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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By P. Rodriguez, Deputy Clerk

Attorneys for Plaintiff,
FERNANDO ZAMORA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

FERNANDO ZAMORA, an individual,

Plaintiff,

v.

BRAGG INVESTMENT COMPANY, INC.
DBA BRAGG CRANE SERVICE, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 25STCV10848

COMPLAINT FOR:

- 1) FAILURE TO PROVIDE TIMELY
OFF DUTY MEAL PERIODS (Cal.
Labor Code §§ 226.7, 512; IWC Wage
Order No. 16);**
- 2) FAILURE TO PROVIDE TIMELY
OFF DUTY REST PERIODS (Cal.
Labor Code §§ 226.7, 512; IWC Wage
Order No. 16);**
- 3) FAILURE TO MAINTAIN
RECORDS AND PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS (Cal. *Labor Code*
§226; IWC Wage Order No. 16);**
- 4) FAILURE TO PAY WAGES DUE
UPON TERMINATION (Cal. *Labor*
Code §§201-203);**
- 5) FAILURE TO REIMBURSE
BUSINESS EXPENSES (Cal. *Labor*
Code §2802);**
- 6) FAILURE TO ALLOW
INSPECTION OF EMPLOYMENT
RECORDS (Cal. *Labor Code* §1198.5);**
- 7) UNFAIR COMPETITION (Cal. *Bus.*
& Prof. Code §§17200 *et seq.*);**

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- 8) VIOLATION OF *Cal. Lab. Code*
§1102.5 (WHISTLEBLOWER
STATUTE); and
9) VIOLATION OF *Cal. Lab. Code*
§1102.5 (WHISTLEBLOWER
STATUTE); and
10) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY.

AND DEMAND FOR JURY TRIAL

20 Plaintiff Fernando Zamora (“Plaintiff”) alleges as follows:

21 **I. JURISDICTION AND VENUE**

22 1. This Court has jurisdiction over this Complaint under *Code of Civil Procedure*
23 §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

24 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
25 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
26 herein, occurred in the County of Los Angeles and because Defendant Bragg Investment
27 Company, Inc. dba Bragg Crane Service owned and operated their business in the County of
28 Los Angeles.

1 **II. PARTIES**

2 3. Plaintiff is and, at all times relevant to the matters alleged herein, over the age of
3 18 and a resident of Torrance, California.

4 4. Plaintiff is informed and believes and thereon alleges that Bragg Investment
5 Company, Inc. dba Bragg Crane Service (“BRAGG” or “Defendant”) is a California
6 corporation, with a principal place of business at 6242 Paramount Blvd., Long Beach, CA
7 90805. At all times material hereto BRAGG has been, and is, a company that provides crane
8 services, rigging and heavy hauling. Plaintiff is informed and believes and thereon alleges that
9 at all times material hereto BRAGG was authorized to do business and is doing business in the
10 State of California.

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

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

3 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
4 through 100 are, and at all times relevant hereto were, persons, corporations or other business
5 entities organized and existing under and by virtue of the laws of the State of California, and
6 are/were qualified to transact and conduct business in the State of California, and did transact
7 and conduct business in the State of California, and are thus subject to the jurisdiction of the
8 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
9 employ persons, conduct business and engage in retaliation and wage and hour violations, in the
10 County of Los Angeles.

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

15 **III. PAGA NOTICE**

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

21 **IV. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF** 22 **ACTION**

23 **Employment Information**

24 10. Plaintiff was an employee of BRAGG since in or about January 2021. Plaintiff
25 worked as a Branch Safety Manager. Plaintiff was wrongfully terminated on or about March 25,
26 2025.

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1 11. Plaintiff oversaw and managed the safety of all of BRAGG's employees. He
2 provided training, audits on work, purchased equipment and supplies and also performed
3 environmental managerial duties.

4 12. Plaintiff was paid an annual salary of \$134,000.00. At all relevant times,
5 Plaintiff worked seven or more days per week, between 9 or more hours per day.

6 **Wage and Hour Violations**

7 13. At all times relevant herein, Industrial Welfare Commission ("IWC") Wage
8 Order No. 16 (8 Cal. Code Regs. §11010), established minimum standards pertaining to wages,
9 hours, and working conditions for all persons employed in the construction, drilling logging and
10 mining industries.

