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GUADALUPE ROMERO

E-FILED
7/30/2025 8:28 PM
Superior Court of California
County of Fresno
By: Sarah Garay, Deputy

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

GUADALUPE ROMERO, an individual,

Plaintiff,

vs.

CARO NUT COMPANY, a California
corporation; RYAN DOE, an individual;
ANA DOE, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 25CECG03561

COMPLAINT FOR:

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

- §12940 *et seq.*);
9. FAILURE TO PAY
OVERTIME/DOUBLE TIME WAGES
DUE (Cal. *Labor Code* §§ 510, 511,
1194, 1198; IWC Wage Order No. 1);
10. FAILURE TO PAY MINIMUM
WAGE AND PAY FOR ALL WAGES
EARNED (*Labor Code* §§ 204, 1194 and
1197; IWC Wage Order No. 1);
11. FAILURE TO PAY FOR MEAL
PERIODS NOT PROVIDED (Cal.
Labor Code § 226.7; IWC Wage
Order No. 1);
12. FAILURE TO PAY FOR REST
PERIODS NOT PROVIDED (Cal.
Labor Code § 226.7; IWC Wage
Order No. 1);
13. FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS (Cal. *Labor Code*
§226);
14. FAILURE TO PAY ALL WAGES
DUE ON TERMINATION (Cal.
Labor Code §203);
15. FAILURE TO REIMBURSE
BUSINESS EXPENSES (Cal. *Labor*
Code §2802);
16. FAILURE TO ALLOW
INSPECTION OF EMPLOYMENT
RECORDS (Cal. *Labor Code*
§1198.5); and
17. UNFAIR COMPETITION (Cal. Bus. &
Prof. Code §§17200 *et seq.*)

DEMAND FOR A JURY TRIAL

Guadalupe Romero (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes. This

1 Court also has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 and
2 *Business & Professions Code* §§ 17200 *et seq.*

3 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
4 395.5, because the claims made, and the *Government Code* and *Labor Code* violations as
5 against the persons identified herein, occurred in Fresno County and because Defendant Caro
6 Nut Company owned and operated their business in Fresno County.

7 **II. PARTIES**

8 3. At all times relevant hereto, Plaintiff Guadalupe Romero (hereinafter “Plaintiff”)
9 was an individual over age 18 and a resident of Fresno, California.

10 4. Plaintiff is informed and believes and thereon alleges that at all times material
11 hereto, Defendant Caro Nut Company (“CNC”), has been, and is a California corporation, with
12 a principal place of business at 2885 S. Cherry Street, Fresno, CA 93706. At all times material
13 hereto, CNC has been, and is, a nut processing company.

14 5. Plaintiff was employed at CNC as a Maintenance Facility worker. Plaintiff is
15 informed and believes and thereon alleges that at all times material hereto CNC has been
16 authorized to do business and has been doing business in the State of California.

17 6. Plaintiff is informed and believes and thereon alleges that Defendant Ryan Doe
18 (“Ryan”) is an individual, who at all times relevant herein, was a resident of Fresno County.
19 Ryan is an Engineer at CNC.

20 7. Plaintiff is informed and believes and thereon alleges that Defendant Ana Doe
21 (“Ana”) (collectively with CNC and Ryan “Defendants”) is an individual, who at all times
22 relevant herein, was a resident of Fresno County. Ana is the head of the Human Resources
23 Department (“HR”) at CNC.

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

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

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

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

1 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
2 **ACTION**

3 **Employment Information**

4 12. Plaintiff was an employee of CNC since in or about September 2016. Plaintiff
5 was a Facility Maintenance Worker. He ensured that chillers, boilers and compressors were
6 running and operational.

7 13. Throughout his employment with CNC, Plaintiff worked 5 days per week, 8 or
8 more hours per day. Plaintiff earned \$27.00 per hour.

9 14. The employment by Defendant CNC of Plaintiff is governed by Industrial
10 Welfare Commission Wage Order No. 1, which covers those persons employed in the
11 manufacturing industry.

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

13 15. Plaintiff was denied a work environment free of disability discrimination,
14 harassment and was targeted for wrongful termination on or about February 24, 2025.

