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VICTOR ALEXANDER REVOLORIO ASENCIO

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

VICTOR ALEXANDER REVOLORIO
ASENCIO, an individual,

Plaintiff,

vs.

PATINO PROPERTIES, INC., an entity of
unknown form; JOSE PATINO, an
individual; AURORA PATINO, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25CV130872

COMPLAINT FOR:

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

- §12940 *et seq.*);
9. FAILURE TO PAY MINIMUM WAGE AND PAY FOR ALL WAGES EARNED (*Labor Code* §§ 204, 1194 and 1197; IWC Wage Order No. 5);
10. FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED (Cal. Labor Code § 226.7; IWC Wage Order No. 5);
11. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED (Cal. Labor Code § 226.7; IWC Wage Order No. 5);
12. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226);
13. FAILURE TO PAY ALL WAGES DUE ON TERMINATION (Cal. Labor Code §203);
14. FAILURE TO PROVIDE A UNIFORM MAINTENANCE ALLOWANCE (Cal. *Labor Code* §2802);
15. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* §2802);
16. FAILURE TO MAINTAIN ACCURATE RECORDS (Cal. *Labor Code* §1174);
17. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5); and
18. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 *et seq.*)

DEMAND FOR A JURY TRIAL

Victor Alexander Revolorio Asencio (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

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

5 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
6 395.5, because the claims made, and the *Government Code* and *Labor Code* violations as
7 against the persons identified herein, occurred in Alameda County and because Defendant
8 Patino Properties, Inc. owned and operated their business in Alameda County.

9 **II. PARTIES**

10 3. At all times relevant hereto, Plaintiff Victor Alexander Revolorio Asencio
11 (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Oakland, California.

12 4. Plaintiff is informed and believes and thereon alleges that at all times material
13 hereto, Defendant Patino Properties, Inc. (“PATINO”), has been, and is an entity of unknown
14 form, with a principal place of business at 911 Grand Street, Alameda, CA 94501-4022. At all
15 times material hereto, PATINO has been, and is, a property management company.

16 5. Plaintiff was employed at PATINO as a Property Manager/Handyman. Plaintiff
17 is informed and believes and thereon alleges that at all times material hereto PATINO has been
18 authorized to do business and has been doing business in the State of California.

19 6. Plaintiff is informed and believes and thereon alleges that Defendant Jose Patino
20 (“Jose”) is an individual, who at all times relevant herein, was a resident of Alameda County.
21 Jose is an owner of PATINO.

22 7. Plaintiff is informed and believes and thereon alleges that Defendant Aurora
23 Patino (“Aurora”) (collectively with PATINO and Jose “Defendants”) is an individual, who at
24 all times relevant herein, was a resident of Alameda County. Aurora is an owner of PATINO.

25 8. Plaintiff is informed and believes and thereon alleges, that at all times relevant
26 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
27 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
28

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 Alameda.

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 PATINO since in or about December 2018.
5 Plaintiff was a Property Manager/Handyman. He managed an apartment building and
6 performed handyman duties.

7 13. Throughout his employment with PATINO, Plaintiff worked 5 days per week, 8
8 or more hours per day. Plaintiff earned \$31.50 per hour.

9 14. The employment by Defendant PATINO of Plaintiff is governed by Industrial
10 Welfare Commission Wage Order No. 5, which covers those persons employed in the public
11 housekeeping 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 June 12, 2025.

15 16. On or about January 26, 2025, Plaintiff suffered a non-work-related injury when
16 he was riding his motorcycle. Plaintiff dislocated his shoulder. As such, this condition,
17 singularly and in the aggregate, constitutes a physical disability, as that term is defined in
18 *Government Code* § 12926(l)(1)(A), (B).

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

21 18. On or about January 27, 2025, Plaintiff's physician took him off work.

22 19. On or about January 28, 2025, Plaintiff went on disability leave.

23 20. In or about February 2025, Plaintiff's physician told him that he could return to
24 work at 25% capacity. Plaintiff was told that he could climb ladders, work with his right arm
25 and perform repetitive motion work, but at only 25% capacity.