11 14. BRAGG routinely failed to afford Plaintiff uninterrupted meal periods. Plaintiff
12 was interrupted by calls on the phone during his meal breaks. Further, his meal breaks were
13 afforded late; after the fifth hour of work. At times Plaintiff was not afforded any meal breaks.

14 15. Plaintiff was not able to take rest breaks on a routine basis and his rest breaks
15 were interrupted.

16 16. BRAGG routinely failed to provide Plaintiff with itemized wage statements that
17 properly and accurately itemized the number of hours he worked at the effective regular rates of
18 pay.

19 17. BRAGG failed to pay Plaintiff all wages due on termination.

20 18. Plaintiff was required to use his personal cell phone for business prior to
21 BRAGG providing a company phone, but was not reimbursed for these necessary business
22 expenses.

23 19. BRAGG failed to provide Plaintiff with his requested employment records.

24 **Whistleblowing Retaliation and Wrongful Termination**

25 20. BRAGG was being sued due to environmental compliance issues and Plaintiff
26 was assigned by BRAGG to handle those and to make sure that BRAGG was in compliance.

27 21. Plaintiff handled the environmental compliance issues on behalf of BRAGG.
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22. In or about late 2024, there was an incident at BRAGG in which a crane operator died. As a result, Plaintiff paid very close attention to safety issues at BRAGG.

23. In or about January and February 2025, Plaintiff raised certain safety concerns to the owner of BRAGG, the branch vice president of operations and the safety director. Plaintiff raised the lack of training and supervision for employees in dangerous situations. However, Plaintiff's safety concerns were brushed off by BRAGG and he was told not to worry about it. One of the owners of BRAGG, Kellen Bragg, told Plaintiff that BRAGG never needed that kind of training or supervision. Plaintiff thought that Kellen's comment was odd since there were multiple employees at BRAGG who were employed as supervisors.

24. On or about March 25, 2025, when Plaintiff came to work, he was called in to the office and told that he was being terminated. Initially, no reason was given for Plaintiff's termination. Thereafter, the Branch Manager, Jason Allen, told Plaintiff that he was being terminated due to his performance and because there was an increase in safety violations. Plaintiff told Jason that he complained on multiple occasions concerning safety violations and that he was ignored. Jason told Plaintiff "Don't make this harder than it needs to be."

25. Plaintiff was given pretextual reasons for his termination since his reviews concerning his performance were always positive. In truth, Plaintiff was wrongfully retaliated against due to his whistleblowing.

FIRST CAUSE OF ACTION

**(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code §§ 226.7, 512 –
By Plaintiff against Defendant BRAGG and Does 1 through 100)**

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

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

5 29. IWC Wage Order No. 16 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 30. IWC Wage Order No. 16 further provides, in relevant part: "Unless the
11 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
12 considered an 'on duty' meal period and counted as time worked."

13 31. 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. An employer may not employ an employee for
19 a work period of more than 10 hours per day without providing the employee
20 with a second meal period of not less than 30-minutes, except that if the total
21 hours worked is no more than 12 hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period
23 was not waived.

24 32. The Labor Code and Wage Order provisions cited above require California
25 employers to provide employees with off-duty 30-minute meal periods on or BRAGG before
26 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
27 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
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1 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
2 or before the fifth hour of their shifts.

3 33. BRAGG violated Labor Code § 512 and IWC Wage Order No. 16 by failing to
4 provide Plaintiff the requisite 30-minute meal periods, required by law. Plaintiff's meal breaks
5 were routinely interrupted and/or afforded late. At times, Plaintiff was not afforded any meal
6 breaks.

7 34. BRAGG further violated IWC Wage Order No. 16 and Labor Code
8 § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate
9 of pay for each work day that the meal period was not provided, in an amount according to
10 proof. This amount remains owed and unpaid.

11 35. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
12 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
13 § 226.7(b).

