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Superior Court of California
County of Stanislaus
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This case has been assigned to Judge SONNY S SANDHU
Department 24, for all purposes including Trial.

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

TOMMY LORN JR. RINGER, an
individual,

Plaintiff,

vs.

BORDONA'S OAKDALE FURNITURE,
TV & APPLIANCES, INC., a California
corporation; RONALD BORDONA, an
individual; MARIA MIRANDA, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CV-25-005075

COMPLAINT FOR:

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

- WAGE AND PAY FOR ALL WAGES
EARNED (*Labor Code* §§ 204, 1194
and 1197; IWC Wage Order No. 7);**
- 10. FAILURE TO PAY FOR MEAL
PERIODS NOT PROVIDED (Cal.
Labor Code § 226.7; IWC Wage
Order No. 7);**
- 11. FAILURE TO PAY FOR REST
PERIODS NOT PROVIDED (Cal.
Labor Code § 226.7; IWC Wage
Order No. 7);**
- 12. FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS (Cal. Labor Code
§226);**
- 13. FAILURE TO PAY ALL WAGES
DUE ON TERMINATION (Cal.
Labor Code §203);**
- 14. FAILURE TO ALLOW
INSPECTION OF EMPLOYMENT
RECORDS (Cal. *Labor Code*
§1198.5);**
- 15. UNFAIR COMPETITION (Cal. Bus.
& Prof. Code §§17200 et seq.);**

DEMAND FOR A JURY TRIAL

Tommy Lorn Jr. Ringer (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

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

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* and *Labor Code* violations as against the persons identified herein, occurred in Stanislaus County and because Defendant Bordona's Oakdale Furniture, TV & Appliances, Inc. owned and operated their business in Stanislaus County.

1 **II. PARTIES**

2 3. At all times relevant hereto, Plaintiff Tommy Lorn Jr. Ringer (hereinafter
3 “Plaintiff”) was an individual over age 18 and a resident of Oakdale, California.

4 4. Plaintiff is informed and believes and thereon alleges that at all times material
5 hereto, Defendant Bordona’s Oakdale Furniture, TV & Appliances, Inc. (“BORDONA’S”), has
6 been, and is a California corporation, with a principal place of business at 102 West F Street,
7 Oakdale, CA 95361. At all times material hereto, BORDONA’S has been, and is, a furniture
8 and appliance retailer.

9 5. Plaintiff was employed at BORDONA’S as a Lead Delivery Driver & Installer.
10 Plaintiff is informed and believes and thereon alleges that at all times material hereto
11 BORDONA’S has been authorized to do business and has been doing business in the State of
12 California.

13 6. Plaintiff is informed and believes and thereon alleges that Defendant Ronald
14 Bordona (“Ronald”) is an individual, who at all times relevant herein, was a resident of
15 Stanislaus County. Ronald is an employee of BORDONA’S and he is the son of the
16 owner/manager of BORDONA’S.

17 7. Plaintiff is informed and believes and thereon alleges that Defendant Maria
18 Miranda (“Maria”) (collectively with BORDONA’S and Ronald “Defendants”) is an
19 individual, who at all times relevant herein, was a resident of Stanislaus County. Maria is the
20 General Manager at BORDONA’S and was Plaintiff’s former manager.

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

26 9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
27 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
28

1 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
2 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
3 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
4 individual person who owned, controlled, or managed the business for which Plaintiff worked
5 and/or who directly or indirectly exercised operational control over the working conditions of
6 Plaintiff. These DOE Defendants held ownership, officer, director and/or executive positions
7 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
8 included decision-making responsibility for, and establishment of, disability discrimination
9 practices and policies and wage and hour violations, for Defendants which have damaged
10 Plaintiff. Therefore, Does 1 through 100, in addition to the remaining Defendants, are
11 “employers” as a matter of law and are liable on the causes of action alleged herein pursuant to
12 the Lab. Code’s wage and hour laws and regulations, and FEHA as alleged herein.

