

1 **KAVEH S. ELIHU, ESQ. (SBN 268249)**
2 kelihu@ejlglaw.com
3 **DANIEL J. FRIEDMAN, ESQ. (SBN 289670)**
4 dfriedman@ejlglaw.com
5 **GERMAN MONROY, ESQ. (SBN 361038)**
6 gmonroy@ejlglaw.com
7 **EMPLOYEE JUSTICE LEGAL GROUP, P.C.**
8 1001 Wilshire Blvd., Los Angeles, CA 90017
9 Tele.: (213) 382-2222; Fax: (213) 382-2230

10 Attorneys for Plaintiff Joshua Allen-Wilson

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA,**
12 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 JOSHUA ALLEN-WILSON, an Individual,

14 Plaintiff,

15 vs.

16 RADIN LOGISTICS, LLC, a California
17 Limited Liability Company; RADIN
18 TESTING LLC, a California Limited Liability
19 Company; RADIN INVESTMENT
20 COMPANY LLC, a California Limited
21 Liability Company; REZA RAHIMI, an
22 Individual; CYNTHIA MUNOZ, an
23 Individual; and DOES 1-20, inclusive,

24 Defendants.

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

Case No.: **25STCV26794**

COMPLAINT FOR:

1. Disability Discrimination;
2. Failure to Provide Reasonable Accommodations;
3. Failure to Engage in a Good Faith Interactive Process in Violation of the Fair Employment and Housing Act ("FEHA");
4. Retaliation in Violation of the FEHA;
5. Failure to Take All Reasonable Steps to Prevent Discrimination and/or Retaliation;
6. Wrongful Termination in Violation of Public Policy;
7. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 98.6;
8. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 232.5;
9. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 1102.5;
10. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 6310;
11. Violation of *Civil Code* §§ 43 & 52.1;
12. Defamation;
13. Violation of *Labor Code* § 201-203;
14. Violation of *Labor Code* § 226;
15. Violation of *Labor Code* § 226.7;
16. Violation of *Labor Code* § 558.1;

17. Private Attorney General Act; and
18. Failure to Permit Inspection of Personnel
and Payroll Records.

DEMAND FOR JURY TRIAL

Plaintiff, Joshua Allen-Wilson (hereinafter "Plaintiff"), hereby alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to California Constitution Article VI, § 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

2. Plaintiff has exhausted his administrative remedies by the timely request of a Right to Sue notice from the California Civil Rights Division within three years of the events alleged herein.

3. On July 8, 2025, more than 65 calendar days prior to filing this Complaint, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") via online filing, and simultaneously served Defendants via certified mail, specifying the particular provisions of the California Labor Code that Defendants allegedly violated, including the factual basis for each alleged violation

4. This Court has jurisdiction over all Defendants because, based on information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

6. Plaintiff, at all times relevant to this action, resided in the State of California, County of

1 Los Angeles, California and was entitled to the protection of California Government Code §§12940, et
2 seq.

3 7. Plaintiff is informed and believes, and thereon alleges, that Defendant RADIN
4 LOGISTICS, LLC is, at all relevant times, a California limited liability company. Plaintiff is further
5 informed and believes, and alleges, that RADIN LOGISTICS, LLC, is a freight carrier.

6 8. Plaintiff is informed and believes, and thereon alleges, that Defendant RADIN
7 TESTING, LLC is, at all relevant times, a California limited liability company. Plaintiff is further
8 informed and believes, and alleges, that RADIN TESTING, LLC is related to, affiliated with, and may
9 be the alter ego of RADIN LOGISTICS, LLC, such that the separate existence of these entities is in
10 some respects disregarded and they operate as an integrated enterprise.

11 9. Plaintiff is informed and believes, and thereon alleges, that Defendant RADIN
12 INVESTMENT COMPANY, LLC is, at all relevant times, a California limited liability company.
13 Plaintiff is further informed and believes, and alleges, that RADIN INVESTMENT COMPANY, LLC is
14 related to, affiliated with, and may be the alter ego of RADIN LOGISTICS, LLC, such that the separate
15 existence of these entities is in some respects disregarded and they operate as an integrated enterprise.

16 10. Plaintiff is informed and believes, and thereon alleges, that Defendants RADIN
17 LOGISTICS, LLC, RADIN TESTING, LLC, and RADIN INVESTMENT COMPANY, LLC
18 (collectively hereafter “RADIN”) were Plaintiff’s employers within the meaning of the Labor Code,
19 Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and
20 12950, and regularly employ one-hundred (100) or more persons and are therefore subject to the
21 jurisdiction of this court.

22 11. Defendant, REZA RAHIMI (hereinafter “RAHIMI”), was and is, upon information and
23 belief, an individual and is and at all times relevant hereto was a resident in the County of Los Angeles,
24 in the State of California.

25 12. Defendant, CYNTHIA MUNOZ (hereinafter “MUNOZ”), was and is, upon information
26 and belief, an individual and is and at all times relevant hereto was a resident in the County of Los
27 Angeles, in the State of California.
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1 13. RADIN, RAHIMI, MUNOZ, and DOES 1-20 are referred to collectively as the
2 “Defendants.”

3 14. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
4 the fictitious names DOES 1-20 but prays for leave to amend and serve such fictitiously named
5 Defendants pursuant to California *Code of Civil Procedure* § 474, once their names and capacities
6 become known.

7 15. Plaintiff is informed and believes, and thereon alleges, that DOES 1-20 are the partners,
8 joint ventures, parent companies, owners, shareholders or managers or employees of Defendants and,
9 therefore, were acting on behalf of Defendants.

10 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants are
11 in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences or
12 transactions alleged herein.

13 17. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
14 omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the
15 agent for the other, with legal authority to act on the other’s behalf. The acts of Defendants were in
16 accordance with, and represent the official policy of Defendants.

17 18. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto
18 and mentioned herein, each Defendants sued herein (*both named and DOE Defendants*) was the agent,
19 servant, employer, joint venturer, joint employer, contractor, contractee, partner, division owner,
20 subsidiary, division, alias, and/or alter ego of each of the remaining Defendants and was, at all times,
21 acting within the purpose and scope of such agency, servitude, employment, contract, ownership,
22 subsidiary, alias and/or alter ego and with the authority, consent, approval, control, influence and
23 ratification of each remaining Defendants sued herein.

24 19. At all times herein mentioned, Defendants, and each of them, ratified each and every act
25 or omission complained of herein. At all times herein mentioned, the Defendants, and each of them,
26 aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the
27 damages herein alleged.
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ALTER EGO, AGENCY AND JOINT EMPLOYER

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

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

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

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

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

d. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES 1-20 do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of Defendants and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion.

f. Defendants are, and at all times relevant hereto was, used by DOES 1-20 as mere shells and conduits for the conduct of certain Defendants' affairs, and is, and was, the alter ego of DOES 1-20. The recognition of the separate existence of Defendants and DOES 1-20 from one

1 another would not promote justice, in that it would permit Defendants to insulate themselves from
2 liability to Plaintiff for violations of the Government Code, Labor Code, and other statutory
3 violations. The corporate existence of Defendants and DOES 1-20 should be disregarded in equity and
4 for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff
5 herein.

6 22. Accordingly, Defendants and DOES 1-20 constitute the alter egos of one another, and the
7 fiction of their separate corporate existence must be disregarded.

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

14 **SUCCESSOR LIABILITY**

15 24. Plaintiff is informed and believes, and based thereon alleges, that successor liability
16 exists between Defendants and DOES 1-20.

17 25. Plaintiff is informed and believes, and based thereon alleges, Defendants and DOES 1-20
18 entered into a contract wherein Defendants agreed to assume the liabilities of DOES 1-20.

19 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
20 1-20 engaged in a transaction that was couched as the sale of assets, but which contains elements more
21 characteristic of a merger or consolidation of one another.

22 27. Plaintiff is informed and believes, and based thereon alleges, that DOES 1-20 continued
23 to operate under Defendants in the form of continuity of management, personnel, physical location,
24 assets and general business operations.

25 28. Plaintiff is informed and believes, and based thereon alleges, that there was a continuity
26 of shareholders a result of Defendants purchasing the assets of DOES 1-20, with shares of Defendants
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1 stock that are issued to the shareholders of DOES 1-20.

2 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
3 1 - 20 ceased their ordinary business operations at the same location and dissolved after the sale.

4 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants took over
5 the obligations of and DOES 1-20 that are necessary for the uninterrupted continuation of the normal
6 business operations of DOES 1-20.

7 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants conduct
8 business in the same store with the same employees, equipment and forms as DOES 1-20.

9 32. Plaintiff is informed and believes, and based thereon alleges, that the identity of
10 stockholders and directors is the same among Defendants on the one hand and DOES 1-20 on the other.

11 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants are a
12 continuation of DOES 1-20 because it retains the same employees of Defendants and DOES 1-20, it
13 retains the same management as Defendants and DOES 1-20, it retains the same facilities Defendants
14 and DOES 1-20, it produces the same products as Defendants and DOES 1-20, it retains the same name
15 as Defendants and DOES 1-20, it retains the same business operations as Defendants and DOES 1-20,
16 and it holds itself out as a continuation of Defendants and DOES 1-20.

17 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
18 continuation of DOES 1-20 because there is continuity of management, personnel, location, assets and
19 general business operations.

20 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
21 continuation of DOES 1-20 because DOES 1-20 ceased their business operations and dissolved.