14 36. As a direct and proximate result of BRAGG's unlawful conduct as alleged
15 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
16 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
17 statutory damages, attorneys' fees and penalties and other appropriate relief due to BRAGG's
18 violations of the California Labor Code and IWC Wage Order No. 16.

19 **SECOND CAUSE OF ACTION**

20 **(Compensation for Required Rest Periods Not Provided - Cal. Lab. Code §§ 226.7, 512 –**
21 **By Plaintiff against Defendant BRAGG and Does 1 through 100)**

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

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

27 39. Labor Code § 226.7 and Wage Order No. 16 provide that if an employer fails to
28 provide an employee with rest periods in accordance with those provisions, the employer shall

1 pay the employee one hour of pay at the employee's regular rate of compensation for each
2 workday that the rest periods were not so provided.

3 40. At times, Defendant has intentionally and improperly not afforded any rest
4 periods to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 16. Additionally,
5 Plaintiff's rest breaks were routinely interrupted.

6 41. At all times relevant hereto, Plaintiff has worked 9 or more hours daily.

7 42. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff,
8 Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently
9 unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be
10 ascertained according to proof at trial.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED**

13 **WAGE STATEMENTS**

14 **(Labor Code §226 By Plaintiff Against Defendant BRAGG and Does 1 through 100)**

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

17 44. Pursuant to California Labor Code sections 226 and 1174, and Wage Order No.
18 16-2001 section 7, Defendant is required to maintain and provide accurate records relating to
19 employee compensation including all formulas and production records used to calculate wages
20 due.

21 45. Defendant is further required to provide, *inter alia*, semimonthly or at the time of
22 each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all
23 deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the
24 employee is being paid; (5) the name of the employee; and (6) the name and address of the legal
25 entity that is the employee's actual employer. Cal. Labor Code §226(a).

26 46. Section 226(e) provides that an employee is entitled to recover \$50 for the
27 initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay
28 period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay

1 periods in which the employer knowingly and intentionally failed to provide accurate itemized
2 statements to the employee causing the employee to suffer injury.

3 47. At all times relevant hereto, Defendant BRAGG failed to issue payrolls
4 statements to Plaintiff which complied with Labor Code § 226 in that the statements issued to
5 Plaintiff did not properly and accurately itemize the number of hours Plaintiff worked at the
6 effective regular rates of pay and premium pay for meal/rest breaks not afforded.

7 48. BRAGG knowingly and intentionally failed to comply with Labor Code §226(a),
8 causing damage to Plaintiff. These damages, including but not limited to, costs expended
9 calculating the actual hours worked and the amount of employment taxes which were not
10 properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff
11 elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations
12 occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to Labor Code §
13 226(e) and 558, in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

14 49. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
15 attorneys' fees and costs in obtaining the injunction, pursuant to Labor Code § 226(g).

16 **FOURTH CAUSE OF ACTION**

17 **FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION**

18 **(Labor Code §§201-203 By Plaintiff Against Defendant BRAGG and Does 1 through 100)**

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

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

24 52. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
25 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
26 paid, not to exceed thirty days.

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1 53. Plaintiff was discharged from BRAGG's employ and BRAGG willfully failed to
2 afford compliant meal/rest breaks to Plaintiff and did not pay him premium pay for meal/rest
3 breaks not compliant.

4 54. Defendant terminated Plaintiff on March 25, 2025, yet failed to pay him wages
5 due to him.

6 55. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
7 he was not timely paid, not to exceed 30 days' wages.

8 **FIFTH CAUSE OF ACTION**

9 **REIMBURSEMENT OF BUSINESS EXPENSES**

10 **(Cal. Labor Code §2802 By Plaintiff Against Defendant BRAGG and Does 1 through 100)**

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

13 57. Labor Code §2802 requires employers to indemnify employees for all necessary
14 expenditures incurred by employees in the discharge of his duties.

15 58. At all times relevant herein, BRAGG was aware that Plaintiff was using his
16 personal cell phone for business, but failed to indemnify Plaintiff for all his business-related
17 expenses, including wear and tear expenses, in accordance with Labor Code §2802.

18 59. As a result of BRAGG's conduct, Plaintiff suffered damages in an amount,
19 subject to proof, to the extent he was not reimbursed for all of his business-related expenses
20 incurred in the discharge of his duties.

