 **FIRST CAUSE OF ACTION**

2 **Violation of the California Family Rights Act Cal. Government Code §12945.2**

3 **(Against All Defendants)**

4 15. Plaintiff incorporates and re-alleges by reference all previous paragraphs, and
5 each and every part thereof, of this Complaint, with the same force and effect as though set
6 forth at length herein.

7 16. Defendants are each an “employer” within the meaning of and subject to
8 *California Government Code* §§ 12945.2 et seq., commonly referred to as the California Family
9 Rights Act (“CFRA”).

10 17. Plaintiff was and had been continuously employed by Defendant for more than
11 one year and worked more than 1,250 hours within the previous year before he was terminated
12 from his employment with Defendants. Defendants were and continued to be a covered
13 employer, that employs more than fifty employees within a seventy-five mile radius, and at all
14 times, while employed by Defendants, Plaintiff performed his duties and responsibilities in an
15 exemplary manner.

16 18. This cause of action is based upon CFRA, *California Government Code* §§
17 12945.2 et seq., which prohibits employers and supervisors from discriminating, harassing and
18 retaliating or interfering against, and terminating an employee on the basis of a protected
19 characteristic, i.e., for taking time off to care for his child.

20 19. This cause of action includes retaliation against Plaintiff because Plaintiff
21 exercised Plaintiff’s CFRA rights. A prima facie case for violation of CFRA, including
22 retaliation, is demonstrated where Plaintiff alleges: (1) Defendant was an employer covered by
23 CFRA; (2) Plaintiff was an employee eligible to take CFRA leave; (3) Plaintiff exercised the
24 right to take leave for a qualifying CFRA purpose; and (4) Plaintiff suffered an adverse
25 employment action, such as termination or retaliation because of the exercise of his rights to
26 CFRA leave.
27
28

1 20. This cause of action includes interference with Plaintiff's CFRA rights, and is
2 properly before this Court because the decision of Defendants to terminate Plaintiff's
3 employment was motivated by the fact that Plaintiff exercised Plaintiff's CFRA
4 rights. Defendants, therefore, willfully and wantonly decided to interfere with Plaintiff's right
5 to CFRA leave, by terminating his employment.

6 21. This cause of action includes discrimination by Defendants against Plaintiff
7 because Plaintiff exercised his CFRA rights. CFRA (Cal. *Government Code*, §12945.2)
8 provides, in part, "It shall be an unlawful employment practice for an employer to refuse to hire,
9 or to discharge, fine, suspend, expel, or discriminate against, any individual because of any of
10 the following: (1) An individual's exercise of the right to family care and medical leave
11 provided by subdivision (a) [and] (2) An individual's giving information or testimony as to his
12 or her own family care and medical leave, or another person's family care and medical leave, in
13 any inquiry or proceeding related to rights guaranteed under this section." (*California*
14 *Government Code* §12945.2(1).)

15 22. Plaintiff's son became ill and required Plaintiff to take CFRA leave to care for
16 his son. As a result of Plaintiff needing CFRA leave, Plaintiff was harassed, discriminated and
17 retaliated and ultimately terminated from his employment for false and pretextual reasons as
18 described above in this Complaint.

19 23. There is a nexus between Plaintiff's need for time off and need for reasonable
20 accommodations, and the termination of his employment. There exists a close proximity of
21 time between the need for time off and the need of reasonable accommodations and the
22 termination. But for Plaintiff's need for CFRA leave, and Plaintiff use of CFRA leave, Plaintiff
23 would still be gainfully employed by Defendants. Although Defendants allowed Plaintiff to
24 take sick leave, to care for his son's illness, Defendants nonetheless harassed, retaliated and
25 ultimately terminated his employment because Plaintiff exercised his CFRA leave rights.

26 24. After Plaintiff was terminated from his employment, Plaintiff developed
27 depression, anxiety and severe emotional distress and feelings of injustice. The time off to visit
28 the doctor and to care for his son's illness and the time off from work was protected CFRA

1 leave. Plaintiff's termination was a direct result of, and in retaliation because, Plaintiff
2 exercised his CFRA leave rights, and took time off to visit the doctor, and time off to care for
3 his son.