15 16. Plaintiff suffers from Diabetes. As such, this condition, singularly and in the
16 aggregate, constitutes a physical disability, as that term is defined in *Government Code* §
17 12926(l)(1)(A), (B).

18 17. CNC's wrongful termination of Plaintiff was wrongfully motivated by
19 discrimination against him due to his disability.

20 18. At the beginning of 2025, a new head of HR, Ana, began working at CNC.
21 Additionally, CNC hired Ryan and a new maintenance manager.

22 19. Toward the end of January 2025, Plaintiff's blood sugar levels were too high
23 and his physician prescribed a double dose of Ozempic. The medication caused Plaintiff to
24 frequently urinate.

25 20. On one occasion, Plaintiff had an accident and was required to go home and
26 shower. Plaintiff notified his supervisor, Leo, and there was no issue.

27 21. Plaintiff told Leo that he needed to work near a bathroom because of his need to
28 frequently urinate due to Diabetes. Leo understood.

22. Employees were subject to heavy surveillance at all times. On or about February 24, 2025, Plaintiff and 3 other employees were requested by CNC to attend a meeting that included Ana, Ryan and Lucky, the maintenance manager. During the meeting Plaintiff and the other employees were accused of time theft due to spending too much time in the bathroom. Plaintiff was accused of taking too many bathroom breaks. Plaintiff explained to Ana that he suffered from Diabetes and his medication caused him to have to frequently urinate. Plaintiff told Ana that he would provide her with a note from his physician, but Ana refused to allow Plaintiff to have the opportunity to provide the note. Instead, Plaintiff was wrongfully terminated.

23. One of Plaintiff's coworkers, Robert Loera, suffers from the same issue and was allowed to provide a physician's note.

24. At all times material hereto, Defendant CNC regularly employed five or more persons and therefore is an employer, as that term is defined in *Government Code* § 12926(d).

25. On July 23, 2025, Plaintiff filed an administrative complaint with the California Civil Rights Department (“CCRD”) alleging discrimination and harassment by CNC, Ryan and Ana. On July 23, 2025, the CCRD issued to Plaintiff a Right to Sue Notice as to CNC, Ryan and Ana.

Wage and Hour Violations

26. CNC failed to pay Plaintiff overtime/double time.

27. CNC failed to pay Plaintiff minimum wages.

28. CNC failed to provide Plaintiff with uninterrupted meal breaks.

29. CNC failed to provide Plaintiff with compliant rest breaks.

30. CNC routinely failed to provide Plaintiff with itemized wage statements that properly and accurately itemized the number of hours he worked at the effective regular rates of pay. CNC failed to issue wage statements to Plaintiff that reflected his hourly rate.

31. CNC failed to pay Plaintiff all wages due on termination.

32. CNC failed to reimburse Plaintiff's business expenses.

33. Plaintiff was not provided his personnel records.

34. Pursuant to the California Labor Code, on or about July 23, 2025, Plaintiff filed a notice with the Labor and Workforce Development Agency (LWDA) of his intent to pursue claims against Defendants under the Private Attorney General Act (PAGA). As such, Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint to add a cause of action pursuant to PAGA under Labor Code §§2699 et seq.

FIRST CAUSE OF ACTION

(Discrimination Based on Physical Disability in Violation of Government Code)

§§12940(a) - By Plaintiff Against Defendant CNC and Does 1 through 100)

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

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

37. Throughout Plaintiff's employment at CNC, he was subjected to physical disability discrimination by CNC's employees, Ana and Ryan.

38. CNC's wrongful discharge of Plaintiff was motivated in substantial part by Plaintiff's physical disability because, among other things, Plaintiff informed them of his disability.

39. All of the conduct by CNC was done with the full knowledge and ratification of the management employees of CNC, and was consistent with the recognized policies and procedures of CNC, which tolerated and encouraged such discriminatory physical disability conduct.

40. CNC was aware of the discriminatory conduct and did not take effective, good faith action to investigate, remedy, prevent, or stop the physical disability discrimination.

41. At all times herein mentioned, CNC was legally required to refrain from discriminating against and harassing any employee on the basis of physical disability, among other things. Within the time provided by law, Plaintiff filed a complaint with the California

1 Civil Rights Department, in full compliance with these sections, and he received a right to sue
2 letter.

3 42. By wrongfully discharging Plaintiff because of his physical disability, CNC
4 violated *Government Code* § 12940(a).

