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6 Attorneys for Plaintiffs
7 JULIO CESAR MOLINA,
8 HECTOR ARAIZA-MORFIN, and
9 JUAN JOSE DOMINGUEZ

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 JULIO CESAR MOLINA, HECTOR ARAIZA-
13 MORFIN, and JUAN JOSE DOMINGUEZ,

14 Plaintiffs,

15 vs.

16 RICHMOND SANITARY SERVICE, INC., a
17 California corporation, REPUBLIC SERVICES,
18 INC., a Delaware corporation, N LEASING
19 COMPANY, LLC, a Delaware corporation, and
20 DOES 1 through 100, inclusive.

21 Defendants.

Case No: **24STCV13971**

Complaint for:

1. DISABILITY DISCRIMINATION (CAL. GOV. CODE §§ 12940 *et. seq.*);
2. FAILURE TO ACCOMMODATE DISABILITY (CAL. GOV. CODE §§ 12940 *et. seq.*);
3. FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS (CAL. GOV. CODE §§ 12940 *et. seq.*);
4. DISCRIMINATION ON THE BASIS OF RACE (CAL. GOV. CODE §§ 12940 *et. seq.*);
5. DISCRIMINATION ON THE BASIS OF AGE (CAL. GOV. CODE §§ 12940 *et. seq.*);
6. HARASSMENT ON THE BASIS OF DISABILITY (CAL. GOV. CODE §§ 12940 *et. seq.*);
7. HARASSMENT ON THE BASIS OF RACE (CAL. GOV. CODE §§ 12940 *et. seq.*);
8. HARASSMENT ON THE BASIS OF AGE (CAL. GOV. CODE §§

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- 12940 *et. seq.*);
9. UNLAWFUL DENIAL OF CFRA LEAVE (CAL. GOV. CODE § 12495.2(a));
 10. UNLAWFUL DISCRIMINATION DUE TO USE OF CFRA LEAVE (CAL. GOV. CODE § 12495.2(a));
 11. VIOLATION OF THE HEALTHY WORKPLACES, HEALTHY FAMILIES ACT OF 2014 AND REQUEST FOR ATTORNEY'S FEES (CAL. LAB. CODE §§245, 246 247, 248.5(e) AND 249
 12. HOSTILE WORK ENVIRONMENT (CAL. GOV. CODE §§ 12940 *et seq.*);
 13. FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT HARASSMENT, DISCRIMINATION AND RETALIATION (CAL. GOV. CODE §§ 12940 *et seq.*);
 14. RETALIATION IN VIOLATION OF FEHA (CAL. GOV. CODE §§ 12940 *et. seq.*);
 15. RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE §1102.5(b);
 16. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY (CAL. GOV. CODE §§ 12940 *et seq.* AND CAL. LAB. CODE §§ 204, 206, 216, 218.5, 218.6);
 17. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (CAL. CIVIL CODE § 3294);
 18. BREACH OF CONTRACT (CAL. CIV. CODE §§ 1549 *et seq.*);
 19. FAILURE TO PAY OVERTIME (CAL. LAB. CODE §§ 510, 1194, 1198, and 2699);
 20. FAILURE TO PROVIDE REST PERIODS (CAL. LAB. CODE § 226.7);
 21. FAILURE TO PROVIDE MEAL PERIODS (CAL. LAB. CODE § 226.7);

22. FAILURE TO REIMBURSE EXPENSES (CAL. LAB. CODE § 2802);
23. FAILURE TO PAY EARNED WAGES (CAL. LAB. CODE §§ 204, 206, 216, 218.5, 218.6);
24. FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS (CAL. LAB. CODE §§ 226 AND 226.3 *et seq.*);
25. WAITING TIME PENALTIES (CAL. LAB. CODE §§201, 202 AND 203);
26. UNFAIR/UNLAWFUL/FRAUDULENT BUSINESS PRACTICES (CAL. BUS. & PROF. CODE §§ 17200 *et seq.*); and
27. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (CAL. LAB. CODE § 2699 *et seq.*).

DEMAND FOR JURY TRIAL

Plaintiffs JULIO CESAR MOLINA (“Plaintiff Molina,”) HECTOR ARAIZA-MORFIN (“Plaintiff Araiza-Morfin,”) and JUAN JOSE DOMINGUEZ (“Plaintiff Dominguez”) (collectively “Plaintiffs”) hereby bring this action against Defendants RICHMOND SANITARY SERVICE, INC., a California corporation (“Defendant Richmond,”) REPUBLIC SERVICES, INC., a Delaware corporation (“Defendant Republic,”) N LEASING COMPANY, LLC, a Delaware corporation (“Defendant N Leasing,”) and DOES 1 through 100 (collectively “Defendants”) for damages resulting from Defendants’ unlawful and tortious conduct and, as grounds therefore, alleges:

PARTIES

1. Plaintiff Molina is a resident of the County of Contra Costa in the State of California.

2. Plaintiff Araiza-Morfin is a resident of the County of Lake in the State of

1 California.

2 3. Plaintiff Dominguez is a resident of the County of Sonoma in the State of
3 California.

4 4. Plaintiffs are informed and believe and thereon allege that Defendant Richmond,
5 a California corporation, is authorized to and did business in County of Los Angeles in the
6 State of California.

7 5. Plaintiffs are informed and believe and thereon allege that Defendant Republic,
8 a Delaware corporation, is authorized to and did business in the County of Los Angeles in the
9 State of California.

10 6. Plaintiffs are informed and believe and thereon allege that Defendant N Leasing
11 Company, LLC, a Delaware corporation, is authorized to and did business in the County of Los
12 Angeles in the State of California.

13 7. Plaintiffs are informed and believe and thereon allege that events relevant to this
14 complaint occurred in the County of Los Angeles in the State of California. Plaintiffs are
15 further informed and believe that witnesses to the events described herein were and are
16 residents of the County of Los Angeles in the State of California.

17 8. Plaintiffs are ignorant of the true names and capacities of Defendants sued
18 herein as Does 1 through 100, inclusive, and therefore, sues these Defendants by such fictitious
19 names. Plaintiffs will amend this Complaint to allege their true names and capacities when the
20 same are ascertained. Plaintiffs are informed and believe and thereon allege that each of the
21 fictitiously named Defendants are responsible in some manner for the occurrences and
22 discriminatory acts alleged herein, and that Plaintiffs' damages alleged herein were
23 proximately caused by these Defendants. The term "Defendants" herein includes Doe
24 Defendants.

25 9. Plaintiffs are informed and believe and thereon allege that at all relevant times
26 herein, each of the Defendants were the agents, employees, and/or joint venturers of, or
27 working in concert with the other Defendants, and were acting within the course and scope of
28 such agency, employment, joint venture and/or concerted activity. To the extent that said

1 conduct and omissions were perpetrated by Defendants and their agents, Defendants confirmed
2 and ratified said conduct and omissions.

3 10. At all times mentioned herein, Defendants, were the agents, servants, and alter-
4 egos of each other, and as such, the acts of one defendant are considered the acts of all
5 Defendants. Plaintiffs are informed and believe, and thereon allege that there is such unity of
6 interests and ownership between these Defendants that separate status no longer exists, and
7 further, observance of the fiction of separate existence among these Defendants would sanction
8 fraud and promote injustice.

9 11. Whenever and wherever reference is made in this Complaint to any act by a
10 Defendant or Defendants, such allegations and reference shall also be deemed to mean the acts
11 and failures to act of each defendant acting individually, jointly, and severally.

12 12. Whenever and wherever reference is made to individuals who are not named as
13 Plaintiffs or Defendants in this Complaint are alleged to be agents, employees and/or
14 supervisors of Defendants, such individuals at all relevant times acted on behalf of Defendants
15 within the scope of their employment.

16 **JURISDICTION AND VENUE**

17 13. The monetary damages, penalties and restitution sought by Plaintiffs exceed the
18 minimum unlimited jurisdictional limits of the Superior Court and will be established
19 according to proof at trial.

20 14. This Court has jurisdiction over all Defendants because, upon information and
21 belief, each Defendant is either a citizen of California, has sufficient minimum contacts in
22 California, or otherwise intentionally avails itself of the California market so as to render the
23 exercise of jurisdiction over it by the California courts consistent with traditional notions of
24 fair play and substantial justice.

25 15. Venue is proper in this Court because, upon information and belief, one or more
26 of the named Defendants resides, transacts business, or has offices in this judicial district and
27 the acts omissions alleged herein took place in this judicial district.

28 16. At all times herein mentioned, and at the time each of Plaintiffs' causes of

1 action arose, Plaintiff Molina was an individual residing in the County of Contra Costa, State
2 of California, Plaintiff Araiza-Morfin was an individual residing in the County of Lake, State
3 of California, and Plaintiff Dominguez was an individual residing in the County of Sonoma,
4 State of California. Plaintiffs, at all relevant times, were employed by Defendants in the
5 County of Los Angeles, State of California.

6 **FACTUAL ALLEGATIONS**

7 17. Factual allegations as to Plaintiffs' employment with Defendants is as follows.

8 18. Plaintiff Molina was employed by Defendants as a waste collector and waste
9 collection driver from on or about June 16, 2021, until Plaintiff Molina's employment was
10 unlawfully terminated on or about June 10, 2022.

11 19. Plaintiff Araiza-Morfin was employed by Defendants as a waste collection
12 driver from on or about March 7, 2013, until Plaintiff Araiza-Morfin's employment was
13 unlawfully terminated on or about April 6, 2023.

14 20. Plaintiff Dominguez was employed by Defendants as a waste collection driver
15 from on or about February 2021 until Plaintiff Dominguez's employment was unlawfully
16 terminated on or about April 6, 2023.

17 21. Factual allegations regarding as to Plaintiffs' job performance are as follows.

18 22. At all times, throughout Plaintiff Molina's employment, Plaintiff Molina
19 performed Plaintiff Molina's duties in an exemplary manner.

20 23. At all times, throughout Plaintiff Araiza-Morfin's employment, Plaintiff Araiza-
21 Morfin performed Plaintiff Araiza-Morfin's duties in an exemplary manner.

22 24. At all times, throughout Plaintiff Dominguez's employment, Plaintiff
23 Dominguez performed Plaintiff Dominguez's duties in an exemplary manner.

24 25. Factual allegations regarding as to Plaintiffs' protected statuses are as follows.

25 26. Plaintiff Molina and Plaintiff Araiza-Morfin were subjected to disability
26 harassment by Defendant Republic's Operations Manager, Alexis Mack ("Manager Mack,")
27 Plaintiff Araiza-Morfin's supervisor, Sara Wilson ("Supervisor Wilson,") and Plaintiff Araiza-
28 Morfin's manager Chris Mark ("Manager Mark.") Defendant Molina was subjected to

1 harassment based on age by Manager Mack who did not intervene nor stop the harassment
2 made by Plaintiff Molina's coworkers, Aurelio Guillermo ("Coworker Guillermo") and Leo
3 Carvallo ("Coworker Carvallo.") Defendant Dominguez was subjected to harassment based on
4 race by Plaintiff Dominguez's manager, Manager Mark. Also, Plaintiffs were subjected to
5 discrimination based on Plaintiffs' protected categories and as a result suffered from a hostile
6 work environment. Lastly, Plaintiffs were whistleblowers and were retaliated against for their
7 lawful complaints to Defendants.

8 27. Plaintiffs were subjected to harassment and discrimination based on Plaintiffs'
9 protected statuses. Defendants have a history of harassment and discrimination based on
10 disability, age, and race.

11 28. Defendants' have a history of creating a hostile work environment for
12 employees who are disabled.

13 29. Factual allegations regarding Plaintiff Molina are as follows.

14 30. Plaintiff Molina was an older employee in his 50's who was often placed in the
15 difficult and very labor-intensive physical role of emptying out the trash cans by lifting the
16 heavy containers and emptying them into the waste collection truck receptacles.

17 31. Plaintiff Molina was forced to chase and run after waste collection trucks as
18 they were driven by his coworkers around their routes. Running after the trucks was a difficult
19 and physical act, and Plaintiff Molina's coworkers were not accommodating to Plaintiff
20 Molina's physical limitations. Further, Plaintiff Molina would have to hang on to the back of
21 the collection trucks, and then he would jump off when the truck came to a full waste trash can
22 for him to empty. Plaintiff Molina would physically pick up and haul the full waste trash can to
23 the truck bin, lift the full trash can and dump it into the bin, place the empty can back in its
24 location, then run after the waste collection truck and jump back on as it was being driven
25 away by Plaintiff Molina's coworker.

26 32. Plaintiff Molina repeated these heavy and physically exhausting actions over
27 and over again. Worse yet, Plaintiff Molina's coworkers would drive quickly and push Plaintiff
28 Molina to do the work of emptying the trash cans as fast as possible, and over the time period

1 of working with Defendants, Plaintiff Molina developed injuries including pain in his right
2 shoulder and left elbow. This caused Plaintiff Molina to be disabled as he was in constant pain
3 from the heavy lifting of the trash cans and having to constantly keep up to the trucks by
4 chasing after them.

5 33. Plaintiff Molina complained of these injuries and his disability to his coworkers
6 and supervisors, including Manager Mack, but no actions were taken to help Plaintiff Molina
7 or to accommodate his disability.

8 34. Defendants did not engage in the interactive process with Plaintiff Molina as
9 Defendants did not discuss Plaintiff Molina's injuries with him, nor did Defendants try to
10 accommodate Plaintiff Molina by offering to move him to a position that would keep Plaintiff
11 Molina from further injury.

12 35. Plaintiff Molina requested that accommodations be made for him due to his
13 disability, such as Defendants allowing Plaintiff Molina to be a driver of the waste collection
14 truck collection vehicles more often, as that was a simpler and less physically demanding job,
15 but Defendants would assign Plaintiff Molina to work in teams were he would be placed in the
16 can collector position.

17 36. Factual allegations regarding Plaintiff Araiza-Morfin are as follows.

18 37. Plaintiff Araiza-Morfin lacked medical insurance, as it was not provided by
19 Defendant Republic nor Defendant Richmond, and Plaintiff Araiza-Morfin could not afford
20 medical insurance independently.

21 38. On or about mid-March 2023, Plaintiff Araiza-Morfin's union steward,
22 Supervisor Wilson, advised she would be transferring Plaintiff Araiza-Morfin to water tank
23 duty.

24 39. Plaintiff Araiza-Morfin informed Supervisor Wilson that he had suffered a car
25 accident in 2018 and should not be assigned to water tank duties due to the heavy physical
26 work involved and could cause him a serious injury. Supervisor Wilson ignored Plaintiff
27 Araiza-Morfin's concern and proceeded with the transfer.

28 40. Plaintiff Araiza-Morfin reiterated and voiced his concerns about the transfer, but

Supervisor Wilson went ahead with Plaintiff Araiza-Morfin's transfer.