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
23 continuation of DOES 1-20 because Defendants assumed the liabilities and obligations of DOES 1-20
24 that are usually necessary for the continuation of the operations of DOES 1-20.

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
26 continuation of DOES 1-20 because Defendants represents itself, either expressly or by omitting to do
27 otherwise, as the continuation of DOES 1-20.
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1 38. Plaintiff is informed and believes, and based thereon alleges, that the employees of the
2 Defendants are doing the same jobs in the same working conditions under the same supervisors as when
3 the store was operating under DOES 1-20.

4 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants has the
5 same production process, produces the same products, and basically has the same body of customers as
6 when the store was operating under DOES 1-20.

7 40. Plaintiff is informed and believes, and based thereon alleges, that there has been a
8 substantial continuity of business operations of DOES 1-20 under Defendants.

9 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants uses the
10 same location as DOES 1-20.

11 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants uses the
12 same or substantially the same work force as DOES 1-20.

13 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants use the
14 same or substantially the same supervisory personnel as DOES 1-20.

15 44. Plaintiff is informed and believes, and based thereon alleges, that the same jobs exist
16 under substantially the same working conditions under Defendants as they did under DOES 1-20.

17 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants uses the
18 same machinery, equipment, and methods of production as DOES 1-20.

19 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants purchased
20 all or substantially all of the assets of DOES 1-20 for insufficient consideration. Thus, there was fraud in
21 the sales transaction in the alleged divestiture of Defendants and DOES 1-20. Accordingly, Defendants
22 and DOES 1-20 are successors in interest of DOES 1-20 and are thereby liable for the debts or liabilities
23 of one another.
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26 **JOINT VENTURE AND INTEGRATED ENTERPRISE**

27 47. Plaintiff is informed and believes, and based thereon alleges, that a joint venture exists
28 between Defendants and DOES 1-20.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES 1-20 combined their property, skill, or knowledge with the intent to carry out a single business undertaking.

49. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES 1-20 each have an ownership in the business.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES 1-20 have joint control over the business, even if they agree to delegate control.

51. Plaintiff is informed and believes, and based thereon, that Defendants, and DOES 1-20 agree to share the profits and losses of the business.

52. Accordingly, Defendants and DOES 1-20 engaged in a joint venture.

53. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES 1-20 had common management.

54. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and DOES 1-20 had common ownership or financial control.

55. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of a joint venture and integrated enterprise, and that Plaintiff was an employee of Defendants and DOES 1-20.

FACTUAL ALLEGATIONS

56. At all relevant times, Defendants owned and operated a freight carrier company within California and collectively employed more than a hundred employees, qualifying as an employer under the FEHA, Government Code section 12900 et seq.

57. On or about September 20, 2022, Defendants hired Plaintiff as a delivery driver at the Amazon delivery station located at 2751 Skypark Dr., Torrance, California (“Torrance Delivery Station”). As a delivery driver, Plaintiff was responsible for delivering packages to customers by following designated routes. Plaintiff conducted all assigned tasks efficiently and without the need for supervision.

1 58. Plaintiff was a loyal and dedicated employee whose work performance was consistently
2 satisfactory and often exceeded expectations. He fulfilled his duties and substantially complied with the
3 terms and conditions of his employment.

4 59. From Plaintiff's start date until approximately October 2024, Plaintiff's schedule varied
5 generally consisted of three to four shifts per week with an average of about 60 to 70 hours per week.
6 After about October 2024, Plaintiff's hours were reduced to 52 to 54 hours a week. Around the time of
7 his termination, Plaintiff's schedule had been reduced to working one to two shifts per week with an
8 average of about 10 to 12 hours per week.

9 60. Plaintiff was paid \$19.50 per hour during the first half of 2024. During the second half of
10 2024 until his termination, Plaintiff's hourly rate was raised to \$21.50 an hour.

11 61. From approximately October 2024 until his termination, Plaintiff was regularly denied
12 statutorily mandated rest breaks. Defendants' manager, specifically RAHIMI and MUNOZ, required
13 Plaintiff to continue performing work-related tasks during break periods in order to meet Defendants'
14 desired metrics which prevented him from taking breaks. When Plaintiff requested breaks, he was told
15 by his managers that he needed to continue working and complete his route. Despite the lack of rest
16 breaks, Defendants failed to pay Plaintiff the premium wages owed for missed breaks under Labor Code
17 § 226.7. These premiums remain unpaid. Plaintiff's repeated complaints to RAHIMI and MUNOZ
18 regarding these violations, made between approximately October 2024 and February 2025, placed
19 Defendants on actual notice of these Labor Code breaches. Such complaints constituted protected
20 activity under Labor Code § 98.6.

21 62. On or about September 2024, Plaintiff sustained a workplace injury while unloading
22 packages from his van. Plaintiff placed his foot on an improperly welded step on the van which caused
23 him to injure his left leg and foot. Plaintiff was sent to Concentra's Urgent Care where he was diagnosed
24 with a high ankle sprain. Plaintiff's injuries constituted a physical disability under California
25 Government Code § 12926(m). Plaintiff immediately notified his manager about his injuries, thereby
26 placing Defendants on notice of Plaintiff's disability and his request for reasonable accommodation,
27 including medical leave and/or any other accommodations that could have been identified through a
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1 good faith interactive process.

2 63. The day after Plaintiff's injury, Plaintiff went to the Torrance Delivery Station and
3 provided his manager with his work restrictions. This communication constituted a formal request for
4 reasonable accommodation under Government Code § 12940(m). Plaintiff was placed on light duty for
5 approximately three weeks wherein Plaintiff did office work in the dispatch office at the Torrance
6 Delivery Station.

7 64. However, while Plaintiff was still working in the dispatch office, Plaintiff's manager told
8 Plaintiff that RAHIMI was terminating employees with disabilities and suggested that it was in
9 Plaintiff's "best interest" to return to work as a delivery driver. Although Plaintiff was still disabled, he
10 was afraid that he would be retaliated against by Defendants if he remained in the dispatch office.
11 Fearing retaliation, Plaintiff prematurely returned to work as a delivery driver. By retaliating against
12 Plaintiff for requesting a reasonable accommodation and refusing to permit Plaintiff to continue his light
13 duty in the dispatch office, Defendants have violated Government Code § 12945.2.

14 65. Having returned to work as a delivery driver before he fully recovered from his
15 disabilities, Plaintiff continued to experience significant pain while performing his job duties. Despite
16 their knowledge of Plaintiff's disability, Defendants' managers, including MUNOZ, pressured Plaintiff
17 to work at full capacity and meet standard performance metrics despite his injuries, which constituted
18 discriminatory treatment based on his actual and/or perceived disability. For example, Plaintiff's
19 managers, including MUNOZ, would say that he was working "too slow" and "not efficiently," and they
20 disregarded Plaintiff's repeated explanations that his injuries affected his ability to perform his duties.

21 66. Defendants' discriminatory and retaliatory conduct extended further. From October 2024
22 through the end of his termination, Plaintiff's managers began to give Plaintiff routes in dangerous
23 areas. During the first half of 2024, Plaintiff had previously complained to another manager that he was
24 given routes in dangerous areas which made it difficult for him to leave his van and deliver packages.
25 Plaintiff's previous manager understood Plaintiff's concern and stopped assigning him these dangerous
26 routes since they were unsafe working conditions. However, after Plaintiff's request for a reasonable
27 accommodation, Plaintiff's manager began to reassign him routes in these dangerous areas. On one
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1 occasion, Plaintiff was standing outside his van when a stranger approached him with a visible firearm
2 in his waist band and asked Plaintiff where he was from. Plaintiff, reasonably concerned with the unsafe
3 working conditions he was being subjected to, complained to his manager about this incident and that he
4 was being sent to dangerous areas, thereby notifying Defendants of the unsafe working conditions he
5 had been subjected to during the course and scope of his employment. This report constituted protected
6 activity under Labor Code sections 232.5, 1102.5, and 6310. Despite Plaintiff's complaints, Plaintiff's
7 managers continued to send him to dangerous areas. As such, Defendants failed to provide Plaintiff with
8 a workplace free from violence and bodily harm in violation of *Civil Code* § 43 and 52.1.

9 67. From approximately October 2024 through the end of his employment, Defendants'
10 managers further discriminated against and retaliated against Plaintiff by reducing his hours. Prior to
11 October 2024, Plaintiff worked approximately 60 to 70 hours per week. However, after Plaintiff request
12 for reasonable accommodation, Defendants' managers only assigned Plaintiff 52 to 54 hours per week
13 and eventually reduced his schedule to 10 to 12 hours per week. Defendants' reduction of Plaintiff's
14 hours constitutes an adverse employment action and was in direct response to his request for
15 accommodation, complaints about unsafe working conditions, and complaints about not being able to
16 take his rest breaks.

17 68. On or about February 20, 2025, Plaintiff was completing his assigned route when he
18 discovered that one of the streets was blocked due to construction. Plaintiff photographed the blockage
19 and sent it to his manager to show he could not deliver the package. The customer, who could not
20 receive the delivery, followed Plaintiff's van and confronted him, making racially offensive remarks.
21 When Plaintiff returned to the Torrance Delivery Station, his manager discussed the customer complaint
22 and began criticizing Plaintiff's work performance. After months of working injured, being pressured to
23 meet standard performance metrics despite his injuries, being assigned to dangerous routes, and having
24 his hours significantly reduced, Plaintiff could no longer remain silent and explained to his manager all
25 of the unlawful treatment he had endured since his injury. After expressing his concerns, Plaintiff left
26 the Torrance Delivery Station.