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

10 44. As a direct and proximate result of CNC's actions, Plaintiff has suffered severe
11 and serious injury to his person, all to his damage in the amount of at least \$1,000,000,
12 according to proof.

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

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

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

25 **SECOND CAUSE OF ACTION**

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

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

3 49. The offensive conduct to which Plaintiff was subjected constitutes a hostile
4 work environment in violation to FEHA, California Government Code §12940 et seq. During
5 his employment, Defendant CNC violated FEHA, California Government Code §12940 (j), by
6 discriminating against Plaintiff due to his physical disability.

7 50. CNC's harassment was hostile, abusive, continuous and pervasive to create a
8 hostile work environment for the Plaintiff.

9 51. CNC's harassment was unwelcome, humiliating, offensive and adversely
10 affected the terms of Plaintiff's employment.

11 52. Plaintiff was subjectively offended by CNC's conduct and any reasonable
12 person in Plaintiff's position would perceive CNC's conduct as being offensive, hostile and
13 abusive.

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

19 54. CNC did the things hereinabove alleged, intentionally, oppressively, and
20 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
21 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
22 community.

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

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

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1 **THIRD CAUSE OF ACTION**

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

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

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

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

15 60. As a result of his physical disability, Plaintiff was denied the right to work in an
16 environment free of discrimination and harassment and was wrongfully terminated by CNC.

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

20 62. Plaintiff's physical disability was the reason CNC retaliated against him.

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

24 64. CNC's conduct was the proximate cause of the Plaintiff's damages.

25 65. CNC did the things hereinabove alleged, intentionally, oppressively, and
26 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
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1 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
2 community.

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

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

8 **FOURTH CAUSE OF ACTION**

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

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

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

20 70. Plaintiff is informed and believes and thereupon alleges that CNC failed to
21 provide adequate training to their employees.

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

27 72. CNC failed to take measures to prevent discrimination and retaliation.
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1 73. As a direct result of CNC's failure to take all reasonable steps necessary to
2 prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
3 extreme and severe mental anguish and emotional distress, loss of earnings and earning
4 capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount subject
5 to proof at trial.

6 74. CNC did the things hereinabove alleged, intentionally, oppressively, and
7 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
8 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
9 community.

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

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

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16 **FIFTH CAUSE OF ACTION**

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

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

21 78. At all times mentioned in this FAC, Cal. Gov. Code § 12940(i) and (j) were in
22 full force and effect and were binding on Defendants. FEHA also provides that an individual
23 harasser may be personally liable for harassment. *See* Cal. Gov. Code § 12940 (j)(3); *Matthews*
24 *v. Superior Court*, 34 Cal. App. 4th 598 (holding that individuals with authority who participate
25 in harassment or tacitly approve of it can be held personally liable). An individual harasser
26 (e.g., an employee) may be personally liable for harassment under FEHA regardless of whether
27 the employer or other covered entity knew or should have known of the conduct and failed to
28 take corrective action. Cal. Gov. Code § 12940 (j)(3).

1 79. Defendants' actions constituted a continuing violation of Cal. Gov. Code §
2 12940(i) and (j) because they failed to take all reasonable steps to prevent discrimination and
3 harassment from occurring.

4 80. Through their conduct as delineated above, Defendants fostered discrimination
5 and harassment and assisted and encouraged violation of FEHA through policies and
6 procedures they maintained.

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

9 82. Beginning in or about February 2025, Plaintiff was harassed by the actions,
10 conduct and comments of CNC's employees, Ryan and Ana, which actions, conduct and
11 comments combined to create and allow a pattern of discriminatory treatment towards him due
12 to his disability. Defendants' actions constituted a continuing violation of Cal. Gov. Code §
13 12940, et seq.

14 83. Defendants wrongfully terminated him due to his physical disability.

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

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

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

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

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

7 89. All actions of Defendants, and each of them, were known, ratified and approved
8 by the officers or managing agents of Defendant CNC, and each of them. Therefore, Plaintiff
9 is entitled to punitive or exemplary damages against the Defendants, and each of them, in an
10 amount to be determined at the time of trial.