41. On March 29, 2023, after approximately two weeks of working in the water tank duty, Plaintiff Araiza-Morfin fell to the ground from high up while inspecting the lid on a water tank, resulting in a painful injury and damage to his coccyx bone.

42. Even though Plaintiff Araiza-Morfin hesitated to report his injuries due to Defendant Republic and Defendant Richmond's reputation for terminating the employment of employees who reported injuries at work, Plaintiff Araiza-Morfin sought out Supervisor Wilson as she was the designated person for employees to report injuries to. Supervisor Wilson was not available to take his injury report, and Plaintiff Araiza-Morfin did not report his injury that day.

43. On March 30, 2023, Plaintiff Araiza-Morfin returned to work while still experiencing severe pain to his lower back. Plaintiff Araiza-Morfin knew of Defendants' desire to terminate employment of employees who were injured. Plaintiff Araiza-Morfin sought out Supervisor Wilson to make his injury report, but Supervisor Wilson was still unavailable.

44. On Friday, March 31, 2023, Plaintiff Araiza-Morfin continued to work despite being in pain, as he had financial obligations to meet for his family and for fear of being terminated if he did not return to work.

45. On Monday, April 3, 2023, Plaintiff Araiza-Morfin returned to work as he was still highly apprehensive about potentially having his employment terminated if he took time off due to his injury.

46. On Tuesday, April 4, 2023, and Wednesday, April 5, 2023, Plaintiff Araiza-Morfin did not show up for work due to his increased pain and suffering from the injury. The pain Plaintiff Araiza-Morfin had been experiencing had been progressively increasing more and more, making it very difficult for Plaintiff Araiza-Morfin to continue to work with the pain. Plaintiff Araiza-Morfin communicated the reason for his absence to Supervisor Wilson through text messages.

47. On Thursday, April 6, 2023, Plaintiff Araiza-Morfin reported back to work, even as he continued to suffer from pain from the injury. Around 9:00 AM, Plaintiff received a call

1 from dispatch informing him that “Chris Mark [“Manager Mark”] needs you to roll off.”
2 Plaintiff Araiza-Morfin informed dispatch that he was still injured and in pain. Plaintiff Araiza-
3 Morfin went to Manager Mark’s office, where, out of the blue, Manager Mark asked Plaintiff
4 Araiza-Morfin if he wanted to resign. Plaintiff Araiza-Morfin was left aghast and confused, as
5 he had never stated he wanted to quit work.

6 48. Manager Mark then pressured Plaintiff Araiza-Morfin into signing the
7 resignation paperwork, terminating Plaintiff Araiza-Morfin’s employment.

8 49. Factual allegations regarding Defendants’ hostile work environment towards
9 older employees and Plaintiff Molina’s wrongful termination are as follows.

10 50. The following are factual allegations concerning Plaintiff Molina.

11 51. Plaintiff Molina was harassed and bullied by his coworkers including
12 Coworkers Guillermo and Carvallo, due to his age. Plaintiff Molina was in his mid-fifties at
13 the time of his employment with Defendants.

14 52. Coworkers Guillermo and Carvallo would laugh at Plaintiff Molina and make
15 derogatory comments to him, urging Plaintiff Molina to “*keep up with the younger people*”
16 when Plaintiff Molina could not match the pace of the waste collection truck that Coworkers
17 Guillermo and Carvallo drove. Plaintiff Molina would have to run behind the waste collection
18 truck as fast as he could to keep up with the fast pace of driving his coworkers did. They did
19 this purposely to exert Plaintiff Molina and to force him to work more physically.

20 53. Coworkers Guillermo and Carvallo would intentionally drive the waste
21 collection truck away fast and force Plaintiff Molina to run to catch up with the waste
22 collection truck, and they would mock Plaintiff Molina and tell him that a “*younger man could*
23 *perform better.*”

24 54. Plaintiff Molina worked diligently and resolutely, but the harassment and
25 bullying by Coworkers Guillermo and Carvallo continued unchecked by Defendants.

26 55. Plaintiff Molina complained about the ageist comments and behaviors to
27 Manager Mack, but Manager Mack made no effort to stop the actions and harassing comments
28 of Coworkers Guillermo and Carvallo.

1 56. While employed by Defendants, Plaintiff Molina frequently reported safety
2 issues resulting from his coworkers' reckless driving behaviors to Defendants, including driving
3 on the wrong side of the street and stopping in the middle of busy intersections as outlined
4 below, but Plaintiff Molina's complaints fell on deaf ears and went unresolved by Defendants.

5 57. Plaintiff Molina was at times placed to work with Coworker Guillermo, who
6 would deliberately drive the waste collection truck the wrong way in violation of posted street
7 signs in order to complete the assigned routes more quickly. Coworker Guillermo made illegal
8 stops in the middle of the street with the waste collection truck, even where there was traffic
9 and signal lights, prompting Plaintiff Molina to express concerns about safety and danger of
10 working in the middle of traffic. Coworker Guillermo pressured Plaintiff Molina to "*hurry up*"
11 and collect the trash, even when it was unsafe to do so, even when the waste collection truck
12 was stopped in the middle of the busy road, forcing Plaintiff Molina to weave in and out of
13 traffic.

14 58. Plaintiff Molina complained to Manager Mack and Defendants about the illegal
15 actions and dangerous behaviors of Coworker Guillermo, but no changes were made, and
16 Coworker Guillermo was not reprimanded.

17 59. Further, while employed by Defendants, Plaintiff Molina also complained about
18 Coworker Carvallo. Coworker Carvallo would maintain a fast pace on the collection route
19 while driving the waste collection truck with Plaintiff Molina and worse, would not allow
20 Plaintiff Molina to take breaks, even to drink water, often forcing Plaintiff Molina to work
21 dangerously while dehydrated. Plaintiff Molina would request that Coworker Carvallo stop to
22 allow Plaintiff Molina to drink water, but Coworker Carvallo ignored him and kept driving the
23 truck.

24 60. Plaintiff Molina made complaints about Coworker Carvallo to Defendants, but
25 as common, his complaints went untreated by Defendants.

26 61. In March 2022, Plaintiff Molina was involved in a minor vehicular accident
27 when he was instructed to drive a waste collection truck by Defendants. Defendants rarely
28 asked Plaintiff Molina to be a driver of this type of truck, and Molina let it be known he was

1 not sur he could drive it correctly.

2 62. Plaintiff Molina always maintained his certifications and licenses for driving the
3 waste collection trucks, but the truck models had changed, and Plaintiff Molina was not
4 entirely familiar with the newer vehicle's operation. Plaintiff Molina informed Defendants
5 about the differences in the trucks and advised he was unconfident in driving the newer waste
6 collection trucks, but he was instructed to proceed and drive them anyways.

7 63. During the route on the day of the vehicular accident, Plaintiff Molina's truck
8 had a minor accident involving another vehicle's fender. The collision caused minimal car
9 damage to a pedestrian automobile by the waste collection truck driven by Plaintiff Molina.

10 64. Plaintiff Molina filed a thorough accident report with Defendants to ensure all
11 aspects of the collision were noted. Defendants initially dismissed Plaintiff Molina's detailed
12 report, stating that it was unnecessary to "*write a book*." Subsequently, his accident statement
13 was revised, shortened, and altered by Defendants without Plaintiff Molina's approval.

14 65. On or about June 9, 2022, concerned about the continued illegal and dangerous
15 actions of Defendants' employees with their reckless disregard for safety while driving the
16 waste collection trucks, Plaintiff Molina filed a complaint with the State of California
17 Department of Industrial Relations, Division of Occupational Safety and Health. on June 10,
18 2022, immediately after his complaint being filed, Plaintiff Molina's employment was
19 unlawfully terminated in retaliation for his filing the complaint.

20 66. Defendants cited a "lack of work" as the reason for Plaintiff Molina's
21 employment termination, but Defendants promptly posted online job openings for positions
22 identical to what Plaintiff Molina had been hired for, and based on information and belief, a
23 younger male was hired to perform the same work Plaintiff Molina had been previously
24 employed to do.

25 67. Factual allegations regarding Defendants' hostile work environment towards
26 employees of a different race.

27 68. The following are factual allegations concerning Plaintiff Dominguez.

28 69. Manager Mark and other managers of Defendant Republic and Defendant

1 Richmond would make comments and threats based on Plaintiff Dominguez's race. Plaintiff
2 Dominguez is Latino.

3 70. Manager Mark and other managers of Plaintiff Dominguez would tell him, *"If*
4 *you can't do this job, go back to Mexico,"* and *"If you can't speak English, go back to Mexico."*

5 71. Plaintiff Dominguez complained about the yelling at him by management, the
6 harassing comments, and the employment termination threats from management. In retaliation,
7 Plaintiff Dominguez was given less vacation time than similarly employed employees of
8 Defendants, and he was further forced to complete undesirable and difficult jobs and duties
9 that other employees rejected.

10 72. Plaintiff Dominguez complained to Defendants' Human Resources, Lisa
11 Martinez, about Plaintiff Dominguez's manager, Manager Mark. Unfortunately, no changes
12 were made or implemented by Defendants. Plaintiff Dominguez was eventually forced to
13 resign due to his complaints.

14 73. Factual allegations as to Defendants' whistleblower violations, COVID Sick
15 Leave and Sick Leave violations, hostile work environment, and retaliation are as follows.

16 74. The following are factual allegations concerning Plaintiff Araiza-Morfin.

17 75. During the COVID-19 Pandemic, Plaintiff Araiza-Morfin scheduled himself to
18 get his vaccine shots for COVID-19. Plaintiff Araiza-Morfin noted that he had approximately
19 80 hours on his paystub of COVID-19 pay available.

20 76. Plaintiff Araiza-Morfin went to get his first vaccine shot on a Friday.

21 77. On the following Monday, Plaintiff Araiza-Morfin was sick from the reaction to
22 the vaccine shot. Plaintiff Araiza-Morfin informed Supervisor Wilson that he wanted to use his
23 COVID-19 pay hours and stay home due to the extraneous reaction his body was having to the
24 vaccine shot.

25 78. Supervisor Wilson ignored Plaintiff Araiza-Morfin's request and used Plaintiff
26 Araiza-Morfin's Paid Time Off ("PTO") instead. At this time, Defendants had decided to
27 unlawfully combine the PTO, sick leave, and vacation hours as one group of leave wages. This
28 unlawful policy by Defendants only changed when a union was formed on or about May 1,

1 2022.

2 79. Plaintiff Araiza-Morfin complained to Supervisor Wilson that Plaintiff Araiza-
3 Morfin's COVID-19 pay was not used for his time off due to the vaccine shot. Plaintiff Araiza-
4 Morfin was paid for three (3) days out of the time he was sick. Plaintiff Araiza-Morfin was not
5 reimbursed for the rest of his time. Plaintiff Araiza-Morfin noticed shortly after this incident
6 that his previously available 80 hours of COVID-19 pay had disappeared from his wage
7 statements in retaliation for his complaints.

8 80. On or about May 1, 2022, Plaintiff Araiza-Morfin's workplace voted on and
9 became a union. Plaintiff Araiza-Morfin was heavily involved in the union as a main organizer.
10 Defendants, angry at Plaintiff Araiza-Morfin for his involvement in the union, retaliated
11 against Plaintiff Araiza-Morfin.

12 81. Defendants retaliated against employees taking sick leave.

13 82. When an employee of Defendants, including Plaintiff Araiza-Morfin, missed a
14 day and was forced to call out for something such as car trouble, the employee had to use their
15 sick leave hours. Employees of Defendants were forced to use their sick leave hours, even if
16 the reason for calling out was not for being ill and even when the employee, such as Plaintiff
17 Araiza-Morfin, did not want to be paid for missing the day.

18 83. Supervisor Wilson would put in the sick leave pay without the employee's
19 approval. Plaintiff Araiza-Morfin himself had never filled out a sick pay form. Unfortunately,
20 if the sick hours were used up, then the employee would get a write-up or warning from the
21 Defendants.

22 84. The following are factual allegations concerning Plaintiff Dominguez.

23 85. During Plaintiff Dominguez's tenure with Defendant Republic and Defendant
24 Richmond, Plaintiff Dominguez complained about the safety issues he witnessed.

25 86. A few of the safety issues Plaintiff Dominguez had witnessed and complained
26 about were insecure boxes being transported on Defendants' vehicles. Plaintiff Dominguez
27 further complained of the chains on the vehicles being unsafe and unsecure.

28 87. When Plaintiff Dominguez complained about the safety issues he witnessed

1 with Defendants. In retaliation, Defendants would assign Plaintiff Dominguez to do the worst
2 and hardest jobs for Defendants, such as roll-off duty on Tuesdays and managing the water
3 tanks, a demanding and dangerous task.

4 88. While performing roll-off duty, which includes driving a truck, Plaintiff
5 Dominguez noticed that the shock absorbers of the truck were in poor condition. Plaintiff
6 Dominguez complained that due to the poor condition of the truck's shock absorbers, he could
7 not perform roll-off duty properly to avoid damaging the trucks. Defendants did not take action
8 on Plaintiff Dominguez's complaints on the truck.

9 89. A further example of retaliation from Defendants for Plaintiff Dominguez's
10 complaints occurred when Plaintiff Dominguez was scheduled to fill the water tank for the city
11 of Sonoma.

12 90. Plaintiff Dominguez noticed that the key for the water valve was broken,
13 causing the water valve to remain open and spill water from the tank. Plaintiff Dominguez
14 made a complaint about the water valve issue to the dispatch of Defendant Republic and
15 Defendant Richmond.

16 91. A few days after the complaint was made, Plaintiff Dominguez was informed
17 that the key had been fixed on the water tank. Plaintiff Dominguez went to the water tank and
18 saw for himself that the key for the water valve remained broken and was not fixed as he had
19 been told. Plaintiff Dominguez called the dispatcher of Defendants to complain about the issue,
20 and the dispatcher told Plaintiff Dominguez to leave the water valve alone and that Manager
21 Mark would investigate the water tank.

22 92. When Plaintiff Dominguez arrived at work a few days later, Manager Mark
23 changed Plaintiff Dominguez's position to roll-off duty. Plaintiff Dominguez asked Manager
24 Mark for the reason for this change, as Plaintiff Dominguez could no longer retrieve water for
25 the county, but Manager Mark gave no answer regarding the change of position.

26 93. Furthermore, the dispatch for Defendant Republic and Defendant Richmond
27 would repeatedly instruct Plaintiff Dominguez not to retrieve water from Sonoma County,
28 which he already aware of. This harassing action was done to Plaintiff Dominguez in

1 retaliation for his complaints.

2 94. On Thursday morning, when Plaintiff Dominguez arrived, his position was
3 changed from water retrieval to roll-off duty, which is very difficult, dangerous, and physically
4 intensive again in retaliation for his complaints.

5 95. Whenever an employee's truck broke down, Defendant Republic and Defendant
6 Richmond would trade Plaintiff Dominguez's truck and provide it to the employee of the
7 broken-down vehicle, leaving Plaintiff Dominguez without a safe truck to use.