13 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
14 through 100 are, and at all times relevant hereto were, persons, corporations or other business
15 entities organized and existing under and by virtue of the laws of the State of California, and
16 are/were qualified to transact and conduct business in the State of California, and did transact
17 and conduct business in the State of California, and are thus subject to the jurisdiction of the
18 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
19 employ persons, conduct business and engage in disability discrimination and wage and hour
20 violations in the County of Stanislaus.

21 11. Plaintiff is further informed and believes, and thereon alleges, that each of the
22 fictitiously named Defendants aided and assisted the named Defendants in committing the
23 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
24 Defendant.

25 **III. PAGA NOTICE**

26 12. Pursuant to the California Labor Code, on or about May 23, 2025, Plaintiff filed
27 a notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue
28 claims against Defendant BORDONA’S under the Private Attorney General Act (PAGA). As

1 such, Plaintiff further reserves the right to amend this Complaint once he completes and
2 complies with the provisions under the law.

3 **IV. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
4 **ACTION**

5 **Employment Information**

6 13. Plaintiff was an employee of BORDONA'S since on or about June 10, 2020.
7 Plaintiff was a Lead Delivery Driver & Installer. He delivered and installed furniture and
8 appliances to customers of BORDONA'S. He also removed customers' old furniture and
9 appliances.

10 14. Throughout his employment with BORDONA'S, Plaintiff worked 5 days per
11 week, 8 or more hours per day. Plaintiff earned \$22.00 per hour.

12 15. The employment by Defendant BORDONA'S of Plaintiff is governed by
13 Industrial Welfare Commission Wage Order No. 7, which covers those persons employed in
14 the mercantile industry.

15 **Disability Discrimination, Harassment and Wrongful Termination**

16 16. Plaintiff was denied a work environment free of disability discrimination,
17 harassment and was targeted for wrongful termination on or about March 14, 2025.

18 17. After about 5 years of working for BORDONA'S, Plaintiff began to experience
19 pain, soreness and tightness in his back. As such, this condition, singularly and in the
20 aggregate, constitutes a physical disability, as that term is defined in *Government Code* §
21 12926(l)(1)(A), (B).

22 18. On or about February 25, 2025, Plaintiff spoke to Maria and explained that he
23 was not feeling well due to his back pain. At that time Plaintiff asked Maria if he and a
24 coworker could be provided back braces.

25 19. Maria told Plaintiff that she would speak with the Human Resources Department
26 ("HR") and get back to him.

27 20. Approximately 1 week later, Maria told Plaintiff that HR said that back braces
28 would not be provided.

1 21. On or about March 14, 2025, Plaintiff was still having issues with his back and
2 he decided to speak with Maria again. He told Maria that he was in a great deal of pain, that he
3 needed a back brace or to at least be allowed to have some time off from delivering furniture
4 and instead work in the warehouse. Maria told Plaintiff that she would speak to HR.

5 22. Approximately 1 hour later, Plaintiff received a text message from Ronald
6 letting him know that BORDONA'S would not provide any medical devices and that he
7 should get a new job if he did not understand this.

8 23. A couple of hours later, Maria had the owner of BORDONA'S on the phone,
9 and Plaintiff was told that although he is a good person, due to what occurred in the morning
10 (Plaintiff requesting a back brace for the second time), he was being terminated.

11 24. BORDONA'S' wrongful termination of Plaintiff was wrongfully motivated by
12 discrimination against him due to his disability.

13 25. At all times material hereto, Defendant BORDONA'S regularly employed five
14 or more persons and therefore is an employer, as that term is defined in *Government Code* §
15 12926(d).

16 26. On May 23, 2025, Plaintiff filed an administrative complaint with the California
17 Civil Rights Department ("CCRD") alleging discrimination and harassment by BORDONA'S,
18 Ronald and Maria. On May 23, 2025, the CCRD issued to Plaintiff a Right to Sue Notice as to
19 BORDONA'S, Ronald and Maria.

20 **Wage and Hour Violations**

21 27. BORDONA'S failed to pay Plaintiff minimum wages.

22 28. BORDONA'S failed to provide Plaintiff with compliant meal breaks.

23 29. BORDONA'S failed to provide Plaintiff with any rest breaks.