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

13 **SIXTH CAUSE OF ACTION**

14 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code** 15 **§§12940 (m) – By Plaintiff Against Defendant CNC Does 1 through 100)**

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

18 92. As alleged herein, In or about February 2025, Plaintiff requested that CNC,
19 make a reasonable accommodation for his physical disability so that he would be able to
20 continue working. CNC refused said accommodation and refused to discuss any other potential
21 reasonable accommodation it might afford to Plaintiff.

22 93. By refusing to afford Plaintiff a reasonable accommodation, CNC violated
23 Government Code § 12940(m).

24 94. As a direct and proximate result of CNC's conduct, individually and
25 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
26 earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and
27 will continue to lose employment benefits in an amount according to proof.
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1 95. As a direct and proximate result of CNC's actions, Plaintiff has suffered severe
2 and serious injury to his person, all to his damage in the amount of at least \$1,000,000,
3 according to proof.

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

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

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

13 **SEVENTH CAUSE OF ACTION**

14 **(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code***
15 **§12940(n)– By Plaintiff Against Defendant CNC Does 1 through 100)**

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

18 100. At all times hereto, FEHA, including in particular Government Code §12940(n),
19 was in full force and effect and was binding on CNC. This subsection imposes a duty on CNC
20 to engage in a timely, good faith, interactive process with the employee to determine reasonable
21 accommodation, if any, in response to a request for a reasonable accommodation by an
22 employee with a known physical disability or known medical condition.

23 101. At all relevant times, Plaintiff was a member of a protected class within the
24 meaning of Government Code §12940(a) et seq. because he had a disability, due to injuries
25 suffered, of which CNC had both actual and constructive notice.

26 102. Plaintiff reported his disability to CNC, triggering CNC's obligation to engage
27 in a good faith interactive process with Plaintiff, but at all times herein, CNC failed and refused
28 to do so.

1 103. CNC breached their statutory duty under FEHA to engage in a timely good faith
2 interactive process to determine a reasonable accommodation for Plaintiff's physical disability.
3 Plaintiff further alleges: (1) that CNC was the Plaintiff's employer; (2) that Plaintiff was an
4 employee of CNC; (3) that Plaintiff suffered from a disability that required reasonable
5 accommodation and which injuries were known to CNC; (4) that Plaintiff requested that CNC
6 make reasonable accommodation for his physical condition so that he would be able to perform
7 the essential functions of his job requirements; (5) that Plaintiff was willing to participate in the
8 interactive process to determine whether reasonable accommodation could be made so that he
9 would be able to perform the essential job requirements; (6) that CNC failed to participate in a
10 timely good faith interactive process with Plaintiff to determine whether reasonable
11 accommodation could be made; (7) that Plaintiff was harmed financially; and (8) that CNC's
12 failure to engage in a good faith interactive process was a substantial factor in causing
13 Plaintiff's damage and harm. Instead of engaging in a good faith interactive process, CNC
14 ignored Plaintiff's requests and wrongfully terminated him instead on or about February 24,
15 2025.

16 104. The above acts of CNC constitute violations of FEHA, and were a proximate
17 cause of Plaintiff's damages as stated below.

18 105. CNC did the things hereinabove alleged, intentionally, oppressively, and
19 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
20 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
21 community.

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

25 107. Pursuant to Government Code §12965(c)(6), Plaintiff requests a reasonable
26 award of attorneys' fees and costs.

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1 **EIGHTH CAUSE OF ACTION**

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

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

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

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

14 111. CNC wrongfully terminated Plaintiff in violation of important and well-
15 established public policies, including, but not limited to, policies against employment
16 discrimination based on physical disability.

17 112. CNC, acting through its employees, intentionally created and knowingly
18 permitted the discrimination based on physical disability and discrimination.

19 113. CNC's wrongful conduct proximately caused Plaintiff to suffer general, special
20 and statutory damages in an amount within the jurisdiction of this Court, according to proof.

21 114. As a further proximate result of the unlawful acts of CNC as alleged above,
22 Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional
23 and physical distress that a reasonable person would suffer upon losing his job. As a result of
24 such actions and consequent harm, Plaintiff has suffered such damages of at least \$1,000,000,
25 according to proof.

