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Attorney for Plaintiff BAO TRUONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BAO TRUONG, an individual, on his own
behalf and on behalf of all other current and
former Aggrieved Employees,

Plaintiff,

v.

CTC GLOBAL CORPORATION, a
Delaware corporation doing business in the
state of California; and DOES 1 through 50,
inclusive,

Defendants.

Case No: 30-2025-01493538-CU-WT-CXC

Assigned for All Purposes:

Judge David A. Hoffer

Dept. CX103

COMPLAINT

- 1. Discrimination on the Basis of a Physical Disability**
[Govt. Code §12940(a)]
- 2. Failure to Prevent Discrimination**
[Govt. Code §12940(k)]
- 3. Denial of Reasonable Accommodations**
[Govt. Code §12940(m)]
- 4. Retaliation**
[Govt. Code §12940(l)(4)]
- 5. Wrongful Termination in Violation of Public Policy**
[Govt. Code §12940, et seq.]
- 6. Failure to Pay All Wages Owed**
[Labor Code §200, et seq.]
- 7. Failure to Reimburse Employee for Business Expenses**
[Labor Code § 2802]
- 8. Failure to Provide Accurate Wage Statements**
[Labor Code §226]
- 9. Failure to Pay All Wages Upon Termination**
[Labor Code §§2926, 201 and 203]
- 10. Civil Penalties Under the Private Attorney General Act [Labor Code § 2698]**

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11. Unfair Business Practices
[*Bus. and Prof. Code §17200, et seq.*]

DEMAND FOR JURY TRIAL

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Plaintiff, BAO TRUONG, an individual (hereinafter, “Plaintiff”), brings this action on behalf of himself, and on behalf of other current and former employees (hereinafter, “Aggrieved Employees”), against CTC GLOBAL CORPORATION, a Delaware Corporation doing business in the state of California (hereinafter, “CTC or Defendant”); and DOES 1 through 50 (collectively, hereinafter, “Defendants”), for unlawful employment policies that denied, and continue to deny Plaintiff and the Aggrieved Employees wages and benefits to which they are lawfully entitled.

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JURISDICTION AND VENUE

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1. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

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2. The California Superior Court has jurisdiction over CTC and DOES (hereinafter collectively referred to as “Defendants”) as they maintain offices and/or transact business within the State of California.

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3. Pursuant to California Code of Civil Procedure §395(a), the venue is proper in the County of Orange because Defendants' obligations and liability arose, at least in part, therein, because the alleged injuries sustained by Plaintiff occurred in the County of Orange.

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4. The monetary damages sought by Plaintiff exceed \$ 35,000, as set forth in the prayer for relief, and will be established according to proof at trial. There is no federal question at issue as the complaint is based solely on California law and statutes including the Industrial Welfare Commission Wage Order No. 4-2001 (“IWC Order 4”), California Labor Code (“Labor Code”), California Code of Civil Procedure (“CCP”), and California Government Code (“Gov. Code”).

1 **PARTIES**

2 5. Plaintiff, BAO TRUONG, is a resident of Orange, California. Plaintiff worked for
3 Defendants as a non-exempt Lab technician in CTC's Quality Assurance and Control Department
4 from approximately on or about June 15, 2021, through July 1, 2024.

5 6. Defendant CTC GLOBAL CORPORATION is, and at all relevant times mentioned
6 within this Complaint, a Delaware corporation, with its principal place of business located at 2026
7 McGaw Avenue, Irvine, California 92614 in the county of Orange.

8 7. DOES are persons or entities whose true names and identities are unknown to
9 Plaintiff. They are sued by fictitious names. Plaintiff will amend to allege their true names and
10 capacities when known. Plaintiff is informed and believes each Doe defendant: is the agent,
11 representative, or parent or subsidiary entity of Defendants; acted in concert with Defendants; and
12 is a proximate cause of the events, injuries, and harms suffered by Plaintiff. At all relevant times
13 Defendants were the agent or employee of each of the other Defendants and acted within the
14 course and scope of such agency or employment.

15 8. CTC was Plaintiff's employer within the meaning of Government Code §§ 12926(d)
16 and as such was barred from, *inter alia*, harassing, discriminating or retaliating against Plaintiff in
17 personnel, scheduling, employment, promotion, advancement, retention, hiring, terminating and other
18 decisions relating to Plaintiff's employment based on a physical disability, participation in protected
19 activity, or immutable characteristics.

20 9. Defendants, DOES 1-50, and each of them, both directly and indirectly, employed
21 Plaintiff, and Aggrieved Employees, as defined in the Fair Employment and Housing Act ("FEHA")
22 at Government Code § 12926(d).

23 **AGENCY; AIDING AND ABETTING; CONSPIRACY**

24 10. Plaintiff is informed and believes, and based thereupon, alleges that Defendants, and
25 each of them, acted in concert with one another to commit the wrongful acts alleged therein, and
26 aided, abetted, incited, compelled, and/or coerced one another in the wrongful acts alleged herein,
27 and/or attempted to do so.

28 11. Plaintiff is further informed and believes, and based thereupon alleges, that the

1 Defendants, and each of them, formed and executed a conspiracy or common plan pursuant to which
2 they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of
3 and pursuant to the said conspiracy, intended to and actually causing Plaintiff harm.

4 12. Plaintiff is informed and believes, and based thereon, alleges that each of the
5 aforementioned Defendants participated and acted with or in furtherance of said conspiracy or aided
6 or assisted in carrying out the purposes of the conspiracy and have performed acts and made
7 statements in furtherance of the conspiracy and other violations of California law.

8 13. Whenever and wherever reference is made in this Complaint to any act or failure to
9 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
10 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

11 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

12 14. Plaintiff has timely filed complaints against CTC and DOES 1 through 50 under
13 Government Code § 12940 *et seq.*, the California Fair Employment and Housing Act ("FEHA") with
14 the California Department of Fair Employment and Housing ("DFEH") and has satisfied
15 PLAINTIFF's administrative prerequisites with respect to these and all related filings on November
16 18, 2024.

17 15. Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Plaintiff has
18 satisfied the pre-filing notice requirement to the Labor and Workforce Development Agency
19 ("LWDA") of the Labor Code violations alleged in this complaint on or about April 11, 2025, against
20 Defendants. Sixty-five (65) days have lapsed without a response and/or action by the LWDA or the
21 Division of Labor Standards Enforcement ("DLSE") on the Defendants for the PAGA claims.