8 96. One incident regarding a fellow employee's truck breaking down left Plaintiff
9 Dominguez with an unsafe truck to drive, yet he was instructed to use the unsafe work.
10 Plaintiff Dominguez went home that day instead of using the unsafe truck fearing for his
11 safety. Plaintiff Dominguez received a warning as a result, even though he explained that he
12 felt in danger if he used the unsafe truck.

13 97. When Plaintiff Dominguez returned the next day, the truck was still unrepaired,
14 leaving Plaintiff Dominguez to drive the insecure truck. Despite the truck remaining in a
15 dangerous condition, Plaintiff Dominguez was compelled by Defendants to drive it to avoid
16 losing his job.

17 98. Defendants' disregard for safety led to numerous incidents, including the truck's
18 transmission flap opening due to missing screws, similar incidents involving other drivers, and
19 accidents. Defendants subjected its employees, including Plaintiff Dominguez, to numerous
20 injustices and dangerous situations that could have, and should have, been prevented.

21 99. Plaintiff Dominguez noticed that he was frequently assigned to less desirable
22 jobs and duties compared to other employees. When Plaintiff Dominguez complained to his
23 manager, Manager Mark, about being frequently assigned undesirable tasks, Plaintiff
24 Dominguez would be yelled at. Manager Mark did not want to speak with Plaintiff Dominguez
25 nor explain to him why he was getting the worse assignments compared to other employees.

26 100. During one safety-related complaint, a newer supervisor named Joseph informed
27 other management members of Defendants that assigning Plaintiff Dominguez to the hardest
28 and most difficult jobs as retaliation for complaints was illegal. Unsurprisingly, Joseph left

1 Defendants approximately 5 to 6 months later.

2 101. Further, Plaintiff Dominguez was not paid any COVID-19 pay even though he
3 had it available on his wage statements. Plaintiff Dominguez needed the COVID-19 pay and
4 requested it from Defendants, but suddenly and unexplained, his available COVID-19 pay
5 could disappeared from wage statements.

6 102. Factual allegations as to Defendants' retaliation and breach of contract with
7 Plaintiff Molina as follows.

8 103. The following are factual allegations concerning Plaintiff Molina.

9 104. Plaintiff Molina was hired to work at the Defendants' location in Richmond,
10 California, as Plaintiff Molina lived close by and had a minimal commute to the worksite,
11 about 10 minutes, with a pay of \$34.29 an hour.

12 105. On or about February 11, 2022, Plaintiff Molina was told that he would have to
13 report to work at a different worksite in the city of Santa Rosa, California, or, in the
14 alternative, Plaintiff Molina's employment would be terminated.

15 106. Plaintiff Molina believes that the transfer was made due to his complaints, and
16 that the transfer was an act of retaliation by Defendants against Plaintiff Molina, in hopes that
17 Plaintiff Molina would resign from his employment.

18 107. On or about February 14, 2022, Plaintiff Molina began working at the Santa
19 Rosa location and his commute time increased to one hour each way and Plaintiff Molina's
20 wages were lowered from \$34.29 to \$28.21 an hour without Plaintiff Molina's consent or being
21 informed.

22 108. Plaintiff Molina believed that he would stay employed at Richmond, and that
23 Plaintiff Molina would continue to receive wages at an hourly rate of \$34.29, but by reducing
24 his wages to \$28.21 at Santa Rosa, Defendants forced Plaintiff Molina into financial worries.
25 Further, the added commute time caused Plaintiff Molina to lose valuable time with his family.

26 109. Further, Plaintiff Molina was interested in joining the union at Defendants, but
27 Plaintiff Molina was told that he would have to wait a probation of 65 days before being
28 admitted into the union.

110. Employee Carlos was admitted into the union a few weeks after he began working with Defendants without going through the probation period of 65 days, even though Plaintiff Molina was not allowed to join the union.

111. As Plaintiff Molina's probationary period came close to ending, Plaintiff Molina was transferred from the Richmond location to the Santa Rosa location, and Defendants informed Plaintiff Molina that his probation period would need to be "restarted."

112. Plaintiff Molina complained of the need to reset his probationary period, as he had witnessed other employees be approved to join the union, but due to Plaintiff Molina's disability, age, and complaints, he was not admitted into the union as retaliation by Defendants.

113. Plaintiffs continue to suffer significant emotional distress as a result of the disability, age, and race discrimination each of the Plaintiffs suffered by Defendants.

114. Plaintiffs have felt shame, embarrassment, harassment and continue to suffer from significant emotional distress due to their unlawful employment termination by Defendants.

115. Plaintiffs continue to suffer from anxiety, have poor sleep, experience panic attacks and other forms of emotional distress. These conditions began all that began during their tenure with Defendants and have continued after their employment termination.

116. Defendant Republic and Defendant Richmond violated several wage and hour laws in order to unlawfully profit from Plaintiff Araiza-Morfin's and Plaintiff Dominguez's labor.

117. In addition to Plaintiff Araiza-Morfin disability claims, Plaintiff Dominguez race claims, and Plaintiffs' wrongful termination claims, Plaintiff Araiza-Morfin and Plaintiff Dominguez have claims for wage and hour violations.

118. Plaintiff Araiza-Morfin was often unable to take his meal periods and rest breaks as Defendants would not fully relieve Plaintiff Araiza-Morfin of his work-related duties while Plaintiff Araiza-Morfin took his meal period.

119. Plaintiff Araiza-Morfin was made to clock in but would be pressured to continue

1 working because of his role as a “lead” with the other drivers. Further, Plaintiff Araiza-Morfin
2 was not allowed to take his lawful second meal break with Defendants.

3 120. Plaintiff Araiza-Morfin often times was unable to take lawful rest breaks due to
4 the workload forced upon him by Defendants.

5 121. Plaintiff Dominguez’s meal periods and rest breaks would often be interrupted
6 or missed. Plaintiff Dominguez was not reimbursed for the meal period and rest break
7 violations.

8 122. Plaintiffs were not provided with owed meal period and rest break premiums for
9 the unlawful rest breaks and meal periods through Defendants.

10 123. Plaintiff Araiza-Morfin often worked in excess of twelve hours as demanded by
11 Supervisor Wilson, but Plaintiff Araiza-Morfin was not compensated for the full-time worked.

12 124. Supervisor Wilson would manually punch Plaintiff Araiza-Morfin out a few
13 minutes before Plaintiff Araiza-Morfin completed the twelve hours of worktime, and then she
14 would require him to continue working off the clock. Supervisor Wilson would then print out
15 the logbook sheet with the timecards and fill it out to reflect that Plaintiff Araiza-Morfin had
16 not worked in excess of twelve hours, even when Plaintiff Araiza-Morfin did work in fact work
17 over 12 hours.

18 125. Supervisor Wilson would occasionally make Plaintiff Araiza-Morfin, and other
19 employees, sign manually input timecards that Supervisor Wilson produce. Plaintiff Araiza-
20 Morfin would not be compensated for his time when Plaintiff Araiza-Morfin worked over
21 twelve hours. When Plaintiff Araiza-Morfin complained about this process to Supervisor
22 Wilson, Supervisor Wilson would claim that the clock was incorrect and did not coincide with
23 her system. Due to this, Supervisor Wilson told Plaintiff Araiza-Morfin that Supervisor Wilson
24 would then need to “fix” the timecards.

25 126. Before Plaintiff Araiza-Morfin started his shift and after Plaintiff Araiza-Morfin
26 ended his shift, Supervisor Wilson would send Plaintiff Araiza-Morfin messages about issues
27 with employees. These issues were usually about coverage for the employee. Plaintiff Araiza-
28 Morfin was not reimbursed for the time covering employees or the messages relating to work,

1 even though they were not on the clock at the time of receiving and responding to the
2 messages.

3 127. Plaintiffs were not reimbursed for the meal period violations pushed on them by
4 Defendants, therefore subjecting Defendants to owing Plaintiffs additional overtime wages.

5 128. To date, Plaintiffs have not been provided their lawfully owed overtime.

6 129. Defendants required Plaintiff Araiza-Morfin to take phone calls on his personal
7 cell phone, including while Plaintiff Araiza-Morfin was on his rest breaks and meal periods.
8 Plaintiff Araiza-Morfin also had a work phone that he was required to always carry and have
9 on. The work phone also had GPS tracking, which would similarly be used to harass
10 employees. The GPS would also show that employees were still working during their meal
11 periods.

12 130. Plaintiff Araiza-Morfin had to purchase his own work gloves to be able to
13 complete his work with Defendants but was not reimbursed for this business expense.

14 131. Plaintiff Dominguez was forced to use his personal phone at work at
15 Defendants. Defendants called Plaintiff Dominguez's personal phone often to speak to him
16 about work related. Plaintiff Dominguez asked Defendants to not call his personal phone when
17 Plaintiff Dominguez was not working and not on the schedule, but Defendants ignored Plaintiff
18 Dominguez's request and continued to call Plaintiff Dominguez during his meal periods, rest
19 breaks, and after/before work.

20 132. Defendants purchased Plaintiff Dominguez work boots. Unfortunately, the work
21 boots Defendants ordered did not fit Plaintiff Dominguez. Plaintiff Dominguez informed
22 Defendants but Defendants did not order new boots. Plaintiff Dominguez had to pay
23 approximately \$250.00 for work boots that would properly fit Plaintiff Dominguez. Plaintiff
24 Dominguez was not reimbursed for this business expense by Defendants.

25 133. As a result, of not being paid premiums and overtime, Plaintiffs are owed
26 unpaid wages, which should have been paid at the time owed by Defendants.

27 134. Further, Defendants' wage and hour violations were systematic in nature.

28 135. Plaintiffs are also entitled to waiting time penalties for not receiving properly

1 earned wages on a timely basis.

2 136. Further, as a result of the said violations Plaintiffs did not receive properly
3 compliant wage statements, subjecting Defendants to penalties.

4 137. Wage and hour violations were systematic leading to PAGA Claims. These
5 wage and hour violations were committed against all similar situated employees. Plaintiff
6 Araiza-Morfin and Plaintiff Dominguez filed PAGA claim with the LWDA.

7 138. Pursuant to the California Labor Code, California law, and applicable Wage
8 Orders, Plaintiff Araiza-Morfin and Plaintiff Dominguez are entitled to all damages, unpaid
9 wages, statutory penalties, waiting time penalties, interest, and attorneys' fees for the illegal
10 and wrongful acts and omissions of Defendants, as alleged throughout this Complaint.

11 **PAGA ALLEGATIONS**

12 139. Pursuant to the California Labor Code, California law and applicable Wage
13 Order, Plaintiff Araiza-Morfin and Plaintiff Dominguez are entitled to various "civil
14 penalties," where appropriate and to the extent permitted by law and California Labor Code §§
15 2698 and 2699 *et seq.* (herein "PAGA.")

16 140. Plaintiff Araiza-Morfin and Plaintiff Dominguez, as an aggrieved party, has
17 notified California's Labor and Workforce Development Agency (herein "LWDA") of
18 Defendants' California Labor Code and other violations as alleged herein with intent to seek
19 all civil penalties under PAGA.

20 141. Plaintiff Araiza-Morfin and Plaintiff Dominguez and other similarly situated
21 employees ("Aggrieved Employees") suffered from systematic wage and hour claims.

22 142. Defendants failed to provide Plaintiff Araiza-Morfin, Plaintiff Dominguez, and
23 other Aggrieved Employees with ten (10) minute rest periods for every four (4) hours of work,
24 or a majority portion thereof, throughout their employment. Defendants did not completely
25 relieve Plaintiff Araiza-Morfin and Plaintiff Dominguez and other Aggrieved Employees of all
26 duty during said rest periods. Further, Defendants did not pay Plaintiff Araiza-Morfin and
27 Plaintiff Dominguez one additional hour of pay at Plaintiffs' regular rate of compensation for
28 each workday that one or more statutory rest periods were not provided. Further, Plaintiff

1 Araiza-Morfin, Plaintiff Dominguez, and Aggrieved Employees did not receive compensation
2 for these missed rest breaks.

3 143. Defendants failed to provide Plaintiff Araiza-Morfin, Plaintiff Dominguez, and
4 other Aggrieved Employees with thirty (30) minute meal periods for every five (5) hours of
5 work, and a second, uninterrupted thirty (30) minute meal period to employees who work more
6 than ten hours in a day, or a majority portion thereof, throughout their employment.
7 Defendants did not completely relieve Plaintiff Araiza-Morfin, Plaintiff Dominguez, and other
8 Aggrieved Employees, of all duty during said meal periods. Further, Defendants did not pay
9 Plaintiff Araiza-Morfin and Plaintiff Dominguez one additional hour of pay at Plaintiff Araiza-
10 Morfin's and Plaintiff Dominguez's regular rate of compensation for each workday that one or
11 more statutory meal periods were not provided. Further, Plaintiff Araiza-Morfin, Plaintiff
12 Dominguez, and Aggrieved Employees did not receive compensation for these missed meal
13 breaks.

14 144. Defendants failed to provide Plaintiff Araiza-Morfin, Plaintiff Dominguez, and
15 other Aggrieved Employees with the wages earned and unpaid at the time of the separation of
16 employment, either immediately upon involuntary termination, or within 72 hours of
17 resignation. Plaintiff Araiza-Morfin and Plaintiff Dominguez were owed compensation for
18 unpaid rest and meal period premiums at the time of Plaintiff Araiza-Morfin's and Plaintiff
19 Dominguez's termination.

20 145. Defendants willfully failed to pay Plaintiff Araiza-Morfin, Plaintiff Dominguez,
21 and other Aggrieved Employees earned and due overtime wages upon separation of
22 employment, either immediately upon involuntary termination, or within 72 hours of
23 resignation. These earned but unpaid wages include overtime compensation.

24 146. Plaintiff Araiza-Morfin, Plaintiff Dominguez, and Aggrieved Employees have
25 not been paid properly and are entitled to the "waiting-time penalty."

26 147. Plaintiff Araiza-Morfin, Plaintiff Dominguez, and Aggrieved Employees are
27 owed for penalties for non-complaint wage statements.

28 148. Defendants willfully failed to reimburse Plaintiff Araiza-Morfin, Plaintiff

1 Dominguez, and other Aggrieved Employees for necessary employee expenses, inclusive of
2 mileage reimbursement, during or upon separation of employment, either immediately upon
3 involuntary termination, or within 72 hours of resignation.

4 149. Defendants retaliated against Plaintiff Araiza-Morfin, Plaintiff Dominguez, and
5 other Aggrieved Employees for complaining to Plaintiff Araiza-Morfin, Plaintiff Dominguez,
6 and other Aggrieved Employees' superiors about wage and hour violation Plaintiff Araiza-
7 Morfin, Plaintiff Dominguez, and other Aggrieved Employees superiors had the authority to
8 investigate, discover, or correct the violation or non-compliance, concerning actions taken by
9 Defendants which Plaintiff Araiza-Morfin, Plaintiff Dominguez, and other Aggrieved
10 Employees reasonably believed violated local, state, or federal rules or regulations.