4 25. As a proximate result of the acts of Defendants, and each of them, as described
5 above, Plaintiff suffered economic damages, including back pay, front pay, lost wages and
6 benefits, lost earning capacity, and other compensatory damages in an amount to be ascertained
7 at the time of trial.

8 26. As a proximate result of the acts of Defendants, and each of them, as alleged
9 above, Plaintiff has suffered physical and mental injuries and has necessarily expended sums in
10 the treatment of such injuries, all to Plaintiffs damage in an amount to be ascertained at the time
11 of trial. As a further proximate result of the acts of Defendants, and DOES 1 through 100,
12 inclusive, and each of them, as alleged above, Plaintiff will necessarily continue to expend sums
13 in the future for the treatment of the physical, emotional and mental injuries sustained by
14 Plaintiff as a result of said Defendants' acts in an amount to be ascertained at the time of
15 trial. As a further proximate result of the acts of Defendants and DOES 1 through 100,
16 inclusive, and each of them, as alleged above, Plaintiff has suffered emotional distress and has
17 suffered humiliation, mental and physical distress, anxiety, nervousness and has been generally
18 damaged in an amount to be ascertained at the time of trial.

19 27. As a direct and proximate result of the above-described acts of Defendants, and
20 provisions of California *Government Code* § 12965(b), Plaintiff is entitled to the reasonable
21 value of such attorney's fees.

22 28. The above-described acts of defendants, and each of them, were willful,
23 intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and were
24 done in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary
25 and punitive damages in an amount sufficient to punish said Defendants and to deter others
26 from engaging in similar despicable conduct.
27
28

29. Therefore, Plaintiff is entitled to punitive damages because the actions of Defendants were malicious and oppressive and were done with conscious disregard of Plaintiff's rights under Cal. *Gov. Code*, §12945.2 and Cal. *Civil Code*, §§3294 and 3295.

SECOND CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against All Defendants)

30. Plaintiff incorporates and re-alleges by reference all previous paragraphs, and each and every part thereof, of this Complaint, with the same force and effect as though set forth at length herein.

31. Under California law, no employee, whether they are an at-will employee, or an employee under a written or other employment contract, may be terminated for a reason that is in violation of a fundamental public policy. California Courts have interpreted a fundamental public policy to be any articulable constitutional, or statutory provision, or regulation that is concerned with a matter effecting society at large rather than a purely personal or proprietary interest of the employee or the employer. The public policy must be fundamental, substantial, and well established at the time of discharge.

32. Defendants discriminated against Plaintiff due to Plaintiff's exercise of CFRA rights and terminated Plaintiff in violation of public policy.

33. Plaintiff alleges that the Defendants, named in this cause of action, violated articulated public policies, affecting society at large, by violating the statutes, as described more fully below, when said Defendants terminated Plaintiff in violation of public policies and as such, the conduct described in this Complaint violates the following statutes that affect society at large:

a. FEHA (*California Government Code* §12900 et seq.);

b. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination based on the exercise of his CFRA rights in violation of FEHA, codified in *California Government Code* §12940(a).

c. The retaliatory actions of Defendants against Plaintiff, as more fully set forth above constitute unlawful retaliation based on the exercise of CFRA rights in violation of FEHA, codified in *California Government Code* §12940(h).

d. The failure of Defendants to take all reasonable steps necessary to prevent discrimination, retaliation and harassment against Plaintiff constitute a failure to take all steps necessary to prevent discrimination, retaliation, and harassment, in violation of FEHA, codified in *California Government Code* §12940(k).

e. The failure of Defendants to reasonably accommodate Plaintiff's CFRA rights was due to discrimination, retaliation and harassment against Plaintiff. Instead of reasonably accommodating Plaintiff, Defendants used Plaintiff's request for reasonable accommodation to terminate Plaintiff from Plaintiff's employment. Defendants' acts, as more fully described above, constitute unlawful discrimination based violation of FEHA, codified in *California*

f. The California Family Rights Act, CFRA, *California Government Code* §§ 12945.2 et seq., which prohibits employers and supervisors from discriminating, harassing and retaliating or interfering against, and terminating an employee on the basis of a protected characteristic, i.e., for taking time off to care for a sick child protected by CFRA.

