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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Elizabeth Fernandez, Deputy

LISA BLANCO JIMENEZ (SBN: 234671)
NEUMILLER & BEARDSLEE
A PROFESSIONAL CORPORATION
Mailing: P.O. Box 20
Stockton, CA 95201-3020
Office: 3121 W. March Lane, Suite 100
Stockton, CA 95219
Telephone: (209) 948-8200
E-mail: ljimenez@neumiller.com

\$1,435.00 Paid

ROBERTO JIMENEZ, JR. (SBN: 329050)
JIMENEZ LEGAL
Mailing: 4719 Quail Lakes Dr.
Suite G #3211
Stockton, CA 95207
Office: 345 E. Channel St.
Stockton, CA 95202
Telephone: (209) 800-6291
E-mail: Roberto@JimenezLG.com

This case has been assigned to Judge John D Freeland
Department 23, for all purposes including Trial.

Attorneys for Plaintiff JOSE LUIS VALENCIA PRADO and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF STANISLAUS

UNLIMITED CIVIL

JOSE LUIS VALENCIA PRADO, an
individual on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

PRO-DRYWALL, INC., a California
Corporation; ALBERTO VALDOVINOS,
an individual; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CV-25-010105

**INDIVIDUAL, CLASS ACTION, AND
PAGA COMPLAINT FOR DAMAGES
FOR:**

- (1) AGE DISCRIMINATION - FEHA;**
- (2) DISABILITY DISCRIMINATION - FEHA;**
- (3) FAILURE TO REASONABLY ACCOMMODATE - FEHA;**
- (4) FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS - FEHA;**
- (5) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- (6) FAILURE TO PAY ALL MINIMUM WAGES;**
- (7) FAILURE TO PAY ALL OVERTIME WAGES;**
- (8) MEAL PERIOD VIOLATIONS;**
- (9) REST BREAK VIOLATIONS;**
- (10) WAGE STATEMENT VIOLATIONS;**
- (11) WAITING TIME PENALTIES;**

**(12) VIOLATION OF UNFAIR
COMPETITION LAW; AND
(13) PAGA PENALTIES**

AND

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff JOSE LUIS VALENCIA PRADO (hereafter, "Plaintiff" or "Mr. Valencia") and alleges as follows:

PARTIES

1. Plaintiff is an individual residing in Modesto, Stanislaus County, California. Plaintiff was employed by Defendant PRO-DRYWALL, INC. (hereafter, the "Company Defendant") in or around 2013 as a Taper. Plaintiff worked for the Company Defendant out of its facility located in Stanislaus County, California when he was unlawfully terminated by it on or about April 18, 2025.

2. The Company Defendant is a California Corporation doing business in California. Plaintiff is informed and believes and thereon alleges that Defendant is in the business of installing/repairing drywall on real properties.

3. Defendant ALBERTO VALDOVINOS ("Defendant Valdovinos") is an individual. Plaintiff is informed and believes that Defendant Valdovinos resides in California, specifically in or around the County of Stanislaus. Throughout all relevant times in this Complaint, Defendant Valdovinos acted as an employer or person acting on behalf of an employer making him liable to Plaintiff under section 558.1 of California's Labor Code. Plaintiff is further informed and believes that Defendant Valdovinos was and is still employed by Defendant as its Chief Executive Officer.

4. Plaintiff is unaware of the true names and identities of the defendants sued herein as DOES 1 through 10. Plaintiff is informed and believes and thereon alleges that each of these fictitiously-named defendants was an affiliate, agent, or employee of the other defendants, actually and substantially participated in the acts complained of herein, and are thus jointly and severally responsible to him. Plaintiff will amend his pleading to allege the true names of the fictitiously-named defendants, if and when ascertained. The Company Defendant, Defendant Valdovinos, and Defendants DOES 1 through 10 are hereafter collectively referred to as "Defendants."

1 **VENUE**

2 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil
3 Procedure § 395. The Company Defendant, Defendant Valdovinos, and Defendants DOES 1 through
4 10 conduct business in Stanislaus County. The Company Defendant's principal place of business is
5 located in Stanislaus County. Plaintiff is informed and believes that Defendant Valdovinos resides in
6 Stanislaus County.

7 **INDIVIDUAL CLAIMS ALLEGATIONS**

8 6. Mr. Valencia is and was a 57-year-old man at the time the Company Defendant
9 terminated his employment.

10 7. Mr. Valencia began working for the Company Defendant in or around 2013 as a
11 Taper performing construction type work for it. In late October 2024, Mr. Valencia suffered multiple
12 physical injuries that limited his major life activities (i.e., disabilities). Mr. Valencia's injuries
13 consisted of a back injury and hernias in the abdomen and on his testicle. When Mr. Valencia
14 informed Defendant Valdovinos of his injuries, Defendant Valdovinos responded in Spanish stating,
15 "a la gente mayor le pasa eso," which translates to "that happens to older people."

16 8. As a result of his disabilities, Mr. Valencia's medical provider issued modified work
17 and activity restrictions starting on or about October 31, 2024. Initially, Mr. Valencia's provider
18 issued Work Activity Status Reports limiting his ability to push or pull to no greater than 10 pounds.
19 Unfortunately, the Company Defendant did not respect these restrictions and forced Mr. Valencia to
20 continue working as if no restrictions were in place. This caused Mr. Valencia's injuries to grow
21 worse.