11 150. Plaintiff Araiza-Morfin and Plaintiff Dominguez filed a PAGA claim on
12 September 14, 2023, LWDA Case No.: LWDA-CM-981702-23.

13 151. Plaintiff Araiza-Morfin and Plaintiff Domingue pursuant to California Labor
14 Code § 2699.3(a)(2)(C) and PAGA sue to collect the civil penalties authorized therein if
15 so permitted by the LWDA to seek the civil penalties.

16 **FIRST CAUSE OF ACTION**

17 **DISABILITY DISCRIMINATION**

18 **California Government Code §§ 12940 *et. seq.***

19 **(Plaintiff Molina and Plaintiff Araiza-Morfin Against Defendant Republic, Defendant**
20 **Richmond, and DOES 1-100, Inclusive)**

21 152. Plaintiff Molina and Plaintiff Araiza-Morfin re-alleges and incorporates by this
22 reference each of the preceding and foregoing paragraphs as if fully set forth herein.

23 153. Plaintiff Molina and Plaintiff Araiza-Morfin was at all times hereto an
24 "employee" within the meaning of California Government Code § 12926(c) and California
25 Government Code §§ 12940(a) and (c), which prohibit disability discrimination in
26 employment.

27 154. Defendants were at all material times an "employer" as defined by California
28 Government Code § 12926(d) and within the meaning of California Government Code §§

1 12940(a) and (c) and, as such, were barred from discriminating in employment decisions on the
2 basis of disability, as set forth in California Government Code § 12940.

3 155. Defendants have discriminated against Plaintiff Molina and Plaintiff Araiza-
4 Morfin on the basis of Plaintiff Molina's and Plaintiff Araiza-Morfin's disability in violation
5 of California Government Code § 12940(a) and (c), Article I of the California Constitution and
6 related statutes, by engaging in the course of conduct more fully set forth in the General
7 Allegations and all paragraphs stated above.

8 156. As a result of Defendants' unlawful discrimination against Plaintiff Molina and
9 Plaintiff Araiza-Morfin, Plaintiff Molina and Plaintiff Araiza-Morfin have suffered and
10 continues to suffer: (a) substantial humiliation, serious mental anguish, emotional and physical
11 distress; and (b) loss of past and future earnings, and employment benefits and opportunities,
12 on account of which Plaintiff Molina and Plaintiff Araiza-Morfin are entitled to compensatory
13 damages. The exact amount and nature of such damages exceed the jurisdictional limits of this
14 court, but are presently unknown to Plaintiff Molina and Plaintiff Araiza-Morfin, who will
15 either seek leave to amend this Complaint upon ascertaining such information or will prove the
16 same at the time of trial.

17 157. As more fully set forth above, the disability discrimination by Defendants was
18 committed intentionally, maliciously, wantonly, oppressively, and fraudulently with a
19 conscious disregard for Plaintiff Molina's and Plaintiff Araiza-Morfin's rights and with the
20 intent to vex, injure, punish, and annoy Plaintiff Molina and Plaintiff Araiza-Morfin so as to
21 cause the injuries sustained by Plaintiff Molina and Plaintiff Araiza-Morfin. Such acts
22 amounted to oppression, fraud, and malice, as described in California Civil Code § 3294.
23 Plaintiff Molina and Plaintiff Araiza-Morfin are therefore entitled to punitive or exemplary
24 damages in an amount sufficient to punish and make an example out of Defendant.

25 158. Plaintiff Molina and Plaintiff Araiza-Morfin have incurred and continues to
26 incur legal expenses and attorneys' fees. Pursuant to California Government Code § 12965(b),
27 Plaintiff Molina and Plaintiff Araiza-Morfin are entitled to recover reasonable attorneys' fees
28 and costs (including expert costs) in an amount according to proof.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO ACCOMMODATE DISABILITY**

3 **California Government Code §§ 12940 *et. seq.***

4 **(Plaintiff Molina and Plaintiff Araiza-Morfin Against Defendant Republic, Defendant**
5 **Richmond, and DOES 1-100, Inclusive)**

6 159. Plaintiff Molina and Plaintiff Araiza-Morfin re-alleges and incorporates by this
7 reference each of the preceding and foregoing paragraphs as if fully set forth herein.

8 160. Plaintiff Molina and Plaintiff Araiza-Morfin were both at all times hereto an
9 “employee” within the meaning of California Government Code § 12926(c) and California
10 Government Code §§ 12940(a) and (c), which prohibit disability discrimination, including the
11 failure to accommodate such disabilities.

12 161. Defendants were at all material times an “employer” as defined by California
13 Government Code § 12926(d) and within the meaning of California Government Code §§
14 12940(a) and (c) and, as such, were barred from discriminating in employment decisions on the
15 basis of disability, as set forth in California Government Code § 12940.

16 162. At the time of Plaintiff Molina’s and Plaintiff Araiza-Morfin’s employment with
17 Defendants, Plaintiff Molina and Plaintiff Araiza-Morfin were suffering from a known health
18 condition that substantially limited or impaired Plaintiff Molina’s and Plaintiff Araiza-
19 Morfin’s major life activities.

20 163. Despite having knowledge of Plaintiff Molina’s and Plaintiff Araiza-Morfin’s
21 known health condition, Defendants failed to provide Plaintiff Molina and Plaintiff Araiza-
22 Morfin with a reasonable accommodation for Plaintiff Molina’s and Plaintiff Araiza-Morfin’s
23 known health condition.

24 164. As a proximate result of Defendants’ failure to accommodate Plaintiff Molina’s
25 and Plaintiff Araiza-Morfin’s known health conditions, Plaintiff Molina and Plaintiff Araiza-
26 Morfin have suffered: (a) humiliation, serious mental anguish, and emotional and physical
27 distress; and (b) loss of past and future earnings, and employment benefits and opportunities;
28 all on account of which Plaintiff Molina and Plaintiff Araiza-Morfin are entitled to

1 compensatory damages. The amount and nature of such damages exceed the jurisdictional
2 limits of this court but are presently unknown to Plaintiff Molina and Plaintiff Araiza-Morfin,
3 who will either seek leave to amend this Complaint upon ascertaining such information or will
4 prove the same at the time of trial.

5 165. As more fully set forth above, Defendants' failure to accommodate Plaintiff
6 Molina's and Plaintiff Araiza-Morfin's known health conditions was committed intentionally,
7 maliciously, wantonly, oppressively, and fraudulently with a conscious disregard of Plaintiff
8 Molina's and Plaintiff Araiza-Morfin's rights and with the intent to vex, injure, punish, and
9 annoy Plaintiff Molina and Plaintiff Araiza-Morfin so as to cause the injuries sustained by
10 Plaintiff Molina and Plaintiff Araiza-Morfin. Such acts amounted to oppression, fraud, and
11 malice, as described in California Civil Code § 3294. Plaintiff Molina and Plaintiff Araiza-
12 Morfin are therefore entitled to punitive or exemplary damages in an amount sufficient to
13 punish and make an example out of Defendant.

14
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16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**

18 **California Government Code §§ 12940 *et. seq.***

19 **(Plaintiff Molina and Plaintiff Araiza-Morfin Against Defendant Republic, Defendant**
20 **Richmond, and DOES 1-100, Inclusive)**

21 166. Plaintiff Molina and Plaintiff Araiza-Morfin re-alleges and incorporates by this
22 reference each of the preceding and foregoing paragraphs as if fully set forth herein.

23 167. Plaintiff Molina and Plaintiff Araiza-Morfin were at all times hereto an
24 "employee" within the meaning of California Government Code § 12926(c) and California
25 Government Code §§ 12940(a) and (c), which prohibit disability discrimination in
26 employment.

27 168. Defendants were at all material times an "employer" as defined by California
28 Government Code § 12926(d) and within the meaning of California Government Code §§

1 12940(a) and (c) and, as such, were barred from discriminating in employment decisions on the
2 basis of disability, as set forth in California Government Code § 12940.

3 169. At the time of Plaintiff Molina's and Plaintiff Araiza-Morfin's employment with
4 Defendants, Plaintiff Molina and Plaintiff Araiza-Morfin were suffering from a condition that
5 substantially limited or impaired major life activities.

6 170. Despite having notice of Plaintiff Molina's and Plaintiff Araiza-Morfin's
7 condition, and notice of Plaintiff Molina's and Plaintiff Araiza-Morfin's request for reasonable
8 accommodations, Defendants failed to engage in a timely, good faith, interactive process with
9 Plaintiff Molina and Plaintiff Araiza-Morfin to determine effective reasonable
10 accommodations in violation of California Government Code §12940(n).

11 171. As a result of Defendants' failure to engage in the interactive process of
12 accommodation of Plaintiff Molina's and Plaintiff Araiza-Morfin's known disabilities,
13 Plaintiff Molina and Plaintiff Araiza-Morfin have suffered and continues to suffer: (a)
14 substantial humiliation, serious mental anguish, and emotional and physical distress; and (b)
15 loss of past and future earnings, and employment benefits and opportunities, on account of
16 which Plaintiff Molina and Plaintiff Araiza-Morfin are entitled to compensatory damages. The
17 exact amount and nature of such damages exceed the jurisdictional limits of this court but are
18 presently unknown to Plaintiff Molina and Plaintiff Araiza-Morfin, who will either seek leave
19 to amend this Complaint upon ascertaining such information or will prove the same at the time
20 of trial.

21 172. As more fully set forth above, Defendants' failure to engage in the interactive
22 process to accommodate Plaintiff Molina's and Plaintiff Araiza-Morfin's known disabilities
23 was committed intentionally, maliciously, wantonly, oppressively, and fraudulently with a
24 conscious disregard for Plaintiff Molina's and Plaintiff Araiza-Morfin's rights and with the
25 intent to vex, injure, punish, and annoy Plaintiff Molina and Plaintiff Araiza-Morfin so as to
26 cause the injuries sustained by Plaintiff Molina and Plaintiff Araiza-Morfin. Such acts
27 amounted to oppression, fraud, and malice, as described in California Civil Code § 3294.
28 Plaintiff Molina and Plaintiff Araiza-Morfin are therefore entitled to punitive or exemplary

1 damages in an amount sufficient to punish and make an example out of Defendant.

2 **FOURTH CAUSE OF ACTION**

3 **DISCRIMINATION ON THE BASIS OF RACE**

4 **California Government Code §§ 12940 *et. seq.***

5 **(Plaintiff Dominguez Against Defendant Republic, Defendant Richmond, and**
6 **DOES 1-100, Inclusive.)**

7 173. Plaintiff Dominguez re-alleges and incorporates by this reference each of the
8 preceding and foregoing paragraphs as if fully set forth herein.

9 174. Defendants, and each of them, subjected Plaintiff Dominguez to unwelcome
10 discrimination as described in detail above.

11 175. The California Fair Employment and Housing Act (California Government
12 Code § 12900 *et seq.*) prohibits discrimination on the basis of, among other things, race.
13 Discriminating against Plaintiff Dominguez and/or creating a hostile work environment on the
14 basis of Plaintiff's race is in violation of California Government Code §12940.

15 176. Plaintiff Dominguez is informed and believes, and thereon allege that his race
16 was a motivating factor in Defendants' wrongdoing in this case, which included, without
17 limitation, Defendants' refusal to advance Plaintiff Dominguez and termination of Plaintiff
18 Dominguez's employment with Defendants.

19 177. At all relevant times alleged herein, Plaintiff Dominguez was and is a Hispanic
20 individual. Additionally, at all times herein, Plaintiff Dominguez was willing, able, and
21 qualified to perform the duties and functions of the position in which Plaintiff Dominguez was
22 employed and/or trained or could have performed the duties and functions of that position.

23 178. The unwelcome discriminatory practices were sufficiently severe or pervasive to
24 alter the terms and conditions of Plaintiff Dominguez's employment and/or create a hostile,
25 intimidating, or offensive environment.

26 179. Plaintiff Dominguez found Defendants' discriminatory practices outrageous,
27 hostile, abrasive, and exploitative.

28 180. Defendants are liable for the discriminatory practices. At all relevant times,

1 Defendants had actual and constructive knowledge of the discrimination described herein and
2 alleged herein. Defendants failed to take immediate and appropriate corrective action to stop
3 the discrimination. Thereby Defendants condoned, ratified, and participated in the
4 discrimination by Defendant and failed to protect Plaintiff Dominguez from further
5 discrimination.

6 181. As a direct and proximate result of Defendants' conduct and each of their acts
7 alleged herein, Plaintiff Dominguez was harmed. Defendants' above-alleged conduct was
8 extreme and outrageous and has caused Plaintiff Dominguez injury, damage, loss and harm
9 including loss of income, medical expenses, humiliation, embarrassment, severe mental and
10 emotional distress and discomfort based on the discrimination experienced, and Defendants'
11 failure to take immediate and appropriate action in response thereto, all which amount to
12 Plaintiff Dominguez's damage in excess of the minimum jurisdiction of this court, the precise
13 amount to be proven at trial.

14 182. Defendants' conduct was malicious and oppressive, in that it was conduct
15 carried on by Defendants in a willful and conscious disregard of Plaintiff Dominguez's rights,
16 subjecting Plaintiff Dominguez to cruel and unjust hardship. Thus, an award of exemplary and
17 punitive damages is justified.

18 183. Plaintiff Dominguez is hereby entitled to general and compensatory damages as
19 prayed herein. Plaintiff Dominguez also requests an award of reasonable attorney fees, expert
20 witness fees and costs as allowed by law.

21 **FIFTH CAUSE OF ACTION**

22 **DISCRIMINATION ON THE BASIS OF AGE**

23 **California Government Code §§ 12940 *et. seq.***

24 **(Plaintiff Molina Against Defendant Republic, Defendant Richmond and**
25 **DOES 1-100, Inclusive.)**

26 184. Plaintiff Molina re-alleges and incorporates by this reference each of the
27 preceding and foregoing paragraphs as if fully set forth herein.

28 185. Defendants, and each of them, subjected Plaintiff Molina to unwelcome

1 discrimination as described in detail above.

2 186. The California Fair Employment and Housing Act (California Government
3 Code § 12900 *et seq.*) prohibits discrimination on the basis of, among other things, age.
4 Discriminating against Plaintiff Molina and/or creating a hostile work environment on the
5 basis of Plaintiff Molina's age is in violation of California Government Code §12940.

6 187. Plaintiff Molina is informed and believes, and thereon allege that Plaintiff
7 Molina's age was a motivating factor in Defendants' wrongdoing in this case, which included,
8 without limitation, Defendants' refusal to advance Plaintiff Molina and termination of Plaintiff
9 Molina's employment with Defendants.