21 60. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of
22 her unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

25 **(Violation of Labor Code §1198.5 By Plaintiff against Defendant BRAGG and Does 1**
26 **through 100)**

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

1 62. California Labor Code Section 1198.5 provides:

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

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

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

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

24 63. Additionally, pursuant to Wage Order No. 16, at section 7 re: Records,
25 employers are required to keep accurate payroll records on each employee, and such records
26 must be made readily available for inspection by the employee upon reasonable request. The
27 employer must also maintain accurate production records.

28 64. On or about April 11, 2025, Plaintiff's counsel issued a written request to
 BRAGG for copies of his personnel records.

 65. 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 BRAGG did not enter into an agreement to enlarge the time for
Defendant's compliance, and BRAGG has failed and refused to permit Plaintiff copies of his
records.

66. As a direct result and consequence of BRAGG'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 BRAGG's compliance. Plaintiff has suffered and will suffer harm as a result of BRAGG's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750 based upon BRAGG's violation of §1198.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

**(Business & Professions Code §§ 17200 et seq. By Plaintiff Against Defendant BRAGG
and Does 1 through 100)**

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

68. Business & Professions Code §§ 17200 et seq. prohibit acts of unfair competition, which mean and include "unlawful and unfair business practices."

69. BRAGG'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 Code of Civil Procedure § 1021.5. Plaintiff is a "person" within the meaning of Business and Professions Code § 17204 and therefore has standing to bring this suit for restitution.

70. The affording of meal/rest breaks and reimbursement of business expenses, are fundamental public policies of California. It also is the public policy of California to enforce minimum labor standards to ensure that employees are not required to 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.

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

1 72. BRAGG regularly and routinely violated the following statutes and regulations
2 with respect to Plaintiff:

3 Labor Code §226 (failure to afford meal/rest breaks);

4 Labor Code § 226 (failure to provide accurate wage statements to employees at
5 the time of payment of wages);

6 Labor Code §§ 202 and 203 (failure to pay wages due at termination);

7 Labor Code § 2802 (failure to reimburse business expenses); and

8 Labor Code § 1198.5 (failure to provide personnel records).

9 73. By engaging in these business practices, which are unfair business practices
10 within the meaning of Business & Professions Code §§17200 et seq., BRAGG harmed Plaintiff
11 and gained an unfair competitive edge. Under the Business & Professions Code § 17203,
12 Plaintiff is entitled to obtain restitution of these funds.

13 **EIGHTH CAUSE OF ACTION**

14 **(Violation of §1102.5 et seq.; Whistleblower Retaliation Statute– By Plaintiff Against**
15 **Defendant BRAGG and Does 1 through 100)**

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

18 75. During Plaintiff's employment, Plaintiff made numerous complaints to the
19 owner of Bragg, Kellen Bragg, the vice president of operations and the safety director of safety
20 violations. Specifically, Plaintiff apprised them of the need for training and supervision for
21 employees in dangerous situations. Plaintiff was told by Kellen that BRAGG never needed that
22 kind of training or supervision and that he should not worry about it. These violations also
23 constitute violations of California law. Plaintiff had reasonable cause to believe he was
24 reporting violations of law. In fact, they were actual violations of law as detailed above, so his
25 reasonable belief was also true.

26 76. Plaintiff was a whistleblower pursuant to Cal. Labor Code § 1102.5, as Plaintiff
27 engaged in protected activities, as alleged in this Complaint.

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1 77. Defendant retaliated against Plaintiff for complaining about the foregoing
2 violations of state law and wrongfully terminated Plaintiff in violation of Cal. Lab. Code
3 §1102.5. When Plaintiff was wrongfully terminated, Plaintiff's complaints of violations of state
4 law were the basis for Defendant's acts of retaliation.

5 78. By the acts herein alleged and in violation of Cal. Lab. Code §1102.5, Defendant
6 adopted and enforced rules, regulations and policies preventing Plaintiff from disclosing
7 information to government and law enforcement agencies, when Plaintiff had reasonable cause
8 to believe that Defendant was in violation of California law.