34. As a proximate result of the acts of Defendants, as described above, Plaintiff suffered economic damages, including back pay, front pay, lost wages and benefits, lost earning capacity, and other compensatory damages in an amount to be ascertained at the time of trial.

35. As a further proximate result of the aforementioned acts of Defendants, and each of them, as alleged above, Plaintiff has suffered humiliation, mental anguish, and severe emotional and physical distress, and has been injured in body and mind all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a proximate result of the acts of Defendants, as alleged above, Plaintiff has suffered physical and mental injuries and has necessarily expended sums in the treatment of such injuries, all to Plaintiff's damage in an amount to be ascertained at the time of trial. As a further proximate result of the acts of Defendants, and each of them, as alleged above, Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of said Defendants' acts in an amount to be ascertained at the time of trial.

36. As a further proximate result of the acts of Defendants and each of them, inclusive, and each of them, as alleged above, Plaintiff has suffered humiliation, mental and physical distress, anxiety, nervousness and has been generally damaged in an amount to be ascertained at the time of trial.

37. The above-described acts of Defendants, and each of them, were willful, intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and were done in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendants and to deter others from engaging in similar despicable conduct.

THIRD CAUSE OF ACTION

Retaliation in Violation of the California Labor Code

(Against All Defendants)

38. Plaintiff incorporates by reference, repeats, and re-alleges, all preceding and subsequent paragraphs as though fully set forth herein.

39. Defendants were PLAINTIFF'S legal employer at all times relevant herein; and Plaintiff was an employee of Defendants at all times relevant herein.

1 40. At all times herein mentioned, Labor Code § 1102.5 was in full force and effect
2 to promote a “broad public policy interest in encouraging workplace whistleblowers to report
3 unlawful acts without fearing retaliation.” *See Green v. Ralee Engineering Co.*, 19 Cal. 4th 66,
4 77 (Cal. 1998). Specifically, Labor Code § 1102.5(b) prohibits an employer from retaliating
5 against an employee “for disclosing information, or because the employer believes that the
6 employee disclosed or may disclose information...to a person with authority over the employee
7 or another employee who has the authority to investigate, discover, or correct the violation or
8 noncompliance...if the employee has reasonable cause to believe that the information discloses a
9 violation of state or federal statute, or a violation of or noncompliance with a local, state, or
10 federal rule or regulation...”

11
12 41. Moreover, Plaintiff was subjected to abusive conduct within the meaning
13 of California Government Code section 12950.1(g)(2). “Abusive conduct” is defined to mean
14 “conduct of an employer or employee in the workplace, with malice, that a reasonable person
15 would find hostile, offensive, and unrelated to an employer's legitimate business interests.”
16 [Cal. Gov. Code § 12950.1.]

17 42. Section 232.5 (c) prohibits employers from requiring “as a condition of
18 employment, that an employee refrain from disclosing information about the employer's
19 working conditions...” or from discharging, formally disciplining or
20 otherwise discriminating against employees who disclose information about the employer's
21 working conditions.

22 43. California Labor Code § 6310 prohibits employers from discriminating or firing a
23 worker for engaging in any number of specific activities. Such activities include complaining
24 orally or in writing about employee safety or health to the occupational safety and health
25 administration.

26
27 44. The relevant portion of Cal. Labor Code § 98.6 reads: (a) A person shall not
28 discharge an employee or in any manner discriminate, retaliate, or take any adverse action

1 against any employee or applicant for employment because the employee or applicant engaged
2 in any conduct delineated in this chapter, including the conduct described in subdivision (k) of
3 Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because
4 the employee has... made a written or oral complaint that he or she is owed unpaid wages, or
5 because the employee has initiated any action or notice pursuant to Section 2699, or has
6 testified or is about to testify in a proceeding pursuant to that section, or because of the exercise
7 by the employee or applicant for employment on behalf of himself, herself, or others of any
8 rights afforded him or her.” (Emphasis added). Id.

9
10 45. Defendants' actions against Plaintiff, as alleged above, constitute unlawful
11 retaliation in employment in violation of California Labor Code §§
12 98.6, 132a, 1102.5 and 232.5, 6310. They did this to Plaintiff in response to and on account of
13 Plaintiff's disclosure/complaints on regarding improper regarding compensation, requests for
14 taking CFRA leave and other violations.