22 9. After several Work Activity Status Reports had been issued, Mr. Valencia's provider
23 issued an additional report on or about November 25, 2024, stating, "No lift push or pull greater than
24 10lbs. Patient Instructions: These are restrictions for abdominal hernia. He is awaiting surgical
25 consult. Please follow these restrictions at all times." When Mr. Valencia provided this report to the
26 Company Defendant, Defendant Valdovinos told him to finish the remainder of the week and then to
27 not return to work until he was released without restrictions.

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1 10. On or about January 16, 2025, Mr. Valencia had his surgery. Following his surgery,
2 Mr. Valencia was unable to return to work due to his needed recovery after the surgery.

3 11. On or about the morning of April 18, 2025, Mr. Valencia received a letter from his
4 surgeon releasing him to return to work with no restrictions on April 21, 2025 (the “April 18 Letter”).

5 12. Mr. Valencia provided the April 18 Letter to Defendant Valdovinos on the same
6 morning he received it. When Mr. Valencia provided the letter, Defendant Valdovinos explained to
7 Mr. Valencia that the Company Defendant could not let him work because he was a liability as he
8 could easily get injured again due to the hernias. Defendant Valdovinos stated in Spanish to Mr.
9 Valencia, “Yo ya no puedo recibir lo así como esta. Yo pense que ya le vian dado disability por
10 vida,” which translates to “I can’t accept you how you are. I thought they gave you disability for
11 life.” Hence, the Company Defendant terminated Mr. Valencia’s employment upon receiving the
12 April 18 Letter.

13 13. On the afternoon of April 18, considering that Mr. Valencia was still suffering from
14 his disabilities and considering that the Company Defendant was refusing to accept his return to
15 work, Mr. Valencia contacted his primary care provider, who instructed Mr. Valencia to go to the
16 provider’s office for a further evaluation. Thereafter, Mr. Valencia’s primary care provider issued a
17 letter stating:

18 Jose Luis Valencia Prado is currently under my medical care and may
19 not return to work at this time.

20 Please excuse Jose Luis from 04/18/25 – 07/20/25

21 He may return to work on 07/21/2025. [Hereafter, referred to as the
22 “Primary Care Letter.”]

23 In a panic, Mr. Valencia took the Primary Care Letter directly to Defendant Valdovinos. Upon
24 receiving the letter, Defendant Valdovinos stated in Spanish, “Y eso que” which translates to “And
25 what is this?” Mr. Valencia explained that this was a note from his primary care provider, and
26 Defendant Valdovinos stated to Mr. Valencia that the letter did not work for him as the insurance
27 doctor had released him to work, but that the Company Defendant could no longer employ him.

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14. Plaintiff kept the Company Defendant reasonably informed of his disabilities, his surgery, and his ability to return to work with and without a reasonable accommodation since he first learned of his medical conditions through the date that the Company Defendant unlawfully terminated his employment with it.

15. Plaintiff filed a Complaint of Discrimination with the California Civil Rights Department (“CRD,” formerly known as the California Department of Fair Employment and Housing) in a timely manner on October 14, 2025, and the CRD issued a Notice of Case Closure and Right to Sue on that same date.

COMMON FACTUAL ALLEGATIONS

16. Plaintiff was employed by Defendants as a non-exempt employee while holding the title of “Taper” out of Stanislaus County, California, beginning in or around 2013, until his separation from employment on April 18, 2025. Plaintiff’s final rate of pay with Defendants was \$22.00 per hour. Plaintiff and other non-exempt employees who engaged in construction like work were responsible for performing their duties for Defendants’ business in California. However, in these roles, Plaintiff and non-exempt employees were often not afforded all protections and rights conferred under the California Labor Code and applicable California Wage Orders.

17. At all relevant times, Plaintiff and other non-exempt employees regularly worked shifts beyond 8.0 hours in a workday and 40.0 hours in a workweek. Plaintiff alleges that other non-exempt employees were also subjected to the same policies, procedures, practices, working conditions, and corresponding wage and hour violations to which he was subjected during his employment.

18. First, at all relevant times, Defendants have consistently failed to accurately record and pay for all time worked, including the time non-exempt employees were under their control. This included a policy and practice of failing to properly record non-exempt employees' time worked, including all time spent working off the clock. As a result of this company-wide policy/practice, Plaintiff and other non-exempt employees were (or are) not compensated for all the hours that they worked and all of the overtime hours they worked, in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

1 19. While Plaintiff was employed by Defendants, he was not paid for all hours worked
2 for Defendants. Defendants' work for its employees required the employees to arrive to Defendants'
3 facility to collect material and tools and to prepare for jobs at varying worksites. Worksites could be
4 located as far as 100 miles or more from Defendants' facility. Once Defendants' employees loaded
5 needed material and tools onto Defendants' vehicles, groups of Defendants' employees would travel
6 to the worksite in Defendants' vehicle(s). Once their job was concluded, Plaintiff and other non-
7 exempt employees would return to Defendants' facility in Defendants' vehicle(s). Despite Plaintiff
8 and other non-exempt employees arriving to Defendants' worksite and performing work for
9 Defendants, Defendants would only pay them for time they spent working at the worksite. In other
10 words, Plaintiff and other non-exempt employees were not paid for the work they performed at
11 Defendants' facility and for the travel to and from those worksites.