22 **PLAINTIFF'S PAGA PERIOD AND PAGA ALLEGATIONS**

23 16. At all relevant times set forth herein, PAGA was applicable to Plaintiff's employment
24 by Defendants.

25 17. Plaintiff is informed and believes, and on that basis alleges, that a prior PAGA action
26 entitled *Hernandez v. CTC Global Corporation*, Orange County Superior Court Case No. 30-2020-
27 01138945-CU-OE-CJC, resulted in a certification for settlement purposes of the following
28 provisional class: "All current and former nonexempt employees of Defendant [CTC] that worked in

1 California at any time between July 20, 2016 and October 15, 2021.” (hereinafter, “Hernandez Class
2 Period.”)

3 18. Plaintiff is informed and believes, and thereon alleges, that the PAGA violations
4 asserted herein in this Complaint are part of an ongoing and systemic pattern of Labor Code violations
5 committed by Defendants, which continued beyond the period covered in the prior Hernandez Class
6 Period. Specifically, the claims alleged in this action arise from violations from October 16, 2021,
7 to the present (hereinafter, “Relevant PAGA Period.”)

8 19. As such, and at all times relevant hereto, the Plaintiff’s Relevant PAGA Period shall
9 apply to each and every cause of action and allegation asserted by Plaintiff in this Complaint with
10 regard to his PAGA claims.

11 20. At all times set forth herein, PAGA provides for a civil penalty to be assessed and
12 collected by the LWDA for violations of the California Labor Code, which may be alternatively
13 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
14 current or former employees pursuant to procedures set forth under Labor Code § 2699.3. Plaintiff
15 was employed by Defendants and the alleged violations were committed during PLAINTIFF’S time
16 of employment. Therefore, Plaintiff is an aggrieved employee, as defined by Labor Code § 2699(c).

17 21. Defendants’ violations caused Plaintiff and the Aggrieved Employees to suffer
18 substantial damages. Therefore, Plaintiff seeks to represent all hourly, non-exempt, employees
19 employed by Defendants within the applicable limitations period preceding the filing of the PAGA
20 claims or this Complaint and against whom Defendants committed the following violations:

- 21 a. Failure to pay all wages owed;
- 22 b. Failure to reimburse employee for business expenses;
- 23 c. Failure to provide accurate wage statements; and
- 24 d. Failure to pay all wages owed upon termination.

25 22. Plaintiff and Aggrieved Employees suffered injuries as the proximate result of the
26 DEFENDANTS’ violations enumerated in paragraphs above. The administrative prerequisites under
27 Labor Code § 2699.3(a) to recover civil penalties, in addition to other remedies, have been satisfied
28 against Defendants. Sixty-five (65) days have lapsed without a response and/or action by the LWDA

1 or the DLSE for the PAGA claims. Therefore, pursuant to California Labor Code § 2699, Plaintiff
2 and Aggrieved Employees are entitled to recover penalties and any other remedies the Court deems
3 just that otherwise could be assessed or recovered by the LWDA.

4 23. Plaintiff is informed and believes, and based thereon, alleges that Defendants
5 consistently and knowingly failed to pay Plaintiff and Aggrieved Employees all wages due and owed
6 at the time of separation of employment as required pursuant to Labor Code § 203.

7 24. Plaintiff further alleges that such violations have continued beyond the Hernandez
8 Class Period and persist through the present, reflecting a deliberate and willful disregard for the
9 rights of Plaintiff and other Aggrieved Employees. As such, Defendants' conduct was knowing,
10 intentional, and carried out with oppression, fraud, or malice within the meaning of California Civil
11 Code § 3294. To the extent of claims pled herein during the Relevant PAGA Time Period, Plaintiff
12 seeks an award of punitive and exemplary damages against Defendants in the amount to be assessed
13 at the time of trial.

14 25. Plaintiff further demands reasonable attorney's fees, costs of suit, and interest
15 pursuant to Labor Code § 2699(g)(1).

16 **GENERAL ALLEGATIONS**

17 26. Plaintiff is informed and believes, and based thereon, alleges that CTC failed to pay
18 Plaintiff *all* wages owed under CTC's control.

19 27. California broadly defines "wages" to include "all amounts for labor performed by
20 employees of every description, whether the amount is fixed or ascertained by the standard of time,
21 task, piece, commission basis, or other method of calculation." Labor Code § 200(a). Consistent
22 with this definition, California courts have interpreted "wages" expansively. As they have distilled:
23 "[A] wage is anything 'promised as part of the compensation for employment'... '[T]he term
24 "wages" should be deemed to include not only the periodic monetary earnings of the employee but
25 also the other benefits to which he is entitled as a part of his compensation. [Citations.]' " (*Ware v.*
26 *Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1972) 24 Cal.App.3d 35, 44, 100 Cal.Rptr. 791.)
27 (emphasis added). See, e.g., *Davis v. Farmers Ins. Exch.*, 245 Cal. App. 4th 1302, 1331 and n.20
28 (2016) ("wages" do not just include hourly pay or salaries, "but **also bonuses**, profit-sharing plans,

1 and commissions”) (emphasis added).

2 28. Plaintiff is informed and believes, and based thereon, alleges that CTC consistently
3 and knowingly required Plaintiff to utilize their personal cell phones to discharge duties that were
4 for the benefit of CTC, and CTC failed to reimburse Plaintiff for business-related expenses as
5 required by Labor Code §2802.

6 29. Additionally, Plaintiff was never paid/reimbursed for safety wear incurred and
7 required to perform his work duties for the benefit of CTC. As such, Plaintiff was not reimbursed
8 for business expenses for each pay period as required by Labor Code § 2802.

9 30. Plaintiff is informed and believes, and based thereon, alleges that CTC consistently
10 and knowingly failed to provide accurate wage states to Plaintiff as required pursuant to Labor Code
11 §226(a). Wage statements issued by CTC failed to accurately record (1) gross wages earned, and (2)
12 net wages earned.

13 31. Plaintiff is informed and believes, and based thereon, alleges that Defendants
14 consistently and knowingly failed to pay Plaintiff and Aggrieved Employees all wages due and owed
15 at the time of separation of employment as required pursuant to Labor Code § 203.

16 32. CTC’s violations of California laws described above, come from CTC’s implemented
17 unlawful and unfair business practices and policies.