15 46. As a result of Defendants' unlawful conduct, Plaintiff was harmed. Plaintiff
16 suffered and continues to suffer economic loss or disadvantage both as earnings and benefits,
17 and emotional distress, including depression, decline in health, anxiety, embarrassment,
18 humiliation, loss of self-esteem, and mental anguish. Defendants' unlawful retaliation was a
19 substantial factor in causing Plaintiff harm. Plaintiff is entitled to and will seek exemplary,
20 general, and compensatory damages and attorney's fees and costs in amounts to be proven at
21 trial in addition to interest thereon and any and all other remedies and damages available under
22 the applicable laws.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Prevent Discrimination, Retaliation, and Harassment in Violation of FEHA**

25 **(Against All Defendants)**

26
27 47. Plaintiff incorporates by reference, repeats, and re-alleges, all preceding and
28 subsequent paragraphs as though fully set forth herein.

1 48. At all times relevant to this complaint, Defendants were Plaintiff's employers
2 within the meaning of FEHA. Defendants controlled various aspects of Plaintiff's working
3 conditions, work schedule, and wages. Defendants were thereby obligated by law, specifically
4 under section 12940(k) of the Government Code, to prevent any form of discrimination and
5 harassment at the workplace.

6 49. Pursuant to California Government Code section 12940(k), it is an unlawful
7 practice "for an employer...to fail to take all reasonable steps necessary to
8 prevent discrimination and harassment from occurring." In addition, FEHA creates a statutory
9 tort for failure to prevent discrimination and harassment. It is also illegal for an employer to fail
10 to take all reasonable steps necessary to prevent discrimination and harassment from occurring,
11 and this "failure to prevent" is separately actionable under the California Fair Employment and
12 Housing Act ("the FEHA"). Government Code § 12940(k); Trujillo v. North Co. Transit
13 Dist. (1998) 63 Cal.App.4th 280, 286

14 50. Defendants failed to prevent discrimination, and retaliation, thereby violating
15 FEHA.

16 51. At all relevant times, Defendants were Plaintiff's legal employers.

17 52. Plaintiff was unquestionably subjected to discrimination based on their status as
18 a parent caring for a sick child.

19 53. Defendants failed to take all reasonable steps to prevent this discrimination, and
20 retaliation.

21 54. Defendants failure to take reasonable steps to prevent the discrimination, and
22 retaliation was a substantial factor in causing Plaintiff harm.

23 55. As a result of the failure to prevent the discrimination and retaliation, Plaintiff
24 has sustained and continues to suffer emotional distress, mental and physical pain, anguish, pain
25 and suffering, loss of sleep, loss of appetite, anxiety, depression, and shame.
26
27
28

56. In light of the willful, knowing, and intentional discrimination, and retaliation. Plaintiff seeks an award of punitive and exemplary damages in an amount according to proof at trial.

57. Plaintiff has incurred and continued to incur legal expenses and attorney's fees. Plaintiff will seek the recovery of her attorney's fees and costs at the conclusion of this lawsuit.

FIFTH CAUSE OF ACTION

**Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties [Cal.
Labor Code § 2802]
(Against All Defendants)**

58. Plaintiff incorporates herein by specific reference, as though fully set forth, the factual allegations in the foregoing paragraphs.

59. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer.

60. Employers knowingly and willfully failed to indemnify Plaintiff for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employers, including but not limited to expenses for tools, , and other employment-related expenses such as cell phone usage, in violation of California Labor Code § 2802.

61. As a proximate result of Employers' unlawful actions and omissions, Plaintiff has been damaged in an amount according to proof at trial, and seeks reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code §2802(b). Additionally, Plaintiff is entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Pay Overtime Compensation Pursuant to Labor Code §§ 510 and 1194**

3 **(Against All Defendants)**

4 62. Plaintiff incorporates by reference, repeats, and re-alleges, all preceding and
5 subsequent paragraphs as though fully set forth herein.