12 20. Moreover, Plaintiff and other non-exempt employees were required to work at least
13 one Saturday per month for Defendants. In addition to only being paid for time they spent working at
14 the worksite, Defendants compensated Plaintiff in cash for the Saturdays worked. Plaintiff is
15 informed and believes that Defendants did this in an effort to avoid any consequence for not paying
16 employees all wages earned, including overtime. Plaintiff alleges that other non-exempt employees
17 were also subjected to the same policies, procedures, practices, working conditions, and
18 corresponding wage and hour violations to which he was subjected during his employment.

19 21. As a result, over a period of time, Plaintiff and other non-exempt employees were not
20 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
21 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
22 and other non-exempt employees were not properly paid at the correct overtime rate for hours worked
23 in excess of eight hours per shift in violation of Labor Code § 510.

24 22. Labor Code § 1197.1 authorizes employees who are paid less than the minimum wage
25 fixed by an applicable state or local law or by an order of the commission a civil penalty, restitution
26 of wages, and liquidated damages as follows: (1) for any initial violation that is intentionally
27 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which
28 the employee is underpaid; and (2) for each subsequent violation for the same specific offense, two

1 hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee
2 is underpaid regardless of whether the initial violation was intentionally committed.

3 23. Labor Code § 510 requires an employer to compensate an employee who works more
4 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
5 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
6 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
7 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
8 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
9 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
10 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
11 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the
12 workweek.

13 24. Furthermore, at all relevant times, Plaintiff and other non-exempt employees worked
14 regular shifts that lasted longer than 8.0 hours in a workday and resulted in non-exempt employees
15 regularly working more than 40 hours in a workweek. However, Defendants failed to properly
16 calculate and pay overtime wages at the proper legal rate due to Defendants' uniform failure to
17 include all forms of compensation/remuneration, including, but not limited to, non-discretionary
18 bonuses, commissions, incentives, shift pay, stipends, and other forms of remuneration in calculating
19 the "regular rate of pay" for purposes of overtime compensation.

20 25. By their policy of requiring Plaintiff and the other non-exempt employees to work in
21 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
22 them at the lawful rate of one-half (1 1/2) their "regular rate of pay," Defendants willfully violated
23 the provisions of Labor Code § 510 and the applicable Wage Orders.

24 26. Moreover, throughout all relevant times, Plaintiff and other non-exempt employees
25 were not provided all rest breaks in accordance with the California Labor Code or applicable
26 California Wage Orders. Instead, Defendants would provide Plaintiff and other non-exempt
27 employees a one-hour unpaid lunch that was to account for rest breaks and the lunch period. Notably,
28 Plaintiff and other non-exempt employees began their work shifts between 5:00AM to 6:00AM,

1 depending on how far the worksite was from Defendants' facility. However, Defendants would
2 regularly provide Plaintiff and other non-exempt employees untimely lunch periods from 12:00 PM
3 to 1:00 PM. Plaintiff alleges that other non-exempt employees were also subjected to the same
4 policies, procedures, practices, working conditions, and corresponding wage and hour violations to
5 which he was subjected during his employment.

6 27. Hence, at all relevant times, Plaintiff and other non-exempt employees were denied
7 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
8 Defendants' uniform meal period policies/practices, operational requirements, and work demands,
9 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
10 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
11 non-exempt employees worked more than 10.0 hours in a shift, they were not allowed and permitted
12 to take a mandated second meal period before the end of the tenth hour of work in violation of the
13 Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other non-exempt employees' meal
14 periods were often interrupted and/or lasted fewer than 30 minutes due to Defendants' meal period
15 policies/procedures, operational requirements, and work demands.

16 28. For each missed or non-compliant meal period, Defendant failed and continues to fail
17 to maintain a mechanism by which non-exempt employees were paid meal period premiums at the
18 "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 858
19 and Labor Code §§ 226.7 and 512.

20 29. By not relieving all non-exempt employees of all duties during a paid 10-minute rest
21 period, Defendants failed to provide legally compliant rest periods. Accordingly, due to Defendants'
22 uniform rest period policies/practices, non-exempt employees were regularly denied legally
23 compliant rest breaks in violation of Labor Code § 226.7, and applicable Wage Orders.

24 30. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees for
25 all hours they were subject to the control of Defendants, including all minimum, overtime and sick
26 pay wages, Defendants' failure to adequately pay for all overtime and sick pay wages at the "regular
27 rate of pay," and Defendants' failure to pay all meal and rest period premiums at the "regular rate of
28 pay," Defendants issued wage statements which failed to identify the gross wages earned accurately,

1 the total hours worked, the net wages earned, and the correct corresponding number of hours worked
2 at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, & 9). Moreover, Plaintiff's wage
3 statements from Defendants lacks information regarding the Company Defendant's address in
4 violation of Labor Code § 226(a)(8).

5 31. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
6 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
7 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
8 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
9 deduction statement or fails to keep the required in subdivision (a) of Section 226."

10 32. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
11 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants' violations of
12 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a),
13 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
14 226(e).

15 33. Moreover, because Defendants failed to pay all minimum wages, overtime wages, and
16 meal and rest period premiums at the "regular rate of pay," Defendants also failed and continue to fail
17 to pay Plaintiff and other non-exempt employees all wages owed at their time of separation from
18 employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees would be entitled
19 to recover waiting time penalties under Labor Code §§ 201-203.