18 33. Plaintiff further alleges that such the PAGA violations have continued beyond the
19 Hernandez Class Period and persist through the present, reflecting a deliberate and willful disregard
20 for the rights of Plaintiff and other Aggrieved Employees. As such, Defendants’ conduct was
21 knowing, intentional, and carried out with oppression, fraud, or malice within the meaning of
22 California Civil Code § 3294. To the extent of claims pled herein during the Relevant PAGA Time
23 Period, Plaintiff seeks an award of punitive and exemplary damages against Defendants in the
24 amount to be assessed at the time of trial.

25 **FACTUAL ALLEGATIONS**

26 34. CTC is in the business and practice of producing composite core conductors for
27 overhead transmission powerlines.

28 35. Plaintiff began his employment with Defendants as a Lab Technician in CTC's

1 Quality Assurance and Control department on or about June 15, 2021. During Plaintiff's
2 employment with CTC, he worked regular hours from 1:30 p.m. to 10:00 p.m., Monday through
3 Friday. Plaintiff also worked overtime hours on weekends, with shifts ranging from four (4) to eight
4 (8) hours per shift.

5 36. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of CTC,
6 thus entitled to the benefits of California Labor Laws.

7 37. At all relevant times mentioned herein, Plaintiff's job duties include performing
8 inspections and gathering data on composite cores and hardware according to established procedures
9 to determine conformance to accepted specifications for a particular property.

10 38. During Plaintiff's employment with CTC, Plaintiff was required to set up a Paycom
11 application profile on his personal cell phone to clock in and out of shifts. Plaintiff also had to utilize
12 his personal cell phone for work-related tasks.

13 39. At all relevant times mentioned herein, CTC requires Plaintiff to wear safety wear,
14 including but not limited to shoes, gloves, and goggles, to perform his job duties for the benefit of
15 CTC properly.

16 40. Effective in 2023, Plaintiff's compensation package for his role included a 10% non-
17 discretionary bonus per quarter, based on Plaintiff's work performance (e.g., meeting daily quotas,
18 performing daily routine tasks based on a detailed checklist which Plaintiff met daily, etc.).

19 41. During Plaintiff's employment with CTC, he was a highly effective employee who
20 did not receive any unsatisfactory reviews or disciplinary actions for his work performance.

21 42. Based on information and belief, Plaintiff also consistently met the performance
22 metrics for the 10% non-discretionary bonus each quarter, including but not limited to: meeting daily
23 quotas, performing daily routine tasks based on a detailed checklist that Plaintiff met daily, for the
24 benefit of CTC.

25 43. Based on information and belief, from 2023 to Plaintiff's termination on or about July
26 of 2024, Plaintiff successfully met his performance metrics. However, Defendant failed to provide
27 Plaintiff with the 10% non-discretionary bonus that he was owed.

28 44. During Plaintiff's employment with CTC, one of Plaintiff's customary job duties was

1 to load fixtures or molds made out of metal into an oven to clean said fixtures.

2 45. On December 6, 2023, Plaintiff suffered a workplace injury when a Polyvinyl
3 Chloride ("PVC") container was improperly placed behind a cart stocked with fixtures. When
4 Plaintiff pulled the cart away to load the fixtures into the oven, a PVC pipe, fell and struck his right
5 hand and wrist. Plaintiff promptly reported his injury to CTC on the same day.

6 46. Plaintiff has been receiving care from a doctor, physical therapist, and other
7 healthcare professionals from December 8, 2023, to the present due to his workplace injury
8 (hereinafter, "Medical Disabilities" or "physical disability").

9 47. On or about January of 2024, Plaintiff returned to his regular full-time work for an
10 8-hour shift, as ordered by his treating physician. Plaintiff returned to work without reasonable
11 accommodations from CTC for his Medical Disabilities and he continued working under these
12 conditions until approximately June 18, 2024.

13 48. On February 2, 2024, Plaintiff and CTC's Human Resources Department held a
14 meeting, during which he was informed that CTC had assigned Plaintiff a new doctor to treat his
15 Medical Disabilities. During this meeting, Plaintiff formally requested reasonable accommodations
16 for his Medical Disabilities, as his hands would uncontrollably shake intermittently. However, CTC
17 denied Plaintiff's reasonable accommodation request, despite Plaintiff's visible hand tremors and
18 subsequent doctor's notes recommending modified work with reasonable accommodations.

19 49. On June 17, 2024, Plaintiff attempted to wear a wrist brace while performing his
20 work duties, to alleviate the pain caused by his Medical Disabilities, after his prior requests for
21 reasonable accommodation were denied by CTC.

22 50. However, Plaintiff's supervisor saw Plaintiff with the wrist brace and informed him
23 that, "You [Plaintiff] cannot wear [the wrist brace] without a doctor's note." The following day,
24 Plaintiff dutifully obtained a doctor's note to wear the wrist brace as part of a reasonable
25 accommodation for his Medical Disabilities, to comply with the supervisor's requirement.

26 51. Also, on June 17, 2024, an Agreed Medical Examiner ("AME") report from
27 Plaintiff's medical doctor, Mr. Paul Wakim, determined that Plaintiff has approximately 7-12%
28 permanent disability of his right hand. Mr. Paul Wakim further noted that, in addition to requiring

1 ongoing medical care and treatment, Plaintiff also requires reasonable accommodations in the
2 workplace.

3 52. Between June 18, 2024, to approximately June 25, 2024, Plaintiff wore his wrist
4 brace and was performing his daily work duties. The wrist brace helped Plaintiff tremendously by
5 easing his discomfort and providing much-needed relief from his Medical Disabilities.

6 53. However, Plaintiff is informed and believes, and based thereon, alleges that his
7 reasonable accommodation was met with heavy resistance from CTC.

8 54. On June 26, 2024, Plaintiff's supervisor observed him wearing the wrist brace and
9 warned Plaintiff that "[the wrist brace] is not allowed on the floor [on the work site]."

10 55. Plaintiff is informed and believes, and based thereon, alleges that CTC arbitrarily,
11 capriciously, and unilaterally revoked Plaintiff's existing reasonable accommodations on or about
12 June 26, 2024.

13 56. On or about July 1, 2024, Plaintiff's supervisor informed him that CTC's Human
14 Resources Department is "still evaluating [Plaintiff's] new restrictions [...]" and Plaintiff was
15 instructed not to report back to work until further notice.

16 57. Based on information and belief, Plaintiff contends that CTC began reevaluating his
17 Medical Disabilities and his accompanying reasonable accommodation requests only after the AME
18 report determined that Plaintiff now has a permanent disability. Moreover, Plaintiff, based on
19 information and belief, contends that CTC was unwilling to provide the necessary ongoing
20 reasonable accommodations for Plaintiff as outlined in the AME report, which determined that
21 Plaintiff now has a permanent physical disability.