27 69. On or about February 21, 2025, Plaintiff arrived at the Torrance Delivery Station and was
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1 told by his manager that he was under investigation and was told not to come into work. Plaintiff's
2 unjustified suspension is yet another example of Defendants retaliating and discriminating against
3 Plaintiff for engaging in protected activity and/or making complaints of unlawful conduct by his
4 managers.

5 70. On or about February 23, 2025, Plaintiff returned to work to determine if he was still
6 suspended. Plaintiff saw that he was not being scheduled to work, so he went to speak with Defendants'
7 human resources representative. Plaintiff explained to the human resources representative that he had
8 been suspended, and he felt that it was unjustified. The human resources representative suggested he
9 make a complaint to Defendants' corporate human resources. Around this time, Plaintiff called
10 Amazon's corporate human resources to make a formal complaint about the retaliation and
11 discrimination he was experiencing, placing Defendants on notice of the managers' unlawful conduct
12 and thereby triggering their statutory duties under Government Code sections 12940(k) to promptly
13 investigate and take appropriate remedial action.

14 71. Shortly after February 23, 2025, Plaintiff stopped going to the Torrance Delivery Station
15 to check whether he was scheduled for routes since he was never told by his managers the status or the
16 the outcome of the investigation. Further, around this time Plaintiff discovered that he had lost access to
17 his Sling account which further suggested that Plaintiff was still on suspension since he could not check
18 if he was being scheduled.

19 72. On or about March 2025, Defendants committed their final act of retaliation and
20 discrimination by emailing Plaintiff that he had been terminated for allegedly abandoning his position
21 and for violent behavior. Plaintiff was baffled by Defendants' purported rationale for his termination.
22 First, Plaintiff was told that he was placed on a suspension and never received a status on or the
23 outcome of the suspension. After going to work and seeing that he was not placed on the schedule he
24 made the reasonable choice not to return to the Torrance Delivery Station until he was contacted by
25 Defendants about the investigation. Second, Plaintiff's conversation with his manager on February 20,
26 2025 could not be construed as "violent behavior." Plaintiff never verbally threatened anybody, nor did
27 he physically engage in any threatening or violent conduct. Defendants' stated rationale for termination
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1 was knowingly false and pretextual, intended to conceal their discriminatory and retaliatory motives in
2 wrongfully terminating Plaintiff based on his disability, his requests for reasonable accommodation,
3 complaints about unsafe working conditions, complaints about not receiving his rest breaks, and his
4 opposition to and complaints about unlawful conduct.

5 73. In addition to the wrongful termination described above, Defendants and RAHIMI made
6 and/or published false statements of fact about Plaintiff to third parties, including but not limited to
7 other employees, prospective employers, and industry contacts. These statements falsely asserted that
8 Plaintiff was terminated for “job abandonment” and “violent behavior” despite Defendants and
9 RAHIMI knowing such statements were untrue and pretextual. The false statements were made
10 negligently, recklessly, and/or with actual malice, and were not privileged under California law. Such
11 statements were defamatory per se because they tended to injure Plaintiff in his occupation, diminish his
12 professional reputation, and expose him to contempt, ridicule, and disgrace.

13 74. Defendants failed to engage in an interactive process with Plaintiff, failed to reasonably
14 accommodate Plaintiff, and wrongfully terminated Plaintiff based on pretextual reasons. As a result,
15 Defendants unlawfully denied Plaintiff the reasonable accommodations he was owed, and, further,
16 unlawfully discriminated against Plaintiff, retaliated against him and wrongfully terminated him on the
17 basis of his actual or perceived disabilities, his requests for reasonable accommodations and/or his
18 requests for and taking job protected medical leave.

19 75. Plaintiff seeks recovery of all lost wages, bonuses, commissions, and benefits, as well as
20 general damages for emotional and mental distress in an amount exceeding the jurisdictional minimum
21 of this Court.

22 76. At all times, Defendants’ conduct, as described above, was enacted maliciously and in
23 total disregard and oppression of Plaintiff’s rights and welfare. As a result of these circumstances,
24 Plaintiff has also been damaged economically, emotionally and physically through Defendants’
25 unlawful conduct. The full extent of Plaintiff’s damages will be subject to a matter of proof at trial.

26 77. California Labor Code § 98.6 prohibits an employer from discharging, discriminating,
27 retaliating, or taking any adverse action against an employee because the employee engaged in protected
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1 conduct, including but not limited to, making complaints regarding violations of the Labor Code, unsafe
2 working conditions, or exercising rights under the Labor Code.

3 78. Pursuant to Labor Code § 98.6(b)(2), there exists a rebuttable presumption of unlawful
4 retaliation if an employer discharges, threatens with discharge, demotes, suspends, or otherwise
5 discriminates against an employee within 90 days of the employee engaging in protected activity.
6 Plaintiff engaged in protected activity by, inter alia, reporting unsafe working conditions, requesting
7 reasonable accommodations for his disability, and complaining about not receiving statutorily mandated
8 rest breaks. Plaintiff's suspension and subsequent termination occurred within 90 days of these
9 protected activities, thereby triggering the statutory rebuttable presumption that Defendants' adverse
10 employment actions were retaliatory.

11
12 **FIRST CAUSE OF ACTION**

13 **DISABILITY DISCRIMINATION**

14 **(Against RADIN and DOES 1-20)**

15 79. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
16 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
17 are inconsistent with this cause of action.

18 80. At all times relevant to this action, Plaintiff had actual and/or perceived physical
19 disabilities within the meaning of *Government Code* §§ 12926(m), and the FEHA, and at all times
20 hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

21 81. Plaintiff is informed and believes, and based thereon alleges, that Defendants terminated
22 Plaintiff because of his actual disabilities and/or because it believed him to be disabled, including any
23 perception that he may become disabled and/or need reasonable accommodations in the future, in
24 violation of the FEHA and *Government Code* § 12940(a).

25 82. At all times relevant to this action, Defendants were aware of Plaintiff's disabilities
26 and/or medical condition, as set forth above, because Plaintiff had informed Defendants of his
27 disabilities and requests for reasonable accommodation prior to the conclusion of his employment.
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1 83. Defendants discriminated against Plaintiff on the basis of his physical disabilities, as
2 described herein, by *inter alia*, refusing to reasonably accommodate his despite the availability of such
3 reasonable accommodations without undue hardship, by violating his known physical work restrictions,
4 by refusing to engage in a good-faith interactive process with his, by applying unlawful policies to
5 Plaintiff, by reducing his scheduled hours, by scheduling him to deliver packages in dangerous areas, by
6 wrongfully terminating Plaintiff's employment, at least in part, because of Plaintiff's known actual
7 and/or perceived disabilities, *etc.*

8 84. Plaintiff's disabilities and/or medical condition(s), whether actual, real and perceived
9 and/or believe to exist in the future, and/or some combination of these protected characteristics under
10 *Government Code* § 12926(j) were, at least, motivating reasons and/or factors in the decisions to subject
11 Plaintiff to the aforementioned adverse employment actions.

12 85. At all times relevant hereto, Plaintiff was either performing or ready, willing, and able to
13 perform the essential duties and functions of his position and/or the positions sought or available. At all
14 times, Plaintiff was qualified and capable of performing the essential functions of his same position or
15 another vacant position with Defendants.

16 86. At all times, Defendants knew, or should have known, that the conduct, acts, and failures
17 to act of Defendants and/or its owners, supervisors, agents, and employees, as described herein above,
18 violated Plaintiff's rights under the law. Likewise, Defendants knew, or in the exercise of reasonable
19 care, should have known, that unless Defendants intervened to protect Plaintiff, and to adequately
20 supervise, prohibit, discipline, and/or otherwise penalize the conduct, acts, and failures to act of
21 Defendants and others as described herein, Defendants would have the effect of encouraging, ratifying,
22 condoning, increasing, and/or worsening said conduct, acts, and failures to act, which is, in fact, what
23 resulted.

24 87. At all times herein, Plaintiff suffered various adverse employment actions on the basis of
25 his actual and/or perceived disabilities, and other related unlawful conduct including, but no limited to,
26 discrimination, retaliation, unjustified discipline and/or oral criticism, denied a good faith interactive
27 process, denied a work environment free of discrimination and/or retaliation, denied reasonable
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1 accommodation, reduction of scheduled hours, scheduling him to deliver packages in dangerous areas,
2 suspension, termination, and other adverse employment actions, and was harmed thereby. Plaintiff is
3 informed and believes that his perceived disability and/or disability were motivating reasons and/or
4 factors in the decisions to subject Plaintiff to the aforementioned adverse employment actions. Said
5 conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's damages.

6 88. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
7 continues to suffer actual, consequential and incidental financial losses, including without limitation,
8 loss of income, earnings, salary and benefits, and the intangible loss of employment related
9 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
10 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
11 damages pursuant to Civil Code §§ 3287, 3288 and/or other provisions of law providing for
12 prejudgment interest.