26 115. The above acts of CNC constituted a wrongful termination of Plaintiff and were
27 in violation of public policy as described above. Such termination was a substantial factor in
28 causing damage and injury to Plaintiff as set forth below.

1 116. Plaintiff believes and thereon alleges that engaging in protected activity,
2 including, but not limited to, complaining about discrimination and having a physical disability
3 were factors in CNC's conduct as alleged hereinabove.

4 117. As a result of CNC's conduct, Plaintiff is entitled to recover punitive damages in
5 amount according to proof at trial.

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

8 **NINTH CAUSE OF ACTION**

9 **(Failure to Pay Premium Overtime/Double Time Wages Due in Violation of Cal. Labor**
10 **Code §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 1 – By Plaintiff Against**
11 **Defendant CNC and Does 1 through 100)**

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

14 120. During Plaintiff's entire employment with CNC, pursuant to Cal. Lab. Code §§
15 200, 510, 1194, and 1198, and IWC Wage Order No. 1, CNC was required to compensate
16 Plaintiff with premium pay for all overtime performed, for hours worked in excess of eight
17 hours per day and/or 40 hours per week and for the first eight hours on the seventh consecutive
18 day of any work week. Further, CNC was required to compensate Plaintiff with premium pay
19 for all double time performed, for hours worked in excess of twelve hours per workday.

20 121. At all times relevant herein, Cal. Lab. Code § 1194(a) provided that an
21 employee who had not been paid overtime/double time compensation could recover the unpaid
22 balance of the full amount of overtime/double time wages due, including interest thereon,
23 together with reasonable attorneys' fees and costs of suit.

24 122. California Labor Code section 510, subdivision (a), states in relevant part:

25 Any work in excess of 12 hours in one day shall be compensated at the
26 rate of no less than twice the regular rate of pay for an employee. In
27 addition, any work in excess of eight hours on any seventh day of a work
28

1 week shall be compensated at the rate of no less than twice the regular rate
2 of pay of an employee.

3 123. Further, California Labor Code section 1198 provides as follows:

4 The maximum hours of work and the standard conditions of labor fixed by
5 the commission shall be the maximum hours of work and the standard
6 conditions of labor for employees. The employment of any employee for
7 longer hours than those fixed by the order or under conditions of labor
8 prohibited by the order is unlawful.

9 124. Pursuant to IWC Wage Order No. 1-2001, § 3, "Employment beyond eight (8)
10 hours in any workday is permissible provided the employee is compensated for such overtime
11 at not less than: ... (b) Double the employee's regular rate of pay for all hours worked in excess
12 of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
13 (7th) consecutive day of work in a workweek."

14 125. California Labor Code section 558 provides in pertinent part:

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

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

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

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

26 (c) The civil penalties provided for in this section are in addition to any
27 other civil or criminal penalty provided by law.
28

126. Plaintiff routinely worked hours where he was due overtime, but was never paid overtime due to off the clock work. Plaintiff clocked in/out on a timeclock system that was located at the front door of the building. However, prior to clocking in, Plaintiff had to go through a security check. He had to swipe his badge and drive through a gate with a security guard. Plaintiff went through the security check, parked his car and then walked to the front of the building to clock in. This took approximately 5 minutes each day. Further, when Plaintiff left the building for his meal breaks, he was required to go through the same security check. Additionally, at times Plaintiff clocked out, but was asked to work thereafter. Further, Plaintiff was at times required to work seven consecutive days, but was not paid double time. Instead, he was paid time and one half.

127. Throughout Plaintiff's employment, CNC failed and refused to pay and properly calculate overtime/double time compensation to Plaintiff as required by law.

128. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of CNC's failure and refusal to pay overtime/double time compensation, Plaintiff suffered damages in the amount of at least \$155,520.00.

129. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

TENTH CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 1 – By Plaintiff Against Defendant CNC and Does 1 through 100)

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

131. *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

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

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

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

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

17 (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was
19 underpaid in addition to an amount sufficient to recover underpaid
20 wages.

(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.

21 123. Here, Plaintiff was not paid minimum wages that were due to him due to
22 Defendant CNC’s failure to afford compliant meal/rest breaks.

