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Attorney for Plaintiff,
DAVID OJEDA PALOMEQUE

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

DAVID OJEDA PALOMEQUE, an
individual,

Plaintiff,

v.

The Sanitation Experts LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CVRI2502300

COMPLAINT FOR:

- 1. ASSOCIATIONAL PREGNANCY
DISCRIMINATION;**
- 2. RETALIATION;**
- 3. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 4. FAILURE TO INDEMNIFY FOR
NECESSARY BUSINESS EXPENSES –
LABOR CODE SECTION 2802;**
- 5. FAILURE TO PROVIDE REST
BREAKS LABOR CODE SECTIONS
226.7 AND 512;**
- 6. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS – LABOR CODE
SECTION 226(a);**
- 7. WAITING TIME PENALTIES –
LABOR CODE §§ 201 et seq.; and**
- 8. UNFAIR COMPETITION (Cal. Bus. &
Prof. Code §§17200 et seq.)**

AND DEMAND FOR JURY TRIAL

1
2 1. Plaintiff David Ojeda Palomeque (“Plaintiff”), on behalf of himself, complaints
3 and alleges as follows:

4 2. Plaintiff is a resident of Los Angeles County, State of California. Plaintiff was
5 hired by Defendant The Sanitation Experts LLC (“Defendant” or “The Sanitation Experts”) in
6 March 2024. At all times relevant to this complaint, Plaintiff was an employee of Defendant
7 The Sanitation Experts LLC.

8 3. Defendant The Sanitation Experts LLC is a California limited liability company
9 with a principal place of business located in 1973 Foothill Parkway in Corona, California
10 92883. At all times relevant to the complaint, Defendant conducted business within the County
11 of Riverside, California. At all times relevant to this complaint, Defendant The Sanitation
12 Experts LLC has employed more than five people and has been an “employer” within the
13 meaning of FEHA.

14 4. Plaintiff is not currently aware of the names and true identities of defendants
15 Does 1 through 100. Plaintiff reserves the right to amend this complaint to allege their true
16 names and capacities when this information is available. Each Doe defendant is responsible for
17 the damages alleged pursuant to each of the causes of action asserted, either through its own
18 conduct, or vicariously through the conduct of others. All further references in this complaint to
19 any of the named Defendants includes the fictitiously-named defendants.

20 5. At all times alleged herein, each Defendant was an agent, servant, joint
21 employer, employee, partner, and/or joint venture of every other Defendant and was acting
22 within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was
23 ratified by each other Defendant.

24 **VENUE AND JURISDICTION**

25 6. The court has jurisdiction over all causes of action in this complaint pursuant
26 to Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff
27 relies solely on California statutes and law, including the Government Code and the Business &
28 Professions Code.

7. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure section 395. Defendant The Sanitation Experts' principal place of business is in Riverside County, California and is within the jurisdiction of the court for service of process. The unlawful acts alleged have directly affected Plaintiff in Riverside County, where he worked and earned wages as discussed herein. Finally, Business & Professions Code section 17204 provides that any person acting on his own behalf may bring an action in any court of competent jurisdiction. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

FACTUAL ALLEGATIONS

8. Plaintiff commenced employment with Employer The Sanitation Experts in March 2024.

9. In or about June 2024, Plaintiff informed his manager at The Sanitation Experts that his wife was pregnant and requested time off for the pregnancy, post-pregnancy, and baby bonding.

10. On September 5, 2024, Plaintiff's wife went into labor. Plaintiff took time off from work on September 5, 6, and 7 for the birth of his son and to be with his wife during the birth of their child. Plaintiff had Sunday and Monday, September 8 and 9 off.

11. On September 10, 2024, Plaintiff returned to work and was summarily terminated.

12. The stated reasons for termination (that clients complained about the quality of plaintiff's work) were false and pretextual for unlawful discrimination and retaliation.

13. Plaintiff termination, which jeopardized his ability to financially support his family, caused him severe anxiety, stress, and emotional distress.

14. As a direct and proximate cause of Defendants' actions, Plaintiff has suffered and continues to suffer substantial losses in earnings, future earnings, bonuses, deferred compensation, and other employment benefits, and has suffered and continues to suffer the indignation of unlawful discrimination, the loss of his right to full and equal employment opportunities, as well as extreme emotional distress, mental anguish, frustration, anxiety,

embarrassment among his friends and colleagues, and disruption of his personal life during a time when he was exceptionally vulnerable.