6 63. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
7 thereby entitled to all benefits and privileges of non-exempt employees under California law,
8 including, but not limited to overtime pay, minimum wages, and meal and rest periods.

9 64. As alleged herein, Defendants required Plaintiff to work off-the-clock and more
10 than eight hours a day and/or forty (40) hours a week without overtime compensation.

11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Pay Minimum Wages Pursuant to Labor Code §§ 1194, 1194.2 and 1197**

13 **(Against All Defendants)**

14 65. Plaintiff incorporates by reference, repeats, and re-alleges, all preceding and
15 subsequent paragraphs as though fully set forth herein.

16 66. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
17 was entitled to the full protections of the Labor Code and IWC Wage Order No. 4.

18 67. Plaintiff is informed and believes, and thereon alleges, that Defendants: (1) set
19 Plaintiff's wages, hours, or working conditions; (2) hired or terminated employees similar to
20 Plaintiff; (3) controlled Plaintiff's work; (4) set or negotiated Plaintiff's wages; (5) assigned or
21 supervised Plaintiff's work; (6) determined Plaintiff's hours or conditions of employment; (7)
22 set Plaintiff's work schedules; and/or (8) supplied the instrumentalities, tools, or place of work
23 for Plaintiff.

24 68. Labor Code § 1198 makes it unlawful for an employer to employ any person
25 under conditions of employment that violate IWC Wage Order No. 4.
26
27
28

1 69. Section 2(G) of IWC Wage Order No. 4 defines “hours worked” and “the time
2 during which an employee is subject to the control of the employer, [which] includes all the
3 time the employee is suffered or permitted to work, whether or not required to do so.”

4 70. Labor Code §§ 1194 and 1197, and § 4 of the Wage Order require employers to
5 pay non-exempt employees at least minimum wage for each hour worked.

6 71. Under Labor Code section 558.1, “[a]ny employer or other person acting on
7 behalf of an employer, who violates, or causes to be violated, any provision
8 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
9 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194,
10 or 2802, may be held liable as the employer for such violation.” *Voris v. Lampert*, (2019) 7 Cal.
11 5th 1141, 1161, reh'g denied (Oct. 23, 2019).

12 72. At all relevant times during their employment, Defendants failed to pay Plaintiff
13 and each of them at least minimum wage for each hour worked. Specifically, Plaintiff
14 performed “off-the-clock” work and without actual or premium pay at Defendants’ insistence,
15 direct, and control. This failure represents a direct violation of Labor Code §§ 1194, 1194.2,
16 and 1197, as well as § 4 of the Wage Order, which mandate that non-exempt employees like
17 Plaintiff be paid at least minimum wage for each hour worked.

18 73. Plaintiff, as a non-exempt hourly employee, was entitled to minimum wage
19 compensation for each hour worked.

20 74. Defendants failed to pay Plaintiff for these additional hours worked, in direct
21 contravention of Labor Code §§ 1194, 1194.2, and 1197, thereby unlawfully withholding wages
22 that were rightfully due and owing to Plaintiff. Under Labor Code § 1194.2, Plaintiff is entitled
23 to recover these unpaid minimum wages, together with interest thereon, attorney's fees, and
24 costs of suit.

25 75. Furthermore, under Labor Code § 558.1, Defendants may be held liable as the
26 employer for such violation.
27
28

76. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff seeks recovery of all unpaid minimum wages, interest thereon, liquidated damages in an amount equal to the amount of unpaid minimum wages, costs of suit, and reasonably attorney's fees, all in amounts subject to proof.

EIGHTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements in Violation of Labor Code § 226
(Against All Defendants)

77. Plaintiff incorporates by reference, repeats, and re-alleges, all preceding and subsequent paragraphs as though fully set forth herein.

78. Plaintiff is informed and believes, and thereon alleges, that Defendants: (1) set Plaintiff's wages, hours, or working conditions; (2) hired or terminated employees similar to Plaintiff; (3) controlled Plaintiff's work; (4) set or negotiated Plaintiff's wages; (5) assigned or supervised Plaintiff's work; (6) determined Plaintiff's hours or conditions of employment; (7) set Plaintiff's work schedules; and/or (8) supplied the instrumentalities, tools, or place of work for Plaintiff.

