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JOUSEPH VARGAS

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

25ST CV 28400

JOUSEPH VARGAS, an individual,
Plaintiff,

v.

SP PLUS CORPORATION, an Illinois
corporation; ADRIAN MALDONADO, an
individual; LAURA HERNANDEZ, an
individual; and DOES 1 through 20, inclusive,
Defendants.

COMPLAINT FOR DAMAGES FOR:

- 1. DISCRIMINATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 2. HARASSMENT IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT
AND RETALIATION IN VIOLATION
OF GOV'T CODE §12940(k);**
- 5. RETALIATION IN VIOLATION OF
LABOR CODE § 98.6;**
- 6. RETALIATION IN VIOLATION OF
LABOR CODE §§1102.5, 1102.6, 6310;**
- 7. WRONGFUL TERMINATION IN
VIOLATION OF THE PUBLIC POLICY;**

8. **FAILURE TO PROVIDE MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§226.7, 512;**
9. **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES IN VIOLATION OF LABOR CODE §2802;**
10. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
11. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203); AND**
12. **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS (CAL. LABOR CODE §§ 226, 1198.5).**

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, JOUSEPH VARGAS, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, JOUSEPH VARGAS (hereinafter "Plaintiff"), is a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant SP PLUS CORPORATION (hereinafter referred to as Defendant "SP") is and was an

1 Illinois corporation doing business in Los Angeles County at 571 W 14th Street, Los Angeles, CA
2 90015.

3 4. The true names and capacities, whether individual, corporate, associate, or otherwise, of
4 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
5 therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
6 complaint to insert the true names and capacities of said Defendants when the same become known to
7 Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously
8 named Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff
9 as alleged hereinafter.

10 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
11 hereto, Defendant SP is a parking management and ground transportation operation company.

12 6. At all times relevant herein, Defendant SP and DOES 1-20 were Plaintiff's employers,
13 joint employers and/or special employers within the meaning of Government Code §§12926,
14 subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five
15 (5) or more persons and are therefore subject to the jurisdiction of this Court.

16 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
17 hereto, Defendant LAURA HERNANDEZ was and is an individual residing of the County of Los
18 Angeles, State of California, and is hereinafter individually referred to as Defendant HERNANDEZ.

19 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
20 hereto, Defendant ADRIAN MALDONADO was and is an individual residing of the County of Los
21 Angeles, State of California, and is hereinafter individually referred to as Defendant MALDONADO.

22 9. Plaintiff shall amend this Complaint to include individual defendants, currently named
23 as DOES 1-20, liable for the harassment cause of action upon learning their full names and they shall
24 collectively be referred to as "INDIVIDUAL DEFENDANTS."

25 10. INDIVIDUAL DEFENDANTS and DOES 1-20 were Plaintiff's manager, corporate
26 agent, supervisor, and/or coworker, at DEFENDANT SP.

27 11. Hereinafter Defendants SP and INDIVIDUAL DEFENDANTS shall be collectively
28 referred to along with all DOE Defendants 1-20 as "Defendants".

1 12. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
3 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
4 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
5 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
6 successor status and/or joint venture and with the permission and consent of each of the other
7 Defendants.

8 13. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and
9 each of them, including those defendants named as DOES 1-20, acted in concert with one another to
10 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
11 another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to
12 Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges,
13 that Defendants, and each of them, including those defendants named as DOES 1-20, and each of them,
14 formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful
15 acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
16 intended to cause and actually causing Plaintiff harm.

17 14. Whenever and wherever reference is made in this complaint to any act or failure to act
18 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
19 and/or failures to act by each Defendant acting individually, jointly and severally.

20 15. Plaintiff has filed the pre-requisite complaints of discrimination, harassment, retaliation,
21 failure to prevent discrimination, harassment and retaliation, failure to prevent the foregoing. failure to
22 provide reasonable accommodation, failure to engage in a good faith interactive process, and wrongful
23 termination under Government Code §§12940, et seq., the California Fair Employment and Housing
24 Act (“FEHA”) with the California Department of Fair Employment and Housing (“DFEH”), and has
25 satisfied Plaintiff’s administrative prerequisites with respect to these and all related filings.
26
27
28

ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER

16. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

17. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, Defendants and DOES 1-20 are, in reality, one and the same, including, but not limited to because:

a. Defendants and DOES 1-20 are completely dominated and controlled by one another, and DOES 1-20 personally committed the frauds and violated the laws as set forth in this complaint, and have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. Defendants and DOES 1-20 derive actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their own personal expenditures.

c. Defendants and DOES 1-20, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

d. Defendants do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. The business affairs of Defendants and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

18. Accordingly, Defendants and DOES 1-20 constitute the alter ego of one another, and the fiction of their separate corporate existence must be disregarded.

19. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendants and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

20. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Defendants or any of them, (1) there is an express or implied agreement of assumption pursuant to which Defendants and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Defendants and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Defendants and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Defendants and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Defendants and/or DOES 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

FACTUAL ALLEGATIONS

21. On November 2023, Defendant SP hired Plaintiff Jouseph Vargas.

22. Defendants' primary business was in the operation and management of parking lots. Plaintiff's position was as a parking lot attendant.

23. Throughout Plaintiff's employment, in violation of Labor Code § 226.7, Plaintiff was not permitted to, nor was he advised of, his right to take his statutory 10-minute rest break for every four hours worked, or majority portion thereof, during his employment—particularly when Plaintiff worked in excess of 8 hours in a day.

1 24. Similarly, in violation of Labor Code § 512, Plaintiff did not receive a uninterrupted 30-
2 minute meal when he worked 5 or more hours, nor did he receive an additional uninterrupted period for
3 days on which Plaintiff worked at least 10 hours, a violation of Labor Code § 512.

4 25. Furthermore, despite the fact that Plaintiff was required to use his own personal cellphone
5 to carry out mandatory tasks during working hours, Defendants failed to sufficiently reimburse Plaintiff
6 for this expense in violation of Labor Code section 2802.

7 26. Defendants also violated Labor Code §§ 204 and 223 when they failed to pay Plaintiff
8 wages for all hours worked paid at least twice during each calendar month to employees as required “by
9 contract” under Labor Code section 223, as well as an improper collection of wages paid to an employee
10 under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist.
11 Mar. 6, 2013). In addition, throughout Plaintiff’s employment, Defendants violated Labor Code §221 by
12 collecting and/or receiving from Plaintiff, part of his wages paid by Defendants.

13 27. Furthermore, Defendants did not provide Plaintiff with timely nor accurate paystubs in
14 compliance with Labor Code § 226, failed to pay all of the Plaintiff’s accrued wages and other
15 compensation due immediately upon termination or within 72 hours of resignation, as required, by Labor
16 Code §§201-203, and also failed to provide Plaintiff with timely and accurate wage and hour statements
17 showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and
18 address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each
19 pay period and the corresponding number of hours worked at each hourly rate by Plaintiff, in violation
20 of Labor Code §§ 1198.5 and 226.

21 28. When Plaintiff began his employment with Defendant SP, a security guard was
22 employed to patrol the premises, a fact that demonstrates Defendant SP's prior knowledge of
23 foreseeable risks and its own assumption of the duty to provide a safe environment for its employees.

24 29. In fact, the premises operated and managed by Defendant SP was a location situated in
25 an area with a known history of criminal activity, such as theft, vandalism, car break-ins, assaults,
26 protests, and loitering.

27 30. Defendants likely had actual knowledge of previous security incidents in the parking lot,
28 such as reports of harassments and property damage suffered by other employees and customers.

1 31. Within months of Plaintiff's employment, Plaintiff's supervisor, Defendant Hernandez,
2 began to ask Plaintiff inappropriate questions related to his marital status and make comments about his
3 appearance.

4 32. Defendant Hernandez engaged in harassing conduct based on discriminatory animus,
5 intentional meanness, bigotry, or other personal motives, and Defendant SP and Defendant Maldonado
6 permitted, encouraged, and ratified the hostile conduct.

7 33. After Plaintiff complained to Defendant SP about Defendant Hernandez's harassing
8 conduct based upon his sex/gender, Defendant Hernandez resigned on or about October 2024.

9 34. Thereafter, Defendant SP and Defendant Maldonado, in violation of California Labor
10 Code § 6310, orchestrated a campaign of harassment and retaliation against Plaintiff designed to punish
11 him for, and ultimately terminate him because of, his repeated protected complaints regarding health
12 and safety hazards in the workplace.

13 35. Plaintiff's complaints were bona fide and concerned serious safety threats, including
14 reports that homeless individuals had broken into and looted an employee's vehicle and that a
15 suspicious person had threatened to abduct a customer's child.

16 36. Plaintiff was forced to personally confront the dangerous conditions he had reported,
17 including intervening with the threatening individuals.

18 37. While attempting to de-escalate the situation and protect customers, Plaintiff was met
19 with hostility that placed him in reasonable apprehension of an immediate battery.

20 38. These incidents confirmed the ongoing and foreseeable risks in the parking lot, a danger
21 the Defendant had previously acknowledged by employing a security guard.

22 39. Defendant's retaliatory intent is demonstrated by the temporal proximity and direct
23 causal link between Plaintiff's ongoing safety complaints and the adverse actions taken against him.

24 40. Specifically, Plaintiff's continued advocacy for a safe environment prompted Defendants
25 to suspend Plaintiff on or about March 6, 2025, and was a motivating factor in his subsequent
26 termination on or about March 18, 2025.

1 41. Defendant Maldonado engaged in harassing conduct based on discriminatory animus,
2 intentional meanness, bigotry, or other personal motives, and Defendants permitted, encouraged, and
3 ratified the hostile conduct.

4 42. Plaintiff's termination was substantially motivated by Plaintiff's sex/gender and/or
5 engagement in protected activities. Defendants' discriminatory animus is evidenced by the previously
6 mentioned facts.

7 43. Defendants' conduct described herein was undertaken, authorized, and/or ratified
8 Defendants' officers, directors and/or managing agents, including, but not limited to Defendants and
9 DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for
10 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
11 undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of
12 said individuals whose actions and conduct were ratified, authorized, and approved by managing agents.

13 44. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
14 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
15 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
16 counseling and treatment, and past and future lost wages and benefits.

17 45. As a result of the above, Plaintiff is entitled to past and future lost wages, commissions,
18 benefits and loss or diminution of earning capacity.

19 46. Plaintiff claims general damages for emotional and mental distress and aggravation in a
20 sum in excess of the jurisdictional minimum of this Court.

21 47. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
22 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
23 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
24 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
25 Court.

FIRST CAUSE OF ACTION
FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST DEFENDANT SP AND DOES 1-20, INCLUSIVE

48. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as though set forth in full herein.

49. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them. Defendants were employers with five or more employees at all relevant times.

50. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

51. As such term is used under FEHA, "on the bases enumerated in this part" means or refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

52. FEHA requires Defendants to refrain from discriminating against an employee on the basis of sex/gender and/or engagement in protected activities.

53. Plaintiff was a member of multiple protected classes as a result of Plaintiff's gender, sex, and engagement in protected activities.

54. At all times relevant hereto, Plaintiff was performing competently in the position Plaintiff held with Defendants.

55. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination, failure to investigate, remedy, and/or prevent discrimination, and constructive termination, and was harmed thereby.

56. Plaintiff is informed and believes that Plaintiff's sex/gender and/or engagement in protected activities, and/or other protected characteristics under Government Code §12926(j), were motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

57. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's damage as stated below.

1 58. The damage allegations of Paragraphs 44 through 47, inclusive, are herein incorporated
2 by reference.

3 59. The foregoing conduct of Defendants individually, or by and through their officers,
4 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
5 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
6 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
7 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
8 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

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

11
12 **SECOND CAUSE OF ACTION**
13 **FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
14 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

15 61. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as
16 though set forth in full herein.

17 62. At all times hereto, the FEHA was in full force and effect and was binding upon
18 Defendants and each of them.

19 63. As such term is used under FEHA, "on the bases enumerated in this part" means or
20 refers to harassment on the bases of one or more of the protected characteristics under FEHA.

21 64. These laws set forth in the preceding paragraph require Defendants to refrain from
22 harassing, or creating, or maintaining a hostile work environment against an employee based upon the
23 employee's sex/gender and/or engagement in protected activities, as set forth hereinabove.

24 65. Defendants' harassing conduct was severe or pervasive, was unwelcome by Plaintiff,
25 and a reasonable person in Plaintiff's circumstances would have considered the work environment to
26 be hostile or abusive.

1 66. Defendants violated the FEHA and the public policy of the State of California which is
2 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of
3 Plaintiff's gender and sex, protected characteristics as set forth hereinabove.

4 67. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants
5 knew or should have known of the conduct but failed to take immediate and appropriate corrective
6 action.

7 68. The above said acts of Defendants constitute violations of the FEHA and violations of
8 the public policy of the State of California. Such violations were a proximate cause in Plaintiff's
9 damage as stated below.

10 69. The damage allegations of Paragraphs 44 through 47, inclusive, are herein incorporated
11 by reference .

12 70. The foregoing conduct of Defendants individually, or by and through their officers,
13 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
14 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
15 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
16 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
17 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

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

20
21 **THIRD CAUSE OF ACTION**

22 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

23 **AGAINST DEFENDANT SP AND DOES 1-20, INCLUSIVE**

24 72. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as
25 though set forth in full herein.

26 73. At all times hereto, the FEHA was in full force and effect and was binding upon
27 Defendants and each of them.

1 74. These laws set forth in the preceding paragraph require Defendants to refrain from
2 retaliating against an employee for engaging in protected activity.

3 75. Plaintiff engaged in the protected activities of complaining about and protesting
4 Defendants' discriminatory and harassing conduct towards Plaintiff based upon Plaintiff's gender and
5 sex, and engagement in protected activities.

6 76. Plaintiff suffered the adverse employment actions of unlawful harassment,
7 discrimination, failure to investigate, remedy, and/or prevent discrimination, and constructive
8 termination, and was harmed thereby.

9 77. Plaintiff is informed and believes that Plaintiff's conduct of complaining about and
10 protesting about Defendants' discriminatory and harassing conduct were motivating reasons and/or
11 factors in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

12 78. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff
13 for attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

14 79. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
15 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or
16 at the direction of, each other Defendant and the other Managers.

17 80. The above said acts of Defendants constitute violations of the FEHA, and were a
18 proximate cause in Plaintiff's damage as stated below.

19 81. The damage allegations of Paragraphs 44 through 47, inclusive, are herein incorporated
20 by reference.

21 82. The foregoing conduct of Defendants individually, or by and through their officers,
22 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
23 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
24 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
25 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
26 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

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

FOURTH CAUSE OF ACTION
FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION
IN VIOLATION OF GOV'T CODE §12940(k)
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

84. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as though set forth in full herein.

85. At all times hereto, the FEHA, including in particular Government Code §12940(k), was in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from occurring.

86. The above said acts of Defendants constitute violations of the FEHA, and were a proximate cause in Plaintiff's damages as stated below.

87. The damage allegations of Paragraphs 44 through 47, inclusive, are herein incorporated by reference .

88. The foregoing conduct of Defendants individually, or by and through their officers, directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

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

1 **FIFTH CAUSE OF ACTION**

2 **RETALIATION**

3 **LABOR CODE §98.6**

4 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

5 90. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as
6 though set forth in full herein.

7 91. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an
8 employee for political activities; for complaining that he or she is owed unpaid wages, for
9 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
10 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
11 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
12 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private
13 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code. Thus,
14 Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating
15 against an employee who, among other things, has exercised her or her rights under that Chapter,
16 including the right to take meal breaks, and/or made a written or oral complaint that he or she is owed
17 unpaid wages. An employee who has been discharged or retaliated against in violation of Labor Code
18 §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten
19 thousand dollars (\$10,000.00) for each violation of that section.

20 92. Plaintiff is informed and believe, and based thereupon allege, that Plaintiff was terminated
21 from Plaintiff's employment with Defendants as a result of Plaintiff's engagement in conduct delineated
22 in Chapter 5 of the Labor Code, including sections 1102.5 and 6310. Defendants' retaliatory animus is
23 evidenced by, among other things, the following facts: Defendant's reduced Plaintiff's wages while he
24 was out on leave and shortly thereafter, terminated Plaintiff for exercising his rights under the Labor
25 Code.

26 93. Defendant's adverse action was taken within 90 days of Plaintiff's protected complaints,
27 thereby creating a rebuttable presumption in favor of Plaintiff's claims.

28 94. Defendants' conduct described herein was undertaken, authorized, and/or ratified by

1 Defendants, and Defendants' officers and/or managing agents, and those identified herein as DOES 1-
2 20, who were authorized and empowered to make decisions that reflect and/or create policy for
3 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
4 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and
5 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
6 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
7 and designated herein as DOES 1-20, inclusive.

8 95. The damage allegations of Paragraphs 44 through 47, inclusive, are herein incorporated
9 by reference.

10 96. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
11 \$10,000.00 for Defendants' violations of Labor Code § 98.6.

12 97. Because the acts taken toward Plaintiff were carried out by managerial employees acting
13 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
14 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
15 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

16
17 **SIXTH CAUSE OF ACTION**

18 **FOR RETALIATION**

19 **IN VIOLATION OF LABOR CODE §§ 1102.5, 1102.6 AND 6310**

20 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

21 98. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as
22 though set forth in full herein.

23 99. At all relevant times, Labor Code §1102.5(a) was in full force and effect and was
24 binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer,
25 from discharging an employee or in any manner discriminating or retaliating against, or taking any
26 adverse action against, an employee because, among other things, the employee disclosed information
27 to a government or law enforcement agency, or to a person with authority over the employee or another
28 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if

1 the employee has reasonable cause to believe that the information discloses a violation of state or
2 federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation,
3 regardless of whether disclosing the information is part of the employee's job duties. Pursuant to Labor
4 Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability
5 company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of
6 this section.

7 100. At all relevant times, Labor Code §6310(a) was in full force and effect and was binding
8 on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from
9 discharging an employee or in any manner discriminating or retaliating against, or taking any adverse
10 action against, an employee because, among other things, the employee made an oral or written
11 complaint with reference to the employee's safety or health.

12 101. Plaintiff reported suspected violations of the Labor Code to Plaintiff's supervisors after
13 his health and safety was placed at risk due to Defendants' failure to impose the proper procedural
14 safeguards, including failing to re-employ security or install alternative security measures.

15 102. Defendants subjected Plaintiff to the adverse employment action, including without
16 limitation, termination because Plaintiff reported the suspected violations of the Labor Code to
17 Plaintiff's supervisors.

18 103. Plaintiff's reports of these violations were a motivating and contributing factor for the
19 adverse employment actions by Defendants against Plaintiff.

20 104. Said conduct violates Labor Code Labor Code §§1102.5, 1102.6, 6310, and such
21 violations were a proximate cause in Plaintiff's damages as hereinabove stated.

22 105. The damage allegations of Paragraphs 44 through 47, inclusive, are herein incorporated
23 by reference.

24 106. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
25 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

26 107. The foregoing conduct of Defendants individually, or by and through their managing
27 agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on
28 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to

1 cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
2 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an
3 amount appropriate to punish or make an example of Defendants.

4
5 **SEVENTH CAUSE OF ACTION**
6 **FOR WRONGFUL TERMINATION**
7 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
8 **AGAINST DEFENDANT SP AND DOES 1-20, INCLUSIVE**

9 108. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as
10 though set forth in full herein.

11 109. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
12 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
13 discriminating against any employee on the basis of disability, medical condition, real or perceived,
14 and use of or anticipated use of medical leave, and from retaliating against any employee who engages
15 in protected activity.

16 110. At all times mentioned in this complaint, it was a fundamental policy of the State of
17 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
18 gender and sex, and engagement in protected activities.

19 111. Plaintiff believes and thereon alleges that Plaintiff's disability, medical condition, real
20 or perceived, and use of or anticipated use of medical leave, and/or engagement in protected activities
21 with respect to these protected classes, and/or some combination thereof, were factors in Defendants'
22 conduct as alleged hereinabove.

23 112. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
24 employment on the basis disability, medical condition, real or perceived, and use of or anticipated use
25 of medical leave, Plaintiff's complaining of harassment and discrimination due to these protected
26 classes, Plaintiff's engagement in protected activity, and/or some combination of these factors, were a
27 proximate cause in Plaintiff's damages as stated below.

1 113. At all times mentioned in this complaint, it was a fundamental policy of the State of
2 California that Defendants cannot discriminate and/or retaliate against any employee in violation of
3 FEHA.

4 114. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's status as
5 a protected member of the class under FEHA was a proximate cause in Plaintiff's damages as stated
6 below.

7 115. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force
8 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
9 employees who complain about unpaid wages and/or attempt to exercise their rights under the Labor
10 Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of
11 individual employees and job applicants who could not otherwise afford to protect themselves from
12 violations of the Labor Code.

13 116. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force
14 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
15 employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a
16 government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's
17 broad public policy interest in encouraging workplace "whistleblowers," who may without fear of
18 retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether
19 the reporting is made to governmental agencies or to the employer itself, and irrespective of whether
20 the employee's suspicions are correct that the challenged conduct actually violates some law. Indeed,
21 the law in California is that an employee's good faith but mistaken belief in the illegality of his co-
22 workers,' supervisor's, and employer's conduct is protected from employer retaliation in the whistle-
23 blowing context.

24 117. Labor Code §6310 declares, in pertinent part, that no person shall discharge, or in any
25 manner discriminate against an employee, because the employee has made any oral or written complaint
26 to his employer with reference to employee safety or health. The public policy underlying Labor Code
27 §6310 is not merely to aid the reporting of actual safety violations; it is to prevent retaliation against those
28 who in good faith report working conditions they believe to be unsafe.

1 118. Labor Code §§6400, et seq., require that every employer shall furnish employment and a
2 place of employment that is safe and healthful for employees.

3 119. When read together, the foregoing statutes establish a fundamental public policy of the
4 State of California requiring employers to provide a safe and secure workplace, including a requirement
5 that an employer take reasonable steps to address credible threats of violence in the workplace.

6 120. Plaintiff believes and thereon alleges that his complaints regarding the safety and health
7 of the place of employment furnished by Defendants were factors in Defendants' decision to retaliate
8 against Plaintiff by refusing to investigate Plaintiff's complaints of harassment and discrimination, by
9 failing to prevent harassment and discrimination, defaming Plaintiff, cutting Plaintiff's hours and pay,
10 and by terminating Plaintiff, as alleged hereinabove.

11 121. Such discrimination and retaliation against Plaintiff who, in good faith, reported working
12 conditions he believed to be unsafe were a proximate cause in Plaintiff's damages as stated below.

13 122. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
14 engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in
15 Plaintiff's damages as stated below.

16 123. The above said acts of Defendants constitute violations of the Government Code, Labor
17 Code, and the public policy of the State of California embodied therein as set forth above. Defendants
18 violated these laws by discriminating and retaliating against Plaintiff and terminating Plaintiff's
19 employment in retaliation for exercise of protected rights.

20 124. The damage allegations of Paragraphs 44 through 47, inclusive, are herein incorporated
21 by reference.

22 125. The foregoing conduct of Defendants individually, or by and through their officers,
23 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
24 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
25 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
26 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
27 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.
28

EIGHTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST BREAKS
IN VIOLATION OF LABOR CODE §§204, 226.7, 512
AGAINST DEFENDANT SP AND DOES 1-20, INCLUSIVE

126. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38, inclusive, as though set forth in full herein.

127. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

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

129. In the four years last past, Plaintiff regularly worked in excess of 7 hours per day, and was thereby entitled to take an uninterrupted 30-minute meal periods and two 10-minute rest periods on each day of work.

130. Defendants failed and refused to provide Plaintiff with uninterrupted rest and meal periods, and failed to compensate Plaintiff for missed or uninterrupted meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001.

131. During the Claim Period, Plaintiff was not permitted and not advised of her right to take one or more of her statutory 10-minute rest periods nor her 30-minute meal breaks for days on which Plaintiff worked for at least five hours, which was each day she worked.

132. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is owed one hour of pay at her then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that he was denied such rest and meal periods.

133. Plaintiff has been deprived of her rightfully earned compensation for meal and rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation, which is considered a wage. (*Naranjo v. Spectrum Security Services*, 13 Cal. 5th 93, 102 (2022).)

1 134. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
2 such amounts in the amount according to proof, pursuant to Labor Code §226.7(b), plus interest thereon
3 and costs of suit.

4 135. Pursuant to Labor Code §218.5, Plaintiff requests a reasonable award of attorneys' fees
5 and costs.

6
7 **NINTH CAUSE OF ACTION**
8 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**
9 **LABOR CODE §2802**
10 **AGAINST DEFENDANT SP AND DOES 1-20, INCLUSIVE**

11 136. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as
12 though set forth in full herein

13 137. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to
14 patronize his or her employer, or any other person, in the purchase of any thing of value."

15 138. Pursuant to Labor Code §2802(a), "an employer shall indemnify his or her employee for
16 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
17 his or her duties, or of his or her obedience to the directions of the employer."

18 139. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the
19 duties required by Defendants, as alleged hereinabove.

20 140. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff
21 for all necessary expenditures incurred in the performance of Plaintiff's duties.

22 141. Defendants have failed and refused to reimburse Plaintiff for all necessary business
23 expenditures, including by using his personal cell phone.

24 142. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
25 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary
26 aforementioned expenditures.

27 143. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
28 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial. In the four years

1 preceding this action, therefore, Defendants have at the very least failed to reimburse Plaintiff for
2 approximately every month Plaintiff worked.

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

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

8
9 **TENTH CAUSE OF ACTION**
10 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
11 **LABOR CODE §§226 ET SEQ.**
12 **AGAINST DEFENDANT SP AND DOES 1-20, INCLUSIVE**

13 146. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as
14 though set forth in full herein

15 147. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
16 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
17 total deductions and net wages earned. An employer who violates these code sections is liable to its
18 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
19 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
20 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
21 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
22 at all.

23 148. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
24 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
25 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

26 149. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
27 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
28 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and

1 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
2 by Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and
3 contained almost none of the required information, including hours actually worked.

4 150. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

5 151. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
6 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
7 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
8 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
9 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
10 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
11 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
12 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

13 152. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
14 §226 approximately 26 times during the one year preceding the filing of this complaint. Consequently,
15 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
16 amount of \$4,000.00, whichever is greater.

17 153. In addition thereto, for Defendant's 26 violations, Defendants are penalized \$50.00 for the
18 first violation, and the remainder of which Defendants are penalized \$100.00 each, for a total due in Labor
19 Code §226.3 penalties of \$25,250.

20 154. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
21 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
22 applicable provisions, as well as attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION
FOR WAITING TIME PENALTIES

LABOR CODE §§201-203
AGAINST DEFENDANT SP AND DOES 1-20, INCLUSIVE

155. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38, inclusive, as though set forth in full herein

156. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and other compensation due immediately upon termination or within 72 hours of resignation, as required. These wages refer to, at a minimum, meal and rest period compensation that Defendants should have paid but did not pay to Plaintiff during the term of her employment and which were, at the latest, due within the time restraints of Labor Code §§201-203.

157. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-203.

158. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff is entitled to payment of her underpaid wages meal and rest periods as previously pleaded herein, and more than \$7,200.00 in wait time penalties, calculated based on 30 days of a regular daily wage of approximately \$240.00.

159. Based on Defendants' conduct as alleged herein, Defendants are liable for \$7,200.00 in statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

TWELFTH CAUSE OF ACTION
FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS
LABOR CODE §§ 226, 1198.5
AGAINST DEFENDANT SP AND DOES 1-20, INCLUSIVE

160. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 43, inclusive, as though set forth in full herein.

161. Labor Code § 1198.5 requires an employer, within thirty (30) days of a written request thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

162. Labor Code § 226 requires an employer, within twenty-one (21) days of a written request thereof, to allow inspection or to provide a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

163. On March 28, 2025, Plaintiff made a written request to inspect or receive a copy of Plaintiff's personnel and payroll records from Defendants, which Defendants received.

164. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within the time required by Labor Code §§226, 1198.5, or ever.

165. As a result of Defendants' failure and refusal to comply with Labor Code § 1198.5, Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

166. As a result of Defendants' failure and refusal to comply with Labor Code § 226(f), Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

167. Pursuant to Labor Code §§ 1198.5(l) and 226(h), Plaintiff requests a reasonable award of attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$8,000,000 as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

2. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;

3. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than \$10,000.00;

1 4. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
2 Civil Code §3287;

3 5. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
4 Labor Code §1194(a);

5 6. For payment of missed rest period compensation pursuant to Labor Code §§226.7, in
6 the amount according to proof;

7 7. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
8 than \$7,200;

9 8. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

10 9. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
11 less than \$51,250.00;

12 10. For prejudgment interest on each of the foregoing at the legal rate from the date the
13 obligation became due through the date of judgment in this matter.

14 11. For injunctive relief barring Defendants' discriminatory employment policies and
15 practices in the future.

16 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
17 amount according to proof, as follows:

18 12. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
19 condemning Defendants' discriminatory practices;

20 13. For injunctive relief barring Defendants' discriminatory employment policies and
21 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

22 14. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
23 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

24 15. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
25 Code and/or any other basis;

26 16. For post-judgment interest; and

27 17. For any other relief that is just and proper.

1
2
3 DATED: September 29, 2025

GUERRA & CASILLAS LLP

4
5 By:


Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
JOUSEPH VARGAS

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7
8
9 **JURY TRIAL DEMANDED**

10 Plaintiff demands trial of all issues by jury.

11 DATED: September 29, 2025

GUERRA & CASILLAS LLP

12
13 By:


Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
JOUSEPH VARGAS