24 30. BORDONA'S routinely failed to provide Plaintiff with itemized wage
25 statements that properly and accurately itemized the number of hours he worked at the effective
26 regular rates of pay.

27 31. BORDONA'S failed to pay Plaintiff all wages due on termination.

28 32. Plaintiff was not provided his personnel records.

1 **FIRST CAUSE OF ACTION**

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

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

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

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

9 35. Throughout Plaintiff's employment at BORDONA'S, he was subjected to
10 physical disability discrimination by BORDONA'S' employees, Ronald and Maria.

11 36. BORDONA'S' wrongful discharge of Plaintiff was motivated in substantial part
12 by Plaintiff's physical disability because, among other things, Plaintiff informed BORDONA'S
13 of his back pain and need for a back brace.

14 37. All of the conduct by BORDONA'S was done with the full knowledge and
15 ratification of the management employees of BORDONA'S, and was consistent with the
16 recognized policies and procedures of BORDONA'S, which tolerated and encouraged such
17 discriminatory physical disability conduct.

18 38. BORDONA'S was aware of the discriminatory conduct and did not take
19 effective, good faith action to investigate, remedy, prevent, or stop the physical disability
20 discrimination.

21 39. At all times herein mentioned, BORDONA'S was legally required to refrain
22 from discriminating against and harassing any employee on the basis of physical disability,
23 among other things. Within the time provided by law, Plaintiff filed a complaint with the
24 California Civil Rights Department, in full compliance with these sections, and he received a
25 right to sue letter.

26 40. By wrongfully discharging Plaintiff because of his physical disability,
27 BORDONA'S violated *Government Code* § 12940(a).
28

41. As a direct and proximate result of BORDONA'S' conduct, individually and collectively, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and will continue to lose employment benefits, in an amount within the jurisdiction of this Court, according to proof.

42. As a direct and proximate result of BORDONA'S' actions, Plaintiff has suffered severe and serious injury to his person, all to his damage in the amount of at least \$1,000,000, according to proof.

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

44. BORDONA'S' conduct in discriminating against Plaintiff because of his physical disability subjected him to cruel and unjust hardship in conscious disregard of his rights, as it was anticipated by BORDONA'S, that Plaintiff would be unable to find comparable employment in the foreseeable future. Plaintiff is informed and believes, and thereon alleges, that his wrongful termination by BORDONA'S, was done with the intent to cause him injury. As a consequence of the aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof.

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

SECOND CAUSE OF ACTION

(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against Defendant BORDONA'S and Does 1 through 100)

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

47. The offensive conduct to which Plaintiff was subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 et seq. During

1 his employment, Defendant BORDONA'S violated FEHA, California Government Code
2 §12940 (j), by discriminating against Plaintiff due to his physical disability.

3 48. BORDONA'S' harassment was hostile, abusive, continuous and pervasive to
4 create a hostile work environment for the Plaintiff.

5 49. BORDONA'S' harassment was unwelcome, humiliating, offensive and
6 adversely affected the terms of Plaintiff's employment.

7 50. Plaintiff was subjectively offended by BORDONA'S' conduct and any
8 reasonable person in Plaintiff's position would perceive BORDONA'S' conduct as being
9 offensive, hostile and abusive.

10 51. As a direct result of BORDONA'S' failure to take all reasonable steps necessary
11 to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
12 extreme and severe mental anguish and emotional distress, loss of earnings and earning
13 capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount subject
14 to proof at trial.

15 52. BORDONA'S did the things hereinabove alleged, intentionally, oppressively,
16 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
17 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
18 community.

19 53. All actions of BORDONA'S were known, ratified and approved by the officers
20 or managing agents of BORDONA'S. Therefore, Plaintiff is entitled to punitive or exemplary
21 damages against BORDONA'S in an amount to be determined at the time of trial.

22 54. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an
23 award of attorneys' fees in this action.

24
25 **THIRD CAUSE OF ACTION**

26 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against**
27 **Defendant BORDONA'S and Does 1 through 100)**
28

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

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

7 57. BORDONA'S' adverse actions taken against Plaintiff as set forth herein
8 occurred in retaliation for Plaintiff's disability as hereinabove alleged. Such actions are and
9 were unlawful, discriminatory and retaliatory in violation of Cal. Gov. Code §12940 et seq.,
10 and Cal. Lab. Code §1102.5, and resulted in damages and injury to Plaintiff, as alleged herein,
11 including but not limited to lost wages and benefits.