79. California Labor Code § 226(a) requires Defendants to accurately itemize in wage statements all deductions from payment of wages, gross wages earned, and benefits accrued by Plaintiff.

80. Defendants, as Plaintiff's employers and responsible parties under the Labor Code, failed to accurately provide itemized wage statements in accordance with Labor Code § 226(a). Specifically, Defendants failed to accurately itemize in wage statements all deductions from payment of wages, gross wages earned, and benefits accrued by Plaintiff. There was a discrepancy in the Plaintiff's compensation since Plaintiff were only compensated for a fraction of the time they had actually worked.

81. Such conduct violates Plaintiff's right to receive an accurate accounting of their earned wages.

1 82. As a direct and proximate result of Defendants' failure to provide accurate wage
2 statements, Plaintiff and each of them suffered injury in fact

3 83. Defendants' failure to comply with the Labor Code is also unlawful pursuant
4 to Labor Code § 1175.

5 84. As a result of these knowing and intentional failures to comply with these Labor
6 Code requirements, and Plaintiff's injuries, Plaintiff is entitled to recover the greater of all
7 actual damages for fifty dollars (\$50) for the initial pay period in which a violation occurs and
8 one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
9 exceed an aggregate penalty for four thousand dollars (\$4,000), and is entitled to an award of
10 costs and reasonable attorney's fees. This failure has injured Plaintiff, by misrepresenting and
11 depriving them of hour, wage, and earnings information to which they are entitled, causing
12 difficulty and expense in attempting to reconstruct time and pay records, causing her to not be
13 paid wages they are entitled, causing them to be unable to rely on earnings statements in
14 dealings with third parties, eviscerating their right under Labor Code § 226(b) to review
15 itemized wage statement information by inspecting Defendants' underlying records, and
16 deceiving them regarding their entitlement to minimum wages and unpaid wages for the off-
17 the-clock hours they had worked.

18
19 85. As a further result of the foregoing, and pursuant to Labor Code § 226(h),
20 Plaintiff and each of them is seeking injunctive relief to ensure Defendants comply with the
21 above requirements of the Labor Code and seeks an award of costs and reasonable attorney's
22 fees.
23

24 **NINTH CAUSE OF ACTION**

25 **Waiting Time Penalties Pursuant to Labor Code §§ 201-203**

26 **(Against All Defendants)**

27 86. Plaintiff incorporates by reference, repeats, and re-alleges, all preceding and
28 subsequent paragraphs as though fully set forth herein.

1 87. Plaintiff is informed and believes, and thereon alleges, that Defendants: (1) set
2 Plaintiff's wages, hours, or working conditions; (2) hired or terminated employees similar to
3 Plaintiff; (3) controlled Plaintiff's work; (4) set or negotiated Plaintiff's wages; (5) assigned or
4 supervised Plaintiff's work; (6) determined Plaintiff's hours or conditions of employment; (7)
5 set Plaintiff's work schedules; and/or (8) supplied the instrumentalities, tools, or place of work
6 for Plaintiff.

7 88. California Labor Code §§ 201 and 202 require all California employers to remit
8 payment to an employee of all earned, but unpaid compensation, on the date of
9 termination. California Labor Code § 203 provides that an employee is entitled to a day's wages,
10 up to thirty (30) days for every day an employer fails to pay all of Plaintiff's wages upon
11 termination.
12

13 89. Further, Labor Code § 558.1 specifies that owners, directors, officers, and
14 managing agents may be liable for violations of overtime, minimum wages (Cal. Lab. Code, §§
15 1193.6, 1194), and meal and rest breaks (Cal. Lab. Code § 226.7). In addition, Labor Code §
16 558.1 permits employees to bring certain actions against "persons acting on behalf of [their]
17 employer." Supervisors can be held liable for wage-and-hour violations if they "exercise control
18 over the wages, hours or working conditions" or "suffer to permit to work" their employees.
19 (Martinez v. Combs (2010) 49 Cal.4th 35 [109 Cal.Rptr.3d 514, 231 P.3d 259])

20 90. Plaintiff was wrongfully terminated by Defendants. Despite the wrongful
21 termination of their employment, Plaintiff has yet to receive his rightful compensation, thereby
22 violating Labor Code § 201 and 202.
23

24 91. Defendants, in a willful disregard for the laws, have failed to pay Plaintiff their
25 earned wages and have thus violated Labor Code § 203.