9 79. The aforesaid acts and conduct of Defendant, have caused Plaintiff to suffer
10 actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of
11 earnings and future earning capacity, attorneys' fees, and other pecuniary loss according to
12 proof at trial.

13 80. The aforesaid acts and conduct of Defendant have caused plaintiff to suffer
14 special damages including, but not limited to, emotional distress, pain and suffering fear, stress,
15 anxiety and humiliation.

16 81. As a direct and proximate result of the conduct of these Defendant, Plaintiff has
17 suffered emotional anguish and distress, loss of income and benefits, and other special and
18 general damages, according to proof at trial.

19 82. In doing the things herein alleged, the conduct of Defendant was despicable and
20 Defendant acted towards Plaintiff with malice, oppression, fraud, and with a willful and
21 conscious disregard of Plaintiffs rights, entitling Plaintiff to punitive damages according to
22 proof at trial.

23 83. As a result of the retaliatory acts of Defendant, as alleged herein, Plaintiff is
24 entitled to reasonable attorneys' fees and costs of suit as specifically provided in California
25 Code of Civil Procedure § 1021.5.

26 **NINTH CAUSE OF ACTION**

27 **(Wrongful Termination in Violation of Public Policy– By Plaintiff Against Defendant**
28 **BRAGG Does 1 through 100)**

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

3 85. Pursuant to *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167 and *Hentzel*
4 *v. Singer Co.* (1982) 138 Cal. App. 3d 290, 301-02, 305, an employee or ex-employee may sue
5 his or her employer for wrongful termination in violation of public policy as a consequence of
6 that employee seeking to enforce California and federal laws, and when the employer, as a
7 consequence, terminates the employee from employment. Furthermore, Labor Code section
8 1102.5 and *Lujan v. Minagar* (2004) 124 Cal. App. 4th 1040 authorize Plaintiff to sue
9 BRAGG's for wrongful termination in violation of public policy as a result of the retaliatory
10 conduct undertaken by Defendant against Plaintiff.

11 86. BRAGG illegally terminated Plaintiff's employment because of Plaintiff's
12 complaints, in violation of public policy expressed in California law including, but not limited
13 to, Cal. Lab. Code §1102.5.

14 87. As a proximate result of this wrongful termination in violation of public policy,
15 Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe
16 emotional distress, worry, fear, and special damages (to include lost wages) all to Plaintiff's
17 special and general damage, according to proof at the time of trial.

18 88. BRAGG did the things hereinabove alleged, intentionally, oppressively, and
19 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in
20 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
21 not to be suffered by any member of the community.

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

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in Plaintiff's
27 favor and against Defendant as follows:
28

- 1 1. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
2 workday that a meal/rest period was not provided;
- 3 2. For compensatory damages for physical and emotional distress, pain and
4 suffering, stress, anxiety, fear and humiliation according to proof at trial;
- 5 3. For compensatory damages in the amount of Plaintiff's out of pocket expenses
6 for cell phone use and/or reimbursement of monies incurred while performing BRAGG's
7 business-related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*
8 §2802(c);
- 9 4. For payment of unpaid wages in accordance with California labor and
10 employment law;
- 11 5. For an award of consequential damages in Plaintiff's favor and against
12 Defendant, in an amount to be proven at trial;
- 13 6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
- 14 7. Pursuant to Labor Code § 203, for an additional sum according to proof equal of
15 up to 30 days wages for each violation, as a premium for unpaid wages to Plaintiff;
- 16 8. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
17 §203, in an amount equal to his respective daily rates of pay at the time of termination or layoff,
18 multiplied by the total amount of days elapsed between the date of the involuntary termination,
19 and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay,
20 according to proof;
- 21 9. For specific relief enforcing waiting time penalties of 30 days of per diem wages
22 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
- 23 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7,
24 according to proof;
- 25 11. For statutory penalties pursuant to *Cal. Lab. Code* §1102.5(f)(1) in the amount
26 of at least \$10,000;
- 27 12. For reasonable costs, including attorneys' fees, in an amount according to proof
28 pursuant to, *inter alia*, *Cal. Labor Code* §§1102.5 (j), 2802 and 1198.5;