10 188. At all relevant times alleged herein, Plaintiff Molina was and is an individual
11 who is elderly. Additionally, at all times herein, Plaintiff Molina was willing, able, and
12 qualified to perform the duties and functions of the position in which Plaintiff Molina was
13 employed and/or trained or could have performed the duties and functions of that position.

14 189. The unwelcome discriminatory practices were sufficiently severe or pervasive to
15 alter the terms and conditions of Plaintiff Molina's employment and/or create a hostile,
16 intimidating, or offensive environment.

17 190. Plaintiff Molina found Defendants' discriminatory practices outrageous, hostile,
18 abrasive, and exploitative.

19 191. Defendants are liable for the discriminatory practices. At all relevant times,
20 Defendants had actual and constructive knowledge of the discrimination described herein and
21 alleged herein. Defendants failed to take immediate and appropriate corrective action to stop
22 the discrimination. Thereby Defendants condoned, ratified, and participated in the
23 discrimination by Defendant and failed to protect Plaintiff Molina from further discrimination.

24 192. As a direct and proximate result of Defendants' conduct and each of their acts
25 alleged herein, Plaintiff Molina was harmed. Defendants' above-alleged conduct was extreme
26 and outrageous and has caused Plaintiff Molina injury, damage, loss and harm including loss of
27 income, medical expenses, humiliation, embarrassment, severe mental and emotional distress
28 and discomfort based on the discrimination experienced, and Defendants' failure to take

1 immediate and appropriate action in response thereto, all which amount to Plaintiff Molina's
2 damage in excess of the minimum jurisdiction of this court, the precise amount to be proven at
3 trial.

4 193. Defendants' conduct was malicious and oppressive, in that it was conduct
5 carried on by Defendants in a willful and conscious disregard of Plaintiff Molina's rights,
6 subjecting Plaintiff Molina to cruel and unjust hardship. Thus, an award of exemplary and
7 punitive damages is justified.

8 194. Plaintiff Molina is hereby entitled to general and compensatory damages as
9 prayed herein. Plaintiff Molina also requests an award of reasonable attorney fees, expert
10 witness fees and costs as allowed by law.

11 **SIXTH CAUSE OF ACTION**

12 **HARASSMENT ON THE BASIS OF DISABILITY**

13 **California Government Code §§ 12940 *et. seq.***

14 **(Plaintiffs Molina and Plaintiff Araiza-Morfin Against All Defendants** 15 **and DOES 1-100, Inclusive)**

16 195. Plaintiff Molina and Plaintiff Araiza-Morfin re-alleges and incorporates by this
17 reference each of the preceding and foregoing paragraphs as if fully set forth herein.

18 196. Defendants, and each of them, subjected Plaintiff Molina and Plaintiff Araiza-
19 Morfin to unwelcome harassment on the basis of disability as described in detail above.

20 197. The California Fair Employment and Housing Act (California Government
21 Code § 12900 *et seq.*) prohibits harassment on the basis of disability, as well as race and age.

22 198. Harassment against Plaintiff Molina and Plaintiff Araiza-Morfin and/or creating
23 a hostile work environment is in violation of California Government Code § 12940.

24 199. Plaintiff Molina and Plaintiff Araiza-Morfin are informed and believes, and
25 thereon allege that Plaintiff Molina's and Plaintiff Araiza-Morfin's disability was a motivating
26 factor in Defendants' wrongdoing in this case, which included, without limitation, Defendants'
27 refusal to advance Plaintiff Molina and Plaintiff Araiza-Morfin and termination of Plaintiff
28 Molina's and Plaintiff Araiza-Morfin's employment with Defendants.

1 200. At all relevant times alleged herein, Plaintiff Molina and Plaintiff Araiza-Morfin
2 at all times herein, Plaintiff Molina and Plaintiff Araiza-Morfin were willing, able, and
3 qualified to perform the duties and functions of the position in which Plaintiff Molina and
4 Plaintiff Araiza-Morfin were employed and/or trained or could have performed the duties and
5 functions of that position.

6 201. The unwelcome harassment was sufficiently severe or pervasive to alter the
7 terms and conditions of Plaintiff Molina's and Plaintiff Araiza-Morfin's employment and/or
8 create a hostile, intimidating, or offensive environment.

9 202. Plaintiff Molina and Plaintiff Araiza-Morfin found Defendants' harassment was
10 outrageous, hostile, abrasive, and exploitative.

11 203. Defendants are liable for the harassment. At all relevant times, Defendants had
12 actual and constructive knowledge of the harassment described herein and alleged herein.
13 Defendants failed to take immediate and appropriate corrective action to stop the harassment.
14 Thereby Defendants condoned, ratified, and participated in the harassment by Defendant and
15 failed to protect Plaintiff Molina and Plaintiff Araiza-Morfin from further harassment.

16 204. As a direct and proximate result of Defendants' conduct and each of their acts
17 alleged herein, Plaintiff Molina and Plaintiff Araiza-Morfin were harmed. Defendants' above-
18 alleged harassment was extreme and outrageous and has caused Plaintiff Molina and Plaintiff
19 Araiza-Morfin injury, damage, loss and harm including loss of income, medical expenses,
20 humiliation, embarrassment, severe mental and emotional distress and discomfort based on the
21 harassment experienced, and Defendants' failure to take immediate and appropriate action in
22 response thereto, all which amount to Plaintiff Molina's and Plaintiff Araiza-Morfin's damage
23 in excess of the minimum jurisdiction of this court, the precise amount to be proven at trial.

24 205. Defendants' harassment was malicious and oppressive, in that it was conduct
25 carried on by Defendants in a willful and conscious disregard of Plaintiff Molina's and
26 Plaintiff Araiza-Morfin's rights, subjecting Plaintiff Molina and Plaintiff Araiza-Morfin to
27 cruel and unjust hardship. Thus, an award of exemplary and punitive damages is justified.

28 206. Plaintiff Molina and Plaintiff Araiza-Morfin are hereby entitled to general and

1 compensatory damages as prayed herein. Plaintiff Molina and Plaintiff Araiza-Morfin also
2 request an award of reasonable attorney fees, expert witness fees and costs as allowed by law.

3 **SEVENTH CAUSE OF ACTION**

4 **HARASSMENT ON THE BASIS OF RACE**

5 **California Government Code §§ 12940 *et. seq.***

6 **(Plaintiff Dominguez Against All Defendants and DOES 1-100, Inclusive.)**

7 207. Plaintiff Dominguez re-alleges and incorporates by this reference each of the
8 preceding and foregoing paragraphs as if fully set forth herein.

9 208. Defendants, and each of them, subjected Plaintiff Dominguez to unwelcome
10 harassment based on race as described in detail above.

11 209. The California Fair Employment and Housing Act (California Government
12 Code § 12900 *et seq.*) prohibits harassment on the basis of race.

13 210. Harassment against Plaintiff Dominguez and/or creating a hostile work
14 environment on the basis of Plaintiff Dominguez's race is in violation of California
15 Government Code § 12940.

16 211. Plaintiff Dominguez is informed and believes, and thereon allege that Plaintiff
17 Dominguez's race and age was a motivating factor in Defendants' wrongdoing in this case,
18 which included, without limitation, Defendants' refusal to advance Plaintiff Dominguez and
19 termination of Plaintiff Dominguez's employment with Defendants.

20 212. At all relevant times alleged herein, Plaintiff Dominguez at all times herein,
21 Plaintiff Dominguez was willing, able, and qualified to perform the duties and functions of the
22 position in which Plaintiff Dominguez was employed and/or trained or could have performed
23 the duties and functions of that position. Plaintiff Dominguez was and is a Hispanic individual.

24 213. The unwelcome harassment was sufficiently severe or pervasive to alter the
25 terms and conditions of Plaintiff Dominguez's employment and/or create a hostile,
26 intimidating, or offensive environment.

27 214. Plaintiff Dominguez found Defendants' harassment was outrageous, hostile,
28 abrasive, and exploitative.

215. Defendants are liable for the harassment. At all relevant times, Defendants had actual and constructive knowledge of the harassment described herein and alleged herein. Defendants failed to take immediate and appropriate corrective action to stop the harassment. Thereby Defendants condoned, ratified, and participated in the harassment by Defendant and failed to protect Plaintiff Dominguez from further harassment.

216. As a direct and proximate result of Defendants' conduct and each of their acts alleged herein, Plaintiff Dominguez was harmed. Defendants' above-alleged harassment was extreme and outrageous and has caused Plaintiff Dominguez injury, damage, loss and harm including loss of income, medical expenses, humiliation, embarrassment, severe mental and emotional distress and discomfort based on the harassment experienced, and Defendants' failure to take immediate and appropriate action in response thereto, all which amount to Plaintiff Dominguez's damage in excess of the minimum jurisdiction of this court, the precise amount to be proven at trial.

217. Defendants' harassment was malicious and oppressive, in that it was conduct carried on by Defendants in a willful and conscious disregard of Plaintiff Dominguez's rights, subjecting Plaintiff Dominguez to cruel and unjust hardship. Thus, an award of exemplary and punitive damages is justified.

218. Plaintiff Dominguez is hereby entitled to general and compensatory damages as prayed herein. Plaintiff Dominguez also requests an award of reasonable attorney fees, expert witness fees and costs as allowed by law.

EIGHTH CAUSE OF ACTION

HARASSMENT ON THE BASIS OF AGE

California Government Code §§ 12940 *et. seq.*

(Plaintiff Molina Against All Defendants and DOES 1-100, Inclusive.)

219. Plaintiff Molina re-alleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

220. Defendants, and each of them, subjected Plaintiff Molina to unwelcome harassment on the basis of age as described in detail above.

1 221. The California Fair Employment and Housing Act (California Government
2 Code § 12900 *et seq.*) prohibits harassment on the basis of age in addition to other protected
3 categories.

4 222. Harassment against Plaintiff Molina and/or creating a hostile work environment
5 on the basis of Plaintiff Molina's age is in violation of California Government Code § 12940.

6 223. Plaintiff Molina is informed and believes, and thereon allege that Plaintiffs' age
7 was a motivating factor in Defendants' wrongdoing in this case, which included, without
8 limitation, Defendants' refusal to advance Plaintiff Molina and termination of Plaintiff
9 Molina's employment with Defendants.

10 224. At all relevant times alleged herein, Plaintiff Molina was willing, able, and
11 qualified to perform the duties and functions of the position in which Plaintiff Molina was
12 employed and/or trained or could have performed the duties and functions of that position.

13 225. Plaintiff Molina alleges and believes that Plaintiff Molina's age was a
14 motivating factor for their dismissal and that Plaintiff Molina was replaced with a younger
15 worker.

16 226. The unwelcome harassment was sufficiently severe or pervasive to alter the
17 terms and conditions of Plaintiff Molina's employment and/or create a hostile, intimidating, or
18 offensive environment.

19 227. Plaintiff Molina found Defendants' harassment was outrageous, hostile,
20 abrasive, and exploitative.

21 228. Defendants are liable for the harassment. At all relevant times, Defendants had
22 actual and constructive knowledge of the harassment described herein and alleged herein.
23 Defendants failed to take immediate and appropriate corrective action to stop the harassment.
24 Thereby Defendants condoned, ratified, and participated in the harassment by Defendant and
25 failed to protect Plaintiff Molina from further harassment.

26 229. As a direct and proximate result of Defendants' conduct and each of their acts
27 alleged herein, Plaintiff Molina was harmed. Defendants' above-alleged harassment was
28 extreme and outrageous and has caused Plaintiff Molina injury, damage, loss and harm

1 including loss of income, medical expenses, humiliation, embarrassment, severe mental and
2 emotional distress and discomfort based on the harassment experienced, and Defendants'
3 failure to take immediate and appropriate action in response thereto, all which amount to
4 Plaintiff Molina's damage in excess of the minimum jurisdiction of this court, the precise
5 amount to be proven at trial.

6 230. Defendants' harassment was malicious and oppressive, in that it was conduct
7 carried on by Defendants in a willful and conscious disregard of Plaintiff Molina's rights,
8 subjecting Plaintiff Molina to cruel and unjust hardship. Thus, an award of exemplary and
9 punitive damages is justified.

10 231. Plaintiff Molina is hereby entitled to general and compensatory damages as
11 prayed herein. Plaintiff Molina also requests an award of reasonable attorney fees, expert
12 witness fees and costs as allowed by law.

13 **NINETH CAUSE OF ACTION**

14 **UNLAWFUL DENIAL OF CFRA LEAVE**

15 **California Government Code § 12495.2(a)**

16 **(Plaintiff Molina and Plaintiff Araiza-Morfin Against Defendant Republic, Defendant**
17 **Richmond, and DOES 1-100, Inclusive)**

18 232. Plaintiff Molina and Plaintiff Araiza-Morfin re-alleges and incorporates by this
19 reference each of the preceding and foregoing paragraphs as if fully set forth herein.

20 233. California Government Code §12945.2 (a), declares it an unlawful employment
21 practice for any employer to refuse to grant a request by any employee with more than 12
22 months of service with the employer, and who has at least 1,250 hours of service with the
23 employer during the previous 12-month period, to take up to a total of 12 workweeks in any
24 12-month period for family care and medical leave, so long as the employer employs at least
25 50 employees within 75 miles of the worksite of the employee requesting such leave. Family
26 care and medical leave requested pursuant to California Government Code section 12945.2,
27 subdivision (a), shall not be deemed to have been granted unless the employer provides the
28 employee, upon granting the leave request, a guarantee of employment in the same or a

comparable position upon the termination of the leave.

234. Defendants violated the CFRA, California Government Code § 12945.2 (a), by: refusing to provide Plaintiff Molina and Plaintiff Araiza-Morfin with CFRA leave for which they were eligible; unreasonably delaying approval of requests for leave under the CFRA and otherwise interfering with Plaintiff Molina's and Plaintiff Araiza-Morfin's right to use CFRA leave; misrepresenting requirements for CFRA eligibility; and, requesting unnecessary and duplicative information from Plaintiff Molina and Plaintiff Araiza-Morfin in support of their legitimate requests for CFRA leave.

235. As a direct result of the unlawful employment practices of Defendants, and each of them, as alleged herein, Plaintiff Molina and Plaintiff Araiza-Morfin have incurred lost wages, lost benefits, and out of pocket expenses, in an amount to be proven at trial.

236. As a further and direct result of the unlawful employment practices of Defendants, Plaintiff Molina and Plaintiff Araiza-Morfin have suffered anxiety, frustration, emotional distress, and injury in an amount to be proven at the time of trial.

237. Defendants committed the acts alleged herein by acting knowingly and willfully, with the wrongful and illegal deliberate intention of injuring Plaintiff Molina and Plaintiff Araiza-Morfin from improper motives amounting to malice, and in conscious disregard of Plaintiff Molina's and Plaintiff Araiza-Morfin's CFRA rights. Plaintiff Molina and Plaintiff Araiza-Morfin and is thus entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts according to proof at time of trial.