12 58. As a result of his physical disability, Plaintiff was denied the right to work in an
13 environment free of discrimination and harassment and was wrongfully terminated by
14 BORDONA'S.

15 59. BORDONA'S' retaliatory conduct toward Plaintiff caused him emotional
16 injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem.
17 BORDONA'S' retaliatory conduct was a substantial factor and the proximate cause of
18 Plaintiff's damages.

19 60. Plaintiff's physical disability was the reason BORDONA'S retaliated against
20 him.

21 61. Plaintiff has suffered monetary damages, lost wages and privileges of
22 employment illegally caused by BORDONA'S' discriminatory conduct in an amount subject to
23 proof at trial.

24 62. BORDONA'S' conduct was the proximate cause of the Plaintiff's damages.

25 63. BORDONA'S did the things hereinabove alleged, intentionally, oppressively,
26 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
27
28

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

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

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

8 **FOURTH CAUSE OF ACTION**

9 **(Failure to Prevent Discrimination from Occurring in Violation of Government Code** 10 **§12940(k) - By Plaintiff Against Defendant BORDONA'S and Does 1 through 100)**

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

13 67. BORDONA'S knew or reasonably should have known of Maria and Ronald's
14 propensities for engaging in unlawful, discriminatory and harassing conduct in the workplace,
15 that Maria and Ronald should not have been employed by BORDONA'S and BORDONA'S
16 should have restrained Maria and Ronald from engaging in unlawful, discriminatory and
17 harassing conduct towards Plaintiff based on his disability, and BORDONA'S should have
18 provided training and instruction to Maria and Ronald on the laws pertaining to discrimination
19 and harassment. BORDONA'S failed to take all reasonable steps necessary to prevent the
20 discrimination and harassment from occurring.

21 68. Plaintiff is informed and believes and thereupon alleges that BORDONA'S
22 failed to provide adequate training to their managers and employees.

23 69. BORDONA'S' conduct in subjecting Plaintiff to discriminatory conduct due to
24 Plaintiff's physical disability constituted breach of their duty under FEHA, including the duty to
25 take immediate and appropriate corrective action and to take all reasonable steps to prevent
26 discrimination and retaliation from occurring pursuant to California Government Code Section
27 12940(k).
28

70. BORDONA'S failed to take measures to prevent discrimination and retaliation.

71. As a direct result of BORDONA'S' failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount subject to proof at trial.

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

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

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

FIFTH CAUSE OF ACTION

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

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

76. Beginning in or about February 2025, Plaintiff was harassed by the actions, conduct and comments of BORDONA'S' employees, Ronald and Maria, which actions, conduct and comments combined to create and allow a pattern of discriminatory treatment towards him due to his disability. Defendants' actions constituted a continuing violation of Cal. Gov. Code § 12940, et seq.

77. Defendants wrongfully terminated him due to his physical disability.

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

79. Defendants, and each of them, engaged in retaliatory actions against Plaintiff due to his disability. Because of his disability as aforesaid, Plaintiff was subjected to unfair and hostile treatment by Defendants and each of them.

80. At all times herein mentioned, Defendants, and each of them were legally required to refrain from discriminating against and harassing any employee on the basis of physical disability, among other things. Within the time provided by law, Plaintiff filed a complaint with the CCRD, in full compliance with these sections, and received a right to sue letter.

81. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged in this Complaint. As a direct and proximate result of the conduct of Defendants, and each of them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in an amount subject to proof at trial.

82. Defendants did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in Plaintiff's inability to continue to work in his position was against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

83. All actions of Defendants, and each of them, were known, ratified and approved by the officers or managing agents of Defendant BORDONA'S, and each of them. Therefore, Plaintiff is entitled to punitive or exemplary damages against the Defendants, and each of them, in an amount to be determined at the time of trial.