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

26 125. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
27 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
28 *Code* § 1194. Where an employee, such as Plaintiff is not paid for all hours worked under

1 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
2 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
3 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
4 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
5 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
6 (N.D. Cal. 2016).

7 126. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
8 of compensation due and owing to him as a direct result of Defendant's unlawful acts and
9 Labor Code violations in the amount of at least \$155,520, to be shown according to proof at
10 trial.

11 127. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
12 wages against employers and those individuals acting in their behalf. Plaintiff requests that this
13 Court assess said penalty against Defendants in an amount to be proven at trial.

14 128. Therefore, pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, 1194 and
15 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants
16 owe him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in an amount with
17 the jurisdiction of this Court, according to proof.

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

20 **ELEVENTH CAUSE OF ACTION**

21 **(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code § 226.7 – By** 22 **Plaintiff Against Defendant CNC and Does 1 through 100)**

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

25 131. California Labor Code § 226.7(a) prohibits an employer from requiring an
26 employee to work during any meal period mandated by an applicable Industrial Wage Order.
27 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
28 employee to work during a meal or rest break or recovery period mandated pursuant to an

1 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
2 Commission..."

3 132. California Labor Code § 1198 makes unlawful the employment of an employee
4 under conditions the IWC prohibits.

5 133. IWC Wage Order No. 1 provides, in relevant part: "No employer shall employ
6 any person for a work period of more than five (5) hours without a meal period of not less than
7 30-minutes, except that when a work period of not more than six (6) hours will complete the
8 day's work the meal period may be waived by mutual consent of the employer and the
9 employee."

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

13 135. Section 512(a) of the California Labor Code provides, in relevant part, that:
14 An employer may not employ an employee for a work period of more than five
15 hours per day without providing the employee with a meal period of not less
16 than 30-minutes, except that if the total work period per day of the employee is
17 no more than six hours, the meal period may be waived by mutual consent of
18 both the employer and employee. An employer may not employ an employee for
19 a work period of more than 10 hours per day without providing the employee
20 with a second meal period of not less than 30-minutes, except that if the total
21 hours worked is no more than 12 hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal
23 period was not waived.

24 136. The Labor Code and Wage Order provisions cited above require California
25 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
26 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
27 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
28

1 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
2 the fifth hour of their shifts.

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

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

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

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

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

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

20 140. Defendant CNC violated Labor Code § 512 and IWC Wage Order No. 1 by
21 routinely failing to afford Plaintiff uninterrupted meal breaks. Plaintiff's meal breaks were
22 interrupted by vendors and service individuals

23 141. Defendant CNC further violated IWC Wage Order No. 1 and Labor Code §
24 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate
25 of pay for each work day that the meal period was not provided, in the amount of \$155,520.00.
26 This amount remains owed and unpaid.

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

As a direct and proximate result of Defendant CNC's unlawful conduct as
alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid
wages and lost interest, in an amount to be established at trial, and is entitled to recover

1 economic and statutory damages, attorneys' fees and penalties and other appropriate relief due
2 to Defendant CNC's violations of the California Labor Code and IWC Wage Order No. 1.

3 **TWELFTH CAUSE OF ACTION**

4 **(Compensation for Required Rest Periods Not Provided - Cal. Lab. Code § 226.7 – By**
5 **Plaintiff Against Defendant CNC and Does 1 through 100)**

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

8 145. Labor Code § 226.7 and IWC Wage Order No. 1 provide that employers shall
9 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
10 per four hours of work, or major fraction thereof.

11 146. Labor Code § 226.7 and IWC Wage Order No. 1 provide that if an employer
12 fails to provide an employee with rest periods in accordance with those provisions, the
13 employer shall pay the employee one hour of pay at the employee's regular rate of
14 compensation for each workday that the rest periods were not so provided.

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

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

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

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

(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.

1 150. Defendant CNC violated Labor Code § 512 and IWC Wage Order No. 1 by
2 failing to provide Plaintiff the requisite 10-minute rest periods, required by law. Plaintiff's rest
3 breaks were interrupted by vendors and service individuals.