TENTH CAUSE OF ACTION

UNLAWFUL DISCRIMINATION DUE TO USE OF CFRA LEAVE

California Government Code § 12495.2(a)

(Plaintiff Molina and Plaintiff Araiza-Morfin Against Defendant Republic, Defendant Richmond, and DOES 1-100, Inclusive)

238. Plaintiff Molina and Plaintiff Araiza-Morfin re-alleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

239. California Government Code § 12945.2 (l), declares it an unlawful employment

1 practice, inter alia, for any employer to refuse to hire, or discharge, fine, suspend,
2 expel, or discriminate against, any individual because of an individual's exercise of the right to
3 family care and medical leave provided by California Government Code § 12945.2 subdivision
4 23 (a).

5 240. Defendants violated the CFRA by subjecting Plaintiff Molina and Plaintiff
6 Araiza-Morfin to disciplinary action for violation of Defendant's attendance policy as a result
7 of their taking CFRA-qualifying leave. Discipline taken against Plaintiff Molina and Plaintiff
8 Araiza-Morfin included, but was not limited to: verbal warnings, written warnings, and
9 termination.

10 241. As a direct result of the unlawful employment practices of Defendants, and
11 each of them, as alleged herein, Plaintiff Molina and Plaintiff Araiza-Morfin have incurred lost
12 wages, lost benefits and out of pocket expenses, in an amount to be proven at trial.

13 242. As a further and direct result of the unlawful employment practices of
14 Defendants, Plaintiff Molina and Plaintiff Araiza-Morfin have suffered anxiety, frustration,
15 emotional distress, and injury in an amount to be proven at the time of trial.

16 243. Defendants committed the acts alleged herein by acting knowingly and
17 willfully, with the wrongful and illegal deliberate intention of injuring Plaintiff Molina and
18 Plaintiff Araiza-Morfin from improper motives amounting to malice, and in conscious
19 disregard of Plaintiff Molina's and Plaintiff Araiza-Morfin's CFRA rights. Plaintiff Molina
20 and Plaintiff Araiza-Morfin are thus entitled to recover nominal, actual, compensatory,
21 punitive, and exemplary damages in amounts according to proof at time of trial.

22 **ELEVENTH CAUSE OF ACTION**

23 **VIOLATION OF THE HEALTHY WORKPLACES, HEALTHY FAMILIES ACT OF** 24 **2014 AND REQUEST FOR ATTORNEY'S FEES**

25 **California Government Code §§ 245, 246 247, 248.5(e) and 249**

26 **(Plaintiff Molina and Plaintiff Araiza-Morfin Against Defendant Republic, Defendant**
27 **Richmond, and DOES 1-100, Inclusive)**

28 244. Plaintiff Molina and Plaintiff Araiza-Morfin re-alleges and incorporates by this

1 reference each of the preceding and foregoing paragraphs as if fully set forth herein.

2 245. Plaintiff Molina and Plaintiff Araiza-Morfin are informed and believes, and on
3 that basis alleges, that Defendant qualifies as an “employer” as that term is defined in The
4 Healthy Workplaces, Healthy Families Act of 2014 (“Paid Sick Leave Law”) (California Labor
5 Code § 245.5(b)) and that Plaintiff Molina and Plaintiff Araiza-Morfin are both an “eligible
6 employee” as that term is defined in the California Labor Code §§ 245.5(a) and 246(a).

7 246. Plaintiff Molina and Plaintiff Araiza-Morfin are informed and believes, and on
8 that basis alleges, that there was an “eligibility to use sick leave” as defined in California
9 Labor Code § 246(c) and that Plaintiff Molina and Plaintiff Araiza-Morfin were denied
10 Plaintiff Molina’s and Plaintiff Araiza-Morfin’s entitlement to leave as prescribed in Paid Sick
11 Leave Law.

12 247. Plaintiff Molina and Plaintiff Araiza-Morfin are informed and believes, and on
13 that basis alleges, that Defendants denied Plaintiff Molina and Plaintiff Araiza-Morfin “the
14 right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any
15 manner discriminate against an employee for using accrued sick days, attempting to exercise
16 the right to use accrued sick days....” (California Labor Code § 246.5 (c) (1)).

17 248. Plaintiff Molina and Plaintiff Araiza-Morfin are informed and believes, and on
18 that basis alleges, that Defendants is presumed to have retaliated against Plaintiff Molina and
19 Plaintiff Araiza-Morfin because Defendants “oppos[ed] a policy, practice or other act that is
20 prohibited by the sick leave law.” (California Labor Code § 246 et seq.).

21 249. As the result of Plaintiff Molina’s and Plaintiff Araiza-Morfin’s termination,
22 Plaintiff Molina and Plaintiff Araiza-Morfin have incurred, and is now incurring, a loss of
23 wages in an amount to be proved at trial, but believed to exceed \$25,000.00. These costs
24 include, without limitation, lost wages and medical expenses, back pay from the effective date
25 of termination, medical expenses from the date of termination, lost employment benefits from
26 the date of termination, the loss of front pay as of the date of this complaint, and any interest
27 on the amount thereon. The costs also include administrative penalties and attorneys’ fees that,
28 as of the date of this complaint, exceed \$10,000.00.

250. Plaintiff Molina and Plaintiff Araiza-Morfin are informed and believes, and on that basis alleges, that pursuant to California Labor Code § 248.5 and 248.5(e), Defendants are liable to Plaintiff Molina and Plaintiff Araiza-Morfin for the costs described in the preceding paragraph.

251. As a result of Defendants' conduct, Plaintiff Molina and Plaintiff Araiza-Morfin have been required to retain the services of GUZMÁN & TOKAR LLP and has and will incur attorney's fees to prosecute this action.

TWELFTH CAUSE OF ACTION

HOSTILE WORK ENVIRONMENT

California Government Code §§ 12940 *et seq.*

(Plaintiffs Against Defendant Republic, Defendant Richmond, and

DOES 1-100, Inclusive)

252. Plaintiffs re-alleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

253. Plaintiff Molina was subjected to unwanted harassing conduct in the form of comments and behavior made by coworkers Coworker Guillermo and Coworker Carvallo and lack of accommodation by Manager Mack. Plaintiff Araiza Morfin was subjected to unwanted harassing conduct in the form of lack of accommodation by Supervisor Wilson and Manager Mark. Plaintiff Dominguez was subjected to unwanted harassing conduct in the form of comments made by Manager Mark.

254. Defendants, through their agents and employees, engaged in a pattern and practice of maintaining a hostile work environment in violation of FEHA, in connection with their treatment of Plaintiffs and the terms and conditions of his employment.

255. At all relevant times, Defendants had actual and constructive knowledge of the hostile work environment described and alleged herein. Defendants condoned, ratified, and participated in creating the hostile work environment. Defendants' failure to protect Plaintiffs from the hostile work has caused Plaintiffs damages.

256. At all relevant times, Plaintiffs considered the work environment hostile and

abrasive, but Plaintiffs stayed at Plaintiffs' employment in order to pay for Plaintiffs' financial obligations and responsibilities.

257. Plaintiffs believes this work environment was hostile and that a reasonable employee in Plaintiffs' position would likewise find the work environment hostile.

258. As a direct and proximate result of the willful, knowing, and intentional hostile work environment to which Plaintiffs were subjected and the failure to act by Defendants, Plaintiffs has suffered mental distress, anguish, indignation and loss of income and employment benefits.

259. Plaintiffs are thereby entitled to general and compensatory damages as prayed herein. Plaintiffs also request an award of reasonable attorney's fees, expert witness fees and costs as allowed by law.

260. Defendants' acts alleged herein are malicious, oppressive, despicable, and in conscious disregard of Plaintiffs' rights. As such, punitive damages are warranted against non-governmental entity Defendants in order to punish them and to discourage such unlawful behavior.

THIRTEENTH CAUSE OF ACTION

FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT HARASSMENT, DISCRIMINATION AND RETALIATION

California Government Code §§ 12940 *et seq.*

(Plaintiffs Against Defendant Republic, Defendant Richmond, and

DOES 1-100, Inclusive)

261. Plaintiffs re-alleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

262. FEHA requires Defendants to take all reasonable steps to prevent discrimination, harassment, and retaliation based on disability, age, and race.

263. Defendants failed to take all reasonable steps to prevent the discrimination, harassment and retaliation against Plaintiffs as more fully described above. Defendants further failed to take all immediate and appropriate corrective actions to stop the harassment,

1 discrimination and retaliation Plaintiffs experienced.

2 264. As a direct and proximate result of Defendants' failure to prevent harassment,
3 discrimination and retaliation against Plaintiffs, Plaintiffs were harmed. Defendants' above-
4 alleged conduct was extreme and outrageous and has caused Plaintiffs injury, damage, loss,
5 and harm including loss of income, medical expenses, humiliation, embarrassment, severe
6 mental and emotional distress, and discomfort. Defendants' failure to take immediate and
7 appropriate action in response thereto, all which amount to Plaintiffs' damage in excess of the
8 minimum jurisdiction of this court.

9 265. Plaintiffs are thereby entitled to general and compensatory damages as prayed
10 herein. Plaintiffs also request an award of reasonable attorneys' fees, expert witness fees and
11 costs as allowed by law.

12 266. Defendants' failure to take all reasonable steps necessary to prevent
13 discrimination and harassment, was malicious and oppressive, in that it was conduct carried on
14 by Defendants in a willful and conscious disregard of Plaintiffs' rights and subjected Plaintiffs
15 to cruel and unjust hardship. Thus, an award of exemplary and punitive damages is justified.

16 **FOURTEENTH CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF FEHA**

18 **California Government Code §§ 12940 *et. seq.***

19 **(Plaintiffs Against Defendant Republic, Defendant Richmond, and**

20 **DOES 1-100, Inclusive.)**

21 267. Plaintiffs re-alleges and incorporates by this reference each of the preceding and
22 foregoing paragraphs as if fully set forth herein.

23 268. Defendants, and each of them, subjected Plaintiffs to unwelcome harassment
24 and discrimination, resulting in retaliation based on Plaintiffs' protected categories.

25 269. The California Fair Employment and Housing Act (California Government
26 Code § 12900 *et seq.*) prohibits retaliation on the basis of disability, age, and race (among
27 other protected categories.)

28 270. Harassment against Plaintiffs and/or creating a hostile work environment on the

1 basis of Plaintiffs' disability, age, or race is in violation of California Government Code §
2 12940.

3 271. Plaintiff Molina and Plaintiff Araiza-Morfin are informed and believes, and
4 thereon allege that Plaintiff Molina's and Plaintiff Araiza-Morfin's disability were a
5 motivating factor in Defendants' wrongdoing in this case, which included, without limitation,
6 Defendants' refusal to advance Plaintiff Molina and Plaintiff Araiza-Morfin and termination of
7 Plaintiff Molina's and Plaintiff Araiza-Morfin's employment with Defendants. Plaintiff Molina
8 is informed and believes, and thereon allege that Plaintiff Molina's age was a motivating factor
9 in Defendants' wrongdoing in this case, which included, without limitation, Defendants'
10 refusal to advance Plaintiff Molina and termination of Plaintiff Molina's employment with
11 Defendants. Plaintiff Dominguez is informed and believes, and thereon allege that Plaintiff
12 Dominguez's race was a motivating factor in Defendants' wrongdoing in this case, which
13 included, without limitation, Defendants' refusal to advance Plaintiff Dominguez and
14 termination of Plaintiff Dominguez's employment with Defendants.

15 272. At all relevant times alleged herein, Plaintiffs at all times herein, Plaintiffs were
16 willing, able, and qualified to perform the duties and functions of the position in which
17 Plaintiffs were employed and/or trained or could have performed the duties and functions of
18 that position. Plaintiff Molina and Plaintiff Araiza-Morfin were disabled and injured. Plaintiff
19 Molina is in his mid-fifties. Plaintiff Dominguez is Hispanic.

20 273. The unwelcome harassment was sufficiently severe or pervasive to alter the
21 terms and conditions of Plaintiffs' employment and/or create a hostile, intimidating, or
22 offensive environment.

23 274. Plaintiffs found Defendants' harassment was outrageous, hostile, abrasive, and
24 exploitative.

25 275. Defendants are liable for the harassment. At all relevant times, Defendants had
26 actual and constructive knowledge of the harassment described herein and alleged herein.
27 Defendants failed to take immediate and appropriate corrective action to stop the harassment.
28 Thereby Defendants condoned, ratified, and participated in the harassment by Defendant and

1 failed to protect Plaintiffs from further harassment.

2 276. As a direct and proximate result of Defendants' conduct and each of their acts
3 alleged herein, Plaintiffs were harmed. Defendants' above-alleged harassment was extreme and
4 outrageous and has caused Plaintiffs injury, damage, loss and harm including loss of income,
5 medical expenses, humiliation, embarrassment, severe mental and emotional distress and
6 discomfort based on the harassment experienced, and Defendants' failure to take immediate
7 and appropriate action in response thereto, all which amount to Plaintiffs' damage in excess of
8 the minimum jurisdiction of this court, the precise amount to be proven at trial.

9 277. Defendants' harassment was malicious and oppressive, in that it was conduct
10 carried on by Defendants in a willful and conscious disregard of Plaintiffs' rights, subjecting
11 Plaintiffs to cruel and unjust hardship. Thus, an award of exemplary and punitive damages is
12 justified.

13 278. Plaintiffs are hereby entitled to general and compensatory damages as prayed
14 herein. Plaintiffs also request an award of reasonable attorney fees, expert witness fees and
15 costs as allowed by law.

16 **FIFTEENTH CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE § 1102.5(b)**

18 **(Plaintiffs Against Defendant Republic, Defendant Richmond, and**

19 **DOES 1-100, Inclusive)**

20 279. Plaintiffs re-alleges and incorporates by this reference each of the preceding and
21 foregoing paragraphs as if fully set forth herein.

22 280. At all relevant times, California Labor Code § 1102.5 was in effect and was
23 binding on Defendants.

24 281. This statute prohibits Defendant Republic from retaliating against any
25 employee, including Plaintiffs, for raising complaints of illegality. Plaintiffs complained about
26 discrimination and harassment in the workplace, and as a result, Defendants terminated
27 Plaintiffs.

28 282. As a proximate result of Defendants' willful, knowing, and intentional

violations of California Labor Code § 1102.5, Plaintiffs have suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to Plaintiffs' damage in a sum according to proof.

283. As a result of Defendants' adverse employment actions against Plaintiffs, Plaintiffs have suffered general and special damages in sums according to proof.

284. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, and oppressive manner, entitling Plaintiffs to punitive damages against Defendants.

285. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees. Pursuant to California Code of Civil Procedure §§ 1021.5 and 1032, et seq., Plaintiffs are entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

SIXTEENTH CAUSE OF ACTION

WRONGFUL TERMINATION OF EMPLOYMENT

IN VIOLATION OF PUBLIC POLICY

California Government Code §§ 12940 *et seq.*, and

California Labor Code §§ 204, 206, 216, 218.5, 218.6

(Plaintiffs Against Defendant Republic, Defendant Richmond, and

DOES 1-100, Inclusive)

286. Plaintiffs re-alleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

287. This cause of action arises under the public policies of the State of California and of the United States; Defendants' retaliation against Plaintiffs and ultimate termination of his employment was in violation of such public policies, including those set forth in statutes and regulations prohibiting discrimination, harassment and retaliation or complaints about violations of the FEHA and/or California Labor Code, including, but not limited to the Family Medical Leave Act, the California Family Rights Act, statutes and regulations prohibiting gender-based and/or disabilities arising from workplace injuries, discrimination/harassment/retaliation, and statutes and regulations prohibiting Defendants from

1 discriminating/harassing/retaliating employees who seek a safe work environment, seek to be
2 free from harassment in the workplace, to time off to attend to criminal proceeding matters and
3 to have complaints thereto properly addressed by the employer.

4 288. As a direct and proximate result of Defendants' conduct as set forth above,
5 Plaintiffs' emotional well-being has substantially suffered and will continue to suffer;
6 Plaintiffs have experienced and continues to experience severe emotional distress, in an
7 amount to be proven at trial. Plaintiffs alleges that Plaintiffs has and will continue to suffer
8 substantial losses in earnings, other employment opportunities, employment benefits and other
9 damages, the precise amounts to be proven at trial.

10 289. Defendants' conduct as described herein was malicious and oppressive and done
11 with a conscious disregard of Plaintiffs' rights. Defendants' acts were designed to humiliate
12 and oppress Plaintiffs; and they had that effect. Defendants condoned, ratified, and encouraged
13 the unlawful conduct. Thus, Plaintiffs are entitled to punitive damages against Defendants
14 under California Civil Code § 3294.

15 290. As a direct, foreseeable, and proximate result of Defendants' conduct as alleged
16 herein, Plaintiffs have suffered and will continue to suffer actual damages, including lost
17 earnings and other employment benefits, in a sum in excess of the jurisdictional limit of this
18 Court, the exact amount of which is not yet known, which amount will be proved at the time of
19 trial.

20 291. As a further direct, foreseeable, and proximate result of said wrongful acts and
21 failures to act by Defendants, Plaintiffs have suffered and will continue to suffer substantial
22 emotional distress and will incur other incidental and consequential damages and losses, all in
23 an amount to be proven at time of trial. Plaintiffs claim such amounts as damages together with
24 prejudgment interest pursuant to any provision of law providing for prejudgment interest.

25 292. As a further direct and proximate result of Defendants' retaliatory and wrongful
26 actions against Plaintiffs as alleged herein, Plaintiffs suffered special damages that include,
27 without limitation, the loss of wages, salary, benefits, and/or additional amounts of money
28 Plaintiffs would have received but for Defendants' discriminatory and/ or retaliatory actions as

1 alleged herein. Plaintiffs also continue to suffer the intangible loss of such employment-related
2 opportunities as, including without limitation, experience in the position Plaintiffs held and
3 advancement opportunities.

4 293. As a further direct, foreseeable, and proximate result of said wrongful acts and
5 failures to act by Defendants, Plaintiffs have suffered and will continue to suffer humiliation,
6 shame, despair, embarrassment, depression, and mental pain and anguish, all to Plaintiffs'
7 damage in an amount to be proven at time of trial.

8 294. The aforementioned acts were carried out by Defendants in a malicious, willful
9 and oppressive manner with the intent to injure and damage Plaintiffs, entitling Plaintiffs to
10 recover exemplary damages from Defendants under California Civil Code § 3294. Defendants'
11 decision to terminate Plaintiffs in violation of public policy was done with intent to injure
12 Plaintiffs and with the intent to prevent the exercise of Plaintiffs' statutory rights and
13 obligations. Defendants' officers, directors, and managerial and supervisory employees
14 participated in the unlawful conduct as alleged above or had actual knowledge that the above-
15 alleged conduct was unlawful and nevertheless authorized and/or ratified the practices with
16 conscious disregard of the rights and safety of Plaintiffs.

17 **SEVENTEENTH CAUSE OF ACTION**

18 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

19 **California Civil Code § 3294**

20 **(Plaintiffs Against All Defendants and DOES 1-100, Inclusive)**

21 295. Plaintiffs re-alleges and incorporates by this reference each of the preceding and
22 foregoing paragraphs as if fully set forth herein.

23 296. Defendants engaged in retaliation against Plaintiffs for Plaintiffs' lawful activity
24 and aided and abetted each other in engaging in illegal retaliation thereby subjecting Plaintiffs
25 to the intentional infliction of emotional distress caused by such retaliation.

26 297. The acts of Defendants as described herein were extreme and outrageous and an
27 abuse of the authority and position of Defendants, individually and jointly. Such conduct was
28 intended to cause severe emotional distress or was done with conscious disregard for the

1 probability of causing such distress. Such conduct exceeded the inherent risks of employment
2 and was not the sort of conduct normally expected to occur in the workplace. Defendants and
3 its employees abused their positions of authority toward Plaintiffs and engaged in conduct
4 intended to humiliate Plaintiffs and convey the message that Plaintiffs were powerless to
5 defend Plaintiffs' rights.

6 298. As a proximate result of the aforementioned acts, Plaintiffs have suffered
7 embarrassment, anxiety, humiliation, serious mental anguish, and emotional and physical
8 distress. Plaintiffs will continue to suffer damages in a sum that exceeds the jurisdictional
9 limits of this court but is yet to be ascertained. Plaintiffs will either seek leave to amend this
10 Complaint upon ascertaining such information or will prove the same at the time of trial.

11 299. As more fully set forth above, the acts of Defendants were intentional,
12 malicious, wanton, oppressive, and fraudulent, with conscious disregard for Plaintiffs' rights
13 and with the intent to vex, injure, punish, and annoy Plaintiffs so as to cause the injuries
14 sustained by Plaintiffs, within the meaning of California Civil Code § 3294. Plaintiffs are
15 therefore entitled to punitive or exemplary damages in an amount sufficient to punish and
16 make an example out of Defendants.

17 **EIGHTEENTH CAUSE OF ACTION**

18 **BREACH OF CONTRACT**

19 **California Civil Code §§ 1549 *et. seq.***

20 **(Plaintiff Molina Against Defendant Republic, Defendant Richmond, and**

21 **DOES 1-100, Inclusive)**

22 300. Plaintiff Molina re-alleges and incorporates by this reference each of the
23 preceding and foregoing paragraphs as if fully set forth herein.

24 301. Plaintiff Molina was hired to work at the Defendants' location in Richmond,
25 California. Plaintiff Molina was transferred to the Santa Rosa Location on February 14, 2022,
26 where his wages were deducted and his commute time increased. Plaintiff Molina could not
27 refuse the transfer as the alternative would be his employment termination with Defendants.

28 302. Plaintiff Molina was interested in joining the union at Defendants, but Plaintiff

1 Molina was told that he would have to wait a probation of 65 days before being admitted into
2 the union. Near the end of the 65 days probation, Plaintiff Molina was transferred from the
3 Richmond location to the Santa Rosa location. Plaintiff Molina was informed after his transfer
4 that his probation period would need to be restarted.

5 303. Plaintiff Molina believed that he would stay employed at the Richmond
6 location, and that Plaintiff Molina would continue to receive wages at an hourly rate of \$34.29,
7 but by reducing his wages to \$28.21 at the Santa Rosa location, Defendants forced Plaintiff
8 Molina into financial worries. Further, the forced transfer occurred at near the end of Plaintiff
9 Molina's probation period to join the Defendants' union, resulting in a reset to Plaintiff
10 Molina's probationary period.

11 304. Defendants violated this contract resulting in this breach of contract claim.

12 305. Therefore, Plaintiff Molina is entitled to recover from Defendants the unpaid
13 wages he should have received were Plaintiff Molina's wages not deducted as a result of the
14 transfer, plus interest on that amount.

15 **NINETEENTH CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME**

17 **California Labor Code §§ 510, 1194, 1198, and 2699**

18 **(Plaintiff Araiza-Morfin and Plaintiff Dominguez Against Defendant Republic,**
19 **Defendant Richmond, and DOES 1-100, Inclusive)**

20 306. Plaintiff Araiza-Morfin and Plaintiff Dominguez re-alleges and incorporates by
21 this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

22 307. As Plaintiff Araiza-Morfin and Plaintiff Dominguez were required to work
23 during Plaintiff Araiza-Morfin's and Plaintiff Dominguez's meal periods and rest breaks as
24 well as complete assignments and tasks before and after Plaintiff Araiza-Morfin and Plaintiff
25 Dominguez clocks out. Plaintiff Araiza-Morfin and Plaintiff Dominguez are entitled to that
26 overtime pay.

27 308. At all times herein relevant, the Wage Order applicable to Plaintiff Araiza-
28 Morfin's and Plaintiff Dominguez's employment by Defendants provides that such employees

1 employed for more than eight (8) hours in a workday or more than forty (40) hours in a
2 workweek are entitled to payment at the rate of time and one half for all hours so worked.
3 Employees who work more than twelve (12) hours in a workday or more than eight (8) hours
4 on a seventh workday are entitled to overtime compensation at a rate of two times their regular
5 rates of pay. The right to overtime compensation at one- and one-half times the regular rate for
6 hours worked in excess of eight (8) hours in a workday or forty (40) hours in a work week or
7 on a seventh workday in a work week has been codified in California Labor Code § 510.
8 Defendants have failed to pay Plaintiff Araiza-Morfin and Plaintiff Dominguez the overtime
9 compensation owed to Plaintiff Araiza-Morfin and Plaintiff Dominguez.

10 309. Defendants' failure to pay Plaintiff Araiza-Morfin and Plaintiff Dominguez the
11 overtime compensation due to Plaintiff Araiza-Morfin and Plaintiff Dominguez, as required by
12 the applicable Wage Order and the California Labor Code, violates the provisions of California
13 Labor Code §§ 1194, 1198, 510, and 2699 and was unlawful.

14 310. Therefore, Plaintiff Araiza-Morfin and Plaintiff Dominguez are entitled to
15 recover from Defendants the unpaid wages, plus interest on that amount, liquidated damages,
16 penalties, reasonable attorneys' fees, and costs of this suit pursuant to California Labor Code
17 §§ 1194 and 1194.2.

18 **TWENTIETH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 **California Labor Code § 226.7**

21 **(Plaintiff Araiza-Morfin and Plaintiff Dominguez Against Defendant Republic,**
22 **Defendant Richmond, and DOES 1-100, Inclusive)**

23 311. Plaintiff Araiza-Morfin and Plaintiff Dominguez re-alleges and incorporates by
24 this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

25 312. Defendants routinely failed to provide Plaintiff Araiza-Morfin and Plaintiff
26 Dominguez duty-free rest periods and/or to pay Plaintiff Araiza-Morfin and Plaintiff
27 Dominguez one additional hour of pay for each duty-free rest period that was not provided in
28 accordance with California Labor Code § 226.7.

1 313. Defendants' conduct violated the provisions of California Labor Code § 226.7 in
2 that Defendants did not provide Plaintiff Araiza-Morfin and Plaintiff Dominguez rest periods
3 or pay to Plaintiff Araiza-Morfin and Plaintiff Dominguez one hour of wages as compensation
4 for each duty-free rest period not provided as required by law. Plaintiff Araiza-Morfin and
5 Plaintiff Dominguez are entitled to recover the unpaid wages that Defendants owe Plaintiff
6 Araiza-Morfin and Plaintiff Dominguez, plus interest on that amount at the rate of ten percent
7 per annum, reasonable attorneys' fees under California Labor Code § 2699, and costs of suit.

8 314. As a proximate result of the aforementioned violations, Plaintiff Araiza-Morfin
9 and Plaintiff Dominguez have been damaged in an amount according to proof at the time of
10 trial, but not in an amount in excess of the jurisdiction of this Court.

11 **TWENTY-FIRST CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **California Labor Code § 226.7**

14 **(Plaintiff Araiza-Morfin and Plaintiff Dominguez Against Defendant Republic,**
15 **Defendant Richmond, and DOES 1-100, Inclusive)**

16 315. Plaintiff Araiza-Morfin and Plaintiff Dominguez re-alleges and incorporates by
17 this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

18 316. Defendants routinely failed to provide Plaintiff Araiza-Morfin and Plaintiff
19 Dominguez duty-free meal periods and/or to pay Plaintiff Araiza-Morfin and Plaintiff
20 Dominguez one additional hour of pay for each duty-free meal period that was not provided in
21 accordance with California Labor Code § 226.7.

22 317. Defendants' conduct violated the provisions of California Labor Code § 226.7 in
23 that Defendants did not provide Plaintiff Araiza-Morfin and Plaintiff Dominguez meal periods
24 or pay to Plaintiff Araiza-Morfin and Plaintiff Dominguez one hour of wages as compensation
25 for each duty-free rest period not provided as required by law. Plaintiff Araiza-Morfin and
26 Plaintiff Dominguez are entitled to recover the unpaid wages that Defendants owe him, plus
27 interest on that amount at the rate of ten percent per annum, and reasonable attorneys' fees
28 under California Labor Code § 2699.

1 318. As a proximate result of the aforementioned violations, Plaintiff Araiza-Morfin
2 and Plaintiff Dominguez have been damaged in an amount according to proof at the time of
3 trial, but not in an amount in excess of the jurisdiction of this Court.

4 **TWENTY-SECOND CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE EXPENSES**

6 **California Labor Code § 2802**

7 **(Plaintiff Araiza-Morfin and Plaintiff Dominguez Against Defendant Republic,**
8 **Defendant Richmond, and DOES 1-100, Inclusive)**

9 319. Plaintiff Araiza-Morfin and Plaintiff Dominguez re-alleges and incorporate by
10 this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

11 320. California Labor Code § 2802(a) states: “An employer shall indemnify his or
12 her employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
14 the employer.”

15 321. Plaintiff Araiza-Morfin and Plaintiff Dominguez paid for certain business
16 expenses, including but not limited to, the use of their personal cell phones and the purchase of
17 work related items such as Plaintiff Araiza-Morfin’s purchase of his work gloves and Plaintiff
18 Dominguez’s purchase of his work boots. Defendants knew Plaintiff Araiza-Morfin and
19 Plaintiff Dominguez were incurring such expenses, and the expenses were incurred on
20 Defendants’ behalf.

21 322. Defendants violated California Labor Code § 2802 by failing to reimburse
22 Plaintiff Araiza-Morfin and Plaintiff Dominguez for their expenditures incurred in direct
23 consequence of Plaintiff Araiza-Morfin’s and Plaintiff Dominguez’s obedience of Defendants’
24 policies.