13 89. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
14 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
15 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
16 and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

17 90. The conduct of Defendants, individually and/or through their officers, directors,
18 managing agents, or by the implementation of unlawful, malicious, or oppressive policies and
19 procedures, was intended to cause injury to Plaintiff or was carried out with a willful and conscious
20 disregard for Plaintiff's rights. This conduct subjected Plaintiff to cruel and unjust hardship, and
21 Defendants knew or should have known that such actions would result in foreseeable harm. Such
22 despicable, malicious, oppressive, and/or fraudulent conduct constitutes malice, oppression, or fraud
23 within the meaning of Civil Code §3294 and was further authorized, ratified, or knowingly permitted by
24 Defendants' managing agents. As a result, Plaintiff is entitled to punitive damages in an amount
25 sufficient to punish and make an example of Defendants, pursuant to Civil Code §3294 and Government
26 Code §§ 12965 and 12970.

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

2
3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**

5 **(Against RADIN and DOES 1-20)**

6 92. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
7 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
8 are inconsistent with this cause of action.

9 93. At all times hereto, the FEHA, including in particular Government Code §12940(m),
10 was in full force and effect and was binding upon Defendants. This subsection imposes a duty on
11 Defendants to make reasonable accommodation for the known and/or perceived disability of an
12 employee.

13 94. At all relevant times, Plaintiff was a member of a protected class within the meaning of
14 Government Code §§12940(a) & 12986(1) et seq. because he had disabilities that affected his major life
15 activities, of which Defendants had both actual and constructive knowledge, because he had perceived
16 disabilities and/or because he had conditions which were not yet disabilities but Defendants believed
17 would become disabling in the future.

18 95. At all times, Government Code § 12940(m) requires employers to provide an employee
19 with a known actual and/or perceived disability with a reasonable accommodation for said disability.
20 After being diagnosed with physical disabilities, as described herein, Plaintiff requested reasonable
21 accommodations in the form of physical work restrictions and other accommodations. Despite learning
22 of Plaintiff's disabilities, learning of his requests for reasonable accommodations, and being able to
23 accommodate Plaintiff as he requests without suffering undue hardship, Defendants failed and refused
24 to accommodate Plaintiff's needs based on his disabilities, including, but not limited to, time off from
25 work, modified work duties and/or medical leave, and, instead, wrongfully terminated Plaintiff from his
26 employment. In doing so, and failing and refusing to accommodate Plaintiff, Defendants violated
27 Government Code § 12940(m).
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1 96. At all times herein, Plaintiff was willing and able to perform the duties and functions of
2 the position in which he was employed or could have performed the duties and functions of those
3 positions with reasonable accommodation. At no time would the performance of the functions of the
4 employment positions with reasonable accommodation for Plaintiff's disabilities or his disabilities as
5 they were perceived by Defendants, have been a danger to Plaintiff's or any other person's health or
6 safety. Accommodation of Plaintiff's disabilities or disabilities as they were perceived by Defendants
7 would not have imposed an undue hardship on Defendants. Defendants failed and refused to
8 accommodate Plaintiff and failed to engage in the interactive process with Plaintiff.

9 97. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
10 continues to suffer actual, consequential and incidental financial losses, including without limitation,
11 loss of income, earnings, salary and benefits, and the intangible loss of employment related
12 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
13 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
14 damages pursuant to Civil Code §§ 3287, 3288 and/or other provisions of law providing for
15 prejudgment interest.

16 98. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
17 continues to suffer severe and serious emotional distress, including, but not limited to, emotional
18 trauma, physical manifestations of emotional distress, humiliation, grief, anxiety, mental suffering,
19 physical injuries, personal injuries, pain and suffering, personal inconvenience, sickness, and illness,
20 etc., all to Plaintiff's damages in an amount to be shown according to proof.

21 99. The conduct of Defendants, individually and/or through their officers, directors,
22 managing agents, or by the implementation of unlawful, malicious, or oppressive policies and
23 procedures, was intended to cause injury to Plaintiff or was carried out with a willful and conscious
24 disregard for Plaintiff's rights. This conduct subjected Plaintiff to cruel and unjust hardship, and
25 Defendants knew or should have known that such actions would result in foreseeable harm. Such
26 despicable, malicious, oppressive, and/or fraudulent conduct constitutes malice, oppression, or fraud
27 within the meaning of Civil Code §3294 and was further authorized, ratified, or knowingly permitted by
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1 Defendants' managing agents. As a result, Plaintiff is entitled to punitive damages in an amount
2 sufficient to punish and make an example of Defendants, pursuant to Civil Code §3294 and Government
3 Code §§ 12965 and 12970.

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

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7 **THIRD CAUSE OF ACTION**
8 **FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF**
9 **THE FEHA**
10 **(Against RADIN and DOES 1-20)**

11 101. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
12 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
13 are inconsistent with this cause of action.

14 102. At all times hereto, the FEHA, including in particular Government Code §12940(n), was
15 in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants
16 to engage in a timely, good faith, interactive process with the employee to determine effective
17 reasonable accommodation, if any, in response to a request for reasonable accommodation by an
18 employee with a known disability or known medical condition. At all relevant times, Plaintiff was a
19 member of a protected class within the meaning of Government Code §§12940(a) & 12986(1) et seq.
20 because he had disabilities that affected his major life activities, of which Defendants had both actual
21 and constructive knowledge.

22 103. Plaintiff reported his disabilities to Defendants, triggering Defendants' obligation to
23 engage in the interactive process with Plaintiff, but at all times herein, Defendants failed and refused to
24 do so. After learning of Plaintiff's actual and/or perceived disabilities, Defendants failed to engage in an
25 interactive process with Plaintiff to determine whether Defendants could accommodate Plaintiff's
26 disabilities and/or his requests for reasonable accommodations, including, but not limited to, medical
27 leave, work restrictions and/or other accommodations. In failing and refusing to engage in an interactive
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1 process with Plaintiff, Defendants violated *Government Code* § 12940(n).

2 104. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
3 continues to suffer actual, consequential and incidental financial losses, including without limitation,
4 loss of income, earnings, salary and benefits, and the intangible loss of employment related
5 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
6 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
7 damages pursuant to *Civil Code* §§ 3287, 3288 and/or other provisions of law providing for
8 prejudgment interest.

9 105. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
10 continues to suffer severe and serious emotional distress, including, but not limited to, emotional
11 trauma, physical manifestations of emotional distress, humiliation, grief, anxiety, mental suffering,
12 physical injuries, personal injuries, pain and suffering, personal inconvenience, sickness, and illness,
13 etc., all to Plaintiff's damages in an amount to be shown according to proof.

14 106. The conduct of Defendants, individually and/or through their officers, directors,
15 managing agents, or by the implementation of unlawful, malicious, or oppressive policies and
16 procedures, was intended to cause injury to Plaintiff or was carried out with a willful and conscious
17 disregard for Plaintiff's rights. This conduct subjected Plaintiff to cruel and unjust hardship, and
18 Defendants knew or should have known that such actions would result in foreseeable harm. Such
19 despicable, malicious, oppressive, and/or fraudulent conduct constitutes malice, oppression, or fraud
20 within the meaning of *Civil Code* §3294 and was further authorized, ratified, or knowingly permitted by
21 Defendants' managing agents. As a result, Plaintiff is entitled to punitive damages in an amount
22 sufficient to punish and make an example of Defendants, pursuant to *Civil Code* §3294 and *Government*
23 *Code* §§ 12965 and 12970.

24 107. Pursuant to *Government Code* §12965(b), Plaintiff requests a reasonable award of
25 attorneys' fees and costs, including expert fees pursuant to the FEHA.
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FOURTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF THE FEHA
(Against RADIN and DOES 1-20)

108. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by reference all preceding allegations in this Complaint as though fully set forth herein, except those that are inconsistent with this cause of action.

109. At all times relevant, FEHA, Government Code §§ 12900 et seq., was in full force and effect and binding upon Defendants. Under FEHA, it is unlawful for an employer to retaliate against an employee for engaging in protected activity, including, but not limited to, requesting reasonable accommodation for a disability and making complaints of and/or opposing discrimination.

110. Plaintiff engaged in protected activities under FEHA by making complaints about and/or opposing discrimination and/or requesting accommodation for his disabilities in the form of work restrictions.

111. In retaliation for engaging in protected activities, Defendants subjected Plaintiff to multiple adverse employment actions, including but not limited to, reprimands and/or disciplinary actions, unjustified oral criticisms, suspension, by refusing to accommodate him, by refusing to engage in a good faith interactive process with him, reducing his scheduled work hours, scheduling him to deliver packages in dangerous areas, and/or wrongful termination of employment and denial of a workplace free from discrimination and retaliation.

112. Defendants' retaliatory actions violated Government Code § 12940(h), which prohibits an employer from discharging or otherwise discriminating against an employee for opposing practices forbidden by FEHA or for exercising rights granted under the Act. These violations were a proximate cause of Plaintiff's harm.

113. Plaintiff is informed and believes, and based thereon alleges, that the above acts of retaliation were committed with the knowledge, ratification, and/or direction of each Defendants, including managing agents and supervisors.

114. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and

1 continues to suffer economic harm, including lost wages, salary, benefits, and employment
2 opportunities, the exact amount of which will be proven at trial. Plaintiff is also entitled to prejudgment
3 interest under Civil Code §§ 3287 and 3288 and/or any other provisions of law providing for
4 prejudgment interest.

5 115. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
6 continues to suffer severe and serious emotional distress, including, but not limited to, emotional
7 trauma, physical manifestations of emotional distress, humiliation, grief, anxiety, mental suffering,
8 physical injuries, personal injuries, pain and suffering, personal inconvenience, sickness, and illness,
9 etc., all to Plaintiff's damages in an amount to be shown according to proof.