22 58. On July 2, 2024, July 30, 2024, August 27, 2024, and September 24, 2024, Plaintiff
23 received a Work Activity Status Report from a treating physician. Plaintiff's Work Activity Status
24 reports authorized him to return to work and to work his full hours and full job duties with reasonable
25 accommodations from CTC.

26 59. From July 2024 to approximately September of 2024, Plaintiff requested to return to
27 work as he was authorized to do so by a treating physicians and by the Work Activity Status Reports;
28 however, CTC ignored Plaintiff's requests thereby denying his reasonable accommodation requests

1 and his requests to return to work.

2 60. Based on information and belief, Defendants discriminated against Plaintiff due to
3 his Medical Disabilities and refused to schedule Plaintiff for work.

4 61. On August 30, 2024, CTC's Quality Control Manager reached out to Plaintiff and
5 said that he could not return to work until further notice.

6 62. As of approximately July 2024, Defendants ceased scheduling Plaintiff for work,
7 refused to provide reasonable accommodations, and effectively terminated Plaintiff's employment
8 based on his Medical Disabilities.

9 63. As a result of the aforementioned adverse employment actions committed against
10 CTC and experienced by Plaintiff, Plaintiff has suffered and continues to suffer, monetary loss.

11 **FIRST CAUSE OF ACTION**

12 **Discrimination On The Basis Of a Physical and Medical Disability**

13 *[Gov. Code § 12940(a)]*

14 **(Against CTC and DOES 1-50)**

15 64. Plaintiff re-alleges the allegations set forth above and incorporates by reference all
16 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

17 65. At all relevant times herein, CTC, DOES 1-50, and each of them, were employers,
18 required to comply with the California Fair Employment and Housing Act ("FEHA") in respect to
19 employment practices, and specifically were prohibited from discriminating against any employee
20 on the basis of a physical disability.

21 66. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of
22 Defendants, and entitled to all benefits under California Laws.

23 67. Govt. Code §12940, in pertinent part, provides: "It is an unlawful employment
24 practice...(a) For an employer, because of the...physical disability.... of any person...to discharge
25 the person from employment...or to discriminate against the person in compensation or in terms,
26 conditions, or privileges of employment."

27 68. Including but not limited to the facts described above, Plaintiff had a present,
28 perceived and/or perceived future disability of which CTC was aware, rendering him physically

1 disabled within the meaning of Government Code § 12926(k).

2 69. At all relevant times mentioned herein, Plaintiff was a highly effective and exemplary
3 employee who did not receive any unsatisfactory reviews or disciplinary actions of his work
4 performance.

5 70. Although Plaintiff requested and attended meetings with CTC to discuss the
6 requested, yet continually ignored, reasonable accommodations based upon his physical disability,
7 each and every request ended without any resolution to Plaintiff's concerns.

8 71. Plaintiff is informed and believes, and based thereon, alleges that CTC wrongfully
9 terminated Plaintiff due to his physical disability.

10 72. As a direct, foreseeable, and proximate result of CTC's discrimination based on his
11 physical disability, Plaintiff is informed and believes that said violations are ongoing, systematic,
12 and uniform.

13 73. As a direct, foreseeable, and proximate result of CTC's conduct, as alleged above,
14 Plaintiff has suffered lost income, employment, and career opportunities, and has suffered and
15 continues to suffer other economic loss. The exact amount of such expenses is presently unknown
16 to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to set forth the exact
17 amount when it has been ascertained.

18 74. As a result of CTC's violation of Govt. Code §§12940(a), Plaintiff is entitled to
19 damages pursuant to Civil Code § 3333 including, but not limited to, loss of earnings and future
20 earning capacity, attorney's fees, and other pecuniary loss not presently ascertained. Plaintiff will
21 seek leave of Court to amend this Complaint to set forth the exact amount when it has been
22 ascertained.

23 75. Pursuant to Gov. Code §12965(c)(6), Plaintiff requests a reasonable award of
24 attorneys' fees and costs, including expert fees pursuant to the FEHA.

25 **SECOND CAUSE OF ACTION**

26 **Failure to Prevent Discrimination**

27 ***[Gov. Code § 12940(k)]***

28 **(Against CTC and DOES 1-50)**

1 76. Plaintiff re-alleges the allegations set forth above and incorporates by reference all
2 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

3 77. At all relevant times herein, Defendants, DOES 1-50, and each of them, were
4 employers, required to comply with the California Fair Employment and Housing Act (“FEHA”) in
5 respect to employment practices, and specifically were prohibited from discriminating against any
6 employee on the basis of a physical disability.

7 78. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of CTC
8 and entitled to all benefits under California Laws.

9 79. Govt. Code §12940(k), in pertinent part, requires that all employers “take all
10 reasonable steps necessary to prevent discrimination and harassment from occurring.”

11 80. At all relevant times mentioned herein, Plaintiff was a highly effective and exemplary
12 employee who did not receive any unsatisfactory reviews or disciplinary actions for his work
13 performance.

14 81. Although Plaintiff requested and attended meetings with CTC to discuss the
15 requested, yet continually ignored, reasonable accommodations based upon his physical disability,
16 each and every request ended without any resolution to Plaintiff’s concerns.

17 82. Plaintiff is informed and believes, and based thereon, alleges that CTC terminated
18 Plaintiff due to his physical disability.

19 83. Plaintiff is informed and believes, and based thereon, alleges that CTC failed to take
20 all reasonable steps to prevent the discrimination.

21 84. As a direct, foreseeable, and proximate result of CTC’s discrimination based on his
22 physical disability, Plaintiff is informed and believes that said violations are ongoing, systematic,
23 and uniform.

24 85. As a direct result of this ongoing discriminatory treatment, Defendants unlawfully
25 terminated Plaintiff on or about July of 2024.

26 86. As a direct, foreseeable, and proximate result of CTC’s conduct, as alleged above,
27 Plaintiff has suffered lost income, employment, and career opportunities, and has suffered and
28 continues to suffer other economic loss. The exact amount of such expenses is presently unknown

1 to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to set forth the exact
2 amount when it has been ascertained.

3 87. As a result of CTC's violation of Govt. Code §§12940(k), Plaintiff is entitled to
4 damages pursuant to Civil Code §3333 including, but not limited to, loss of earnings and future
5 earning capacity, attorney's fees, and other pecuniary loss not presently ascertained. Plaintiff will
6 seek leave of Court to amend this Complaint to set forth the exact amount when it has been
7 ascertained.