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

SIXTH CAUSE OF ACTION

(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code §§12940 (m) – By Plaintiff Against Defendant BORDONA’S Does 1 through 100)

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

86. As alleged herein, on or about February 25, 2025 and thereafter, Plaintiff requested that BORDONA'S, make a reasonable accommodation for his physical disability so that he would be able to continue working. BORDONA'S refused said accommodation and refused to discuss any other potential reasonable accommodation it might afford to Plaintiff.

87. By refusing to afford Plaintiff a reasonable accommodation, BORDONA'S violated Government Code § 12940(m).

88. As a direct and proximate result of BORDONA'S' conduct, individually and collectively, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and will continue to lose employment benefits in an amount according to proof.

89. As a direct and proximate result of BORDONA'S' actions, Plaintiff has suffered severe and serious injury to his person, all to his damage in the amount of at least \$1,000,000, according to proof.

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

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

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

SEVENTH CAUSE OF ACTION

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

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

3 94. At all times hereto, FEHA, including in particular Government Code §12940(n),
4 was in full force and effect and was binding on BORDONA’S. This subsection imposes a duty
5 on BORDONA’S to engage in a timely, good faith, interactive process with the employee to
6 determine reasonable accommodation, if any, in response to a request for a reasonable
7 accommodation by an employee with a known physical disability or known medical condition.

8 95. At all relevant times, Plaintiff was a member of a protected class within the
9 meaning of Government Code §12940(a) et seq. because he had a disability, due to injuries
10 suffered, of which BORDONA’S had both actual and constructive notice.

11 96. Plaintiff reported his disability to BORDONA’S, triggering BORDONA’S’
12 obligation to engage in a good faith interactive process with Plaintiff, but at all times herein,
13 BORDONA’S failed and refused to do so.

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

1 98. The above acts of BORDONA’S constitute violations of FEHA, and were a
2 proximate cause of Plaintiff’s damages as stated below.

3 99. BORDONA’S did the things hereinabove alleged, intentionally, oppressively,
4 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
5 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
6 community.

7 100. All actions of BORDONA’S were known, ratified and approved by the officers
8 or managing agents of BORDONA’S. Therefore, Plaintiff is entitled to punitive or exemplary
9 damages against BORDONA’S in an amount to be determined at the time of trial.

10 101. Pursuant to Government Code §12965(c)(6), Plaintiff requests a reasonable
11 award of attorneys’ fees and costs.

12 **EIGHTH CAUSE OF ACTION**

13 **(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 *et seq.*– By** 14 **Plaintiff Against Defendant BORDONA’S and Does 1 through 100)**

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

17 103. Plaintiff alleges that significant policies exist in the State of California that
18 prohibit discrimination, retaliation, wrongfully terminating an employee for requesting
19 accommodation, complaining about discrimination based on disability and being disabled and
20 protesting against unlawful employment practices. Among others, the right to be free from
21 discrimination and retaliation are codified in the California and United States Constitutions and
22 the provisions of Government Code §§12900 *et seq.*

23 104. These policies are set forth in various laws including but not limited to
24 Government Code §§12940 (a), Cal. Const. Art. 1, §8 (employment discrimination).

25 105. BORDONA’S wrongfully terminated Plaintiff in violation of important and
26 well-established public policies, including, but not limited to, policies against employment
27 discrimination based on physical disability.
28

1 106. BORDONA’S, acting through its employees and managers, intentionally created
2 and knowingly permitted the discrimination based on physical disability and discrimination.

3 107. BORDONA’S’ wrongful conduct proximately caused Plaintiff to suffer general,
4 special and statutory damages in an amount within the jurisdiction of this Court, according to
5 proof.

6 108. As a further proximate result of the unlawful acts of BORDONA’S as alleged
7 above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and
8 emotional and physical distress that a reasonable person would suffer upon losing his job. As a
9 result of such actions and consequent harm, Plaintiff has suffered such damages of at least
10 \$1,000,000, according to proof.

11 109. The above acts of BORDONA’S constituted a wrongful termination of Plaintiff
12 and were in violation of public policy as described above. Such termination was a substantial
13 factor in causing damage and injury to Plaintiff as set forth below.