25 323. For Defendants’ misconduct as alleged in this Complaint, Plaintiff Araiza-
26 Morfin and Plaintiff Dominguez seek reimbursement of the expenditures and losses, costs and
27 attorneys’ fees, and interest in an amount to be proven at trial.

1 **TWENTY-THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY EARNED WAGES**

3 **California Labor Code §§ 204, 206, 216, 218.5, 218.6**

4 **(Plaintiff Araiza-Morfin and Plaintiff Dominguez Against Defendant Republic,**
5 **Defendant Richmond, and DOES 1-100, Inclusive)**

6 324. Plaintiff Araiza-Morfin and Plaintiff Dominguez re-alleges and incorporates by
7 this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

8 325. Defendants failed to pay all wages due to Plaintiff Araiza-Morfin and Plaintiff
9 Dominguez in violation of California Labor Code §§ 204, 206, 216, 218.5, 218.6.

10 326. Defendants' failure to pay wages as alleged herein was willful as Defendants
11 knew that Plaintiff Araiza-Morfin and Plaintiff Dominguez did not receive all earned pay
12 based on at least the following: (1) Defendants willfully refused to pay Plaintiff Araiza-Morfin
13 and Plaintiff Dominguez for all hours Plaintiff Araiza-Morfin and Plaintiff Dominguez
14 worked; and (2) such records would reflect that Plaintiff Araiza-Morfin and Plaintiff
15 Dominguez were not paid overtime or an hour of wages for each duty-free rest or meal period
16 that was not provided as required by California Labor Code and the applicable Wage Orders.

17 **TWENTY-FOURTH CAUSE OF ACTION**

18 **FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS**

19 **California Labor Code §§ 226 *et seq.***

20 **(Plaintiff Araiza-Morfin and Plaintiff Dominguez Against Defendant Republic,**
21 **Defendant Richmond, and DOES 1-100, Inclusive)**

22 327. Plaintiff Araiza-Morfin and Plaintiff Dominguez re-alleges and incorporates by
23 this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

24 328. Pursuant to California Labor Code § 226(a), on a semi-monthly basis or at the
25 time of the payment of wages, Defendants were required to furnish each of their employees
26 with an accurate itemized statement in writing showing, *inter alia*, the gross and net wages
27 earned.

28 329. During all pertinent times, Defendants intentionally failed to furnish Plaintiff

1 Araiza-Morfin and Plaintiff Dominguez with properly itemized statements. Defendants also
2 failed to provide Plaintiff Araiza-Morfin and Plaintiff Dominguez duty-free rest periods or pay
3 Plaintiff Araiza-Morfin and Plaintiff Dominguez one hour of wages as compensation for each
4 duty-free rest period not provided in accordance with California Labor Code. Defendants failed
5 to furnish Plaintiff Araiza-Morfin and Plaintiff Dominguez with an itemized statement in
6 writing showing that Plaintiff Araiza-Morfin and Plaintiff Dominguez had earned one
7 additional hour of pay for meal and/or rest periods not provided and showing the overtime
8 hours worked by Plaintiff Araiza-Morfin and Plaintiff Dominguez. Defendants failed to
9 provide overtime wages worked by Plaintiff Araiza-Morfin and Plaintiff Dominguez.

10 330. Pursuant to California Labor Code § 226(e), employees (such as Plaintiff
11 Araiza-Morfin and Plaintiff Dominguez) who suffer injury as a result of a knowing and
12 intentional failure by an employer to comply with the provisions of California Labor Code §
13 226(a) are entitled to recover the greater of all actual damages or fifty dollars for the initial pay
14 period in which a violation occurs and one hundred dollars per employee for each violation in
15 a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000),
16 and are entitled to costs and reasonable attorneys' fees.

17 331. Defendants knowingly and intentionally failed to provide to Plaintiff Araiza-
18 Morfin and Plaintiff Dominguez accurate itemized statements in compliance with California
19 Labor Code §§ 226(a) and 2699 and did so in order to conceal their liability from Plaintiff
20 Araiza-Morfin and Plaintiff Dominguez.

21 **TWENTY-FIFTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **California Labor Code §§ 201, 202 and 203**

24 **(Plaintiff Araiza-Morfin and Plaintiff Dominguez Against Defendant Republic,**
25 **Defendant Richmond, and DOES 1-100, Inclusive)**

26 332. Plaintiff Araiza-Morfin and Plaintiff Dominguez re-alleges and incorporates by
27 this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

28 333. California Labor Code § 201 provides in relevant part: “[i]f an employer

1 discharges an employee, the wages earned and unpaid at the time of discharge are due and
2 payable immediately.”

3 334. As alleged herein, Defendants failed to pay the wages of Plaintiff Araiza-Morfin
4 and Plaintiff Dominguez at the time the wages became due and payable. Thus, Defendants
5 violated California Labor Code §§ 201, 202, and 2699.

6 335. Defendants’ failure to pay wages as alleged herein was willful as Defendants
7 knew that Plaintiffs did not receive all earned pay based on at least the following: (1)
8 Defendants willfully refused to pay Plaintiff Araiza-Morfin and Plaintiff Dominguez for all
9 hours Plaintiff Araiza-Morfin and Plaintiff Dominguez worked; and (2) such records would
10 reflect that Plaintiff Araiza-Morfin and Plaintiff Dominguez were not paid overtime or an hour
11 of wages for each duty-free rest or meal period that was not provided as required by California
12 Labor Code and the applicable Wage Orders.

13 336. As a result of Defendants’ unlawful acts, Plaintiff Araiza-Morfin and Plaintiff
14 Dominguez are entitled to recover, pursuant to California Labor Code § 203, continuing wages
15 as a penalty from the due date thereof at the same rate until paid or this action was
16 commenced, up to thirty days, and penalties under California Labor Code § 2699.

17 **TWENTY-SIXTH CAUSE OF ACTION**

18 **UNFAIR/UNLAWFUL/FRAUDULENT BUSINESS PRACTICES**

19 **California Business and Professions Code §§ 17200 *et seq***

20 **(Plaintiffs Against Defendant Republic, Defendant Richmond, and**

21 **DOES 1-100, Inclusive)**

22 337. Plaintiffs re-alleges and incorporates by this reference each of the preceding and
23 foregoing paragraphs as if fully set forth herein.

24 338. California Business and Professions Code §§ 17200 *et seq.* (herein “UCL”)
25 prohibits unfair competition, including but not limited to any unlawful, unfair, or fraudulent
26 business practices.

27 339. California Labor Code § 90.5(a) provides that it is the public policy of the State
28 of California to vigorously enforce labor standards in order to ensure that employees are not

1 required to work under substandard unlawful conditions, and to protect Defendants who
2 comply with the law from those, such as Defendants, who attempt to gain a competitive
3 advantage at the expense of their employees by failing to comply with minimum labor
4 standards.

5 340. Defendants' policies and practices of failing to pay the legally required wages,
6 provide accurate itemized statements, to timely pay all wages owed, and to provide duty-free
7 meal and/or rest periods, as set forth above, violates the UCL in that:

8 a. It constitutes an unlawful business practice by definition and, thus,
9 violates the UCL;

10 b. Defendants' practices are unethical, unscrupulous, and substantially
11 injurious to consumers. The harm to Plaintiffs, all others similarly situated, and to members of
12 the general public, outweighs the utility, if any, of Defendants' policy and practice; and

13 c. Defendants' practices have misled Plaintiffs and members of the general
14 public.

15 341. The unlawful, unfair, and fraudulent business practices by Defendants, as
16 described above, present a continuing threat to the public in that consumers throughout
17 California have suffered and continue to suffer an injury in fact and lost money as a result of
18 Defendants' unlawful, unfair, and fraudulent acts or practices. In addition, Defendants have
19 been unjustly enriched as a result of their conduct. Plaintiffs and members of the general public
20 have no other adequate remedy of law in that absent equitable relief from the court, Defendants
21 are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest,
22 thus engendering a multiplicity of judicial proceedings.

23 342. Plaintiffs are entitled to restitution of monies due to Plaintiffs as a result of said
24 Defendants' unlawful, unfair, and fraudulent conduct, and seeks injunctive relief.

25 343. Plaintiffs are entitled to restitution of the unpaid amounts, as an equitable
26 remedy, and interest at the rate of ten percent per annum, costs of suit, and reasonable
27 attorneys' fees pursuant to the underlying claims as alleged herein above.

28 344. Pursuant to California Business and Professions Code § 17203, this court may

1 order paid the full amounts wrongfully retained by Defendants to Plaintiffs, who was not fully
2 compensated for Defendants' failure to provide duty-free rest periods for the statutory period.
3 Plaintiffs will, upon leave of court, amend this Complaint to state the amount of such
4 wrongfully retained amounts when they are ascertained.

5 345. Injunctive relief is necessary and appropriate to prevent Defendants from
6 repeating the wrongful business practices alleged herein.

7 346. Plaintiffs' success in this action will enforce important rights affecting the
8 public interest and in that regard, Plaintiffs sues on behalf of the public as well as each
9 Plaintiffs. Plaintiffs seek and are entitled to money owing and unpaid, an injunction, an
10 equitable accounting, and all other equitable relief required to remedy Defendants' failure to
11 pay the required money.

12 **TWENTY-SEVENTH CAUSE OF ACTION**

13 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

14 **California Labor Code § 2699 *et seq.***

15 **(Plaintiff Araiza-Morfin and Plaintiff Dominguez Against Defendant Republic,**
16 **Defendant Richmond, and DOES 1-100, Inclusive)**

17 347. Plaintiff Araiza-Morfin and Plaintiff Dominguez re-alleges and incorporates by
18 this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

19 348. Plaintiff Araiza-Morfin and Plaintiff Dominguez are an "aggrieved employee"
20 pursuant to The Private Attorneys General Act ("PAGA"), as Plaintiff Araiza-Morfin and
21 Plaintiff Dominguez were employed by Defendants during the applicable statutory period and
22 suffered each of the California Labor Code violations set forth herein. Accordingly, Plaintiff
23 Araiza-Morfin and Plaintiff Dominguez seek to recover on behalf of Plaintiff Araiza-Morfin's
24 and Plaintiff Dominguez's self, and all other current and former aggrieved employees of
25 Defendants, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

26 349. Plaintiff Araiza-Morfin and Plaintiff Dominguez seek to recover the PAGA civil
27 penalties through a representative action permitted by PAGA and the California Supreme
28 Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of these

1 PAGA claims is not required.

2 350. Plaintiff Araiza-Morfin and Plaintiff Dominguez seek civil penalties pursuant to
3 PAGA for violations of the following California Labor Code provisions:

- 4 • California Labor Code § 512: Failure to Provide Compliant Meal Periods
- 5 • California Labor Code § 510: Failure to Pay Work-Off-the-Clock Wages
- 6 • California Labor Code §§ 1194: Failure to Pay Balance of Wages Owed
- 7 • California Labor Code § 226: Non-Compliant Wage Statements
- 8 • California Labor Code § 203: Waiting-Time Penalties

9 351. With respect to violations of California Labor Code Section 226(a), California
10 Labor Code § 226.3 imposes a civil penalty in addition to any other penalty provided by law of
11 two hundred fifty dollars (\$250.00) per aggrieved employee for the first violation, and one
12 thousand dollars (\$1,000.00) per aggrieved employee for each subsequent violation of
13 California Labor Code § 226(a).

14 352. California Labor Code §§ 2699 *et seq.* imposes a civil penalty of one hundred
15 dollars (\$100.00) per pay period, per aggrieved employee for initial violations, and two
16 hundred dollars (\$200.00) pay period, per aggrieved employee for subsequent violations for all
17 California Labor Code provisions for which a civil penalty is not specifically provided,
18 including without limitation California Labor Code § 1174.

19 353. The above-referenced civil penalties shall include the recovery of amounts
20 specified in the applicable sections of the California Labor Code, and if not specifically
21 provided, those under California Labor Code § 2699(f), and shall include those amounts
22 sufficient to recover underpaid wages due and owed to Plaintiffs and other aggrieved
23 employees pursuant to the California Labor Code.

24 354. Plaintiff Araiza-Morfin and Plaintiff Dominguez reserves their rights to allege
25 any additional and all other violations of the California Labor Code and applicable IWC Wage
26 Order(s) as may be disclosed in discovery and as a result of additional investigation that may
27 be pursued in this action.

28 355. Plaintiff Araiza-Morfin and Plaintiff Dominguez were compelled to retain the

1 services of counsel to file this court action to protect Plaintiff Araiza-Morfin's and Plaintiff
2 Dominguez's interests and those of other aggrieved employees, and to assess and collect the
3 civil penalties owed by Defendants. Plaintiff Araiza-Morfin and Plaintiff Dominguez have
4 thereby incurred attorneys' fees and costs, which Plaintiff Araiza-Morfin and Plaintiff
5 Dominguez are entitled to recover pursuant to California Labor Code § 2699.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs hereby prays that the Court enter judgment in his favor and
8 against Defendant Republic, Defendant Richmond, and DOES 1 through 100, inclusive,
9 collectively Defendants, and each of them, as follows:

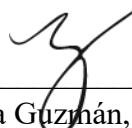
- 10 a. For compensatory damages and other costs incurred by Plaintiffs according to
11 proof, but believed to exceed \$25,000;
- 12 b. For payment of earned wages, meal and rest period compensation, waiting time
13 compensation and other damages according to proof in an amount to be
14 ascertained at trial, and in excess of the jurisdictional limit of this Court;
- 15 c. For emotional distress damages;
- 16 d. For payment of all statutory obligations and penalties as required by law;
- 17 e. For civil penalties to the extent permitted by law and California Labor Code §§
18 2698 and 2699 *et seq.*;
- 19 f. For an accounting, under administration of Plaintiffs and subject to Court
20 review;
- 21 g. For injunctive relief compelling production of Plaintiffs employment file and/or
22 wage records;
- 23 h. A declaration of the rights and interests of the parties;
- 24 i. For prejudgment interest at the legal rate;
- 25 j. For attorney's fees and costs;
- 26 k. For costs of suit incurred herein;
- 27
- 28

- 1 1. For restitution and disgorgement of ill-gotten profits;
2 m. For punitive damages in an amount sufficient to punish Defendants for the
3 wrongful conduct alleged herein and to deter such conduct in the future; and,
4 n. For such further relief as the Court may deem appropriate.

5 ADDITIONALLY, Plaintiff JULIO CESAR MOLINA, Plaintiff HECTOR ARAIZA-
6 MORFIN, and Plaintiff JUAN DOMINGUEZ demands trial of this matter by jury. The amount
7 demanded exceeds \$25,000.00. (California Government Code § 72055).
8

9 Dated: June 4, 2024

GUZMÁN & TOKAR LLP

11 By: 
12 Marcia Guzmán, Esq.
13 Victoria Tokar, Esq.
14 Attorneys for Plaintiffs
15 JULIO CESAR MOLINA
16 HECTOR ARAIZA-MORFIN
17 JUAN DOMINGUEZ
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