10 116. The conduct of Defendants retaliating against Plaintiff subjected Plaintiff to cruel and
11 unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
12 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
13 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to the
14 Plaintiff. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is
15 entitled to an award of punitive damages in a sum to be shown according to proof pursuant to Civil
16 Code §3294 and Government Code §§ 12965 and 12970.

17 117. Pursuant to Government Code § 12965(b), Plaintiff requests an award of reasonable
18 attorney's fees and costs, including expert witness fees, as permitted under the FEHA.
19

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21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT AND/OR REMEDY**

23 **DISCRIMINATION AND/OR RETALIATION**

24 **(Against RADIN and DOES 1-20)**

25 118. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
26 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
27 are inconsistent with this cause of action.

28 119. Defendants failed to take immediate and appropriate corrective action to prevent and

1 remedy discrimination and/or retaliation to which Plaintiff was subjected to. Specifically, Defendants
2 set forth policies and procedures, and failed to properly train their employees, as to relevant disability
3 discrimination and reasonable accommodation laws, which not only failed to prevent discrimination and
4 retaliation in the workplace, but actually created a discriminatory and hostile work environment.
5 Likewise, by discriminating against Plaintiff while still employed due to Plaintiff's disabilities and/or
6 Defendants' perception of Plaintiff's disabilities and need for reasonable accommodations, terminating
7 Plaintiff and/or retaliating against Plaintiff based on his disabilities and/or needs for accommodations,
8 Defendants failed to take immediate and appropriate corrective action to prevent and/or remedy
9 discrimination and retaliation which Plaintiff was subjected to.

10 120. At all times, Defendants knew of its legal obligations to maintain legal compliant policies
11 and procedures, knew of its obligations to comply with relevant anti-discrimination and retaliation laws,
12 knew of its obligations to properly train its employees as to employees with disabilities, knew of
13 Plaintiff's disabilities and knew of its legal obligations to reasonably accommodate Plaintiff's
14 disabilities, but disregarded all these duties and, instead, retaliated against Plaintiff and, ultimately,
15 terminated Plaintiff. Rather than taking reasonable steps to prevent discrimination and retaliation,
16 Defendants discriminated against Plaintiff through the end of Plaintiff's employment.

17 121. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
18 continues to suffer actual, consequential and incidental financial losses, including without limitation,
19 loss of income, earnings, salary and benefits, and the intangible loss of employment related
20 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
21 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
22 damages pursuant to Civil Code §§ 3287, 3288 and/or other provisions of law providing for
23 prejudgment interest.

24 122. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
25 continues to suffer severe and serious emotional distress, including, but not limited to, emotional
26 trauma, physical manifestations of emotional distress, humiliation, grief, anxiety, mental suffering,
27 physical injuries, personal injuries, pain and suffering, personal inconvenience, sickness, and illness,
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1 etc., all to Plaintiff's damages in an amount to be shown according to proof.

2 123. The conduct of Defendants failing to take all reasonable steps to prevent and/or remedy
3 discrimination and retaliation in the workplace subjected Plaintiff to cruel and unjust hardship in
4 conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer
5 damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that
6 Defendants' conduct against Plaintiff was done with an intent to cause injury to the Plaintiff. As a
7 consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an
8 award of punitive damages in a sum to be shown according to proof, pursuant to Civil Code §3294 and
9 Government Code §§ 12965 and 12970.

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

12
13 **SIXTH CAUSE OF ACTION**

14 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

15 **(Against RADIN and DOES 1-20)**

16 125. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
17 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
18 are inconsistent with this cause of action.

19 126. California law prohibits termination or other adverse employment actions against
20 employees for reasons that violate public policy. Plaintiff is informed and believes and thereon alleges
21 that Defendants violated public policy by terminating his employment for reasons that violate public
22 policy of the State of California.

23 127. Defendants' termination of Plaintiff's employment violated California statutes and/or
24 common law that inure to the benefit of the public at large and are a statement of California public
25 policy, including, but not limited to, the FEHA, Government Code § 12940 et seq., Labor Code §§ 98.6,
26 232.5, 1102.5, 6310, and other related statutes and common law. These laws, statutes and their
27 interpretative regulations inure to the benefit of the public at large, and embody fundamental public
28

1 policy of the State of California and/or the United States.

2 128. During Plaintiff's employment with Defendants, Plaintiff informed Defendants of his
3 disabilities and his need for reasonable accommodation. In response, Defendants took several adverse
4 employment actions against Plaintiff, including but not limited to refusing to reasonably accommodate
5 Plaintiff's disability, violating Plaintiff's work restrictions, failing to initiate the interactive process with
6 Plaintiff, reducing Plaintiff's hours, suspending Plaintiff, and eventually terminating Plaintiff's
7 employment under false pretenses. Plaintiff repeatedly complained to Defendants about being denied
8 legally mandated rest and meal breaks, unpaid premium wages for missed breaks, and being assigned to
9 unsafe delivery routes, and these complaints directly prompted the adverse actions and ultimately his
10 wrongful termination, in violation of Labor Code §§ 226.7, 232.5, 1102.5, and 6310. Under such
11 circumstances, there is little doubt that Plaintiff was wrongfully terminated.

12 129. Plaintiff's termination was wrongful, tortious, illegal and in violation of public policy.
13 Defendants had a duty to conduct their affairs in compliance with public policy, including public policy
14 as reflected under the laws of California and its refusal to do so seriously harmed Plaintiff and the public
15 at large. Plaintiff was discharged in sharp derogation of substantial public policies that impose a legal
16 duty on employers, such as Defendants, to allow its employees to assert their legal rights, and mandated
17 duty, to express such violations, including by submitting complaints of unlawful discrimination and
18 retaliation. Instead of acknowledging and protecting these rights, Plaintiff was wrongfully terminated as
19 a result of asserting them.

20 130. As a direct, legal, and proximate result of Defendants' acts, Plaintiff has suffered actual,
21 consequential, and incidental financial losses, including, without limitation, loss of income, earnings,
22 salary, employment-related benefits, and the intangible loss of employment-related opportunities and
23 damage to his professional reputation, all in an amount subject to proof at trial. Plaintiff also seeks
24 prejudgment interest pursuant to Civil Code §§ 3287 and 3288, and any other applicable law.

25 131. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
26 continues to suffer severe emotional and physical distress, including but not limited to anxiety, anguish,
27 humiliation, depression, mental suffering, pain and suffering, personal inconvenience, sickness, other
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1 emotional injuries, etc., in an amount according to proof at trial.

2 132. The conduct of Defendants wrongfully terminating Plaintiff subjected Plaintiff to cruel
3 and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
4 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
5 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
6 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
7 ratified by officers, directors or managing agents of the corporation and/or was the result of the
8 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
9 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
10 damages in a sum to be shown according to proof at trial.

11 133. Plaintiff has incurred and continues to incur attorneys' fees and legal costs in pursuing
12 this action. Plaintiff seeks recovery of such fees and costs pursuant to Government Code § 12965(b) and
13 any other applicable law.
14

15 **SEVENTH CAUSE OF ACTION**
16 **RETALIATION AND/OR WRONGFUL TERMINATION**
17 **IN VIOLATION OF LABOR CODE § 98.6**
18 **(Against RADIN and DOES 1-20)**

19 134. As a separate and distinct cause of action, Plaintiff complains and realleges all the
20 allegations contained in this complaint and incorporates them by reference into this cause of action as
21 though fully set forth herein, excepting those allegations which are inconsistent with this cause of
22 action.
23

24 135. California *Labor Code* § 98.6 provides that an employer shall not "in any manner
25 discriminate, retaliate, or take any adverse action against any employee or applicant for employment"
26 because the employee has a complaint with the Labor Commissioner.

27 136. As alleged herein, and in violation of California *Civil Code* § 98.6, Defendants and
28 DOES 1-20, and each of them, retaliated against Plaintiff, terminating his employment, because of

1 Plaintiff complained to Defendants about being denied legally mandated breaks, and these complaints
2 directly prompted Defendants' adverse actions and ultimately his wrongful termination.

3 137. Pursuant to California Labor Code § 98.6, a rebuttable presumption arises that Plaintiff's
4 termination was retaliatory because it occurred shortly after he made complaints regarding rest break
5 violations. This presumption shifts the burden to Defendants to demonstrate by clear and convincing
6 evidence that the adverse actions would have occurred regardless of Plaintiff's protected complaints.

7 138. Plaintiff is informed and believes, and thereon alleges, that the Defendants' termination
8 of Plaintiff's employment was violative of Section 98.6 of the California Labor Code.

9 139. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff
10 has suffered actual, consequential, and incidental financial losses, including, without limitation, loss of
11 income, earnings, salary and benefits, and the intangible loss of employment-related opportunities in his
12 field and damage to his professional reputation, all in an amount subject to proof at the time of trial.
13 Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

14 140. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
15 and continues to suffer emotional distress, physical injury and related emotional trauma, pain and
16 suffering, personal injury, personal inconvenience, sickness, and illness, etc., all to Plaintiff's damages
17 in an amount to be shown according to proof.