8 88. Pursuant to Gov. Code §12965(b), Plaintiff requests a reasonable award of attorneys'
9 fees and costs, including expert fees pursuant to the FEHA.

10 **THIRD CAUSE OF ACTION**

11 **Denial of Reasonable Accommodations**

12 *[Gov. Code § 12940(m)]*

13 **(Against CTC and DOES 1-50)**

14 89. Plaintiff re-alleges the allegations set forth above and incorporates by reference all
15 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

16 90. At all relevant times herein, Defendants, DOES 1-50, and each of them, were
17 employers, required to comply with the California Fair Employment and Housing Act ("FEHA") in
18 respect to employment practices, and specifically were prohibited from discriminating against any
19 employee on the basis of a physical disability

20 91. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of CTC
21 and entitled to all benefits under California Laws.

22 92. It is unlawful under California Fair Employment and Housing Act for an employer
23 "to fail to make reasonable accommodations for known physical or mental disability of an applicant
24 or employee." Gov. Code § 12940(m); see also Gov. Code § 12940(a)(1). California Fair
25 Employment and Housing Act requires an employer to make reasonable accommodations for an
26 employee's disability to enable the employee to perform a position's essential functions.
27 Furthermore, under Government Code §§ 12940(m) and (n), Defendants were required to not only
28 engage Plaintiff in a timely good faith interactive process to identify the most effective

1 accommodations available, but to also furnish him with said accommodations.

2 93. At all relevant times mentioned herein, Plaintiff was a highly effective and exemplary
3 employee who did not receive any unsatisfactory reviews or disciplinary actions of his work
4 performance.

5 94. Although Plaintiff requested and attended various meetings with Defendants to
6 discuss the requested, yet continually ignored, reasonable accommodations based upon Plaintiff's
7 physical disability, each and every meeting ended without any resolution to Plaintiff's concerns.

8 95. CTC failed to comply with their duty under Govt. Code §12940(l)(4), which prohibits
9 employers from retaliating or discriminating against an employee for requesting a physical
10 disability accommodation. Plaintiff's requests for his physical disability accommodation were met
11 with continued discrimination and, ultimately, his unlawful termination.

12 96. As a direct, foreseeable, and proximate result of Defendants' discrimination based on
13 his physical disability, Plaintiff is informed and believes that said violations are ongoing, systematic,
14 and uniform.

15 97. As a direct, foreseeable, and proximate result of Defendants' conduct, as alleged
16 above, Plaintiff has suffered lost income, employment, and career opportunities, and has suffered
17 and continues to suffer other economic loss. The exact amount of such expenses is presently
18 unknown to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to set forth the
19 exact amount when it has been ascertained.

20 98. Pursuant to Civil Code § 3294, Plaintiff requests punitive damages because
21 Defendants, and each of them, acted with malice and oppression and with a conscious disregard of
22 Plaintiff's rights. Plaintiff requests an assessment of punitive damages against Defendants in an
23 amount to be assessed at time of trial.

24 99. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
25 attorneys' fees and costs, including expert fees pursuant to the FEHA.

26 **FOURTH CAUSE OF ACTION**

27 **Retaliation**

28 ***[Gov. Code § 12940(l)(4)]***

(Against CTC and DOES 1-50)

100. Plaintiff re-alleges the allegations set forth above and incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

101. At all relevant times herein, Defendants, DOES 1-50, and each of them, were employers, required to comply with the California Fair Employment and Housing Act ("FEHA") in respect to employment practices, and specifically were prohibited from discriminating against any employee on the basis of a physical disability.

102. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of CTC, and entitled to all benefits under California Laws.

103. Govt. Code §12940(k), in pertinent part, requires that employers are to not "retaliate or otherwise discriminate against a person for requesting accommodations."

104. Retaliation occurs when an employer takes a materially adverse action because an individual has engaged, or may engage, in activity in furtherance of or to exercise rights protected by, the anti-discrimination laws.

105. At all relevant times mentioned herein, Plaintiff was a highly effective and exemplary employee who did not receive any unsatisfactory reviews or disciplinary actions of his work performance.

106. Although Plaintiff requested and attended various meetings with Defendants to discuss the requested, yet continually ignored, reasonable accommodations based upon Plaintiff's physical disability, each and every meeting ended without any resolution to Plaintiff's concerns.

107. Throughout his employment, Plaintiff requested a reasonable accommodation for his physical disability, however, to no avail. CTC denied this accommodation without exploring reasonable alternatives, engaging in the interactive process, or demonstrating undue hardship, as required under Gov. Code § 12940(l)(1).

108. Plaintiff is informed and believes, and based thereon, alleges that Defendants terminated Plaintiff as a retaliation for Plaintiff needing reasonable accommodation for his physical disability.

109. As a direct, foreseeable, and proximate result of Defendants' discrimination based on

1 his physical disability, Plaintiff is informed and believes that said violations are ongoing, systematic,
2 and uniform.

3 110. As a direct result of this ongoing discriminatory treatment, Defendants unlawfully
4 terminated Plaintiff on or about July of 2024.

5 111. As a direct, foreseeable, and proximate result of Defendants' conduct, as alleged
6 above, Plaintiff has suffered lost income, employment, and career opportunities, and has suffered
7 and continues to suffer other economic loss. The exact amount of such expenses is presently
8 unknown to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to set forth the
9 exact amount when it has been ascertained.

10 112. Pursuant to Civil Code § 3294, Plaintiff requests punitive damages because
11 Defendants, and each of them, acted with malice and oppression and with a conscious disregard of
12 Plaintiff's rights. Plaintiff requests an assessment of punitive damages against Defendants in an
13 amount to be assessed at time of trial.

14 113. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
15 attorneys' fees and costs, including expert fees pursuant to the FEHA.

16 **FIFTH CAUSE OF ACTION**

17 **Wrongful Termination In Violation Of Public Policy**

18 ***[Gov. Code § 12940, et seq.]***

19 **(Against CTC and DOES 1-50)**

20 114. Plaintiff re-alleges the allegations set forth above and incorporates by reference all
21 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

22 115. At all relevant times herein, Defendants, DOES 1-50, and each of them, were
23 employers, required to comply with the California Fair Employment and Housing Act ("FEHA") in
24 respect to employment practices, and specifically were prohibited from discriminating against any
25 employee on the basis of a physical disability.