15. Accordingly, Plaintiff brings this action seeking compensatory damages, punitive damages, attorneys' fees and costs, and other remedies as set forth below in amounts subject to proof at trial.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

16. Plaintiff has exhausted all administrative remedies required as a prerequisite to bringing this action. On March 24, 2025, Plaintiff filed a complaint of discrimination against Employer with the Department of Fair Employment and Housing ("DFEH") and obtained a right-to-sue letter.^a

FIRST CAUSE OF ACTION

Gov. Code §§ 12926, 12940, and 12945 Associational Pregnancy Discrimination in Violation of FEHA (Plaintiff Against Defendants)

17. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

18. The California Fair Employment and Housing Act provides that it is unlawful for "an employer, because of the... sex ... of any person, to ... discharge the person from employment, ... or to discriminate against the person in compensation or in terms, conditions, or privileges of employment." Gov. Code §§ 12940(a). "Sex" is defined to include pregnancy, childbirth, breast-feeding, and related medical conditions. Gov. Code § 12926(r)(1).

19. The FEHA also prohibits associational discrimination based on any of its protected classes. *Castro-Ramirez v. Dependable Highway Express, Inc.*, 2 Cal. App. 5th 1028, 1036 (2016) ("Accordingly, when FEHA forbids discrimination based on a disability, it also forbids discrimination based on a person's association with another who has a disability.").

20. Here, Plaintiff sought leave as an accommodation for his wife's pregnancy. Accordingly, he sought accommodation based on his association with an individual protected under FEHA's auspices.

1 21. Defendants discriminated against Plaintiff because of his association with
2 his pregnant wife in violation of Government Code section 12940(a) by terminating Plaintiff
3 after he returned from protected leave.

4 22. Plaintiff association with his pregnant wife was the sole or motivating factor in
5 Defendants' decision to terminate him. Defendants' conduct constituted an adverse employment
6 action and represented a materially adverse change in the terms of Plaintiff employment.

7 23. As a direct and proximate result Defendants' conduct, Plaintiff has suffered
8 damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount
9 subject to proof at trial. As further direct and proximate result of Defendants' conduct, Plaintiff
10 continues to suffer damages in the form of lost future earnings, benefits, and/or other
11 prospective damages in an amount to be proven at trial.

12 24. Defendants' conduct has further caused Plaintiff to lose financial stability, peace
13 of mind, and future security. Defendants' conduct has caused him severe embarrassment,
14 humiliation, and mental and emotional distress and discomfort in an amount not fully
15 ascertained but subject to proof at trial.

16 25. Because of the conduct alleged herein, Plaintiff hired attorneys to prosecute his
17 claims under FEHA. Accordingly, Plaintiff is entitled to recover attorneys' fees and costs
18 pursuant to Government Code section 12965(b), in addition to other damages as provided by
19 law.

20 26. Moreover, Defendants' conduct has been intentional, deliberate, willful,
21 malicious, reckless, and conducted in callous disregard for Plaintiff rights, entitling him to
22 punitive damages.

23 **SECOND CAUSE OF ACTION**

24 **Gov. Code §§ 12940, et seq. Retaliation in Violation of FEHA**

25 **(Plaintiff Against Defendants)**

26 27. Plaintiff repeats and incorporates by reference all allegations contained in the
27 preceding paragraphs as if fully set forth herein.
28

1 28. FEHA forbids an employer “to discharge, expel, or otherwise discriminate
2 against any person because the person has opposed any practices forbidden under” FEHA,
3 including associational discrimination. Gov. Code § 12940(h).

4 29. Here, Plaintiff sought leave as an accommodation for his wife's pregnancy and
5 for the delivery of his child. Accordingly, he sought accommodation based on his association
6 with an individual protected under FEHA.

7 30. Defendants retaliated against Plaintiff because of his association with
8 his pregnant wife in violation of Government Code section 12940(a) by terminating Plaintiff
9 after he returned from protected leave.

10 31. Plaintiff' association with his pregnant wife was the sole or motivating factor in
11 Defendants' decision to terminate him. Defendants' conduct constituted an adverse employment
12 action and represented a materially adverse change in the terms of Plaintiff' employment.

13 32. As a direct and proximate result Defendants' conduct, Plaintiff has suffered
14 damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount
15 subject to proof at trial. As further direct and proximate result of Defendants' conduct, Plaintiff
16 continues to suffer damages in the form of lost future earnings, benefits, and/or other
17 prospective damages in an amount to be proven at trial.

18 33. Defendants' conduct has further caused Plaintiff to lose financial stability, peace
19 of mind, and future security. Defendants' conduct has caused him severe embarrassment,
20 humiliation, and mental and emotional distress and discomfort in an amount not fully
21 ascertained but subject to proof at trial.