14 110. Plaintiff believes and thereon alleges that engaging in protected activity,
15 including, but not limited to, requesting accommodation, complaining about discrimination and
16 having a physical disability were factors in BORDONA’S’ conduct as alleged hereinabove.

17 111. As a result of BORDONA’S’ conduct, Plaintiff is entitled to recover punitive
18 damages in amount according to proof at trial.

19 112. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an
20 award of attorneys’ fees in this action.

21 **NINTH CAUSE OF ACTION**

22 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
23 **119, IWC Wage Order No. 7 – By Plaintiff Against Defendant BORDONA’S and Does 1**
24 **through 100)**

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

27 114. *Labor Code* § 1197 states the California requirement that employees must be
28 paid at least the minimum wage fixed by the Commission, and any payment of less than the

1 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
2 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
3 the full amount of this minimum wage.” IWC Wage Order No. 7-2001 also obligates employers
4 to pay each employee minimum wages for all hours worked. These minimum wage standards
5 apply to each hour employees worked for which they were not paid. Therefore, an employer’s
6 failure to pay for any particular hour of time worked by an employee is unlawful, even if
7 averaging an employee’s total pay over all hours worked, paid or not, results in an average
8 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
9 (2005).

10 115. Here, Plaintiff was not paid minimum wages that were due to him due to
11 BORDONA’S’ failure to afford compliant meal/rest breaks.

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

15 117. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
16 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
17 *Code* § 1194. Where an employee, such as Plaintiff is not paid for all hours worked under
18 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
19 the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,
20 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
21 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
22 minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
23 (N.D. Cal. 2016).

24 118. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
25 of compensation due and owing to him as a direct result of Defendant BORDONA’S’ unlawful
26 acts and Labor Code violations in the amount of at least \$126,720, to be shown according to
27 proof at trial.

28

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

4 120. Therefore, pursuant to Labor Code §§ 200, 203, 218.5, 226, 558,1194 and
5 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages
6 BORDONA'S owes him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in
7 an amount with the jurisdiction of this Court, according to proof.

8 121. Under *Labor Code* § 1194.2, Plaintiff is entitled to recover as liquidated
9 damages, amounts equal to the wages unlawfully unpaid and interest thereon.

10 **TENTH CAUSE OF ACTION**

11 **(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code § 226.7 – By**
12 **Plaintiff Against Defendant BORDONA'S and Does 1 through 100)**

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

15 123. California Labor Code § 226.7(a) prohibits an employer from requiring an
16 employee to work during any meal period mandated by an applicable Industrial Wage Order.
17 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
18 employee to work during a meal or rest break or recovery period mandated pursuant to an
19 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
20 Commission..."

21 124. California Labor Code § 1198 makes unlawful the employment of an employee
22 under conditions the IWC prohibits.

23 125. IWC Wage Order No. 7 provides, in relevant part: "No employer shall employ
24 any person for a work period of more than five (5) hours without a meal period of not less than
25 30-minutes, except that when a work period of not more than six (6) hours will complete the
26 day's work the meal period may be waived by mutual consent of the employer and the
27 employee."
28

1 126. IWC Wage Order No. 7 further provides, in relevant part: "Unless the employee
2 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
3 'on duty' meal period and counted as time worked."

4 127. Section 512(a) of the California Labor Code provides, in relevant part, that:
5 An employer may not employ an employee for a work period of more than five
6 hours per day without providing the employee with a meal period of not less
7 than 30-minutes, except that if the total work period per day of the employee is
8 no more than six hours, the meal period may be waived by mutual consent of
9 both the employer and employee. An employer may not employ an employee for
10 a work period of more than 10 hours per day without providing the employee
11 with a second meal period of not less than 30-minutes, except that if the total
12 hours worked is no more than 12 hours, the second meal period may be waived
13 by mutual consent of the employer and the employee only if the first meal
14 period was not waived.