18 141. The conduct of Defendant in retaliating against Plaintiff and wrongfully terminating him
19 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
20 anticipated by Defendant that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
21 informed and believes, and based thereon alleges, that Defendant's conduct against Plaintiff was done
22 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive
23 conduct was engaged in, authorized, or ratified by officers, directors, or managing agents of the
24 company and/or was the result of unlawful, malicious, or oppressive policies. As a consequence of the
25 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
26 damages against Defendant in a sum to be shown according to proof at trial.
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EIGHTH CAUSE OF ACTION
RETALIATION AND/OR WRONGFUL TERMINATION
IN VIOLATION OF LABOR CODE § 232.5
(Against RADIN and DOES 1-20)

142. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as through fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

143. At all relevant times, Labor Code §232.5 was in full force and effect and was binding upon Defendants and each of them. This statute prohibits any employer from discharging, formally disciplining, or otherwise discriminating against an employee who discloses information about working conditions.

144. As alleged herein, Plaintiff disclosed, on various occasions, information pertaining to working conditions Plaintiff was subjected to as a result of his employment with RADIN and MUNOZ, including, but not limited to, working environments that put delivery drivers' safety and health at risk (i.e. sending Plaintiff and other drivers on routes in dangerous areas).

145. As a consequence of Plaintiff's disclosures regarding his working conditions, as alleged herein, Defendants took various adverse employment actions against Plaintiff, including, but not limited to, unjustified discipline and/or oral criticism, suspension, termination, and other adverse employment action according to a matter of proof at trial. In so doing, Defendants thereby violated Labor Code § 232.5.

146. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual, consequential, and incidental financial losses, including without limitation, loss of income, earnings, salary, benefits, the intangible loss of employment-related opportunities in his field, and damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

147. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained

1 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
2 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
3 and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof.

4 148. The conduct of Defendants in retaliating against and/or wrongfully terminating Plaintiff
5 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
6 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
7 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
8 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive
9 conduct was engaged in, authorized or ratified by officers, directors or managing agents of the
10 corporation and/or was the result of the application of unlawful, malicious or oppressive policies and
11 procedures. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff
12 is entitled to an award of punitive damages in a sum to be shown according to proof pursuant to Civil
13 Code § 3924.

14 149. As a result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys
15 to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and
16 costs in connection therewith. As a result, pursuant to *Labor Code* §§ 2699(g) and 2699.5, and/or *Code*
17 *of Civil Procedure* §1021.5, Plaintiff is entitled to recover attorneys' fees and costs.

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20 **NINTH CAUSE OF ACTION**
21 **RETALIATION AND/OR WRONGFUL TERMINATION**
22 **IN VIOLATION OF LABOR CODE § 1102.5**
23 **(Against RADIN, RAHIMI, MUNOZ, and DOES 1-20)**

24 150. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
25 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
26 are inconsistent with this cause of action.

27 151. At all times herein mentioned, California *Labor Code* §§ 1102.5 *et seq.* were in full force
28 and effect and were binding on Defendants. Under *Labor Code* § 1102.5(a), it is unlawful for any

1 employer, or any person acting on its behalf, to “make, adopt, or enforce any rule, regulation, or policy
2 preventing an employee from disclosing information to a government or law enforcement agency, to a
3 person with authority over the employee, or to another employee who has authority to investigate,
4 discover, or correct the violation or noncompliance, or from providing information to, or testifying
5 before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable
6 cause to believe that the information discloses a violation of state or federal statute, or a violation of or
7 noncompliance with a local, state, or federal rule or regulation...”

8 152. At all times mentioned herein, California Labor Code § 1102.5 et seq. was in full force
9 and effect and binding upon Defendants. Pursuant to Labor Code § 1102.5(b), an employer, or any
10 person acting on behalf of the employer, is prohibited from retaliating against an employee for
11 disclosing information, or because the employer believes the employee disclosed or may disclose
12 information, to a government or law enforcement agency, where the employee has reasonable cause to
13 believe that the information discloses a violation of a state or federal statute, or a violation of or
14 noncompliance with a local, state, or federal rule or regulation.

15 153. At all times herein mentioned, under *Labor Code* § 1102.5(c), an employer, or any
16 person acting on its behalf, “shall not retaliate against an employee for refusing to participate in an
17 activity that would result in a violation of state or federal statute, or a violation of or noncompliance
18 with a local, state, or federal rule or regulation.”

19 154. As fully elaborated above, Plaintiff complained to Defendants’ managers, and refused to
20 participate in, tolerate and/or allow, discrimination and/or retaliation in the workplace which he knew to
21 be, and was, unlawful and a violation of California *Government Code* §§ 12940 et seq., California
22 and/or other statutes and/or common law prohibiting discrimination and/or retaliation in the workplace.
23 He alleged that he had been subjected to unlawful discrimination and retaliation in the workplace on the
24 basis of his disability and complaints of protected conduct. Plaintiff reasonably believed that
25 Defendants’ conduct constituted violations of California law, including but not limited to the Fair
26 Employment and Housing Act (*Government Code* § 12940 et seq.).

27 155. Defendants were also made aware of Plaintiff’s complaint about his managers that he
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1 was being sent on routes to dangerous areas which constituted disclosures of unsafe working conditions.
2 Plaintiff is informed and believes, and thereon alleges, that Defendants took adverse employment
3 actions against him, including suspension, threats, and ultimately termination, because of this protected
4 disclosure, and/or because they believed Plaintiff would continue to disclose Defendants' unlawful
5 conduct.

6 156. Plaintiff is informed and believes that his complaints about the aforementioned violations
7 of laws and/or regulations were substantial motivating reasons and/or factors in Defendants' decisions to
8 subject him to the aforementioned adverse employment actions.

9 157. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
10 retaliation committed by Defendants' managing agents were done with the knowledge, consent, and/or
11 ratification of, or at the direction of, Defendants.

12 158. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
13 continues to suffer actual, consequential and incidental financial losses, including without limitation,
14 loss of income, earnings, salary and benefits, and the intangible loss of employment related
15 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
16 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
17 damages pursuant to Civil Code §§ 3287, 3288 and/or other provisions of law providing for
18 prejudgment interest.

19 159. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
20 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
21 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
22 and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

23 160. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating
24 him subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
25 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
26 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
27 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive
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1 conduct was engaged in, authorized or ratified by officers, directors or managing agents of the company
2 and/or was the result of the application of unlawful, malicious or oppressive policies. As a consequence
3 of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of
4 punitive damages against Defendants in a sum to be shown according to proof at trial pursuant to Civil
5 Code § 3924.

6 161. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
7 attorneys to prosecute his claims herein and has incurred and is expected to continue to incur attorneys'
8 fees and costs in connection therewith. As a result, pursuant to *Labor Code* §§ 1102.5(j), Plaintiff is
9 entitled to recover attorneys' fees and costs.

10
11 **TENTH CAUSE OF ACTION**
12 **RETALIATION AND/OR WRONGFUL TERMINATION**
13 **IN VIOLATION OF LABOR CODE § 6310**
14 **(Against RADIN and DOES 1-20)**

15 162. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
16 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
17 are inconsistent with this cause of action.

18 163. At all times herein mentioned, California Labor Code § 6310 was in full force and effect
19 and binding upon Defendants. Labor Code § 6310 prohibits an employer from discharging or in any
20 manner discriminating against an employee because the employee made a bona fide oral or written
21 complaint regarding workplace safety or health conditions.

22 164. At all times relevant hereto, Plaintiff had a reasonable and good faith belief that
23 Defendants were committing workplace health and safety violations. Specifically, Plaintiff made
24 repeated complaints to his supervisors that he was being assigned routes in dangerous areas. These
25 concerns directly implicated workplace health and safety standards under California law and triggered
26 protections under Labor Code § 6310.

27 165. In retaliation for raising these workplace health and safety concerns, Defendants
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1 subjected Plaintiff to adverse employment actions, including but not limited to unjustified discipline
2 and/or oral criticism, reducing Plaintiff's work schedule, and ultimately terminating him on or about
3 February 23, 2025.

4 166. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered and
5 continues to suffer actual, consequential, and incidental financial losses, including but not limited to lost
6 income, wages, salary, employment benefits, and loss of career advancement opportunities, all in an
7 amount to be determined at trial. Plaintiff also seeks prejudgment interest pursuant to applicable law.

8 167. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
9 continues to suffer severe and serious emotional distress, including, but not limited to, emotional
10 trauma, physical manifestations of emotional distress, humiliation, grief, anxiety, mental suffering,
11 physical injuries, personal injuries, pain and suffering, personal inconvenience, sickness, and illness,
12 etc., all to Plaintiff's damages in an amount to be shown according to proof.

13 168. The conduct of Defendants wrongfully terminating Plaintiff subjected Plaintiff to cruel
14 and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
15 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
16 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
17 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
18 ratified by officers, directors or managing agents of Defendants, and/or was the result of the application
19 of unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid
20 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a
21 sum to be shown according to proof at trial pursuant to Civil Code § 3294.

22 169. As a result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys
23 to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and
24 costs in connection therewith. As a result, pursuant to *Labor Code* §§ 2699(g) and 2699.5, and/or *Code*
25 *of Civil Procedure* §1021.5, Plaintiff is entitled to recover attorneys' fees and costs.
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ELEVENTH CAUSE OF ACTION
VIOLATION OF CIVIL CODE §§ 43 & 52.1
(Against RADIN and DOES 1-20)

170. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

171. At all times relevant hereto, Civil Code § 52.1, also known as the Tom Bane Civil Rights Act (the “Bane Act”), was in full force and effect, and binding on Defendants, and each of them. The Bane Act provides that “Any individual whose exercise or enjoyment of rights secured by the Constitution or laws of the United States, or of rights secured by the Constitution or laws of this state, has been interfered with, or attempted to be interfered with ... may institute and prosecute in their own name and on their own behalf a civil action for damages ... to protect the peaceable exercise or enjoyment of the right or rights secured.”