26 92. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
27 Plaintiff will seek the recovery of those fees and costs at the conclusion of this lawsuit and all
28 other remedies available under applicable laws.

TENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against All Defendants)

93. Defendants engaged in conduct that was extreme and outrageous, far exceeding the bounds of behavior typically tolerated in a civilized community. Specifically, Defendants exhibited a callous and blatant disregard for the Plaintiff's well-being and emotional stability.

94. Defendants, and each of them, acted with gross negligence by not initiating a workers' compensation claim or supplying necessary forms, thereby aggravating Plaintiff's already substantial injury.

95. Defendants acted with the explicit intention to cause emotional distress to the Plaintiff, or, at the very least, acted with reckless disregard of the probability that the Plaintiff would suffer emotional distress.

96. Defendants' refusal to investigate Plaintiff's complaints and grievances- - manifests an intent to inflict emotional torment or a reckless disregard for the consequences of their actions.

97. Defendants' abrupt and unjustified termination of Plaintiff was a calculated move, meant to evade accountability and further exacerbate Plaintiff's emotional distress.

98. Plaintiff suffered severe emotional distress due to Defendants' extreme and outrageous conduct.

99. Defendants' conduct, as detailed herein, was a substantial factor in causing Plaintiff's severe emotional distress. The chronology and nexus of Defendants' actions clearly delineate the cause-effect relationship between the outrageous conduct and Plaintiff's injuries. The unyielding stress, the coercive work conditions, the blatant disregard of Plaintiff's rights, and the unjust retaliatory acts, all at the behest of Defendants, were instrumental to the harm suffered by the Plaintiff.

1 100. As a direct and proximate result of Defendants' intentional infliction of
2 emotional distress, Plaintiff has suffered, and continues to suffer, great pain of mind and body,
3 severe and permanent emotional distress, physical manifestations of emotional distress, mental
4 anguish, loss of earnings, loss of future earning capacity, and has incurred and continues to
5 incur expenses for medical and psychological treatment, therapy, and counseling.

6 101. Plaintiff seeks an award of general damages, special damages, exemplary
7 damages, attorney's fees and costs, and damages in excess of the jurisdictional minimum of this
8 Court.

9
10 **ELEVENTH CAUSE OF ACTION**

11 **Failure to Pay for Meal Periods Not Provided**

12 **(Against All Defendants)**

13 102. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

14 103. Cal. Lab. Code §512 and IWC Wage Order No. 4 generally require an employer
15 to provide a meal period of not less than 30 minutes for employees who work a period of more
16 than five hours per day, and a second meal period of not less than 30 minutes for employees
17 who work more than 12 hours per day.

18 104. Employers violated Labor Code §512 and IWC Wage Order No. 4 by failing to
19 provide Plaintiff the requisite uninterrupted 30-minute meal periods required by law.

20 105. Employers further violated the IWC Wage Order No. 4, and Labor Code §226.7
21 by failing to pay one hour of compensation to Plaintiff at the individual and regular rate of pay
22 for each work day that the meal period was not provided, in an amount according to proof at
23 trial. This amount remains owed and unpaid.

24
25 **TWELFTH CAUSE OF ACTION**

26 **Failure to Pay for Rest Periods Not Provided**

27 **(Against All Defendants)**

28 106. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

1 107. Pursuant to Cal. Lab. Code §226.7 and IWC Wage Order No.4, Employers were
2 required to authorize and permit employees such as Plaintiff to take rest periods, based upon the
3 total hours worked at a rate of ten (10) minutes net rest time per four (4) hours or major fraction
4 thereof, with no deduction from wages.

5 108. During Plaintiff's employment, Employers failed and refused to authorize and
6 permit Plaintiff to take 10-minute rest periods for every four hours worked or major fraction
7 thereof, in violation of IWC Wage Order No. 4.