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

21 129. BORDONA'S violated Labor Code § 512 and IWC Wage Order No. 7 by
22 failing to provide Plaintiff uninterrupted meal breaks. At times, Plaintiff was required to work
23 during his meal breaks. Further, at times Plaintiff's meal breaks were afforded late. Plaintiff
24 alleges on information and belief that BORDONA'S adjusted the time that he took his meal
25 breaks to show that they were afforded before the fifth hour of work, even when his meal
26 breaks were afforded after the fifth hour of work.

27 130. BORDONA'S further violated IWC Wage Order No. 7 and Labor Code § 226.7
28 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate of pay

1 for each work day that the meal period was not provided, in the amount of \$126,720.00. This
2 amount remains owed and unpaid.

3 131. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

20 132. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
21 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
22 § 226.7(b).

23 133. As a direct and proximate result of BORDONA'S' unlawful conduct as alleged
24 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
25 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
26 statutory damages, attorneys' fees and penalties and other appropriate relief due to
27 BORDONA'S' violations of the California Labor Code and IWC Wage Order No. 7.
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ELEVENTH CAUSE OF ACTION

(Compensation for Required Rest Periods Not Provided - Cal. Lab. Code § 226.7 – By Plaintiff Against Defendant BORDONA’S and Does 1 through 100)

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

135. Labor Code § 226.7 and IWC Wage Order No. 7 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

136. Labor Code § 226.7 and IWC Wage Order No. 7 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

137. BORDONA’S has intentionally and improperly denied any rest periods to Plaintiff in violation of Labor Code § 226.7 and the IWC Wage Order No. 7.

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

139. At all times relevant hereto, BORDONA’S failed to provide rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 7.

140. By virtue of BORDONA’S’ unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in the amount of \$126,720.00.

141. Defendant BORDONA’S further violated IWC Wage Order No. 7, and Cal. Lab. Code §226.7 by failing to pay Plaintiff one hour of pay at his regular rate of pay for each rest period not provided, and thus Plaintiff is owed compensation in an amount according to proof. This amount remains owed and unpaid.

TWELFTH CAUSE OF ACTION

(For Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code §226 – By Plaintiff Against Defendant BORDONA’S and Does 1 through 100)

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

3 143. At all times relevant herein, Defendant BORDONA'S issued payroll statements
4 to Plaintiff which violated Cal. Lab. Code §226(a), in that Defendant BORDONA'S failed to
5 properly and accurately itemize the number of hours he worked at the effective regular rates of
6 pay.

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

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

17 **THIRTEENTH CAUSE OF ACTION**

18 **(Failure to Pay All Wages Due on Termination - Cal. Lab. Code §203 - By Plaintiff**
19 **Against Defendant BORDONA'S and Does 1 through 100)**

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

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

25 148. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
26 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
27 paid, not to exceed thirty days.
28

149. Plaintiff was wrongfully terminated from Defendant BORDONA'S' employ and Defendant BORDONA'S willfully failed to pay Plaintiff wages due to him.

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

151. By willfully failing to pay Plaintiff separate amounts owed for minimum wages and meal/rest breaks not afforded, as set forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, Defendant BORDONA'S is liable to him for penalties pursuant to Cal. Lab. Code § 203, in an amount equal to 30 days of his per diem wage rate in an amount according to proof. Plaintiff requests to recover those waiting time penalties under Labor Code §203.

FOURTEENTH CAUSE OF ACTION

(Failure to Allow Inspection of Employment Records in violation of Cal. Lab. Code §1198.5 - By Plaintiff Against Defendant BORDONA'S and Does 1 through 100)

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

153. California Labor Code Section 1198.5 provides:

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

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

1 employee, or his or her representative, the employer shall also provide a copy of
2 the personnel records ... later than 30 calendar days from the date the employer
3 receives the request...

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

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

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

15 155. On or about May 23, 2025, Plaintiff's counsel issued a written request to
16 BORDONA'S for copies of his personnel records.

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

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

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1 **FIFTEENTH CAUSE OF ACTION**

2 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
3 **§17200 et. seq. – By Plaintiff Against Defendant BORDONA’S and Does 1 through 100)**

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

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

8 160. Defendant BORDONA’S’ conduct as alleged herein has been and continues to
9 be unfair, unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important
10 rights affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
11 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
12 therefore has standing to bring this suit for restitution.