26 116. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of
27 Defendants, and entitled to all benefits under California Laws.

28 117. Gov. Code § 12920 provides the following in pertinent part regarding - the public

1 policy of the State of California: “It is hereby declared as the public policy of this state that it is
2 ***necessary to protect and safeguard the right and opportunity of all persons*** to seek, obtain, and
3 ***hold employment without discrimination or abridgment*** on the account of race, religious creed,
4 color, national origin, ancestry, physical disability, mental disability, ***physical disability***, marital
5 status, sex, age or sexual orientation. It is recognized that the practice of denying employment
6 opportunity and discriminating in terms of employment for these reasons ferments domestic strife
7 and unrest, deprives the state of the fullest utilization of its capacities for development and
8 advancement, and substantially and adversely affects the interest of employees, employers, and the
9 public in general. It is the purpose of this part to provide effective remedies that will eliminate these
10 discriminatory practices.” (emphasis added)

11 118. At all relevant times mentioned herein, Plaintiff was a highly effective and exemplary
12 employee who did not receive any unsatisfactory reviews or disciplinary actions of his work
13 performance.

14 119. Although Plaintiff requested and attended various meetings with Defendants to
15 discuss the requested, yet continually ignored, reasonable accommodations based upon Plaintiff’s
16 physical disability, each and every meeting ended without any resolution to Plaintiff’s concerns.

17 120. Plaintiff is informed and believes, and based thereon, alleges that Defendants
18 terminated Plaintiff as a retaliation for Plaintiff needing reasonable accommodation for his physical
19 disability.

20 121. As a direct, foreseeable, and proximate result of Defendants’ discrimination based
21 on his physical disability, Plaintiff is informed and believes that said violations are ongoing,
22 systematic, and uniform.

23 122. [W]hile an at-will employee may be terminated for no reason, or for an arbitrary or
24 irrational reason, there can be no right to terminate for an unlawful reason or a purpose that
25 contravenes fundamental public policy. Any other conclusion would sanction lawlessness, which
26 courts by their very nature are bound to oppose. (*Casella v. SouthWest Dealer Services, Inc.* (2007)
27 157 Cal.App.4th 1127, 1138-1139 [69 Cal.Rptr.3d 445].)

28 123. Accordingly, the actions of Defendants, and DOES 1-50 and each of them, in

1 terminating Plaintiff on the grounds alleged and described herein were wrongful and in
2 contravention and violation of the express public policy of the State of California, to wit, the policy
3 set forth in California Gov. Code § 12940 et seq. and the laws and regulations promulgated
4 thereunder.

5 124. As a direct result of this ongoing discriminatory treatment, Defendants unlawfully
6 terminated Plaintiff on or about July of 2024.

7 125. As a direct, foreseeable, and proximate result of Defendants' conduct, as alleged
8 above, Plaintiff has suffered lost income, employment, and career opportunities, and has suffered
9 and continues to suffer other economic loss. The exact amount of such expenses is presently
10 unknown to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to set forth the
11 exact amount when it has been ascertained.

12 126. As a result of Defendants' violation of Govt. Code §12940(k) Plaintiff is entitled to
13 damages pursuant to Civil Code §3333 including, but not limited to, loss of earnings and future
14 earning capacity, attorney's fees, and other pecuniary loss not presently ascertained. Plaintiff will
15 seek leave of Court to amend this Complaint to set forth the exact amount when it has been
16 ascertained.

17 127. Pursuant to Gov. Code §12965(b), Plaintiff requests a reasonable award of attorneys'
18 fees and costs, including expert fees pursuant to the FEHA.

19 **SIXTH CAUSE OF ACTION**

20 **Failure to Pay All Wages Owed**

21 *[Labor Code § 200 et seq.]*

22 **(Against CTC and DOES 1-50)**

23 128. Plaintiff re-alleges the allegations set forth above and incorporates by reference all
24 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

25 129. At all relevant times herein, Defendants, DOES 1-50, and each of them, were
26 employers, required to comply with the Labor Code and IWC Order 4 in respect to employees'
27 wages, hours, and working conditions

28 130. California broadly defines "wages" to include "all amounts for labor performed by

employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.” Labor Code § 200(a).

131. Consistent with this definition, California courts have interpreted “wages” expansively. As they have distilled: “[A] wage is anything ‘promised as part of the compensation for employment’ ... [T]he term “wages” should be deemed to include not only the periodic monetary earnings of the employee but also the other benefits to which he is entitled as a part of his compensation. [Citations.]’ ” (*Ware v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1972) 24 Cal.App.3d 35, 44, 100 Cal.Rptr. 791.) (emphasis added). See, e.g., *Davis v. Farmers Ins. Exch.*, 245 Cal. App. 4th 1302, 1331 and n.20 (2016) (“wages” do not just include hourly pay or salaries, “but also bonuses, profit-sharing plans, and commissions”) (emphasis added).

132. As a direct and proximate result of the acts, Plaintiff was injured and suffered the loss of money in the amount of, inter alia, unpaid wages that he was otherwise entitled to receive.

133. As a direct, foreseeable, and proximate result of Defendants’ conduct, as alleged above, Plaintiff has suffered lost income, employment, and career opportunities, and has suffered and continues to suffer other economic loss. The exact amount of such expenses is presently unknown to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

134. Pursuant to Labor Code § 218.5, Plaintiff requests a reasonable award of attorneys’ fees and costs.

SEVENTH CAUSE OF ACTION

Failure to Reimburse Employees for Business Expenses

[Labor Code § 2802; IWC Wage Order 4]

(Against CTC and DOES 1-50)

135. Plaintiff re-alleges the allegations set forth above and incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

136. At all relevant times herein, Defendants, DOES 1-50, and each of them, were employers, required to comply with the Labor Code and IWC Order 4 in respect to employees’ wages, hours, and working conditions.

1 137. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of
2 Defendants, and entitled to all benefits under California Laws.

3 138. Labor Code § 2802(a), in pertinent part provides, “An employer shall indemnify his
4 or her employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence... of his or her obedience to the directions of the employer, even though unlawful,
6 unless the employee, at the time of obeying the directions, believed them to be unlawful.”

7 139. During Plaintiff’s employment with CTC, Plaintiff was required to set up a Paycom
8 application profile on his personal cell phone in order to clock in and out of shifts. Plaintiff also had
9 to utilize his personal cell phone for work-related tasks.