8 109. Employers further violated IWC Wage Order No. 4, and Cal. Lab. Code §226.7
9 by failing to pay Plaintiff one hour of pay at the regular rate of pay for each rest period not
10 provided, and thus Plaintiff is owed compensation in an amount according to proof at trial. This
11 amount remains owed and unpaid.
12

13 **THIRTEENTH CAUSE OF ACTION**

14 **Failure to Maintain Required Records in Violation of Labor Code §§ 226(a), 1174(d);**

15 **IWC Wage Order No. 4-2001**

16 **(Against All Defendants)**

17 110. Plaintiff incorporates each of the allegations set forth in this complaint.

18 111. As part of Employers' illegal payroll policies and practices to deprive Plaintiff of
19 all wages earned and due, Defendants knowingly and intentionally failed to maintain records as
20 required under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 4, including but
21 not limited to the following records: total daily hours worked by each employee; applicable
22 rates of pay; all deductions; meal periods; time records showing when each employee begins
23 and ends each work period; and accurate itemized statement.

24 112. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff
25 has been damaged in an amount according to proof at trial, and is entitled to all wages earned
26 and due, plus interest thereon. Additionally, Plaintiff is entitled to all available statutory
27 penalties, including but not limited to civil penalties pursuant to California Labor Code §§
28

226(3), 226.3, and 1174.5 and an award of costs, expenses, and reasonable attorney's fees, including but not limited to those provided in California Labor Code § 226(3), as well as other available remedies.

FOURTEENTH CAUSE OF ACTION

(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code §17200 et seq.– By Plaintiff Against All Defendants)

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. Defendant'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.

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

188. Defendants failed to pay Plaintiff for overtime, minimum wages, allow Plaintiff to take meal/rest breaks, to issue accurate wage statements, reimburse business expenses and to maintain employment records.

1 189. During the applicable limitations period, Defendants violated Plaintiff's rights
2 under the above-referenced Labor Code sections by failing to pay for overtime, minimum
3 wages, compliant meal/rest breaks not afforded in violation of Labor Code §§ 226.7 and 203,
4 226, as a result of not correctly calculating his regular rate of pay to include all applicable
5 remuneration, including, but not limited to, overtime, minimum wages and premium pay for not
6 compliant meal/rest break.

7 190. Through the conduct alleged herein, Defendants acted contrary to these public
8 policies and has thus engaged in unlawful and/or unfair business practices in violation of
9 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
10 privileges guaranteed to employees under California law.
11

12 191. Defendants regularly and routinely violated the following statutes and
13 regulations with respect to Plaintiff:

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

16 Cal. Labor Code § 1197 and IWC Wage Order No. 4 (failure to pay minimum
17 wages);

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

20 Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 4 (failure to provide
21 meal/rest periods);

22 Cal. Lab. Code §2802 (failure to reimburse business expenses);

23 and

24 Cal. Lab. Code §226(1) and 1174(d) (failure to maintain required records).
25

26 192. By engaging in these business practices, which are unfair business practices within the
27 meaning of Bus. & Prof. Code §§ 17200 et seq., Defendants harmed Plaintiff and gained an
28

1 unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is entitled to
2 obtain restitution of these funds.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment as follows:

- 5 1. For back pay, front pay, and, other monetary relief in the sum of at least five
6 hundred thousand dollars (\$500,000.00), and clearly much more than that, all according to proof;
7 2. For general damages of at least five hundred thousand dollars (\$500,000.00) and
8 clearly much more than that, all according to proof;
9 3. For punitive damages in an amount appropriate to punish Defendants for their
10 wrongful conduct and set an example for others;
11 4. For interest on the sum of damages awarded, calculated from the date that
12 discrimination first began to the date of judgment;
13 5. For reasonable attorney fees pursuant to Government Code § 12965(b);
14 6. For costs of suit herein incurred; and
15 7. For such other and further relief as the Court deems proper.
16

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff FRANCISCO PANTALEON MORALES hereby respectfully requests a trial by jury
19 for all claims and issues raised in his Complaint that may be entitled to a jury trial.
20

21
22 LIPELES LAW GROUP, APC
23 Date: April 17, 2025

24 By: 
25 Kevin A. Lipeles
26 Attorneys for Plaintiff,
27 Francisco Pantaleon Morales
28