22 34. Because of the conduct alleged herein, Plaintiff hired attorneys to prosecute his
23 claims under FEHA. Accordingly, Plaintiff is entitled to recover attorneys' fees and costs
24 pursuant to Government Code section 12965(b), in addition to other damages as provided by
25 law.

26 35. Moreover, Defendants' conduct has been intentional, deliberate, willful,
27 malicious, reckless, and conducted in callous disregard for Plaintiff' rights, entitling him to
28 punitive damages.

1 **THIRD CAUSE OF ACTION**

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

3 **(Plaintiff Against Defendants)**

4 36. Plaintiff repeats and incorporates by reference all allegations contained in the
5 preceding paragraphs as if fully set forth herein.

6 37. It is against public policy in California to discriminate in the terms and
7 conditions of employment based on pregnancy, gender, disability, and sex. See, e.g., Cal.
8 Const., Art. 1, § 8.

9 38. Defendants discriminated against Plaintiff by terminating him as a direct result
10 of his taking leave for his wife's pregnancy or baby bonding and care.

11 39. This discriminatory conduct constitutes an unlawful employment practice in
12 violation of California's well-established public policy.

13 40. As a direct and proximate result Defendants' conduct, Plaintiff has suffered
14 special damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an
15 amount subject to proof at trial. As further direct and proximate result of Defendants' conduct,
16 Plaintiff continues to suffer damages in the form of lost future earnings, benefits, and/or other
17 prospective damages in an amount to be proven at trial.

18 41. Defendants' conduct has further caused Plaintiff to lose financial stability, peace
19 of mind, and future security. Defendants' have caused Plaintiff severe embarrassment,
20 humiliation, and mental and emotional distress and discomfort in an amount not fully
21 ascertained but subject to proof at trial.

22 42. Because of the conduct alleged herein, Plaintiff hired attorneys to prosecute his
23 claims under FEHA. Accordingly, Plaintiff is entitled to recover attorneys' fees and costs
24 pursuant to Government Code section 12965(b), in addition to other damages as provided by
25 law.

26 43. Moreover, Defendants' conduct has been intentional, deliberate, willful,
27 malicious, reckless, and conducted in callous disregard for Plaintiff' rights, entitling him to
28 punitive damages.

1
2 **FOURTH CAUSE OF ACTION**

3 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**

4 **LABOR CODE §2802**

5 **(Plaintiff Against Defendants)**

6 44. Plaintiff re-alleges and incorporates by reference each of the foregoing
7 paragraphs as though set forth in full herein.

8 45. Pursuant to Labor Code §450(a), “no employer...may compel or coerce any
9 employee...to patronize his or her employer, or any other person, in the purchase of any thing
10 of value.”

11 46. Pursuant to Labor Code §2802(a), “an employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
14 the employer.”

15 47. Plaintiff was required by Defendants to expend Plaintiff’s personal funds
16 because of the duties required by Defendants, as alleged hereinabove.

17 48. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse
18 Plaintiff for all necessary expenditures incurred in the performance of Plaintiff’s duties.

19 49. Defendants have failed and refused to reimburse Plaintiff for all necessary
20 business expenditures, including: cell phone use and cost of tools.

21 50. As a proximate result of the aforementioned violations of Labor Code §§450(a)
22 and 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the
23 necessary aforementioned expenditures.

24 51. As a proximate result of the aforementioned violations of Labor Code §§450(a)
25 and 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial.

26 52. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest
27 at the same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred
28 the necessary expenditure or loss.

1 53. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award
2 Plaintiff reasonable attorneys' fees and costs incurred in this action.

3 **FIFTH CAUSE OF ACTION**
4 **FOR FAILURE TO PROVIDE REST BREAKS IN VIOLATION OF LABOR CODE**
5 **§§226.7, 512, IWC Wage Order No. 4**
6 **(Plaintiff Against Defendants)**

7 54. Plaintiff re-alleges and incorporates by reference each of the foregoing
8 paragraphs as though set forth in full herein.

9 55. Labor Code §226.7 requires an employer to provide every employee with an
10 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
11 substantial portion thereof.

12 56. Pursuant to Labor Code section 226.7 and IWC Wage Order No. 4, Defendants
13 failed to authorize or permit Plaintiff with duty-free rest periods of not less than ten (10)
14 minutes for every major fraction of four (4) hours worked. Plaintiff was allowed only one rest
15 break during his shift, which was normally 9:30 p.m. to 5:00 a.m.