10 140. At all relevant times mentioned herein, CTC requires Plaintiff to wear safety wear,
11 including but not limited to shoes, gloves, and goggles, to perform his job duties for the benefit of
12 CTC properly.

13 141. Plaintiff, and Aggrieved Employees, had duties that included using his or her
14 personal cell phone for work-related tasks. Plaintiff, and Aggrieved Employees, were never
15 paid/reimbursed for work-related cell phone usage, or internet usage incurred related to usage of his
16 or her personal cell phone for work-related tasks.

17 142. Additionally, Plaintiff and Aggrieved Employees were never paid/reimbursed for
18 safety wear, incurred and required to perform their work duties.

19 143. Defendants have failed to indemnify or in any manner reimburse Plaintiff and all
20 Aggrieved Employees for these expenditures and losses. By requiring Plaintiff, and Aggrieved
21 Employees, to pay expenses and cover losses related to work duties, Defendants have violated Labor
22 Code § 2802.

23 144. As a result of the Defendants’ conduct, Plaintiff, and Aggrieved Employees, are
24 entitled to reimbursement for the necessary business expenses.

25 145. As a direct, foreseeable, and proximate result of Defendants’ conduct, as alleged
26 above, Plaintiff, and Aggrieved Employees, have suffered lost income, employment, and career
27 opportunities, and has suffered and continues to suffer other economic loss. The exact amount of
28 such expenses is presently unknown to Plaintiff and Plaintiff will seek leave of Court to amend this

1 Complaint to set forth the exact amount when it has been ascertained.

2 146. As a further result of Defendants' conduct, Plaintiff, and Aggrieved Employees, are
3 entitled to attorney's fees under Labor Code §2802(c), in addition to expenses, and cost of suit.

4 **EIGHTH CAUSE OF ACTION**

5 **Failure to Provide Accurate Wage Statements**

6 *[Labor Code §226]*

7 **(Against CTC and DOES 1-50)**

8 147. Plaintiff re-alleges the allegations set forth above and incorporates by reference all
9 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

10 148. At all relevant times herein, Defendants, DOES 1-50, and each of them, were
11 employers, required to comply with the Labor Code in respect to employees' wages, hours, and
12 working conditions.

13 149. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of
14 Defendants, and entitled to all benefits under California Laws.

15 150. Labor Code §226(a), in pertinent part, provides: "An employer... at time of each
16 payment of wages, shall furnish each of [its] employees, either as a detachable part of the check,
17 draft, or voucher paying the employees wages or separately when wages are paid by personal check
18 or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked
19 by the employee, ...(5) net wages earned, (6) the inclusive dates of the period for which the
20 employee is paid, and (9) all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee"

22 151. Defendants violated the wage statement requirements of Labor Code § 226 by failing
23 to accurately record Plaintiff and the Aggrieved Employees' respective (1) gross wages earned, (2)
24 net wages earned, and (3) reimbursement of business expenses.

25 152. Defendants have failed to provide timely, accurate itemized wage statements to
26 Plaintiff in accordance with California Labor Code § 226(a).

27 153. As a result of Defendants' failure to provide Plaintiff with timely, accurate itemized
28 wages statements pursuant to Labor Code §226(a), Plaintiff is entitled to penalties pursuant to Labor

1 Code §226(e) which states, “An employee suffering injury as a result of a knowing and intentional
2 failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual
3 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
4 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate
5 penalty of four thousand dollars (\$4,000).”

6 154. As a direct, foreseeable, and proximate result of Defendants’ conduct, as alleged
7 above, Plaintiff has suffered and continues to suffer economic loss. The exact amount of such
8 expenses is presently unknown to Plaintiff and Plaintiff will seek leave of Court to amend this
9 Complaint to set forth the exact amount when it has been ascertained.

10 155. Pursuant to Labor Code §§226(e) and 226(h), Plaintiff requests a reasonable award of
11 attorneys’ fees and costs.

12
13 **NINTH CAUSE OF ACTION**

14 **Failure to Pay Wages Upon Termination**

15 ***[Labor Code §§ 2926, 201, and 203]***

16 **(Against CTC and DOES 1-50)**

17 156. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
18 herein.

19 157. At all relevant times herein, Defendant, DOES 1-50, and each of them, were
20 employers, required to comply with the Labor Code in respect to employees’ wages, hours, and
21 working conditions.

22 158. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of
23 Defendants, and entitled to all benefits under California Laws.

24 159. Labor Code §2926 states that “[a]n employee who is not employed for a specified
25 term and who is dismissed by his employer is entitled to compensation for services rendered up to
26 the time of such dismissal.”

27 160. Labor Code §201 states that “[i]f an employer discharges an employee, the wages
28 earned and unpaid at the time of discharge are due and payable immediately.”

161. Labor Code §203 provides that an employer who willfully fails to pay, without abatement, or reduction, in accordance with sections 201, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action, therefore, is commenced, but the wages shall not continue for more than 30 days.

162. Defendants violated Labor Code §§2926, 201 as they failed to pay Plaintiff and Aggrieved Employees *all earned* wages and premium wages within any time permissible under Labor Code.

163. As a direct result of Defendants failure to pay Plaintiff and Aggrieved Employees for all earned wages and premium wages as the time of termination, Defendants are liable to Plaintiff and Aggrieved Employees pursuant to Labor Code §203, that totals an amount that equals the average daily wage, paid daily, up until all earned wages and premium wages are paid in full, not to exceed thirty (30) days.

164. As a direct, foreseeable, and proximate result of Defendants' conduct, as alleged above, Plaintiff have suffered and continues to suffer economic loss. The exact amount of such loss is presently unknown to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

TENTH CAUSE OF ACTION

Civil Penalties Under The Private Attorney General Act

[Labor Code §2698]

(Against CTC and DOES 1-50)

165. Plaintiff re-alleges the allegations set forth above and incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

166. Plaintiff is an “aggrieved employee” as defined in Labor Code § 2699(c) and brings this cause of action on behalf of herself and other current and former employees, Aggrieved Employees, Defendants for the violation of the Labor Code sections alleged in this pleading.