4 151. Defendant CNC has intentionally and improperly denied uninterrupted rest
5 periods to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 1.

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

7 153. At all times relevant hereto, Defendant CNC failed to provide uninterrupted rest
8 periods as required by Labor Code § 226.7 and IWC Wage Order No. 1.

9 154. By virtue of Defendant CNC's unlawful failure to provide rest periods to the
10 Plaintiff, Plaintiff has suffered, and will continue to suffer, damages the amount of at least
11 \$155,520.00, according to proof at trial.

12 **THIRTEENTH CAUSE OF ACTION**

13 **(For Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab.**

14 **Code §226 – By Plaintiff Against Defendant CNC and Does 1 through 100)**

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

17 156. At all times relevant herein, Defendant CNC issued payroll statements to
18 Plaintiff which violated Cal. Lab. Code §226(a), in that Defendant CNC failed to properly and
19 accurately itemize the number of hours he worked at the effective regular rates of pay.

20 157. Defendant CNC knowingly and intentionally failed to comply with Cal. Lab.
21 Code §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
22 expended calculating his true hours worked, and the amount of employment taxes which were
23 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
24 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
25 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
26 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
27 costs.
28

158. Additionally, Defendant CNC failed to issue wage statements to Plaintiff that reflected his hourly rate.

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

FOURTEENTH CAUSE OF ACTION

(Failure to Pay All Wages Due on Termination - Cal. Lab. Code §203 - By Plaintiff)

Against Defendant CNC and Does 1 through 100)

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

161. 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.

162. 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.

163. Plaintiff was wrongfully terminated from Defendant CNC's employ and Defendant CNC willfully failed to pay Plaintiff wages due to him.

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

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

FIFTEENTH CAUSE OF ACTION

((Failure to Reimburse Business Expenses in violation of Cal. Labor Code §2802 By

Plaintiff Against Defendant CNC and Does 1 through 100)

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

3 167. Labor Code §2802 requires employers to indemnify employees for all necessary
4 expenditures incurred by employees in the discharge of his duties.

5 168. At all times relevant herein, CNC aware that Plaintiff was using his vehicle and
6 purchasing tools for business, but failed to indemnify Plaintiff for all his business-related
7 expenses, in accordance with Labor Code §2802.

8 169. As a result of Defendant CNC's conduct, Plaintiff suffered damages in an
9 amount, subject to proof, to the extent he was not reimbursed for all of his business-related
10 expenses incurred in the discharge of his duties.

11 170. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of
12 her unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

13 **SIXTEENTH CAUSE OF ACTION**

14 **(Failure to Allow Inspection of Employment Records in violation of Cal. Lab.**
15 **Code §1198.5 - By Plaintiff Against Defendant CNC and Does 1 through 100)**

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

18 172. California Labor Code Section 1198.5 provides:

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

23 (b) The employer shall make the contents of those personnel records available
24 for inspection to the current or former employee, or his or her representative, at
25 reasonable intervals and at reasonable times, but not later than 30 calendar days
26 from the date the employer receives a written request, unless the current or
27 former employee, or his or her representative, and the employer agree in writing
28 to a date beyond 30 calendar days to inspect the records, and the agreed-upon

1 date does not exceed 35 calendar days from the employer's receipt of the written
2 request to inspect the records. Upon a written request from a current or former
3 employee, or his or her representative, the employer shall also provide a copy of
4 the personnel records ... later than 30 calendar days from the date the employer
5 receives the request...

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

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

13 173. Additionally, pursuant to IWC Wage Order No. 1, at section 7 re: Records,
14 employers are required to keep accurate payroll records on each employee, and such records
15 must be made readily available for inspection by the employee upon reasonable request. The
16 employer must also maintain accurate production records.

17 174. On or about July 23, 2025, Plaintiff's counsel issued a written request to
18 Defendant CNC for copies of his personnel records.

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

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

28

1 **SEVENTEENTH CAUSE OF ACTION**

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

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

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

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

13 180. Paying overtime/double time wages, minimum wages, affording employees
14 compliant meal/rest breaks, issuing accurate wage statement, paying all wages on termination
15 and reimbursing business expenses, are fundamental public policies of the State of California.
16 It is also the public policy of this State to enforce minimum labor standards, to ensure that
17 employees are not required or permitted to work under substandard and unlawful conditions,
18 and to protect those employers who comply with the law from losing competitive advantage to
19 other employers who fail to comply with labor standards and requirements.