26 21. Plaintiff attempted to return to work and provided his physician notes to Aurora.

27 22. However, Plaintiff was told by Aurora that he could not return to work until he
28 was at 100% capacity.

23. Plaintiff's disability leave was extended until June 20, 2025.

24. In or about April 2025, his restrictions were increased to working at 50% capacity. However, Defendants still refused to allow Plaintiff to return to work.

25. In or about June 2025, Defendants hired someone else to replace Plaintiff.

26. Plaintiff was told by Aurora that PATINO cannot keep waiting for Plaintiff to return to work. Aurora said the position required someone to do heavy work and Plaintiff could not do it. As a result, Defendants terminated Plaintiff on or about June 12, 2025.

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

28. On July 10, 2025, Plaintiff filed an administrative complaint with the California Civil Rights Department (“CCRD”) alleging discrimination and harassment by PATINO, Jose and Aurora. On July 10, 2025, the CCRD issued to Plaintiff a Right to Sue Notice as to PATINO, Jose and Aurora.

Wage and Hour Violations

29. Defendants failed to pay Plaintiff minimum wages.

30. Defendants failed to provide Plaintiff with compliant meal breaks.

31. Defendants failed to provide Plaintiff with any rest breaks.

32. Defendants 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.

33. Defendants failed to pay Plaintiff all wages due on termination.

34. Defendants failed to provide Plaintiff with a uniform maintenance allowance.

35. Defendants failed to reimburse Plaintiff's business expenses.

36. Defendants failed to maintain accurate records.

37. Plaintiff was not provided his personnel records.

38. Pursuant to the California Labor Code, on or about July 10, 2025, Plaintiff filed a notice with the Labor and Workforce Development Agency (LWDA) of his intent to pursue

1 claims against Defendants under the Private Attorney General Act (PAGA). As such, Plaintiff
2 reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint to add a
3 cause of action pursuant to PAGA under Labor Code §§2699 et seq.

4 **FIRST CAUSE OF ACTION**

5 **(Discrimination Based on Physical Disability in Violation of Government Code**
6 **§§12940(a) - By Plaintiff Against Defendant PATINO and Does 1 through 100)**

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

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

12 41. Throughout Plaintiff's employment at PATINO, he was subjected to physical
13 disability discrimination by PATINO's owners, Jose and Aurora.

14 42. PATINO's wrongful discharge of Plaintiff was motivated in substantial part by
15 Plaintiff's physical disability because, among other things, Plaintiff informed them of his
16 injury.

17 43. All of the conduct by PATINO was done with the full knowledge and
18 ratification of the management employees of PATINO, and was consistent with the recognized
19 policies and procedures of PATINO, which tolerated and encouraged such discriminatory
20 physical disability conduct.

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

23 45. At all times herein mentioned, PATINO was legally required to refrain from
24 discriminating against and harassing any employee on the basis of physical disability, among
25 other things. Within the time provided by law, Plaintiff filed a complaint with the California
26 Civil Rights Department, in full compliance with these sections, and he received a right to sue
27 letter.
28

1 46. By wrongfully discharging Plaintiff because of his physical disability, PATINO
2 violated *Government Code* § 12940(a).

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

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

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

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

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

23 **SECOND CAUSE OF ACTION**

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

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

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

5 54. PATINO's harassment was hostile, abusive, continuous and pervasive to create
6 a hostile work environment for the Plaintiff.

7 55. PATINO's harassment was unwelcome, humiliating, offensive and adversely
8 affected the terms of Plaintiff's employment.

9 56. Plaintiff was subjectively offended by PATINO's conduct and any reasonable
10 person in Plaintiff's position would perceive PATINO's conduct as being offensive, hostile and
11 abusive.

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

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

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

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

26 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

18 66. Plaintiff's physical disability was the reason PATINO retaliated against him.

19 67. Plaintiff has suffered monetary damages, lost wages and privileges of
20 employment illegally caused by PATINO's discriminatory conduct in an amount subject to
21 proof at trial.

22 68. PATINO's conduct was the proximate cause of the Plaintiff's damages.