1 167. As a result of the acts alleged herein, Plaintiff, on behalf of the Aggrieved Employees,
2 seeks the recovery of civil penalties pursuant to Labor Code § 2698, *et seq.*, for the following knowing
3 and intentional violations:

- 4 a. For failing to pay Plaintiff, and Aggrieved Employees, all wages owed in violation of
5 Labor Code §§ 200 *et seq.* and 222.
- 6 b. For failing to reimburse Plaintiff, and Aggrieved Employees, reimbursement of
7 Business Expenses in violation of Labor Code § 2802.
- 8 c. For failing to pay Plaintiff, and Aggrieved Employees all wages on Separation of
9 Employment in violation of Labor Code §§ 201, 202, and 203.
- 10 d. For failing to maintain for, and provide to Plaintiff, and Aggrieved Employees, the
11 accurate, itemized wage statements required by Labor Code § 226.

12 168. The above-referenced civil penalties shall include the recovery of amounts specified
13 in the applicable sections of the California Labor Code, and if not specifically provided, those under
14 § 2699(f). These shall include amounts sufficient to recover unpaid wages, including losses incurred
15 by Plaintiff and other similarly situated employees working for CTC, pursuant to Labor Code §§
16 200 *et seq.*, 2802, 226.3, 2699 subdivisions (a) and (f).

17 169. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect his interests and those of Defendants' other former and current employees, and to assess and
19 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
20 costs, which he is entitled to recover under Labor Code § 2699.

21 **ELEVENTH CAUSE OF ACTION**

22 **Unfair Business Practices**

23 ***[Business and Professions Code § 17200, et seq.]***

24 **(Against CTC and DOES 1-50)**

25 170. Plaintiff re-alleges the allegations set forth above and incorporates by reference all
26 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

27 171. At all relevant times herein, Defendants, DOES 1-50, and each of them, were
28 employers, required to comply with the Labor Code in respect to employees' wages, hours, and

1 working conditions.

2 172. At all relevant times mentioned herein, Plaintiff was a non-exempt employee of
3 Defendants, and entitled to all benefits under California Laws.

4 173. Business and Professions Code § 17200, *et seq.* prohibits unfair competition in the
5 form of any unlawful, unfair, deceptive, or fraudulent business practices.

6 174. Defendants' violations of Labor Code §§ 200, 2802, 226, and other applicable
7 provisions, as alleged herein, including, inter alia, Defendants' failure to compensate Plaintiff for all
8 wages earned, Defendants' failure to reimburse business expenses, and Defendants' failure to
9 provide accurate wage and hour statements, constitute unfair business practices in violation of
10 Business & Professions Code §§ 17200, *et seq.*

11 175. The knowing conduct of Defendants, as alleged herein, constitutes an unlawful and/or
12 fraudulent business practice, as set forth in Business and Professions Code §§ 17200-17208.
13 Specifically, Defendants conducted business activities while failing to comply with the legal
14 mandates herein.

15 176. Defendants' knowing failure to adopt policies in accordance with, and/or to adhere to
16 these laws, all of which are binding upon and burdensome on its competitors, engenders an unfair
17 competitive advantage for Defendants, thereby constituting an unfair business practice, as set forth
18 in Business and Professions Code § 17208.

19 177. Business and Professions Code § 17203 provides that the Court may restore to any
20 person in interest any money or property which may have been acquired by means of such unfair
21 competition.

22 178. As a direct and proximate result of the acts, Plaintiff was injured and suffered the loss
23 of money in the amount of, inter alia, unpaid wages that he was otherwise entitled to receive.

24 179. Plaintiff is entitled to restitution to Business and Professions Code §§ 17203 and
25 17208 for all wages unlawfully withheld as a result of Defendants' unlawful and unfair conduct.

26 180. As a direct, foreseeable, and proximate result of Defendants' conduct, as alleged
27 above, Plaintiff has suffered lost income, employment, and career opportunities, and has suffered
28 and continues to suffer other economic loss. The exact amount of such expenses is presently

1 unknown to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to set forth the
2 exact amount when it has been ascertained.

3 181. These unlawful acts were further encouraged by Defendants and done with a
4 conscious disregard for Plaintiff's rights and with the intent, design, and purpose of injuring Plaintiff.

5 182. Plaintiff's success in this action will enforce important rights affecting the public
6 interest. Plaintiff seeks, and is entitled to, injunctive relief as well as all other appropriate equitable
7 remedies. Injunctive relief is necessary and appropriate to prevent Defendants from repeating the
8 wrongful business practices alleged herein.

9 PRAYER FOR RELIEF

10 Wherefore, Plaintiff, BAO TRUONG, prays for judgment as follows:

- 11 1. For a money judgment representing compensatory damages including lost wages,
12 loss of earning potential, employee benefits, and all other sums of money, together
13 with interest on these amounts; for other special damages;
- 14 2. For declaratory relief reaffirming Plaintiff's equal standing under the law and
15 condemning Defendants for engaging in discriminatory employment practices;
- 16 3. For injunctive relief, preventing and barring Defendants from implementing
17 discriminatory employment policies and engaging in discriminatory employment
18 practices in the future;
- 19 4. For waiting time penalties, and statutory penalties as provided by law, including but
20 not limited to those under Labor Code §§ 201-203, 226, and 2802,
- 21 5. For restitution and disgorgement of all monies wrongfully obtained by Defendants
22 as a result of unlawful and unfair business practices pursuant to Business &
23 Professions Code § 17200, et seq.;
- 24 6. For civil penalties as authorized under the Private Attorneys General Act of 2004
25 (Labor Code § 2698, et seq.), for each and every Labor Code violation committed
26 against Plaintiff and Aggrieved Employees;
- 27 7. For pre-judgment and post-judgment interest as permitted by law;
- 28 8. For punitive damages pursuant to Civil Code § 3294, due to Defendants'

1 oppression, fraud, and malice in engaging in unlawful discrimination, retaliation,
2 wrongful termination or any other basis that the Court finds just and proper;

3 9. For reasonable attorneys' fees pursuant to FEHA Government Code §12965(b),
4 CCP §1021.5, Civil Code §3333, Labor Code §§ 218.5, 226(a), 2802, 2699 and/or
5 any other basis the Court finds just and proper;

6 10. For costs of suit incurred herein, including expert witness fees, pursuant to FEHA
7 Government Code §12965(b), and/or any other basis the Court seems just and
8 proper; and

9 11. For any other relief that the Court finds just and proper.

10
11 DATED: June 26, 2025

K & S LAW GROUP, P.C.

12
13 By: /s/ Omid J. Shirazi
14 Omid J. Shirazi,
15 Attorney for Plaintiff,
16 BAO TRUONG
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

DATED: June 26, 2025

K & S LAW GROUP, P.C.

By: /s/ Omid J. Shirazi
Omid J. Shirazi,
Attorney for Plaintiff,
BAO TRUONG