13 161. Paying minimum wages and affording employees meal/rest breaks are
14 fundamental public policies of the State of California. It is also the public policy of this State to
15 enforce minimum labor standards, to ensure that employees are not required or permitted to
16 work under substandard and unlawful conditions, and to protect those employers who comply
17 with the law from losing competitive advantage to other employers who fail to comply with
18 labor standards and requirements.

19 162. Defendant BORDONA’S failed to pay minimum wages, allow Plaintiff to take
20 compliant meal/rest breaks, to issue accurate wage statements and pay all wages on
21 termination.

22 163. Through the conduct alleged herein, Defendant BORDONA’S acted contrary to
23 these public policies and have thus engaged in unlawful and/or unfair business practices in
24 violation of Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights,
25 benefits, and privileges guaranteed to employees under California law.

26 164. Defendant BORDONA’S regularly and routinely violated the following statutes
27 and regulations with respect to Plaintiff:
28

1 Cal. *Labor Code* § 1197 and IWC Wage Order No. 7 (failure to pay minimum
2 wages);
3 Cal. Lab. Code § 226 (failure to provide accurate wage statements to employees
4 at the time of payment);
5 Cal. Lab. Code §§ 201, 202 and 203 (failure to pay wages due on termination);
6 Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 7 (failure to
7 provide meal/rest periods);and
8 Cal. Lab. Code § 1198.5 (failure to allow inspection of personnel records).
9

10 165. By engaging in these business practices, which are unfair business practices
11 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendant BORDONA’S harmed
12 Plaintiff and gained an unfair competitive edge. Under the Business & Professions Code §
13 17203, Plaintiff is entitled to obtain restitution of these funds.

14 **PRAYER FOR RELIEF**

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

- 17 1. For compensatory damages in the amount of unpaid minimum wages due to
18 Plaintiff, in the amount of \$126,720.00;
- 19 2. For compensatory damages for lost wages and employment benefits, in the
20 amount of \$126,720.00, according to proof;
- 21 3. For compensatory damages for physical injury and emotional distress, in an
22 amount according to proof;
- 23 4. For an award of consequential damages, in an amount to be proven at trial;
- 24 5. For general damages in Plaintiff’s favor and against Defendant BORDONA’S,
25 according to proof;
- 26 6. For compensation of one hour at the regular rate of pay for each meal/rest period
27 denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 7, according to proof;
28

- 1 7. For payment of unpaid wages in accordance with California labor and
2 employment law, in the amount of \$126,720.00;
- 3 8. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;
- 4 9. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8,
5 according to proof;
- 6 10. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
7 § 203, in an amount equal to his daily pay rate at the time of termination, multiplied by the total
8 amount of days elapsed between the date of involuntary termination, and/or 72 hours after
9 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
- 10 11. For specific relief enforcing waiting time penalties of 30 days of per diem wages
11 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;
- 12 12. For injunctive relief requiring BORDONA'S to comply with Labor Code
13 §1198.5(b)(1);
- 14 13. For an award of restitution of wages to Plaintiff in an amount equal to the
15 amount of wages owed and unpaid, according to proof;
- 16 14. For prejudgment interest accrued on all due and unpaid minimum wages from
17 the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a),
18 according to proof;
- 19 15. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2, to
20 Plaintiff in an amount equal to the wages unlawfully unpaid and interest thereon;
- 21 16. For punitive and exemplary damages in a sum to be determined at trial;
- 22 17. For reasonable costs, including attorneys' fees, in an amount according to proof
23 pursuant to *Government Code* § 12965(c)(6), *Cal. Labor Code* §§ 218.5, 1194, 1198.5 and/or
24 *California Code of Civil Procedure* § 1021.5, according to proof; and
- 25 18. For such other and further relief as the Court deems just and proper.

26 **DEMAND FOR JURY TRIAL**

27 Plaintiff Tommy Lorn Jr. Ringer hereby respectfully requests a trial by jury for all
28 claims and issues raised in his Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: May 23, 2025

By: Vanya Khanna
Vanya Khanna
Attorneys for Plaintiff
Tommy Lorn Jr. Ringer