23 69. PATINO did the things hereinabove alleged, intentionally, oppressively, and
24 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
25 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
26 community.
27
28

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

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

FOURTH CAUSE OF ACTION

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

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

73. PATINO knew or reasonably should have known of Jose and Aurora's propensities for engaging in unlawful, discriminatory and harassing conduct in the workplace, that Jose and Aurora should not have been employed by PATINO and PATINO should have restrained Jose and Aurora from engaging in unlawful, discriminatory and harassing conduct towards Plaintiff based on his disability, and PATINO should have provided training and instruction to Jose and Aurora on the laws pertaining to discrimination and harassment. PATINO failed to take all reasonable steps necessary to prevent the discrimination and harassment from occurring.

74. Plaintiff is informed and believes and thereupon alleges that PATINO failed to provide adequate training to their owners.

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

76. PATINO failed to take measures to prevent discrimination and retaliation.

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

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

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

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

FIFTH CAUSE OF ACTION

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

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

82. Beginning in or about January 2025, Plaintiff was harassed by the actions, conduct and comments of PATINO's owners/managers, Jose and Aurora, which actions, conduct and comments combined to create and allow a pattern of discriminatory treatment towards him due to his disability. Defendants' actions constituted a continuing violation of Cal. Gov. Code § 12940, et seq.

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

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

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

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

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

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

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

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

SIXTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

SEVENTH CAUSE OF ACTION

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

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

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

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

9 102. Plaintiff reported his disability to PATINO, triggering PATINO's obligation to
10 engage in a good faith interactive process with Plaintiff, but at all times herein, PATINO failed
11 and refused to do so.

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

27 104. The above acts of PATINO constitute violations of FEHA, and were a
28 proximate cause of Plaintiff's damages as stated below.

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

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

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

EIGHTH CAUSE OF ACTION

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

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

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

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

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

112. PATINO, acting through its employees and managers, intentionally created and knowingly permitted the discrimination based on physical disability and discrimination.

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

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

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

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

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

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

NINTH CAUSE OF ACTION

**(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,
119, IWC Wage Order No. 5 – By Plaintiff Against all Defendants and Does 1 through
100)**

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

120. *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. 5-2001 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.

21 121. Pursuant to Cal. Labor Code §558.1:

22 (a) Any employer or other person acting on behalf of an employer, who
23 violates, or causes to be violated, any provision regulating...hours and
24 days of work in any order of the Industrial Welfare Commission, or
25 violates, or causes to be violated Sections 203, 226, 226.7, 1193.6, 1194,
26 2802, may be held liable as the employer for such violation.
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28

1 (b) For purposes of this section, the term “other person acting on behalf
2 of an employer” is limited to a natural person who is an owner, director,
3 officer, or managing agent of the employer, and the term “managing
4 agent” has the same meaning as in subdivision (b) of Section 3294 of the
5 Civil Code.
6

7 (c) Nothing in this section shall be construed to limit the definition of
8 employer under existing law.

9 122. Jose and Aurora are persons acting on behalf of PATINO and are therefore
10 liable to Plaintiff as an employer. Jose and Aurora caused the laws relating to minimum wages
11 to be violated.

12 123. Here, Plaintiff was not paid minimum wages that were due to him due to
13 Defendants’ failure to afford compliant meal/rest breaks.

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

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

26 126. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
27 of compensation due and owing to him as a direct result of Defendants’ unlawful acts and
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1 Labor Code violations in the amount of at least \$120,960, to be shown according to proof at
2 trial.

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

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

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

12 **TENTH CAUSE OF ACTION**

13 **(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code § 226.7 – By**
14 **Plaintiff Against all Defendants and Does 1 through 100)**

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

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

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

25 133. IWC Wage Order No. 5 provides, in relevant part: "No employer shall employ
26 any person for a work period of more than five (5) hours without a meal period of not less than
27 30-minutes, except that when a work period of not more than six (6) hours will complete the
28

1 day's work the meal period may be waived by mutual consent of the employer and the
2 employee."