20 **CLASS ACTION ALLEGATIONS**

21 34. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
22 § 382 of the Code of Civil Procedure:

23 All current or former non-exempt hourly employees who work or worked
24 for Defendants in California during the four years immediately preceding
the filing of the Complaint through the date of trial (the "Class");

25 All current or former non-exempt employees who worked for
26 Defendants in California and worked overtime hours during at least one
27 shift during the four years immediately preceding the filing of the
28 Complaint through the date of trial (the "Overtime Subclass");

1 All current or former employees who work or worked for Defendants in
2 California during the one year immediately preceding the filing of the
Complaint through the date of trial (the “Wage Statement Subclass”);

3 All non-exempt employees who work or worked for Defendants in
4 California and who were not provided their legally compliant rest breaks
5 and were not paid a premium for the violation during the four years
6 immediately preceding the filing of the Complaint through the date of
trial (the “Rest Break Subclass”);

7 All non-exempt employees who work or worked for Defendants in
8 California and who were not provided their legally compliant meal
9 periods and were not paid a premium for the violation during the four
years immediately preceding the filing of the Complaint through the date
of trial (the “Meal Period Subclass”); and

10 All non-exempt employees who work or worked for Defendants in
11 California and who left their employment during the three years
12 immediately preceding the filing of the Complaint through the date of
13 trial (“Waiting Time Penalty Subclass”). The Class, Overtime Subclass,
Wage Statement Subclass, Rest Break Subclass, Meal Period Subclass,
and Waiting Time Penalty Subclass are collectively referred to as the
“Classes”.

14 35. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
15 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
16 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least forty (40)
17 individuals. The identity of such membership is readily ascertainable via inspection of Defendants’
18 employment and payroll records.

19 36. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
20 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
21 non-exempt employees, which predominate over questions affecting only individual members
22 including, without limitation to:

- 23 a. Whether Defendants failed to accurately record and pay for all hours worked by
24 the Class members;
- 25 b. Whether Defendants failed to properly calculate the “regular rate of pay” for
26 purposes of paying overtime to the members of the Class;
- 27 c. Whether Defendants provided legally compliant meal periods and rest breaks or
28 proper compensation at the “regular rate of pay” in lieu thereof to members of the

Class;

- d. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Subclass pursuant to Labor Code § 226(a); and
- e. Whether the timing and amount of payment of final wages to members of the Waiting Time Penalty Subclass at the time of separation from employment were unlawful.

37. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as without limitation, Defendants' failure to pay for all hours worked, Defendants' failure to properly pay overtime wages, Defendants' failure to provide all compliant meal and rest periods or premiums at the "regular rate of pay" in lieu thereof, Defendants' failure to provide accurate itemized wage statements, and Defendants' failure to pay for all wages due upon separation of employment. As such, the common questions predominate over individual questions concerning each class member's showing as to his or her eligibility for recovery or the amount of his or her damages.

38. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of minimum and overtime wages, was deprived of meal and rest period premium wages, was subject to Defendants' uniform meal and rest period policies/practices, was not provided accurate itemized wage statements, and was not timely paid all wages owed upon separation of employment.

39. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes. Plaintiff's attorneys have prosecuted wage-and-hour class actions in state courts and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

1 40. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
2 important public interest in establishing minimum working conditions and standards in California.
3 These laws and labor standards protect the average working employee from exploitation by
4 employers who have the responsibility to follow the laws and who may seek to take advantage of
5 superior economic and bargaining power in setting onerous terms and conditions of employment. The
6 nature of this action and the format of laws available to Plaintiff and members of the Classes make
7 the class action format a particularly efficient and appropriate procedure to redress the violations
8 alleged herein. If each employee were required to file an individual lawsuit, Defendant would
9 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited
10 resources of each individual plaintiff with their vastly superior financial and legal resources.

11 41. Moreover, requiring each member of the Classes to pursue an individual remedy
12 would also discourage the assertion of lawful claims by employees who would be disinclined to file
13 an action against their former and/or current employer for real and justifiable fear of retaliation and
14 permanent damages to their careers at subsequent employment. Further, the prosecution of separate
15 actions by the individual class members, even if possible, would create a substantial risk of
16 inconsistent or varying verdicts or adjudications with respect to the individual class members against
17 Defendants herein and which would establish potentially incompatible standards of conduct for
18 Defendants; and/or legal determinations with respect to individual class members which would, as a
19 practical matter, be dispositive of the interest of the other class members not parties to adjudications
20 or which would substantially impair or impede the ability of the class members to protect their
21 interests. Further, the claims of the individual members of the class are not sufficiently large to
22 warrant vigorous individual prosecution considering all of the concomitant costs and expenses
23 attending thereto. As such, the Classes identified in Paragraph 34 are maintainable as Classes under
24 § 382 of the Code of Civil Procedure.

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1 **INDIVIDUAL CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **Discrimination Based Upon Age—FEHA, Cal. Gov’t C. § 12940(a)**

4 **(Against the Company Defendant and DOES 1-10)**

5 42. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
6 allegations as though fully set forth herein.

7 43. At all times herein mentioned, the Company Defendant was among the employers
8 covered by California’s Fair Employment and Housing Act (“FEHA”) at Government Code section
9 12940, *et seq.* and Plaintiff was among the employees afforded its protections, specifically including,
10 section 12940(a) prohibiting employment discrimination based on age.