172. Among the rights secured by the laws of this State is the right guaranteed under Civil Code § 43, which provides that “every person has, subject to the qualifications and restrictions provided by law, the right of protection from bodily restraint or harm, from personal insult, from defamation, and from injury to his personal relations.”

173. As alleged herein, Defendants violated Plaintiff’s rights under Civil Code § 43 by failing to provide a workplace free from violence, threats of violence, stalking, defamation, and other unlawful conduct. Defendants refused to take corrective action and denied Plaintiff protection in any way against stalking, defamation and/or threats of workplace violence, despite Plaintiff acting during the course and scope of his employment when subjected to such conduct.

174. The Constitution and laws of both the United States and California protect the rights of an individual to be employed and work in an environment free of workplace violence, threats of violence. As alleged hereinabove, Defendants violated and interfered with Plaintiff’s right to work in an environment free of violence and intimidation, not only by failing to protect him from threats of

1 violence that resulted from being assigned to routes in dangerous areas, but also in punishing him for
2 attempting to protect himself from the same. Defendants retaliated against and wrongfully terminated
3 Plaintiff, at least in part, for reporting and/or complaining about being sent to dangerous areas where he
4 was subjected to unlawful threats of violence.

5 175. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
6 continues to suffer actual, consequential and incidental financial losses, including without limitation,
7 loss of income, earnings, salary and benefits, and the intangible loss of employment-related
8 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
9 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
10 damages pursuant to Civil Code §§ 3287, 3288, and/or other laws providing for prejudgment interest.

11 176. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
12 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
13 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
14 and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

15 177. The conduct of Defendants violating Civil Code §§ 43 and 52.1 subjected Plaintiff to
16 cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants
17 that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and
18 based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury
19 to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized
20 or ratified by officers, directors or managing agents of the corporation and/or was the result of the
21 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
22 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
23 damages in a sum to be shown according to proof pursuant to Civil Code § 3294.

24 178. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
25 is entitled to recover pursuant to Civil Code § 52.1(i).
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1 **TWELFTH CAUSE OF ACTION**

2 **DEFAMATION**

3 **(Against RADIN, RAHIMI, and DOES 1-20)**

4 179. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
5 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
6 are inconsistent with this cause of action.

7 180. At or near the time of Plaintiff's termination, Defendants, and in particular, RAHIMI,
8 began making false and defamatory statements about Plaintiff. Specifically, Defendants falsely claimed
9 that Plaintiff had abandoned his position and that he engaged in "violent behavior."

10 181. These statements were entirely false. Defendants did not, and never did, have a good
11 faith belief that Plaintiff engaged in "violent" conduct or that he abandoned his job.

12 182. The aforementioned statements were defamatory on their face and tended to expose
13 Plaintiff to hatred, contempt, ridicule, and obloquy, and to cause him to be shunned and avoided. The
14 false claim that Plaintiff failed to perform essential financial duties calls into question his professional
15 competence and integrity, and, if believed, would severely hinder his ability to secure employment in
16 his field.

17 183. Plaintiff further alleges that these false statements were repeated by Defendants around
18 the time of his termination on or about February 23, 2025, and that they were a motivating factor behind
19 Plaintiff's termination. Upon information and belief, Defendants, including RAHIMI, also published
20 these defamatory statements, both orally and in writing, to other individuals and entities unknown to
21 Plaintiff at this time. Defendants relied on these knowingly false statements as pretext to wrongfully
22 terminate Plaintiff, causing him substantial harm.

23 184. As a direct and proximate result of Defendants' actions, Plaintiff has suffered actual,
24 consequential, and incidental financial losses, including but not limited to loss of income, earnings,
25 salary, benefits, loss of employment-related opportunities, and damage to his professional reputation.
26 Plaintiff claims such amounts as damages, including prejudgment interest as allowed by law.

27 185. As a further direct and proximate result of Defendants' defamatory conduct, Plaintiff has
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1 sustained and continues to suffer emotional distress, including humiliation, mental anguish, emotional
2 and physical pain, personal inconvenience, and related injuries, all in an amount to be determined
3 according to proof at trial.

4 186. As a proximate result of the defamatory statements, Plaintiff has suffered reputational
5 harm, shame, mortification, injury to his feelings, and loss of future economic opportunities. These
6 damages will be established according to proof at trial.

7 187. The above-described statements were not privileged. Defendants made and published the
8 statements without a good faith belief in their truth and with actual malice, ill will, and a deliberate
9 intent to harm Plaintiff. The conduct of Defendants in publishing false and defamatory statements to
10 third parties, as described herein, subjected Plaintiff to cruel and unjust hardship in conscious disregard
11 of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the
12 foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
13 conduct against Plaintiff, as described herein, was done with an intent to cause injury to the Plaintiff.
14 Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by
15 officers, directors or managing agents of the corporation and/or was the result of the application of
16 unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid
17 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive and
18 exemplary damages in a sum to be shown according to proof at trial pursuant to Civil Code § 3294.
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20 **THIRTEENTH CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 201-203**

22 **(Against RADIN, RAHIMI, MUNOZ, and DOES 1-20)**

23 188. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
24 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
25 are inconsistent with this cause of action.
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27 189. At all times herein set forth, California Labor Code § 201 provides that if an employee
28 involuntarily ends their employment with an employer, the wages earned and unpaid at the time their

1 employment ends are due and payable at the time of the employee's termination. Similarly, California
2 Labor Code § 202 provides that if an employee voluntarily ends their employment with an employer, the
3 wages earned and unpaid at the time their employment ends are due and payable within seventy-two
4 (72) hours of the employee's separation of employment.

5 190. At all relevant times, Labor Code §558.1 was in full force and effect and was binding
6 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
7 employer, who violates, or causes to be violated" sections 201, 202 & 203 "may be held liable as the
8 employer for such violation." This includes any owner, director, officer, or managing agent of the
9 employer. During the relevant time period, in violation of California Labor Code §§ 201 & 202,
10 Defendants failed to pay Plaintiff his wages earned and unpaid as of the day he was terminated and/or
11 within 72 hours of his last day of work.

12 191. During the relevant time period, in violation of California Labor Code §§ 201 & 202,
13 Defendants failed to pay Plaintiff his wages earned and unpaid as of the day he was terminated and/or
14 within 72 hours of his last day of work.

15 192. California Labor Code § 203 provides that if an employer willfully fails to pay, without
16 abatement or reduction, in accordance with Labor Code §§ 201 & 202, any wages of the employee shall
17 continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is
18 commenced; but the wages shall not continue for more than thirty (30) days. Suit may be filed for these
19 penalties at any time before the expiration of the statute of limitations on an action for the wages from
20 which the penalties arise.

21 193. Pursuant to California Labor Code § 203, Plaintiff is entitled to recover from Defendants
22 the statutory penalty for each day he was not paid at his regular rate of pay for up to a thirty (30) day
23 maximum.

24 194. Plaintiff is entitled to recover all unpaid wages, and such general and special damages as
25 may be appropriate, as well as interest on all due and unpaid wages, accrued from the date that the
26 wages were due and payable, at the rate of interest specified in subdivision (b) of § 3289 of the Civil
27 Code, and an award of reasonable of costs and reasonable attorneys' fees.
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1
2 **FOURTEENTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226**

4 **(Against RADIN, RAHIMI, MUNOZ, and DOES 1-20)**

5 195. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
6 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
7 are inconsistent with this cause of action.

8 196. At all times herein set forth, Labor Code § 226 requires employers to provide employees
9 with accurate wage statements, which include all wages earned.

10 197. At all relevant times, Labor Code §558.1 was in full force and effect and was binding
11 upon Defendants. This statute provides that “any ... person acting on behalf of an employer, who
12 violates, or causes to be violated” section 226 “may be held liable as the employer for such violation.”
13 This includes any owner, director, officer, or managing agent of the employer. Plaintiff is informed and
14 believes, and thereupon alleges, that RAHIMI and MUNOZ are owners, directors, officers, and/or
15 managing agents of the other Defendants, such that they are liable for waiting time penalties as set forth
16 above.

17 198. Defendants violated Labor Code § 226 when Defendants failed to report premium pay for
18 missed breaks, resulting from Defendants’ violations of Labor Code § 226.7, on each of Plaintiff’s wage
19 statements.

20 199. Pursuant to Labor Code § 226, Defendants is liable for “the greater of all actual damages
21 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
22 (\$100) for each violation in a subsequent pay period, not to exceed an aggregate penalty of four
23 thousand dollars (\$4,000).”

24 200. Pursuant to Labor Code § 226, Plaintiff is entitled to recover the maximum penalty of
25 four thousand dollars (\$4,000), costs, and reasonable attorney’s fees.
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1 **FIFTEENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 226.7**

3 **(Against RADIN, RAHIMI, MUNOZ, and DOES 1-20)**

4 201. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
5 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
6 are inconsistent with this cause of action.

7 202. At all times herein, Labor Code § 218 authorizes employees to sue directly for any wages
8 or penalties due to them under the California Labor Code.