3 134. IWC Wage Order No. 5 further provides, in relevant part: "Unless the employee
4 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
5 'on duty' meal period and counted as time worked."

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

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

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

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

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

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

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

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

12 138. Pursuant to Cal. Labor Code §558.1:

13 (a) Any employer or other person acting on behalf of an employer, who
14 violates, or causes to be violated, any provision regulating...hours and
15 days of work in any order of the Industrial Welfare Commission, or
16 violates, or causes to be violated Sections 203, 226, 226.7, 1193.6, 1194,
17 2802, may be held liable as the employer for such violation.

18 (b) For purposes of this section, the term "other person acting on behalf
19 of an employer" is limited to a natural person who is an owner, director,
20 officer, or managing agent of the employer, and the term "managing
21 agent" has the same meaning as in subdivision (b) of Section 3294 of the
22 Civil Code.

23 (c) Nothing in this section shall be construed to limit the definition of
24 employer under existing law.

25 139. Jose and Aurora are persons acting on behalf of PATINO and are therefore
26 liable to Plaintiff as an employer. Jose and Aurora caused the laws relating to meal breaks to be
27 violated.

28 140. Defendants violated Labor Code § 512 and IWC Wage Order No. 5 by routinely
failing to afford Plaintiff any meal breaks.

141. Defendants further violated IWC Wage Order No. 5 and Labor Code § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate of pay for each work day that the meal period was not provided, in the amount of \$120,960.00. This amount remains owed and unpaid.

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

143. As a direct and proximate result of Defendants' 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 economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendants' violations of the California Labor Code and IWC Wage Order No. 5.

ELEVENTH CAUSE OF ACTION

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

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

145. Labor Code § 226.7 and IWC Wage Order No. 5 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

146. Labor Code § 226.7 and IWC Wage Order No. 5 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

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

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the

1 Industrial Welfare Commission shall be subject to a civil penalty as
2 follows:

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

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

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

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

11 148. Pursuant to Cal. Labor Code §558.1:

12 (a) Any employer or other person acting on behalf of an employer, who
13 violates, or causes to be violated, any provision regulating...hours and
14 days of work in any order of the Industrial Welfare Commission, or
15 violates, or causes to be violated Sections 203, 226, 226.7, 1193.6, 1194,
16 2802, may be held liable as the employer for such violation.

17
18 (b) For purposes of this section, the term “other person acting on behalf
19 of an employer” is limited to a natural person who is an owner, director,
20 officer, or managing agent of the employer, and the term “managing
21 agent” has the same meaning as in subdivision (b) of Section 3294 of the
22 Civil Code.

23
24 (c) Nothing in this section shall be construed to limit the definition of
25 employer under existing law.

26 149. Jose and Aurora are persons acting on behalf of PATINO and are therefore
27 liable to Plaintiff as an employer. Jose and Aurora caused the laws relating to rest breaks to be
28 violated.

150. Defendants violated Labor Code § 512 and IWC Wage Order No. 5 by failing to provide Plaintiff the requisite 10-minute rest periods, required by law. Plaintiff was never afforded any rest breaks.

151. Defendants have intentionally and improperly denied any rest periods to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 5.

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

153. At all times relevant hereto, Defendants failed to provide rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 5.

154. By virtue of Defendants' unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages the amount of at least \$120,960.00, according to proof at trial.

TWELFTH CAUSE OF ACTION

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

Code §226 – By Plaintiff Against all Defendants and Does 1 through 100)

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

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

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

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

3 **THIRTEENTH CAUSE OF ACTION**

4 **(Failure to Pay All Wages Due on Termination - Cal. Lab. Code §203 - By Plaintiff**
5 **Against all Defendants and Does 1 through 100)**

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

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

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

14 162. Plaintiff was wrongfully terminated from Defendants' employ and Defendants
15 willfully failed to pay Plaintiff wages due to him.

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

18 164. By willfully failing to pay Plaintiff separate amounts owed for minimum wages
19 and meal/rest breaks not afforded, as set forth above, in a timely manner as required by Cal.
20 Lab. Code §§ 201 & 202, Defendants are liable to him for penalties pursuant to Cal. Lab. Code
21 § 203, in an amount equal to 30 days of his per diem wage rate in an amount according to
22 proof. Plaintiff requests to recover those waiting time penalties under Labor Code §203.