16 57. As stated in *Brinker*,

17 *An employer is required to authorize and permit the*
18 *amount of rest break time called for under the wage order*
19 *for its industry. If it does not-if, for example, it adopts a*
20 *uniform policy authorizing and permitting only one rest*
21 *break for employees working a seven-hour shift when two*
22 *are required it has violated the wage order and is liable.*
23 *Brinker Rest. Corp. v. Supt. Ct. (2012) 53 Cal.4th 1004,*
24 *1033*

25 58. As alleged herein, Plaintiff is not exempt from rest break requirements.
26 Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the
27 requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest
28 periods, calculated as follows:

59. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Violation of Labor Code § 226(a) – Against Defendant The Sanitation Experts)

60. Plaintiff realleges and incorporates all preceding paragraphs, as though fully set forth herein.

61. California Labor Code 226(a) requires an employer to furnish each of its employees with an accurate itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate. The itemized statements must be appended to the detachable part of the check, draft, voucher or whatever else serves to pay the employee's wages. The employer must provide each employee with itemized wage statements twice a month or each time wages are paid.

62. The wage statements given to Plaintiff failed to accurately account for hours worked, the rate of pay, unpaid wages, overtime, and premium pay for deficiently provided meal and rest breaks all of which defendant knew or reasonably should have known were owed to Plaintiff.

63. Defendant failed to provide accurate and complete information on wage statements. Defendant caused Plaintiff to suffer injuries in that Plaintiff could not promptly and easily determine from the wage statements alone the amount of gross wages or net wages paid to him during each pay period, the total hours worked by Plaintiff and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff.

64. Pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) for each violation in a subsequent pay

period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00) Plaintiff is also entitled to an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

(Waiting Time Penalties – Labor Code §§ 201, et seq. – Against The Sanitation Experts)

65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through

66. The California Labor Code provides that, at the time of termination of employment, the employer must pay an employee all wages due and owing within the time frames set forth in Labor Code sections 201, et seq. As alleged herein, Defendants willfully failed to pay Plaintiff who no longer is employed with Defendants all wages due and owing within the deadlines set forth in Labor Code sections 201, et seq.

67. Under Labor Code section 203, Plaintiff who no longer is employed with Defendants are entitled to recover waiting time penalties of up to 30 days' pay, plus attorney's fees and costs, in an amount to be proved at trial.

EIGHTH 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)

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

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

70. The Sanitation Experts' 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.

71. The affording of meal/rest breaks, reimbursing of business expenses and issuing of accurate wage statements are fundamental public policies of the State of California. It is also

1 the public policy of this State to enforce minimum labor standards, to ensure that employees are
2 not required or permitted to work under substandard and unlawful conditions, and to protect
3 those employers who comply with the law from losing competitive advantage to other
4 employers who fail to comply with labor standards and requirements.

5 72. The Sanitation Experts failed to allow Plaintiff to take meal/rest breaks,
6 reimburse business expenses and issue accurate wage statements.

7 73. During the applicable limitations period, The Sanitation Experts violated
8 Plaintiff's rights under the above-referenced Labor Code sections by failing to provide
9 compliant meal/rest breaks not afforded in violation of *Labor Code* §§ 226.7 and 203, 226, as a
10 result of not correctly calculating his regular rate of pay to include all applicable remuneration,
11 including, but not limited to premium pay for not compliant meal/rest break.

12 74. Through the conduct alleged herein, The Sanitation Experts acted contrary to
13 these public policies and has thus engaged in unlawful and/or unfair business practices in
14 violation of Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights,
15 benefits, and privileges guaranteed to employees under California law.

16 75. The Sanitation Experts regularly and routinely violated the following statutes
17 and regulations with respect to Plaintiff:

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

20 *Cal. Lab. Code* §§ 226.7 and 512 (failure to provide meal/rest periods);

21 and

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

23 76. By engaging in these business practices, which are unfair business practices
24 within the meaning of Bus. & Prof. Code §§ 17200 et seq., The Sanitation Experts harmed
25 Plaintiff and gained an unfair competitive edge. Under the Business & Professions Code §
26 17203, Plaintiff is entitled to obtain restitution of these funds.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff respectfully prays judgment as follows:

1. For actual and liquidated damages according to proof at trial;
2. For statutory and civil penalties and special damages, according to proof at trial;
3. For statutory and civil penalties and special damages, according to proof at trial;
4. For punitive and exemplary damages according to proof;
5. For punitive and exemplary damages according to proof;
6. For pre- and post-judgment interest on monetary damages;
7. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and
8. For such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure section 631, Plaintiffs demand a trial by jury on all issues so triable.

LIPELES LAW GROUP, APC

Date: April 16, 2025

By: Shana Villoria
Shana L. Villoria
Attorneys for Plaintiff,
David Ojeda Palomeque