11 44. Plaintiff was 57 years of age at the time the Company Defendant terminated his
12 employment with it; Plaintiff’s age was a substantial motivating reason for the Company Defendant’s
13 decision to terminated Plaintiff’s employment with it or otherwise subjected Plaintiff to adverse
14 employment action; Plaintiff was harmed by the Company Defendant’s unlawful actions; and the
15 Company Defendant’s actions were a substantial factor in causing Plaintiff’s harm.

16 45. As a direct and proximate result of the Company Defendant’s discriminatory actions
17 against Plaintiff as herein referenced, Plaintiff has suffered and continues to suffer general,
18 consequential and special damages including but not limited to substantial losses in earnings, other
19 employment benefits, physical injuries, physical illness, as well as emotional distress, and attorney’s
20 fees and costs, all to his damage in an amount according to proof.

21 46. Defendant Valdovinos was/is the Company Defendant’s Chief Executive Officer or
22 otherwise its managing agent and his actions, including the actions of other employees of the
23 Company Defendant, justify the imposition of punitive damages. The Company Defendant’s
24 unlawful actions against Plaintiff were malicious, fraudulent, and oppressive and made with the
25 intention of injuring him and in conscious disregard of his rights; accordingly, Plaintiff also seeks an
26 award of punitive damages against the Company Defendant.

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1 **SECOND CAUSE OF ACTION**

2 **Actual or Perceived Disability Discrimination —FEHA, Cal. Gov’t C. § 12940(a) & 12926(o)**
3 **(Against the Company Defendant and DOES 1-10)**

4 47. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
5 allegations as though fully set forth herein.

6 48. At all times herein mentioned, the Company Defendant was among the employers
7 covered by the FEHA and Plaintiff was among the employees afforded its protections, specifically
8 including, section 12940(a) prohibiting employment discrimination based on actual or perceived
9 disability. (*See also* Gov’t Code § 12926(o).)

10 49. Plaintiff suffered from a disability or was perceived to suffer from a disability;
11 Plaintiff was able to perform the essential functions of the position held, with a reasonable
12 accommodation; and Plaintiff suffered an adverse employment action, specifically, termination
13 because of his disability or perceived disability in violation of the FEHA.

14 50. As a direct and proximate result of the Company Defendant’s discriminatory actions
15 against Plaintiff as herein referenced, Plaintiff has suffered and continues to suffer general,
16 consequential and special damages including but not limited to substantial losses in earnings, other
17 employment benefits, physical injuries, physical illness, as well as emotional distress, and attorney’s
18 fees and costs, all to his damage in an amount according to proof.

19 51. Defendant Valdovinos was/is the Company Defendant’s Chief Executive Officer or
20 otherwise its managing agent and his actions, including the actions of other employees of the
21 Company Defendant, justify the imposition of punitive damages. The Company Defendant’s
22 unlawful actions against Plaintiff were malicious, fraudulent, and oppressive and made with the
23 intention of injuring him and in conscious disregard of his rights; accordingly, Plaintiff also seeks an
24 award of punitive damages against the Company Defendant.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Provide a Reasonable Accommodation–Cal Gov’t Code § 12940(m)**

3 **(Against the Company Defendant and DOES 1-10)**

4 52. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
5 allegations as though fully set forth herein.

6 53. At all times herein mentioned, the Company Defendant was among the employers
7 covered by the FEHA and Plaintiff was among the employees afforded its protections, specifically
8 including, section 12940(m) making it unlawful for an employer to fail to make a reasonable
9 accommodation for an employee’s disability.

10 54. Plaintiff suffered from a disability for which he required an accommodation;
11 Defendant knew Plaintiff required an accommodation; Plaintiff was able to perform the essential
12 functions of the position held, with a reasonable accommodation; and Defendant failed to reasonably
13 accommodate Plaintiff’s disability.

14 55. As a direct and proximate result of the Company Defendant’s unlawful actions against
15 Plaintiff as herein referenced, Plaintiff has suffered and continues to suffer general, consequential and
16 special damages including but not limited to substantial losses in earnings, other employment
17 benefits, physical injuries, physical illness, as well as emotional distress, and attorney’s fees and
18 costs, all to his damage in an amount according to proof.

19 56. Defendant Valdovinos was/is the Company Defendant’s Chief Executive Officer or
20 otherwise its managing agent and his actions, including the actions of other employees of the
21 Company Defendant, justify the imposition of punitive damages. The Company Defendant’s
22 unlawful actions against Plaintiff were malicious, fraudulent, and oppressive and made with the
23 intention of injuring him and in conscious disregard of his rights; accordingly, Plaintiff also seeks an
24 award of punitive damages against the Company Defendant.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Engage in Interactive Process—Cal Gov’t Code § 12940(n)**

3 **(Against the Company Defendant and DOES 1-10)**

4 57. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
5 allegations as though fully set forth herein.

6 58. At all times herein mentioned, the Company Defendant was among the employers
7 covered by FEHA and Plaintiff was among the employees afforded its protections, specifically,
8 section 12940(n) making it unlawful for an employer to refuse to engage in an interactive process
9 with an employee to identify a reasonable accommodation for a disability.

10 59. Plaintiff suffered from a disability that was known to the Company Defendant;
11 Plaintiff requested that the Company Defendant make a reasonable accommodation for his disability
12 so that he would be able to perform the essential functions of his position; Plaintiff was willing to
13 participate in an interactive process to determine whether reasonable accommodation could be made
14 so that he would be able to perform the essential functions of his position; the Company Defendant
15 failed to engage in an interactive process with Plaintiff, obstructed the process, or otherwise did not
16 participate in the process in good faith; and there existed a reasonable accommodation of Plaintiff’s
17 disability that was available at the time the interactive process should have occurred.

18 60. As a direct and proximate result of the Company Defendant’s unlawful actions against
19 Plaintiff as herein referenced, Plaintiff has suffered and continues to suffer general, consequential and
20 special damages including but not limited to substantial losses in earnings, other employment
21 benefits, physical injuries, physical illness, as well as emotional distress, and attorney’s fees and
22 costs, all to his damage in an amount according to proof.

23 61. Defendant Valdovinos was/is the Company Defendant’s Chief Executive Officer or
24 otherwise its managing agent and his actions, including the actions of other employees of the
25 Company Defendant, justify the imposition of punitive damages. The Company Defendant’s
26 unlawful actions against Plaintiff were malicious, fraudulent, and oppressive and made with the
27 intention of injuring him and in conscious disregard of his rights; accordingly, Plaintiff also seeks an
28 award of punitive damages against the Company Defendant.

1 **FIFTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **(Against the Company Defendant and DOES 1-10)**

4 62. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
5 allegations as though fully set forth herein.

6 63. At all times mentioned herein, the FEHA articulated well-established public policies
7 against the retaliation and discrimination of employees in the State of California. Plaintiff is informed
8 and believes and thereon alleges that the Company Defendant terminated his employment in violation
9 of these public policies.

10 64. As a direct and proximate result of the Company Defendant's unlawful actions against
11 Plaintiff as herein referenced, Plaintiff has suffered and continues to suffer general, consequential and
12 special damages including but not limited to substantial losses in earnings, other employment
13 benefits, physical injuries, physical illness, as well as emotional distress, and attorney's fees and
14 costs, all to his damage in an amount according to proof.

15 65. Defendant Valdovinos was/is the Company Defendant's Chief Executive Officer or
16 otherwise its managing agent and his actions, including the actions of other employees of the
17 Company Defendant, justify the imposition of punitive damages. The Company Defendant's
18 unlawful actions against Plaintiff were malicious, fraudulent, and oppressive and made with the
19 intention of injuring him and in conscious disregard of his rights; accordingly, Plaintiff also seeks an
20 award of punitive damages against the Company Defendant.

21 **COMMON CAUSES OF ACTION**

22 **SIXTH CAUSE OF ACTION**

23 **Failure to Pay All Minimum Wages**

24 **(Against Defendants)**

25 66. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
26 allegations as though fully set forth herein.

27 67. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
28 establish the right of employees to be paid at least minimum wages for all hours worked, in amounts

1 set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
2 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
3 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to
4 the unpaid wages and interest accrued thereon.

5 68. At all relevant times herein, Defendants failed to record all time accurately worked,
6 including, but not limited to, failing to record time worked properly and all time spent working off-
7 the-clock, which resulted in these individuals not being paid for all hours they actually suffered or
8 permitted to work. Accordingly, Plaintiff and members of the Classes were not compensated for all
9 hours worked, including all hours they were subject to the control of Defendants and/or suffered or
10 permitted to work under the Labor Code and applicable Wage Orders.

11 69. Defendants' practices and uniform administration of company policy regarding illegal
12 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
13 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
14 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
15 Code §§ 204, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

16 **SEVENTH CAUSE OF ACTION**

17 **Failure to Pay Overtime Wages**

18 **(Against Defendants)**

19 70. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
20 allegations as though fully set forth herein.

21 71. Pursuant to Labor Code §§ 204, 210, 510, 558, 1194, and 1198, non-exempt
22 employees are entitled to overtime wages for all overtime hours worked and provide a private right of
23 action for the failure to pay all overtime compensation.

24 72. At all relevant times herein, Defendants were required to properly pay Plaintiff and
25 members of the Overtime Subclass all overtime hours worked per Labor Code § 1194 and the
26 applicable California Wage Orders.

27 73. Section 3 of the applicable Wage Order requires an employer to pay an employee "one
28 and one-half (1 1/2) times [the employee's] regular rate of pay" for work in excess of 8 hours per

workday and/or in excess of 40 hours of work in the workweek. The same section also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of the Overtime Subclass at one and one-half times their "regular rate of pay" for such hours.

74. At all relevant times herein, Defendants failed to conform their pay practices to applicable law. This unlawful conduct includes, but is not limited to, Defendants' failure to pay for all hours properly worked off the clock as alleged above.

75. Defendants' policies and practices are unlawful and create an entitlement to recovery by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

Failure to Provide Meal Periods

(Against Defendants)

76. Plaintiff hereby realleges and incorporates by this reference each of the foregoing allegations as though fully set forth herein.

77. Within the four years preceding the filing of this complaint, Defendants failed to provide Plaintiff and the Meal Period Subclass all of their uninterrupted meal periods of at least 30 minutes before the end of the fifth hour worked, and failed to pay a premium for such failures, in violation of the Wage Orders and Labor Code §§ 512 and 226.7.

78. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

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1 **NINTH CAUSE OF ACTION**

2 **Failure to Provide Rest Breaks**

3 **(Against Defendants)**

4 79. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
5 allegations as though fully set forth herein.

6 80. Within the four years preceding the filing of this complaint, Defendants failed to
7 provide Plaintiff and the Rest Break Subclass with rest breaks in compliance with the applicable
8 California Wage Order and Labor Code § 226.7 and failed to pay a premium for such failures.

9 81. As a result, Plaintiff has been damaged in the amount according to proof.

10 82. Accordingly, Plaintiff and the Rest Break Subclass are entitled to recovery in a civil
11 action for unpaid amount of rest period premiums owed, including interest thereon, statutory
12 penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7 and 516,
13 and Civil Code §§ 3287(b) and 3289.

14 **TENTH CAUSE OF ACTION**

15 **Failure to Provide Accurate Wage Statements**

16 **(Against Defendants)**

17 83. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
18 allegations as though fully set forth herein.

19 84. All employers must provide employees with accurate, itemized wage statements
20 showing, all premium pay for missed meal periods and/or rest breaks, all applicable hourly rates in
21 effect in a pay period and the corresponding number of hours worked at each rate, and the employer's
22 address. (Lab. Code § 226; *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 121
23 (hereafter, "*Naranjo III*").)

24 85. Defendants knowingly failed to comply with these provisions by, among other things,
25 failing to provide to Plaintiff and the Wage Statement Subclass accurate itemized wage statements
26 identifying all premium pay for missed meal periods and/or rest breaks, all applicable hourly rates in
27 effect in a pay period and the corresponding number of hours worked at each rate, and the employer's
28 address.

86. Consequently, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

ELEVENTH CAUSE OF ACTION

Waiting Time Penalties

(Against Defendants)

87. Plaintiff hereby realleges and incorporates by this reference each of the foregoing allegations as though fully set forth herein.

88. On or around April 18, 2025, Defendants terminated Plaintiff's employment. At the time of Plaintiff's termination, Plaintiff had accrued unpaid wages. Plaintiff alleges that Defendants also terminated the Waiting Time Subclass during the actionable period and that the Waiting Time Subclass also had accrued unpaid wages at the time of their termination.

89. Therefore, within the four years preceding the filing of this complaint, Defendants willfully failed to pay Plaintiff and the Waiting Time Subclass all wages earned at the time of separation in violation of Labor Code §§ 201(a), entitling them to waiting time penalties under Labor Code § 203 which also have not been paid.

90. Thus, Plaintiff and the Waiting Time Subclass are entitled to penalties in the amount of their average daily wage rate multiplied by thirty (30) days.

TWELFTH CAUSE OF ACTION

Violations of Unfair Competition Law

(Against Defendants)

91. Plaintiff hereby realleges and incorporates by this reference each of the foregoing allegations as though fully set forth herein.

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1 92. The Company Defendant violated provisions of the FEHA and Defendants violated
2 provisions of the California Wage Orders and the Labor Code to the injury of Plaintiff and the Class
3 members thereby committing unlawful business practices against them in violation of the Unfair
4 Competition Law (Business & Professions Code § 17200, *et seq.*).

5 93. Within the last four years immediately preceding the filing of the Complaint in this
6 Action, Defendants’ utilization of these unfair and/or unlawful business practices deprived Plaintiff
7 and continues to deprive members of the Classes of compensation to which they are legally entitled,
8 constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants’
9 competitors who have been and/or are currently employing workers and attempting to do so in honest
10 compliance with applicable wage and hour laws.

11 94. For Defendants’ violations of Unfair Competition Law, Plaintiff and the members of
12 the Classes are entitled to full restitution of monies, as necessary and according to proof, to restore
13 any and all monies withheld, acquired and/or converted by Defendants pursuant to Business &
14 Professions Code §§ 17203 and 17208.

15 95. Plaintiff was forced to retain counsel to file this Action on his own behalf and on
16 behalf of the classes to obtain restitution and injunctive relief on behalf of Defendants’ current non-
17 exempt employees, and to enforce important rights affecting the public interest. Therefore, Plaintiff is
18 entitled to recover attorneys’ fees and costs under Code of Civil Procedure § 1021.5.

19 **THIRTEENTH CAUSE OF ACTION**

20 **Private Attorneys General Act**

21 **(Against Defendants)**

22 96. Plaintiff hereby realleges and incorporates by this reference each of the foregoing
23 allegations as though fully set forth herein.

24 97. Defendants have committed several Labor Code violations against Plaintiff and other
25 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
26 § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this
27 Private Attorney General Act (“PAGA”) representative action against Defendant to recover the civil
28 penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according

1 to proof pursuant under Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each
2 initial violation and (2) \$200 for each subsequent violation per employee per pay period for those
3 violations of the Labor Code for which no civil penalty is specifically provided based on the
4 following Labor Code violations:

- 5 a. Failing to pay Plaintiff and similarly Aggrieve Employees for all minimum
6 wages for all hours worked or for which they were subject to the control of the
7 employer;
- 8 b. Failing to pay Plaintiff and other similarly Aggrieved Employees all overtime
9 wages at the appropriate rates in violation of the Labor Code and applicable Wage
10 Orders;
- 11 c. Failing to provide Plaintiff and other similarly Aggrieved Employees with all of
12 their statutorily-mandated meal periods in violation of the Labor Code and
13 applicable Wage Orders;
- 14 d. Failing to authorize and permit Plaintiff and other similarly Aggrieved employees
15 with all of their statutorily-mandated rest periods in violation of the Labor Code
16 and applicable Wage Orders;
- 17 e. Failing to furnish Plaintiff and other similarly situated employees with complete,
18 accurate, itemized wage statements in violations of the Labor Code and
19 applicable Wage Orders; and
- 20 f. Failing to pay final wages in a timely manner in violation of the Labor Code and
21 applicable Wage Orders.

