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Attorneys for Plaintiff,
JOSHUA ANTHONY ROMERO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOSHUA ANTHONY ROMERO, an
individual,

Plaintiff,

vs.

861 N. LA CIENEGA ASSOCIATES, LLC
DBA BARTON G THE RESTAURANT
LOS ANGELES, a Delaware limited
liability company; RINGLER HORST, an
individual; MIGUEL FRANCO, an
individual; LESLIE FLORES, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25STCV23040

COMPLAINT FOR:

- 1. FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED (Cal. Labor Code § 226.7; IWC Wage Order No. 5);**
- 2. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226);**
- 3. FAILURE TO PAY ALL WAGES DUE ON TERMINATION (Cal. Labor Code §203);**
- 4. FAILURE TO PAY TIMELY WAGES (Cal. Labor Code §§ 204, 210);**
- 5. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
- 6. FAILURE TO PROVIDE A UNIFORM MAINTENANCE ALLOWANCE (Cal. Labor Code §2802);**
- 7. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5);**
- 8. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.);**

9. **DISCRIMINATION BASED ON SEXUAL ORIENTATION IN VIOLATION OF GOVT. CODE §12940(a);**
10. **HARASSMENT BASED ON SEXUAL ORIENTATION IN VIOLATION OF GOVT. CODE §12940(a);**
11. **HOSTILE WORK ENVIRONMENT IN VIOLATION OF GOVT. CODE §12940 *ET. SEQ.*;**
12. **RETALIATION IN VIOLATION OF GOVT. CODE §12940 *ET SEQ.*;**
13. **FAILURE TO PREVENT DISCRIMINATION FROM OCCURRING IN VIOLATION OF GOVT. CODE §12940(K);**
14. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY, GOVT. CODE §12940 *ET SEQ.*;**
15. **BREACH OF WRITTEN CONTRACT.**

DEMAND FOR A JURY TRIAL

Joshua Anthony Romero (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

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

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* and *Labor Code* violations as against the persons identified herein, occurred in the County of Los Angeles and because

1 Defendant 861 N. La Cienega Associates, LLC dba Barton G the Restaurant Los Angeles
2 (“BARTON G”) owned and operated their restaurant in the County of Los Angeles.

3 **II. PARTIES**

4 3. At all times relevant hereto, Plaintiff Joshua Anthony Romero (hereinafter
5 “Plaintiff”) was an individual over age 18 and a resident of Los Angeles County, California.

6 4. Plaintiff is informed and believes and thereon alleges that at all times material
7 hereto, Defendant BARTON G, has been, and is, a Delaware limited liability company, with a
8 principal place of business at 240 NE 72nd Street, Miami, FL 33138. At all times material
9 hereto, BARTON G has been, and is, a restaurant. Plaintiff is informed and believes and
10 thereon alleges that at all times material hereto BARTON G has been authorized to do business
11 and has been doing business in the State of California.

12 5. Plaintiff is informed and believes and thereon alleges that Defendant Ringler
13 Horst ("Ringler") is an individual, who at all times relevant herein, was a resident of Los
14 Angeles County. Ringler is the General Manager at BARTON G and Plaintiff’s former
15 supervisor.

16 6. Plaintiff is informed and believes and thereon alleges that Defendant Miguel
17 Franco ("Miguel") is an individual, who at all times relevant herein, was a resident of Los
18 Angeles County. Miguel is a Dessert Manager at BARTON G.

19 7. Plaintiff is informed and believes and thereon alleges that Defendant Leslie
20 Flores ("Leslie") (collectively with BARTON G, Ringler and Miguel “Defendants”) is an
21 individual, who at all times relevant herein, was a resident of Los Angeles County. Leslie is
22 Miguel’s assistant at BARTON G.

23 8. Plaintiff is informed and believes and thereon alleges, that at all times relevant
24 herein, Defendant and some of DOES 1 through 100 were the agents, employees, and/or
25 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
26 herein alleged, were acting within the course and scope of such agency or employment, and
27 with the approval and ratification of each of the other Defendants.
28

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

15 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
16 through 100 are, and at all times relevant hereto were, persons, corporations or other business
17 entities organized and existing under and by virtue of the laws of the State of California, and
18 are/were qualified to transact and conduct business in the State of California, and did transact
19 and conduct business in the State of California, and are thus subject to the jurisdiction of the
20 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
21 employ persons, and conduct business and illegally pay employees by illegal payroll practices
22 and policies and engage in harassment and discrimination in the County of Los Angeles.

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

27 **III. PAGA NOTICE**

1 12. Pursuant to the California Labor Code, on or about August 5, 2025, Plaintiff
2 filed a notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue
3 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
4 further reserves the right to amend this Complaint once he completes and complies with the
5 provisions under the law.

6 **IV. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
7 **ACTION**

8 **Employment Information**

9 13. Plaintiff was an employee of BARTON G since on or about June 1, 2024.
10 Plaintiff worked as an Assistant General Manager.

11 14. On or about June 8, 2024, BARTON G entered into a written employment
12 contract with Plaintiff. Pursuant to the contract, BARTON G agreed to increase Plaintiff's
13 salary by \$2,000.00 after the completion of a six-month probationary period. Further,
14 BARTON G granted ten days of PTO annually to Plaintiff.

15 15. On or about April 8, 2025, Plaintiff was wrongfully terminated due to his sexual
16 orientation.

17 16. Plaintiff is gay. Throughout his employment at BARTON G, Plaintiff was
18 subject to harassment and discrimination due to his sexual orientation.

19 17. Throughout his employment with BARTON G, Plaintiff worked 5 days per
20 week, 9 or more hours per day. Plaintiff was paid an annual salary of \$78,000.00.

21 18. The employment by Defendant BARTON G of Plaintiff is governed by
22 Industrial Welfare Commission Wage Order No. 5, which covers those persons employed in
23 the public housekeeping industry.

24 **Wage and Hour Violations**

25 19. Defendant BARTON G routinely denied Plaintiff any meal periods.

26 //

27 //

1 20. Defendant BARTON G routinely failed to provide Plaintiff with itemized wage
2 statements that properly and accurately itemized the number of hours he worked at the effective
3 regular rates of pay.

4 21. Defendant BARTON G failed to pay Plaintiff all wages due on termination.

5 22. Plaintiff was not paid timely wages.

6 23. Plaintiff was not reimbursed for his necessary business expenses.

7 24. Plaintiff was not provided a uniform maintenance allowance.

8 25. Plaintiff was not provided his personnel records.

9 **Discrimination, Harassment and Wrongful Termination**

10 26. Plaintiff was denied a work environment free of sexual orientation
11 discrimination and was targeted for wrongful termination on or about April 8, 2025.

12 27. Plaintiff's employment contract provided that he was guaranteed 10 days of
13 PTO in a one-year timespan. Further, Plaintiff's contract provided that he would receive a
14 raise in his salary after 6 months of employment, in December 2024.

15 28. In or about October 2024, Ringler took a month of a vacation. The day after
16 Ringler left for vacation, the executive chef at BARTON G quit. As a result, Plaintiff was
17 required to work an entire month without taking any days off.

18 29. During the above time, Plaintiff was not supported by Miguel or by Harper, the
19 Sous Chef. Harper was disgruntled with BARTON G because paychecks were constantly late.
20 Additionally, Miguel made inappropriate comments concerning sexuality, gender expression
21 and women's bodies.

22 30. After Ringler returned from his vacation, Plaintiff voiced his concern regarding
23 Miguel and Harper to Ringler.

24 31. Immediately thereafter Miguel began to retaliate against Plaintiff by hiding
25 BARTON G's keys.

26 32. On or about November 23, 2024, a food runner, Joseph, attempted to deliver
27 food that required a phone to hook up a Bluetooth speaker and play a sound. None of the
28

1 phones would connect. As a result, Joseph asked Leslie to use her phone. When Leslie's phone
2 connected and they waited to deliver the food, several messages began playing out loud. For
3 example, one message stated as follows: "New message from Jennifer: Fuck that puto he is
4 just a baby."

5 33. Joseph and the entire kitchen staff heard the message. Joseph swiped away to
6 stop the message from playing. However, another message played out loud: "What time is he
7 off? I'll be outside with my pencil," and "That's what I don't like about gays." Joseph was
8 very disturbed by the messages and called Plaintiff to come and see what was occurring. When
9 Plaintiff looked at the messages, he was shocked to realize that they were referring to him.
10 Joseph then took photos of the texts and sent them to Plaintiff.

11 34. Immediately after the above incident, Plaintiff contacted the Human Resources
12 Department ("HR"). Daniel Perrson ("Daniel"), the CFO of BARTON G, asked if Plaintiff
13 had discussed the incident with Ringler. Plaintiff responded that he did not discuss it with
14 Ringler because he wanted to immediately escalate the issue to HR.

15 35. Daniel told Plaintiff that he should contact Lorraine, the HR representative, and
16 schedule a meeting.

17 36. On or about December 3, 2024, Plaintiff sent an email to Daniel to inquire as to
18 when the meeting would take place since Plaintiff did not receive any response to his email
19 and calls.

20 37. Ultimately, on or about December 6, 2024, the meeting took place.

21 38. Approximately a week later, on two occasions there were individuals in black
22 hoodies and masks outside BARTON G when Plaintiff closed the restaurant.

23 39. Thereafter, Plaintiff contacted the police and explained that he was fearful for
24 his safety. Plaintiff showed the police officers the texts that Leslie had sent referring to
25 Plaintiff. The police told Plaintiff that he could have Miguel and Leslie brought in for
26 questioning. Since Plaintiff had already reported the incident to HR, he decided not to proceed
27 with the police department. However, the situation at BARTON G and the harassment
28 escalated.

1 40. On or about December 28, 2024, Miguel made homophobic comments
2 concerning Plaintiff to the kitchen staff. Joseph again told Plaintiff that he felt uncomfortable
3 due to the comments.

4 41. Thereafter, Plaintiff went into the kitchen to inquire about an order and Miguel
5 told him to get out or he would punch him. Miguel then proceeded to make slurs about
6 Plaintiff in front of the kitchen staff. Plaintiff recorded the incident and it was also captured on
7 camera. Thereafter, Plaintiff contacted HR. Nonetheless, nothing was done to rectify the
8 situation. Instead, HR sent Plaintiff an email stating that all employees who were ascertained
9 to have acted wrongly would be put on a performance plan.

10 42. In or about January 2025, Plaintiff asked about his raise, and was told that due to
11 the economy he would not be provided a raise. Plaintiff should have received his \$2,000.00
12 raise in December 2024.

13 43. In or about March 2025, Valerie, who works in BARTON G's corporate office,
14 began sending disparaging messages regarding Plaintiff to the staff at BARTON G. Valerie's
15 messages attacked Plaintiff's character, intelligence and work ethic. Plaintiff took photos of
16 Valerie's comments and then met with Ringler.

17 44. Plaintiff explained to Ringler that due to various employees' comments about
18 him and the hostile work environment, he thought that it was difficult to work at BARTON G.
19 Plaintiff also explained to Ringler that he was not properly compensated for working extra
20 days in October 2024 and was not afforded his raise. Plaintiff also told Ringler that Miguel,
21 Leslie and Valerie were afforded certain benefits that he was not afforded.

22 45. Plaintiff requested 3 days of PTO beginning April 11, 2025 through April 13,
23 2025.

24 46. On or about April 8, 2025, Plaintiff was called by HR and was told that he was
25 being terminated due to "numerous employees coming to HR and reporting that it was difficult
26 to work with him." Plaintiff requested that he be provided the information relating to those
27 employees, but that request was denied.

28

47. Plaintiff believes that the above reason was pretextual and that he was terminated due to his sexual orientation.

48. At all times material hereto, Defendant BARTON G regularly employed five or more persons and therefore are employers, as that term is defined in *Government Code* § 12926(d).

49. On August 5, 2025, Plaintiff filed an administrative complaint with the California Civil Rights Department ("CCRD") alleging discrimination based on sexual orientation by BARTON G, Ringler, Miguel and Leslie. On August 5, 2025, the CCRD issued to Plaintiff a Right to Sue Notice as to BARTON G, Ringler, Miguel and Leslie.

FIRST CAUSE OF ACTION

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

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

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

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

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

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

4 55. Section 512(a) of the California Labor Code provides, in relevant part, that:

5 56. An employer may not employ an employee for a work period of more than five
6 hours per day without providing the employee with a meal period of not less than 30-minutes,
7 except that if the total work period per day of the employee is no more than six hours, the meal
8 period may be waived by mutual consent of both the employer and employee. An employer
9 may not employ an employee for a work period of more than 10 hours per day without
10 providing the employee with a second meal period of not less than 30-minutes, except that if
11 the total hours worked is no more than 12 hours, the second meal period may be waived by
12 mutual consent of the employer and the employee only if the first meal period was not waived.

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

19 58. BARTON G violated Labor Code § 512 and IWC Wage Order No. 5 by failing
20 to provide Plaintiff the requisite 30-minute meal periods, required by law. Plaintiff was not
21 afforded any meal breaks.

22 59. BARTON G further violated IWC Wage Order No. 5 and Labor Code
23 § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate
24 of pay for each work day that the meal period was not provided, in an amount according to
25 proof. This amount remains owed and unpaid.

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

61. As a direct and proximate result of BARTON G's unlawful conduct as alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and is entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to BARTON G's violations of the California Labor Code and IWC Wage Order No. 5.

SECOND CAUSE OF ACTION

(Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226 – By Plaintiff Against Defendant BARTON G and Does 1 through 100)

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

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

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

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

THIRD CAUSE OF ACTION

**(Failure to Pay All Wages Due on Termination - Cal. Lab. Code §203 - By Plaintiff
Against Defendant BARTON G and Does 1 through 100)**

1 requirements are “deemed satisfied by the payment of wages for weekly, biweekly or
2 semimonthly payroll if the wages are paid not more than seven calendar days following the
3 close of the payroll period.

4 74. Defendant scheduled, required, suffered, and/or permitted Plaintiff to work
5 during pay periods, and not compensate Plaintiff for his work within seven days of the close of
6 payroll.

7 75. On numerous occasions, Plaintiff was paid his wages late. Thus, Plaintiff did not
8 receive his wages in a timely manner as required by Labor Code § 204.

9 76. Further, due to Defendant BARTON G’s failure to pay Plaintiff for wages and
10 meal period premiums owed, Defendant violated Labor Code § 204 by failing to pay all wages
11 due within seven (7) days of the close of the payroll period on a regular and consistent basis.
12 *See Parson v. Golden State FC, LLC*, 2016 WL 1734010, at *3-5 (N.D. Cal. May 2, 2016)
13 (finding that a failure to pay rest period premiums can support claims under Labor Code §§
14 203 and 204).

15 77. Labor Code § 210 provides that “in addition to, an entirely independent and
16 apart from, any other penalty provided in this article, every person who fails to pay the wages
17 of each employee as provided in Sections...204...shall be subject to a civil penalty as follows:
18 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee;
19 (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
20 (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.”
21 As a result of the faulty compensation policies and practices described in detail above,
22 Plaintiff is entitled to recover penalties under Labor Code § 210.

23 **FIFTH CAUSE OF ACTION**

24 **(Failure to Reimburse Business Expenses in Violation of Cal. Labor Code §2802 By** 25 **Plaintiff Against Defendant BARTON G and Does 1 through 100)**

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

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

80. At all times relevant herein, BARTON G was aware that Plaintiff was using his personal vehicle for business, but failed to indemnify Plaintiff for all his business-related expenses, including wear and tear expenses, in accordance with Labor Code §2802.

81. As a result of BARTON G's conduct, Plaintiff suffered damages in an amount, subject to proof, to the extent he was not reimbursed for all of his business-related expenses incurred in the discharge of his duties.

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

SIXTH CAUSE OF ACTION

**(Failure to Provide a Uniform Maintenance Allowance Cal. Labor Code §2802 By
Plaintiff Against Defendant BARTON G and Does 1 through 100)**

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

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

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

86. Here, Plaintiff was required to wear uniforms.

87. Defendant BARTON G failed to purchase uniforms for Plaintiff nor reimburse him for the cost thereof.

88. As a proximate result of the aforementioned violations of § 2802, Plaintiff is entitled to recovery from Defendant BARTON G for reimbursement of necessary expenditures including interest and attorneys' fees.

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

3 **SEVENTH CAUSE OF ACTION**

4 **(Failure to Allow Inspection of Employment Records in violation of Cal. Lab. Code**
5 **§1198.5 - By Plaintiff Against Defendant BARTON G and Does 1 through 100)**

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

8 91. California Labor Code Section 1198.5 provides:

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

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

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

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

92. Additionally, pursuant to IWC Wage Order No. 5, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

93. On or about August 5, 2025, Plaintiff's counsel issued a written request to BARTON G for copies of his personnel records.

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

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

EIGHTH CAUSE OF ACTION

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

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

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

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1 98. Defendant BARTON G's conduct as alleged herein has been and continues to be
2 unfair, unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
3 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
4 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
5 therefore has standing to bring this suit for restitution.

6 99. Affording employees meal breaks, timely paying wages, reimbursing business
7 expenses and providing a uniform maintenance allowance, are fundamental public policies of
8 the State of California. It is also the public policy of this State to enforce minimum labor
9 standards, to ensure that employees are not required or permitted to work under substandard
10 and unlawful conditions, and to protect those employers who comply with the law from losing
11 competitive advantage to other employers who fail to comply with labor standards and
12 requirements.

13 100. Defendant BARTON G failed to allow Plaintiff to take meal breaks, to issue
14 accurate wage statements, pay all wages on termination, timely pay wages, reimburse business
15 expenses and provide a uniform maintenance allowance.

16 101. Through the conduct alleged herein, Defendant BARTON G acted contrary to
17 these public policies and have thus engaged in unlawful and/or unfair business practices in
18 violation of Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights,
19 benefits, and privileges guaranteed to employees under California law.

20 102. Defendant BARTON G regularly and routinely violated the following statutes
21 and regulations with respect to Plaintiff:

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

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

25 Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 5 (failure to
26 provide meal periods);
27
28

1 Cal. Lab. Code §§ 204, 210 (failure to timely pay wages);

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

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

4 and

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

6
7 103. By engaging in these business practices, which are unfair business practices
8 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendant harmed Plaintiff and
9 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
10 entitled to obtain restitution of these funds.

11 **NINTH CAUSE OF ACTION**

12 **(Discrimination Based on Sexual Orientation in Violation of Govt. Code §12940(a)- By**
13 **Plaintiff against Defendant BARTON G and Does 1 through 100)**

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

16 105. California Government Code section 12940(a) prohibits discrimination,
17 including adverse employment action against an employee based on sexual orientation, among
18 other protected bases.

19 106. Throughout Plaintiff's employment at BARTON G, he was regularly subjected
20 to sexual orientation discrimination by means of rude comments and public humiliation.

21 107. All of the conduct by Defendant BARTON G was done with the full knowledge
22 and ratification of the management employees of BARTON G, and was consistent with the
23 recognized policies and procedures of BARTON G, which tolerated and encouraged such
24 sexual orientation discrimination.

25 108. Defendant BARTON G were aware of the discriminatory conduct and did not
26 take effective, good faith action to investigate, remedy, prevent, or stop the sexual orientation
27 discrimination.
28

109. At all times herein mentioned, