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NICKELE LUIS CHAVEZ TREJO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

NICKELE LUIS CHAVEZ TREJO, an
individual,

Plaintiff,

vs.

JOSEPH J. ALBANESE, INC., a California
corporation; FRANCISCO MOLINA
LUGO, an individual; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 25CV468568

COMPLAINT FOR:

- 1. SEXUAL HARASSMENT IN VIOLATION OF GOVT. CODE §12940(j);**
- 2. HARASSMENT BASED ON SEX IN VIOLATION OF GOVT. CODE §12940 (j);**
- 3. HOSTILE WORK ENVIRONMENT IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 4. RETALIATION IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 5. FAILURE TO PREVENT HARASSMENT FROM OCCURRING IN VIOLATION OF GOVT. CODE §12940(k);**
- 6. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY IN VIOLATION OF GOVT. CODE §12940 *et seq.*;**
- 7. FAILURE TO PAY MINIMUM WAGE AND PAY FOR ALL WAGES EARNED (*Labor Code* §§ 204, 1194 and 1197; IWC Wage Order No. 16);**
- 8. FAILURE TO PROVIDE MEAL PERIODS (*Cal. Labor Code* § 226.7; IWC Wage Order No. 16);**
- 9. FAILURE TO PROVIDE REST PERIODS (*Cal. Labor Code* § 226.7;**

- IWC Wage Order No. 16);
10. FAILURE TO MAINTAIN AND
ISSUE ACCURATE WAGE
STATEMENTS (Cal. *Labor Code*
§226; IWC Wage Order No. 16);
11. FAILURE TO PAY WAGES DUE AT
TERMINATION (Cal. *Labor Code*
§203; IWC Wage Order No. 16);
12. FAILURE TO REIMBURSE
BUSINESS EXPENSES (Cal. *Labor*
Code §2802);
13. FAILURE TO PROVIDE UNIFORM
MAINTENANCE ALLOWANCE
(Cal. *Labor Code* §2802);
14. FAILURE TO PROVIDE SICK
LEAVE (Cal. *Labor Code* §246);
15. FAILURE TO ALLOW
INSPECTION OF EMPLOYMENT
RECORDS (Cal. *Labor Code*
§1198.5);
16. UNFAIR COMPETITION (Cal. *Bus. &*
Prof. Code §§17200 *et seq.*);
17. BATTERY; and
18. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS.

DEMAND FOR A JURY TRIAL

NICKELE LUIS CHAVEZ TREJO (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

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

120. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* violations as against the persons identified herein, occurred in Santa Clara County and because Defendant Joseph J. Albanese, Inc. operated their business in Santa Clara County.

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2 **II. PARTIES**

3 121. At all times relevant hereto, Plaintiff Nickele Luis Chavez Trejo (hereinafter
4 “Plaintiff”) was an individual over age 18 and a resident of San Jose, California.

5 122. Plaintiff is informed and believes and thereon alleges that at all times material
6 hereto, Defendant Joseph J. Albanese, Inc. (“JJA”), has been, and is a California corporation,
7 with a principal place of business at 2450 Walsh Avenue, Santa Clara, California 95051. At all
8 times material hereto, JJA has been, and is a construction company. Plaintiff is informed and
9 believes and thereon alleges that at all times material hereto JJA has been authorized to do
10 business and has been doing business in the State of California.

11 123. Plaintiff is informed and believes and thereon alleges that Defendant Francisco
12 Molina Lugo (“Francisco”) (collectively with JJA “Defendants”) is an individual, who at all
13 times relevant herein, was a resident of Santa Clara County. Francisco is a Foreman at JJA.

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

19 125. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
20 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
21 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
22 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
23 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
24 individual person who owned, controlled, or managed the business for which Plaintiff worked
25 and/or who directly or indirectly exercised operational control over the wages, hours, and
26 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
27 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
28 Defendants, which included decision-making responsibility for, and establishment of, sexual

1 harassment and wage and hour violations for Defendants which have damaged Plaintiff.
2 Therefore, Does 1 through 100, in addition to the remaining Defendants, are “employers” as a
3 matter of law and are liable on the causes of action alleged herein.

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

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

16 **III. PAGA NOTICE**

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

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

24 **Employment Information**

25 129. Plaintiff was an employee of JJA since in or about January 2021. Plaintiff
26 worked as a Laborer for JJA. Plaintiff shoveled concrete, swept concrete and performed other
27 duties. Plaintiff earned \$37.50 per hour. He typically worked 5 days a week, between 8-10 or
28

1 more hours per day. Plaintiff was employed at JJA until September 20, 2024, when he was
2 wrongfully constructively terminated.

3 **Sexual Harassment and Wrongful Constructive Termination**

4 130. Plaintiff was denied a work environment free of sexual harassment and was
5 targeted for wrongful termination on or about September 20, 2025.

6 131. Beginning in or about March 2024, Plaintiff was sexually harassed and by
7 Francisco.

8 132. Francisco always called Plaintiff "Baby." Whenever Francisco wanted to speak
9 to Plaintiff or ask him something he would tell Plaintiff "You know I love you, baby."
10 Plaintiff would always tell Francisco to stop talking to him like that, but Francisco never
11 listened.

12 133. On or about September 13, 2024, Francisco rammed his hand into Plaintiff's
13 rear and testicles and then spoke some sexual words to Plaintiff. Plaintiff was shocked and
14 gave Francisco an angry look. Francisco had previously done the same thing to another
15 employee.

16 134. As a result of the harassment, Plaintiff suffered emotional distress. Plaintiff
17 started drinking after he had stopped for nearly a year, he began to have issues at home, started
18 having suicidal thoughts, began taking medication and attending therapy.

19 135. Plaintiff was forced to resign from his position because he felt very threatened
20 by Francisco.

21 136. On or about October 3, 2024, Plaintiff sent a letter to HR detailing the sexual
22 harassment and the reason why he was not returning to his position. JJA never responded to
23 Plaintiff's letter.

24 137. At all times material hereto, JJA regularly employed five or more persons and
25 therefore are employers, as that term is defined in *Government Code* § 12926(d).

26 138. On June 18, 2025, Plaintiff filed an administrative complaint with the California
27 Civil Rights Department ("CCRD") alleging sexual harassment by JJA and Francisco. On June
28 18, 2025, the CCRD issued to Plaintiff a Right to Sue Notice as to JJA and Francisco.

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147. JJA failed to provide Plaintiff with his requested employment records.

150. JJA and/or their foreman, Francisco, sexually harassed Plaintiff. The harassment was sufficiently pervasive and severe as to alter the conditions of employment and create a hostile work environment.

1 151. As a proximate result of this sexual harassment in violation of public policy,
2 Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe
3 emotional distress, worry, fear, and special damages (including lost wages) all to his special
4 and general damage, in the amount of at least \$1,000,000, according to proof at the time of
5 trial.

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

8 153. All actions of JJA and Francisco were known, ratified and approved by the
9 officers or managing agents of JJA. Therefore, Plaintiff is entitled to punitive or exemplary
10 damages against Defendants JJA and Francisco in an amount to be determined at the time of
11 trial.

12 **SECOND CAUSE OF ACTION**

13 **(Harassment in Violation of Government Code § 12940(j) - By Plaintiff Against all** 14 **Defendants and Does 1 through 100)**

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

17 155. The FEHA explicitly prohibits any employer or any other person from harassing
18 an employee because of race, religious creed, color, national origin, ancestry, physical
19 disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
20 *Gov. Code § 12940(j).*

21 156. JJA was at all times material herein Plaintiff's employer pursuant to
22 Government Code §§ 12940(d) and 12940(j)(4) and was therefore barred from harassing their
23 employees in violation of Government Code § 12940(j).

24 157. Defendants' harassment, as set forth above, created an abusive working
25 environment in violation of Government Code § 12940(j). JJA and/or their employee,
26 Francisco, harassed Plaintiff and/or failed to take immediate and appropriate corrective action.
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1 The harassment was sufficiently pervasive and severe as to alter the conditions of employment
2 and to create a hostile or abusive work environment.

3 158. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
4 emotional distress and physical symptoms, pain and suffering, has lost income and related
5 benefits, past and future, and medical expenses, all to his damage in an amount within the
6 jurisdiction of this Court, according to proof.

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

9 160. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
10 and/or managing agents/employees of Defendant JJA acting in an oppressive, fraudulent and
11 malicious manner in order to injure or damage Plaintiff, thereby justifying an award to his of
12 punitive damages.

13 **THIRD CAUSE OF ACTION**

14 **(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against** 15 **Defendant JJA and Does 1 through 100)**

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

18 162. The offensive conduct to which Plaintiff was subjected constitutes a hostile
19 work environment in violation to FEHA, California Government Code §12940 et seq. During
20 his employment, JJA violated FEHA, California Government Code §12940 (j), by allowing
21 sexual harassment by their employees.

22 163. JJA's harassment was hostile, abusive, continuous and pervasive to create a
23 hostile work environment for the Plaintiff.

24 164. JJA's harassment was unwelcome, humiliating, offensive and adversely affected
25 the terms of Plaintiff's employment.

26 165. Plaintiff was subjectively offended by JJA's conduct and any reasonable person
27 in Plaintiff's position would perceive JJA's conduct as being offensive, hostile and abusive.
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166. As a direct result of JJA's failure to take all reasonable steps necessary to prevent sexual harassment, 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 at least \$1,000,000, subject to proof at trial.

167. JJA 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.

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

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

FOURTH CAUSE OF ACTION

(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against Defendant JJA and Does 1 through 100)

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

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

172. As a result of the harassment, Plaintiff was denied the right to work in an environment free of harassment discrimination and was wrongfully constructively terminated by JJA.

1 173. JJA's retaliatory conduct toward Plaintiff caused him emotional injury,
2 including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. JJA's
3 retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.

4 174. Plaintiff's complaints concerning harassment was the reason JJA retaliated
5 against him.

6 175. Plaintiff has suffered monetary damages, lost wages and privileges of
7 employment illegally caused by JJA's harassment in an amount within the jurisdiction of this
8 court, according to proof.

9 176. JJA's conduct was the proximate cause of the Plaintiff's damages.

10 177. JJA did the things hereinabove alleged, intentionally, oppressively, and
11 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
12 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
13 community.

14 178. All actions of JJA were known, ratified and approved by the officers or
15 managing agents of JJA. Therefore, Plaintiff is entitled to punitive or exemplary damages
16 against the JJA in an amount to be determined at the time of trial.

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

19 **FIFTH CAUSE OF ACTION**

20 **(Failure to Prevent Harassment from Occurring in Violation of Government Code**
21 **§12940(k) - By Plaintiff Against Defendant JJA and Does 1 through 100)**

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

24 181. Plaintiff alleges that JJA violated Government Code §12940(k) by failing to take
25 all reasonable steps to prevent harassment from occurring.

26 182. JJA's conduct in subjecting Plaintiff to sexual harassment constituted breach of
27 their duty under FEHA, including the duty to take immediate and appropriate corrective action
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1 and to take all reasonable steps to prevent the sexual harassment and retaliation from occurring
2 pursuant to California Government Code Section 12940(k).

3 183. JJA knew or reasonably should have known of Francisco's propensities for
4 engaging in unlawful, harassing conduct in the workplace, and JJA should have restrained
5 Francisco from engaging in unlawful, harassing conduct towards Plaintiff. JJA failed to take all
6 reasonable steps necessary to prevent the retaliation and harassment from occurring.

7 184. Plaintiff is informed and believes and thereupon alleges that JJA failed to
8 provide adequate training to their foreman to prevent sexual harassment from occurring.

9 185. JJA's conduct was the proximate cause of Plaintiff's damages.

10 186. As a direct result of JJA's failure to take all reasonable steps necessary to
11 prevent sexual harassment and disability discrimination, Plaintiff has suffered and will continue
12 to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of
13 earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages
14 in the amount of at least \$1,000,000, according to proof at trial.

15 187. JJA did the things hereinabove alleged, intentionally, oppressively, and
16 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.

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

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

24 **SIXTH CAUSE OF ACTION**

25 **(Wrongful Constructive Termination in Violation of Public Policy, Govt. Code §§12940 et**
26 **seq. – By Plaintiff Against Defendant JJA and Does 1 through 100)**

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

3 191. Plaintiff alleges that significant policies exist in the State of California that
4 prohibit sexual harassment, retaliation, wrongfully constructively terminating an employee due
5 to complaints about harassment and protesting against unlawful employment practices. Among
6 others, the right to be free from harassment and retaliation are codified in the California and
7 United States Constitutions and the provisions of Government Code §§12900 *et seq.*

8 192. These policies are set forth in various laws including but not limited to
9 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment
10 discrimination).

11 193. JJA, acting through their foreman, intentionally created and knowingly
12 permitted the harassment and discrimination.

13 194. JJA wrongfully constructively terminated Plaintiff in violation of important and
14 well-established public policies, including, but not limited to, policies against harassment.

15 195. JJA's wrongful conduct proximately caused Plaintiff to suffer general, special
16 and statutory damages in an amount within the jurisdiction of this Court, according to proof.

17 196. As a further proximate result of the unlawful acts of JJA as alleged above,
18 Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional
19 and physical distress that a reasonable person would suffer upon losing his job. As a result of
20 such actions and consequent harm, Plaintiff has suffered such damages of at least \$1,000,000,
21 subject to proof.

22 197. The above acts of JJA constituted a wrongful constructive termination of
23 Plaintiff and were in violation of public policy as described above. Such termination was a
24 substantial factor in causing damage and injury to Plaintiff as set forth below.

25 198. Plaintiff believes and thereon alleges that engaging in protected activity,
26 including, but not limited to, complaining about harassment was the reason for Plaintiff's
27 wrongful constructive termination.

28

199. As a result of JJA's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

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

SEVENTH CAUSE OF ACTION

**(Failure to Pay Minimum Wages in violation of Labor Code §§1194, 1197, 1197.1, 1198,
119 and Wage Order No. 16 by Plaintiff Against Defendant JJA and Does 1-100)**

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

202. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 16-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

103. California Labor Code section 558 provides in pertinent part:

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

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

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was

1 underpaid in addition to an amount sufficient to recover underpaid
2 wages.

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

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

7 106. Here, Plaintiff was not paid minimum wages that were due to him since JJA and
8 Francisco failed to provide compliant meal/rest breaks.

9 107. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
10 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
11 wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

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

20 109. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
21 of compensation due and owing to him as a direct result of Defendant JJA's unlawful acts and
22 Labor Code violations in the amount of at least \$144,000, to be shown according to proof at
23 trial.

24 110. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
25 wages against employers and those individuals acting in their behalf. Plaintiff requests that this
26 Court assess said penalty against Defendant JJA, in an amount to be proven at trial.

27 111. Therefore, pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, 1194 and
28 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages JJA owes

1 him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in an amount according
2 to proof.

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

5 **EIGHTH CAUSE OF ACTION**

6 **(Failure to Pay for Meal Periods not Provided in violation of Labor Code §§ 226.7, 512,**
7 **IWC Wage Order No. 16 By Plaintiff Against Defendant JJA and Does 1 through 100)**

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

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

16 115. California Labor Code §1198 makes unlawful the employment of an employee
17 under conditions the IWC prohibits.

18 116. IWC Wage Order No. 16 provides, in relevant part: "No employer shall employ
19 any person for a work period of more than five (5) hours without a meal period of not less than
20 30-minutes, except that when a work period of not more than six (6) hours will complete the
21 day's work the meal period may be waived by mutual consent of the employer and the
22 employee."

23 117. The applicable Wage Order further provides, in relevant part: "Unless the
24 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
25 considered an 'on duty' meal period and counted as time worked."

26 118. Section 512(a) of the California Labor Code provides, in relevant part, that:
27 An employer may not employ an employee for a work period of more than five
28 hours per day without providing the employee with a meal period of not less

1 than 30-minutes, except that if the total work period per day of the employee is
2 no more than six hours, the meal period may be waived by mutual consent of
3 both the employer and employee. An employer may not employ an employee for
4 a work period of more than 10 hours per day without providing the employee
5 with a second meal period of not less than 30-minutes, except that if the total
6 hours worked is no more than 12 hours, the second meal period may be waived
7 by mutual consent of the employer and the employee only if the first meal
8 period was not waived.

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

15 120. California Labor Code section 558 provides in pertinent part:

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

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

24 (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was
26 underpaid in addition to an amount sufficient to recover underpaid
27 wages.

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

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

1 123. Defendant JJA violated Labor Code § 512 and IWC Wage Order No. 16 by
2 failing to provide Plaintiff the requisite 30-minute meal periods, required by law. Plaintiff's
3 meal breaks were afforded late; after the fifth hour of work.

4 124. Defendant JJA further violated IWC Wage Order No. 16 and Labor Code §
5 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate
6 of pay for each work day that the meal period was not provided, in the amount of at least
7 \$144,000, according to proof. This amount remains owed and unpaid.

8 125. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
9 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
10 § 226.7(b).

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

16 **NINTH CAUSE OF ACTION**

17 **(Failure to Provide Rest Breaks Labor Code §226.7 and IWC Wage Order No. 16– By**
18 **Plaintiff Against Defendant JJA and Does 1 through 100)**

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

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

24 129. Labor Code § 226.7 and IWC Wage Order No. 16 provide that if an employer
25 fails to provide an employee with rest periods in accordance with those provisions, the
26 employer shall pay the employee one hour of pay at the employee's regular rate of
27 compensation for each workday that the rest periods were not so provided.

28 130. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

17 131. Defendants JJA and Francisco violated Labor Code § 512 and IWC Wage Order
18 No. 16 by failing to provide Plaintiff the requisite 10-minute rest periods, required by law. At
19 times, Plaintiff was not afforded any rest breaks.

20 132. Defendant JJA has intentionally and improperly denied any rest periods to
21 Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 16.

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

23 134. At all times relevant hereto, Defendant JJA failed to provide rest periods as
24 required by Labor Code § 226.7 and IWC Wage Order No. 16.

25 135. By virtue of Defendant JJA's unlawful failure to provide rest periods to the
26 Plaintiff, Plaintiff has suffered, and will continue to suffer, damages the amount of at least
27 \$138,528.00, according to proof at trial.

28 **TENTH CAUSE OF ACTION**

**(Failure to Maintain and Issue Accurate Wage Statements Labor Code §226 By Plaintiff
Against Defendant JJA and Does 1 through 100)**

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

137. At all times relevant hereto, Defendant JJA failed to issue payrolls statements to Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did not properly and accurately itemize the number of hours Plaintiff worked at the effective regular rates of pay and the effective minimum wages and for meal/rest breaks not afforded.

138. Further, Plaintiff's wage statements do not contain the company name and address.

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

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

ELEVENTH CAUSE OF ACTION

**(Failure to Pay Wages Upon Termination in violation of Labor Code §§201-203 By
Plaintiff Against Defendant JJA and Does 1 through 100)**

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

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

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

1 144. Plaintiff was discharged from Defendant JJA's employ and Defendant JJA
2 willfully failed to pay Plaintiff wages due him.

3 145. Defendant JJA wrongfully terminated Plaintiff on September 20, 2024, yet
4 failed to pay him wages due to him.

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

7 **TWELFTH CAUSE OF ACTION**

8 **(Failure to Reimburse Business Expenses in violation of Cal. Labor Code §2802 By**
9 **Plaintiff Against Defendant JJA and Does 1 through 100)**

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

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

14 149. At all times relevant herein, Defendant JJA was aware that Plaintiff was using
15 his cell phone and vehicle for business, but failed to indemnify Plaintiff for all his business-
16 related expenses, in accordance with Labor Code §2802.

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

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

22 **THIRTEENTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE A UNIFORM MAINTENANCE ALLOWANCE**
24 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

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

27 153. Under California law, if an employer requires employees to wear a uniform, the
28 employer must pay for and maintain the uniform for the employee. Labor Code

1 §2802.

2 154. An employer may never impose a financial burden on employees, with respect
3 to paying for and maintaining clothing, which would reduce the employees' wage rate below
4 the minimum wage.

5 155. Here, Defendant JJA required Plaintiff to wear boots as part of his uniform.
6 However, Plaintiff was required to purchase the boots and was not reimbursed therefor.

7 156. Defendant JJA failed to reimburse Plaintiff for business expenses.

8 157. As a proximate result of the aforementioned violations of Labor Code § 2802,
9 Plaintiff has been damaged in an amount according to proof at the time of trial.

10 158. As a proximate result of the aforementioned violations of § 2802, Plaintiff is
11 entitled to recovery from Defendant JJA for reimbursement of necessary expenditures
12 including interest and attorneys' fees.

13 **FOURTEENTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE SICK LEAVE**

15 **(Cal. Labor Code §246 By Plaintiffs Against Defendant JJA and Does 1 through 100)**

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

18 160. Although California Labor Code section 246 required it, Plaintiff did not accrue
19 paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the
20 commencement of employment.

21 161. Although California Labor Code section 246 required it, Defendant JJA did not
22 accrue paid sick days at a regular basis that would have provided at least 24 hours of accrued
23 sick leave or paid time off by the 120th calendar day of employment or each calendar year, or
24 in each 12-month period.

25 162. Here, Defendant did not separately provide paid sick days. Plaintiff's paystubs
26 do not show any sick pay balance, accrual or pay.

27 163. Because Defendant JJA failed to properly accrue sick time on behalf of Plaintiff
28 in compliance with the law, Defendant JJA is liable to Plaintiff for payment at the regular rate

1 of compensation for each sick time period that Defendant JJA did not provide sick pay,
2 pursuant to Labor Code section 246.

3 164. Defendant JJA's unlawful acts deprived Plaintiff of sick pay in amounts to be
4 determined at trial, and they are entitled to recover these amounts, with interest, attorneys'
5 fees, and costs.

6 **FIFTEENTH CAUSE OF ACTION**

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

8 **(Cal. Labor Code §1198.5 By Plaintiff Against Defendant JJA and Does 1 through 100)**

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

11 166. California Labor Code Section 1198.5 provides:

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

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

27 (k) If an employer fails to permit a current or former employee, or his or her
28 representative, to inspect or copy personnel records within the times specified I

1 this section... the current or former employee may recover a penalty of seven
2 hundred fifty dollars (\$750) from the employer.

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

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

10 168. On or about June 18, 2025, Plaintiff's counsel issued a written request to JJA for
11 copies of his personnel records.

12 169. Under California Labor Code Sections 226, 432 and 1198.5, such records were
13 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
14 Plaintiff's counsel and Defendant JJA did not enter into an agreement to enlarge the time for
15 Defendants' compliance, and Defendant JJA has failed and refused to permit Plaintiff copies of
16 his records.

17 170. As a direct result and consequence of Defendant JJA's failure and refusal to
18 permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order
19 or decree mandating Defendant JJA's compliance. Plaintiff has suffered and will suffer harm as
20 a result of Defendant JJA's ongoing refusal to comply. Plaintiff also seeks recovery of the
21 statutory penalty of \$750 based upon Defendant JJA's violation of §1198.5.

22 **SIXTEENTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

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

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

1 172. *Business & Professions Code* §§ 17200 *et seq.* prohibit acts of unfair
2 competition, which mean and include “unlawful and unfair business practices.”

3 173. Defendant JJA’s conduct as alleged herein has been and continues to be unfair,
4 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
5 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5. Plaintiff
6 is a “person” within the meaning of *Business and Professions Code* § 17204 and therefore has
7 standing to bring this suit for restitution.

8 174. The prompt payment of minimum wages, affording of meal/rest breaks and
9 reimbursing business expenses, providing a uniform maintenance allowance and providing sick
10 leave are fundamental public policies of California. It also is the public policy of California to
11 enforce minimum labor standards to ensure that employees are not required to or permitted to
12 work under substandard and unlawful conditions and to protect those employers who comply
13 with the law from losing competitive advantage to other employers who fail to comply with
14 labor standards and requirements.

15 175. Through the conduct alleged herein, Defendant JJA acted contrary to these
16 public policies and have thus engaged in unlawful and/or unfair business practices in violation
17 of *Business & Professions Code* §§ 17200 *et seq.*, depriving Plaintiff of the rights, benefits and
18 privileges guaranteed to employees under California law.

19 176. Defendant JJA regularly and routinely violated the following statutes and
20 regulations with respect to Plaintiff:

- 21 (a) *Labor Code* §§ 1197 and IWC Wage Order No. 16 as amended (failure
22 to pay minimum wages);
23 (b) *Labor Code* §226 (failure to afford meal breaks);
24 (c) *Labor Code* §226 (failure to afford rest breaks);
25 (d) *Labor Code* § 226 (failure to provide accurate wage statements to
26 employees at the time of payment of wages);
27 (e) *Labor Code* §§ 201-203 (failure to pay wages on termination);
28

- 1 (h) *Labor Code* § 2802 (failure to reimburse business expenses);
2 (i) *Labor Code* § 2802 (failure to provide uniform maintenance allowance);
3 (j) *Labor Code* 246 (failure to provide sick leave); and
4 (j) *Labor Code* §1198.5 (failure to allow inspection of employment
5 records).

6 177. By engaging in these business practices, which are unfair business practices
7 within the meaning of *Business & Professions Code* §§17200 *et seq.*, Defendant JJA harmed
8 Plaintiff and gained an unfair competitive edge. Under the *Business & Professions Code* §
9 17203, Plaintiff is entitled to obtain restitution of these funds.

10 **SEVENTEENTH CAUSE OF ACTION**

11 **(Battery By Plaintiff Against all Defendants and Does 1 through 100)**

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

14 179. To establish a claim for battery, a plaintiff must show all of the following: (1)
15 that the defendant touched the plaintiff or caused the plaintiff to be touched with the intent to
16 harm or offend them; (2) that the plaintiff did not consent to the touching; and (3) that the
17 plaintiff was harmed by the defendant's conduct. (CACI No. 1300.)

18 180. Further, an employer is liable for the wrongful acts of its employees, particularly
19 when the employee is acting within the scope of their employment. (*See* Cal. Civ. Code § 2338;
20 *see also* CACI No. 3701.)

21 181. On or about September 13, 2024, Francisco rammed his hand into Plaintiff's
22 rear and testicles, without his consent.

23 182. Accordingly, Defendant Francisco's conduct as alleged herein was purposeful
24 and intentional and was engaged in for the purposes of causing offense, and was despicable
25 conduct that subjected Plaintiff to cruel and unjust hardship in conscious disregard of his rights,
26 and was performed with fraud, oppression or malice so as to justify an award of exemplary or
27 punitive damages against Defendants in an amount according to proof at trial.
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183. As a direct and proximate result of the above reference acts and omissions by Defendants, Plaintiff has suffered actual, special, and general damages, all to his detriment in amounts to be determined at trial.

EIGHTEENTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress against all Defendants and Does 1 through 100)

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

185. Plaintiff is informed and believes, and thereon alleges, that Defendants' actions were intentional, extreme, and outrageous.

186. Plaintiff is further informed and believes, and thereon alleges, that such actions were done with the intent to cause serious emotional distress or with reckless disregard of the probability of causing Plaintiff serious emotional distress.

187. As a direct, legal and proximate result of Defendants' actions, Plaintiff suffered severe emotional distress which might have caused him to sustain severe, serious and permanent injuries to his person, all to his damage in a sum to be shown according to proof.

188. As a direct, legal and proximate result of Defendants' aforesaid actions, Plaintiff may be compelled to employ the services of hospitals, physicians and surgeons, nurses, and the like, to care for and treat him, and may incur future hospital, medical, professional and incidental expenses, all to Plaintiff's damage in a sum to be shown according to proof.

189. As a direct, legal and proximate result of the aforesaid tortious conduct of Defendants, Plaintiff may be prevented from engaging in his usual occupation, thereby sustaining a loss of income, in the amount of at least \$1,000,000, according to proof.

190. Defendants, and each of them, committed the acts herein alleged maliciously fraudulently, and oppressively, and with reckless disregard for Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner, entitling Plaintiff to recover punitive damages

1 from the Defendants in an amount sufficient to deter such conduct in the future and according
2 to proof.

3 **PRAYER FOR RELIEF**

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

- 6 1. For compensatory damages in the amount of unpaid minimum wages due to
7 Plaintiff, in the amount of at least \$144,000.00, according to proof;
- 8 2. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
9 workday that a meal and/or rest period was not provided;
- 10 3. For payment of unpaid wages in accordance with California labor and
11 employment law;
- 12 4. For an award of consequential damages in Plaintiff's favor and against
13 Defendants, in an amount to be proven at trial;
- 14 5. For actual, special, and general damages due to Defendants' assault and battery,
15 according to proof;
- 16 6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
- 17 7. For compensatory damages in the amount of Plaintiff's out of pocket expenses
18 and/or reimbursement of monies incurred while performing Defendants JJA's business-related
19 duties, plus interest, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
- 20 8. For sick pay;
- 21 9. For compensatory damages in the amount of Plaintiff's uniform maintenance
22 expenses, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
- 23 10. Pursuant to Labor Code § 203, for an additional sum according to proof equal of
24 up to 30 days wages for each violation, as a premium for unpaid wages to Plaintiff;
- 25 11. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
26 §203, in an amount equal to his respective daily rates of pay at the time of termination or
27 layoff, multiplied by the total amount of days elapsed between the date of the involuntary
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1 termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30
2 days' pay, according to proof;

3 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
4 pursuant to *Cal. Bus. & Prof. Code* §17200, according to proof;

5 13. For prejudgment interest accrued on all due and unpaid minimum wages from
6 the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a),
7 according to proof;

8 14. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 210, according
9 to proof;

10 15. For reasonable costs, including attorneys' fees, in an amount according to proof
11 pursuant to, *inter alia*, *Government Code* § 12965(c)(6), *Cal. Labor Code* §§1194, 218.5,
12 218.6, 1198.5(1), 2802 and/or *Cal. Code of Civ. Proc.* §1021.5;

13 16. For an award of restitution of wages to Plaintiff in an amount equal to the
14 amount of wages owed and unpaid, according to proof;

15 17. For injunctive relief ordering the continuing unfair business acts and practices to
16 cease, as the Court deems just and proper;

17 18. For other injunctive relief ordering Defendant JJA to notify Plaintiff that he has
18 not been paid the proper amounts in accordance with California law;

19 19. For injunctive relief requiring Defendant JJA to comply with Labor Code
20 1198.5(b)(1);

21 20. That a penalty be assessed against Defendant in the sum of \$750.00 pursuant to
22 Labor Code §1198.5(k);

23 21. For compensatory damages for physical and emotional distress, in at least
24 \$1,000,000, subject to proof;

25 22. For past and future medical expenses, according to proof;

26 23. For punitive and exemplary damages in a sum to be determined at trial;

27 24. For costs of suit, generally and pursuant to *Code of Civil Procedure* §1021.5;

28 25. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff Nickele Luis Chavez Trejo hereby respectfully requests a trial by jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: June 18, 2025

By: Vanya Khanna
Vanya Khanna
Attorneys for Plaintiff
Nickele Luis Chavez Trejo