22 98. On or about July 24, 2025, Plaintiff notified the Company Defendant and the
23 California Labor and Workforce Development Agency (“LWDA”) via Certified U.S. Mail and online
24 filing, respectively of Defendants’ violations of the California Labor Code § 2698 *et seq.*, with
25 respect to violations of the California Labor Code identified in Paragraph 99 (a)-(g). Now that the
26 sixty-five days have passed from Plaintiff notifying the Company Defendant of these violations,
27 Plaintiff has exhausted his administrative requirements for bringing a claim under the Private
28 Attorneys General Act with respect to these violations.

99. Plaintiff has incurred attorneys' fees and costs to pursue this claim against Defendants to protect himself and the interest of similarly aggrieved employees and to assess and collect civil penalties owed by Defendants. Therefore, Plaintiff is entitled to receive attorneys' fees and costs under California Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, for the First through Fifth Causes of Action, Plaintiff prays for entry of judgment for himself against the Company Defendant and DOES 1-10 as follows:

1. For compensatory damages (including, but not limited to, lost wages/earnings and other employment benefits) according to proof;
2. For damages for pain and suffering, emotional distress, humiliation and other intangible harms according to proof;
3. For prejudgment interests according to proof;
4. For punitive damages according to proof;
5. For cost of suit (including, but not limited to, reasonable attorney's fees and costs pursuant to statute) according to proof; and
6. For such other and further relief as the Court deems appropriate.

WHEREFORE, for the Sixth through Thirteenth Causes of Action, Plaintiff prays for entry of judgment for himself and all others on whose behalf this suit is brought against the Company Defendant, Defendant Valdovinos, and DOES 1-10 as follows:

7. For an order certifying the proposed Classes;
8. For an order appointing Plaintiff as representative of the Classes;
9. For an order appointing Plaintiff as Counsel for the Classes;
10. With regard to the Sixth and Seventh Causes of Action: for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code and applicable Wage Orders and reasonable attorneys' fees and costs;
11. With regard to the Eighth Cause of Action: for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code and applicable Wage Orders;

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- 1 12. With regard to the Ninth Cause of Action: for compensatory, consequential, general,
2 and special damages according to proof pursuant to Labor Code and applicable Wage Orders;
- 3 13. With regard to the Tenth Cause of Action: for penalties pursuant to Labor Code and
4 applicable Wage Orders and reasonable costs and attorneys' fees;
- 5 14. With regard to the Eleventh Cause of Action: for statutory waiting time penalties
6 pursuant to Labor Code and applicable Wage Orders;
- 7 15. With regard to the Twelfth Cause of Action: for restitution to Plaintiff and members of
8 the Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
9 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 10 16. With regard to the Thirteenth Cause of Action: for civil penalties due to Plaintiff,
11 other similarly Aggrieved Employees, and the State of California according to proof pursuant to
12 Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and
13 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
14 Code for which no civil penalty is specifically provided under the Labor Code, and for reasonable
15 attorneys' fees and costs;
- 16 17. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §
17 218.6 and Civil Code §§ 3287 and 3289;
- 18 18. For attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, 2699,
19 and Code of Civil Procedure § 1021.5; and
- 20 19. For such other and further relief as the Court deems appropriate.

21 Date: October 15, 2025

NEUMILLER & BEARDSLEE
A PROFESSIONAL CORPORATION

22
23 By: _____
24

LISA BLANCO JIMENEZ

25 Attorneys for Plaintiff JOSE LUIS VALENCIA
26 PRADO and the Putative Class
27
28

1 Date: October 15, 2025

JIMENEZ LEGAL

2
3 By: 

ROBERTO JIMENEZ, JR.

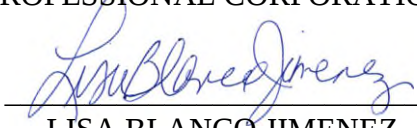
4 Attorneys for Plaintiff JOSE LUIS VALENCIA
5 PRADO and the Putative Class
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9 **DEMAND FOR JURY TRIAL**

10 Plaintiff and the Putative Class demand a jury trial as to all causes of action in this Complaint
11 for Damages on which a trial by jury may be had.
12

13 Date: October 15, 2025

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A PROFESSIONAL CORPORATION

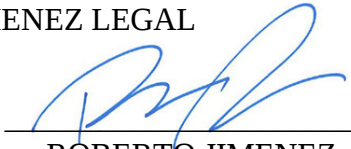
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15 By: 

LISA BLANCO JIMENEZ

16
17 Attorneys for Plaintiff JOSE LUIS VALENCIA
18 PRADO and the Putative Class

19 Date: October 15, 2025

JIMENEZ LEGAL

20
21 By: 

ROBERTO JIMENEZ, JR.

22 Attorneys for Plaintiff JOSE LUIS VALENCIA
23 PRADO and the Putative Class
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