9 203. At all relevant times, Labor Code §558.1 was in full force and effect and was binding
10 upon Defendants and each of them. This statute provides that “any ... person acting on behalf of an
11 employer, who violates, or causes to be violated” sections 226.7 “may be held liable as the employer for
12 such violation.” This includes any owner, director, officer, or managing agent of the employer.

13 204. At all times herein, the California Industrial Wage Commission Order and Labor Code
14 §§ 226.7(a) was applicable to Plaintiff’s employment with Defendants.

15 205. At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall
16 require an employee to work during any meal or rest period mandated by an applicable order of the
17 California Industrial Welfare Commission.

18 206. During the relevant time period, Defendants required Plaintiff to work in excess of eight
19 (8) hours without providing two uninterrupted ten (10) minute rest periods. During the relevant time
20 period, Defendants required Plaintiff to work during rest periods and failed to compensate Plaintiff for
21 working without taking his rest breaks every workday. Defendants did so despite Plaintiff’s complaints
22 of the same. Defendants’ conduct violates applicable orders of the California Industrial Wage
23 Commission, and Labor Code §§ 226.7(b).

24 207. At all times, within the relevant time period, Defendants required Plaintiff to work during
25 rest periods and failed to compensate Plaintiff for his work performed during rest periods. Defendants
26 did so despite Plaintiff’s complaints of the same.

27 208. Defendants’ conduct violates applicable orders of the California Industrial Wage
28

Commission, and California Labor Code §§ 226.7(a).

209. Pursuant to California Labor Code §§ 226.7(b) & 1194 and Civil Code §§ 3287(b) and 3289, Plaintiff is entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period was not provided, interest on such compensation not paid, costs and attorneys' fees, and any other relief the court deems appropriate.

SIXTEENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 558.1

(Against RADIN, RAHIMI, MUNOZ, and DOES 1-20)

210. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

211. At all times herein set forth, California Labor Code § 558.1(a) provides that "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, [Labor Code §§] 201, 203, 226 et seq., and/or 226.7,], may be held liable as the employer for such violation. Moreover, pursuant to California Labor Code § 558.1(a), "the term 'other person acting on behalf of an employer' is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in [California Civil Code § 3294(b)]."

212. At all times herein, RAHIMI and MUNOZ, acting on their own and/or on behalf of the Defendants violated Labor Code §§ 201, 203, 226 et seq., 226.7, as well as the relevant and/or related Industrial Wage Commission Wage Orders, as such pertained to Plaintiff's work performed for the benefit of Defendants.

213. At all times herein, RAHIMI and MUNOZ, as managing agents of Defendants, acted on behalf of Defendants in engaging in conduct which violated, and/or caused Defendants to violate, Labor

Code §§ 201, 203, 226 et seq., 226.7, as well as the relevant and/or related Industrial Wage Commission Wage Orders, as such pertained to Plaintiff's work performed for the benefit of Defendants.

214. As a result of Defendants,' RAHIMI's, and MUNOZ's violations of Labor Code § 558.1(a), pursuant to Labor Code § 558, Plaintiff is entitled to recover from Defendants, RAHIMI, and MUNOZ, individually and/or collectively, all monies and/or statutory penalties owed to Plaintiff which are unpaid, and, additionally, the sum of fifty dollars (\$50) for the initial pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover the underpaid wages from said initial pay period, and the sum of \$100 for each subsequent pay period thereafter for which Plaintiff was underpaid in addition to an amount sufficient to recover all underpaid wages during said subsequent pay periods, costs and attorneys' fees, and any other relief the court deems appropriate.

SEVENTEENTH CAUSE OF ACTION

PRIVATE ATTORNEY GENERAL ACT

(Against RADIN and DOES 1-20)

215. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by reference all preceding allegations in this Complaint as though fully set forth herein, except those that are inconsistent with this cause of action.

216. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking civil penalties for violations of the California Labor Code.

217. Plaintiff was an aggrieved employee within the meaning of Labor Code §2699(a) because, as alleged throughout this Complaint, Defendants committed multiple violations of the California Labor Code against him, including but not limited to violations of §§ 226, 232.5, 1102.5, and 6310, which directly affected his rights as an employee.

218. As of the filing of this Complaint, Plaintiff has not received any response from the LWDA indicating its intent to investigate or pursue an action against Defendants. Consequently, Plaintiff is authorized under Labor Code §2699.3(a) to commence a civil action on his own behalf and

1 on behalf of other current or former employees.

2 219. As a direct and proximate result of Defendants' violations of the California Labor Code,
3 as alleged herein, Plaintiff and other aggrieved employees are entitled to civil penalties
4 pursuant to Labor Code §2699(f), including:

- 5 a. \$100 for each aggrieved employee per pay period for the initial violation, and
6 b. \$200 for each aggrieved employee per pay period for each subsequent violation,
7 in addition to any penalties expressly provided by the specific Labor Code sections that
8 were violated.

9 220. Plaintiff is further entitled to reasonable attorney's fees and costs, as well as 25% of the
10 civil penalties recovered, pursuant to Labor Code §§2699(g)(1)–(i).

11 221. By virtue of the foregoing, Plaintiff, on behalf of himself and other aggrieved employees,
12 seeks all civil penalties, attorney's fees, costs, and other relief as provided under PAGA.
13

14 **EIGHTEENTH CAUSE OF ACTION**

15 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**

16 **(Against RADIN, RAHIMI, MUNOZ, and DOES 1-20)**

17 222. As a separate and distinct cause of action, Plaintiff hereby realleges and incorporates by
18 reference all preceding allegations in this Complaint as though fully set forth herein, except those that
19 are inconsistent with this cause of action.

20 223. At all relevant times, Labor Code §558.1 was in full force and effect and was binding
21 upon Defendants. This statute provides that "any ... person acting on behalf of an employer, who
22 violates, or causes to be violated" section 226 "may be held liable as the employer for such violation."
23 This includes any owner, director, officer, or managing agent of the employer, including RAHIMI and
24 MUNOZ.

25 224. Labor Code § 1198.5 requires an employer, within thirty (30) days of a written request
26 therefore, to inspect or receive a copy of an employee's personnel and payroll records. An employer's
27 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.
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225. Labor Code § 226(c) requires an employer, within twenty-one (21) days of a written request therefore, to inspect or receive a copy of an employee's payroll records. An employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee, pursuant to Labor Code § 226(f).

226. Labor Code § 432 requires an employer, upon request, to give an employee a copy of any instrument signed by the employee relating to the obtaining or holding of employment.

227. Prior to the filing of this Complaint, on July 3, 2025, Plaintiff made a written request to inspect or receive a copy of his personnel and payroll records from Defendants, which Defendants received.

228. As of the date of this Complaint, which is well beyond thirty (30) days from the date of the request for the personnel file, Defendants failed and have refused to, and continue to fail and refuse to, permit Plaintiff's inspection of his personnel and payroll records, and, thus, failed to provide a copy of Plaintiff's personnel and payroll records to him, within the time required by Labor Code § 1198.5 and § 226(c), or ever.

229. As a result of Defendants' failure and refusal to comply with Labor Code § 1198.5, including its ongoing failure to produce and/or make available Plaintiff's personnel file, Plaintiff seeks a Court order, including any appropriate injunctive or declaratory relief, requiring the immediate production of his personnel file, in addition to Plaintiff's entitlement to recover from Defendants a civil penalty of \$750.00.

230. As a result of Defendants' failure and refusal to comply with Labor Code § 226(c), including its ongoing failure to produce and/or make available Plaintiff's personnel file, Plaintiff seeks a Court order, including any appropriate injunctive or declaratory relief, requiring the immediate production of his personnel file, in addition to Plaintiff's entitlement to recover from Defendants a civil penalty of \$750.00.

JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

1
2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 4 1. For general damages, in the amount of no less than \$5,000,000, according to proof;
- 5 2. For special damages, in the amount of no less than \$5,000,000, according to proof;
- 6 3. For actual, consequential, and incidental damages, in the amount of no less than
7 \$5,000,000, according to proof;
- 8 4. For past and/or future economic damages, including all past and/or future lost earnings,
9 wages, and/or benefits, in the amount of no less than \$5,000,000, according to proof;
- 10 5. For past and/or future non-economic damages, including all past and/or future physical
11 injuries, emotional distress, pain, suffering, physical trauma, etc., in the amount of no less than
12 \$5,000,000, according to proof;
- 13 6. For punitive and exemplary damages, in the amount of no less than \$20,000,000,
14 according to proof;
- 15 7. For all compensation and/or statutory penalties owed, including as required under the
16 Labor Code;
- 17 8. For declaratory and/or injunctive relief, including an order for the production of
18 Plaintiff's personnel and payroll file;
- 19 9. For prejudgment interest, according to proof;
- 20 10. For reasonable attorneys' fees and costs of suit incurred herein through the date of final
21 judgment;
- 22 11. For experts' costs and fees incurred herein through the date of final judgment; and
- 23 12. For such other and further relief as the Court may deem just and proper.
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1 Dated: September 12, 2025

EMPLOYEE JUSTICE LEGAL GROUP, P.C.

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3 By: *German Monroy Esq.*
4 Kaveh S. Elihu, Esq.
5 Daniel J. Friedman, Esq.
6 German Monroy, Esq.
7 Attorneys for Plaintiff Joshua Allen-Wilson
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