20 181. Defendant CNC failed to pay overtime/ double time wages, minimum wages,
21 allow Plaintiff to take compliant meal/rest breaks, to issue accurate wage statements, pay all
22 wages on termination and reimburse business expenses.

23 182. Through the conduct alleged herein, Defendant CNC acted contrary to these
24 public policies and have thus engaged in unlawful and/or unfair business practices in violation
25 of Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits,
26 and privileges guaranteed to employees under California law.
27
28

183. Defendants regularly and routinely violated the following statutes and regulations with respect to Plaintiff:

Labor Code §§ 510 and 1194 and IWC Wage Order No. 1 as amended (failure to pay overtime/double time);

Cal. *Labor Code* § 1197 and IWC Wage Order No. 1 (failure to pay minimum wages);

Cal. Lab. Code § 226 (failure to provide accurate wage statements to employees at the time of payment);

Cal. Lab. Code §§ 201, 202 and 203 (failure to pay wages due on termination);

Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 1 (failure to provide meal/rest periods);

Cal. Lab. Code § 2802 (failure to reimburse business expenses); and

Cal. Lab. Code § 1198.5 (failure to allow inspection of personnel records).

184. By engaging in these business practices, which are unfair business practices within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendants harmed Plaintiff and gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is entitled to obtain restitution of these funds.

PRAYER FOR RELIEF

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

1. For compensatory damages in the amount of unpaid overtime/double time wages due to Plaintiff, in the amount of \$155,520.00;

2. For compensatory damages in the amount of unpaid minimum wages due to Plaintiff, in the amount of \$155,520.00;

3. For compensatory damages for lost wages and employment benefits, in the amount of \$155,520.00, according to proof;

- 1 4. For compensatory damages for physical injury and emotional distress, in an
2 amount according to proof;
- 3 5. For an award of consequential damages, in an amount to be proven at trial;
- 4 6. For general damages in Plaintiff's favor and against Defendant, according to
5 proof;
- 6 7. For compensation of one hour at the regular rate of pay for each meal/rest period
7 denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 1, according to proof;
- 8 8. For payment of unpaid wages in accordance with California labor and
9 employment law, in the amount of \$155,520.00;
- 10 9. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;
- 11 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8,
12 according to proof;
- 13 11. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
14 § 203, in an amount equal to his daily pay rate at the time of termination, multiplied by the total
15 amount of days elapsed between the date of involuntary termination, and/or 72 hours after
16 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
- 17 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
18 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;
- 19 13. For compensatory damages in the amount of Plaintiff's out of pocket expenses
20 and/or reimbursement of monies incurred while performing Defendant CNC's business-related
21 duties, plus interest, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
- 22 14. For injunctive relief requiring Defendant CNC to comply with *Labor Code*
23 §1198.5(b)(1);
- 24 15. For an award of restitution of wages to Plaintiff in an amount equal to the
25 amount of wages owed and unpaid, according to proof;
- 26 16. For prejudgment interest accrued on all due and unpaid overtime/double time
27 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*
28 *Code* §§218.6 and 1194(a), according to proof;

- 1 17. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2, to
2 Plaintiff in an amount equal to the wages unlawfully unpaid and interest thereon;
3 18. For punitive and exemplary damages in a sum to be determined at trial;
4 19. For reasonable costs, including attorneys' fees, in an amount according to proof
5 pursuant to *Government Code* § 12965(c)(6), *Cal. Labor Code* §§ 218.5, 1194, 2802, 1198.5,
6 2802 and/or *California Code of Civil Procedure* § 1021.5, according to proof; and
7 20. For such other and further relief as the Court deems just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff Guadalupe Romero hereby respectfully requests a trial by jury for all claims
10 and issues raised in his Complaint that may be entitled to a jury trial.
11

12 LIPELES LAW GROUP, APC

13 Date: July 30, 2025

14
15 By: Jasmine Badawi
16 Jasmine J. Badawi
17 Attorneys for Plaintiff
18 Guadalupe Romero
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