23 **FOURTEENTH CAUSE OF ACTION**

24 **(Failure to Provide a Uniform Maintenance Allowance Cal. Labor Code §2802 By all**
25 **Plaintiff Against all Defendants and Does 1 through 100)**

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

1 166. Under California law, if an employer requires non-exempt employees to wear a
2 uniform, the employer must pay for and maintain the uniform for the employee. Labor Code
3 §2802.

4 167. An employer may never impose a financial burden on employees, with respect
5 to purchasing or maintaining clothing, which would reduce the employee's wage rate below the
6 minimum wage.

7 168. Here, Plaintiff was required to purchase clothing and boots.

8 169. Defendants failed to purchase clothing and boots for Plaintiff nor reimburse him
9 for the cost thereof.

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

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

15 **FIFTEENTH CAUSE OF ACTION**

16 **(Failure to Reimburse Business Expenses in violation of Cal. Labor Code §2802 By**
17 **Plaintiff Against all Defendants and Does 1 through 100)**

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

20 173. Labor Code §2802 requires employers to indemnify employees for all necessary
21 expenditures incurred by employees in the discharge of his duties.

22 174. At all times relevant herein, Defendants were aware that Plaintiff was using his
23 cell phone for business, but failed to indemnify Plaintiff for all his business-related expenses, in
24 accordance with Labor Code §2802.

25 175. As a result of Defendants conduct, Plaintiff suffered damages in an amount,
26 subject to proof, to the extent he was not reimbursed for all of his business-related expenses
27 incurred in the discharge of his duties.

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

3 **SIXTEENTH CAUSE OF ACTION**

4 **(Failure to Maintain Accurate Records in violation of Cal. Labor Code §1174 (d) By**
5 **Plaintiff Against all Defendants and Does 1 through 100)**

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

8 178. Labor Code section 1174(d) requires that employers, including Defendants,
9 maintain accurate records showing the hours worked daily by its employees and to whom
10 wages were paid.

11 179. Additionally, the "Records" section of IWC Wage Order No. 5 obligates the
12 employer, including Defendants, to keep accurate information with respect to each one of their
13 employees including, but not limited to, the total wages paid each payroll period, and time
14 records showing when the employee begins and ends each work period, the total daily hours
15 worked, the total hours worked in the payroll period, and the applicable rates of pay.

16 180. Pursuant to Labor Code section 1174.5, any person employing labor who
17 willfully fails to maintain accurate and complete records required by Labor Code section
18 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to
19 maintain accurate records regarding Plaintiff, because Plaintiff was not required to clock in/out
20 for his shifts and was not required to write his shift start/end times down.

21 181. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered
22 and continues to suffer substantial losses related to Defendants' failure to maintain accurate
23 records.

24 182. Plaintiff seeks all available remedies for Defendants' violations including, but
25 not limited to penalties, and costs to the extent permitted by law.

26 **SEVENTEENTH CAUSE OF ACTION**

27 **(Failure to Allow Inspection of Employment Records in violation of Cal. Lab. Code**
28 **§1198.5 - By Plaintiff Against all Defendants and Does 1 through 100)**

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

3 184. California Labor Code Section 1198.5 provides:

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

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

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

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

26 185. Additionally, pursuant to IWC Wage Order No. 5, at section 7 re: Records,
27 employers are required to keep accurate payroll records on each employee, and such records
28

1 must be made readily available for inspection by the employee upon reasonable request. The
2 employer must also maintain accurate production records.

3 186. On or about July 10, 2025, Plaintiff's counsel issued a written request to
4 Defendants for copies of his personnel records.

5 187. Under California Labor Code Sections 226, 432 and 1198.5, such records were
6 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
7 Plaintiff's counsel and Defendants did not enter into an agreement to enlarge the time for
8 Defendants' compliance, and Defendants have failed and refused to permit Plaintiff copies of
9 his records.

10 188. As a direct result and consequence of Defendants' failure and refusal to permit
11 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
12 decree mandating Defendants' compliance. Plaintiff has suffered and will suffer harm as a
13 result of Defendants ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
14 penalty of \$750 based upon Defendants' violation of §1198.5.

15 **EIGHTEENTH CAUSE OF ACTION**

16 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
17 **§17200 et. seq. – By Plaintiff Against all Defendants and Does 1 through 100)**

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

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

22 191. Defendants' conduct as alleged herein has been and continues to be unfair,
23 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
24 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
25 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
26 therefore has standing to bring this suit for restitution.
27
28

1 192. Paying minimum wages, affording employees compliant meal/rest breaks,
2 issuing accurate wage statement, paying all wages on termination, providing a uniform
3 maintenance allowance, reimbursing business expenses and maintaining accurate records are
4 fundamental public policies of the State of California. It is also the public policy of this State to
5 enforce minimum labor standards, to ensure that employees are not required or permitted to
6 work under substandard and unlawful conditions, and to protect those employers who comply
7 with the law from losing competitive advantage to other employers who fail to comply with
8 labor standards and requirements.

9 193. Defendants failed to pay minimum wages, allow Plaintiff to take compliant
10 meal/rest breaks, to issue accurate wage statements, pay all wages on termination, provide a
11 uniform maintenance allowance, reimburse business expenses and maintain accurate records.

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

16 195. Defendants regularly and routinely violated the following statutes and
17 regulations with respect to Plaintiff:

18 Cal. *Labor Code* § 1197 and IWC Wage Order No. 5 (failure to pay minimum
19 wages);

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

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

23 Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 5 (failure to
24 provide meal/rest periods);

25 Cal. Lab. Code § 2802 (failure to provide a uniform maintenance allowance);

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

27 Cal. Lab. Code § 1174(d) (failure to maintain accurate records); and

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

196. 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 minimum wages due to Plaintiff, in the amount of \$120,960.00;

2. For compensatory damages for lost wages and employment benefits, in the amount of \$120,960.00, according to proof;

3. For compensatory damages for physical injury and emotional distress, in an amount according to proof;

4. For an award of consequential damages, in an amount to be proven at trial;

5. For general damages in Plaintiff's favor and against Defendants, according to proof;

6. For compensation of one hour at the regular rate of pay for each meal/rest period denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 5, according to proof;

7. For payment of unpaid wages in accordance with California labor and employment law, in the amount of \$120,960.00;

8. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;

9. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8, 1174.5, according to proof;

10. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* § 203, in an amount equal to his daily pay rate at the time of termination, multiplied by the total amount of days elapsed between the date of involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

1 11. For specific relief enforcing waiting time penalties of 30 days of per diem wages
2 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

3 12. For compensatory damages in the amount of Plaintiff's clothing and boots
4 purchases for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ. Proc.
5 §2802(c);

6 13. For compensatory damages in the amount of Plaintiff's out of pocket expenses
7 and/or reimbursement of monies incurred while performing Defendants' business-related
8 duties, plus interest, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);

9 14. For injunctive relief requiring Defendants to comply with Labor Code
10 §1198.5(b)(1);

11 15. For an award of restitution of wages to Plaintiff in an amount equal to the
12 amount of wages owed and unpaid, according to proof;

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

16 17. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2, to
17 Plaintiff in an amount equal to the wages unlawfully unpaid and interest thereon;

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

19 19. For reasonable costs, including attorneys' fees, in an amount according to proof
20 pursuant to *Government Code* § 12965(c)(6), Cal. Labor Code §§ 218.5, 1194, 2802, 1198.5,
21 2802 and/or *California Code of Civil Procedure* § 1021.5, according to proof; and

22 20. For such other and further relief as the Court deems just and proper.
23

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff Victor Alexander Revolorio Asencio hereby respectfully requests a trial by
26 jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: July 10, 2025

By: Jasmine Badawi
Jasmine J. Badawi
Attorneys for Plaintiff
Victor Alexander Revolorio Asencio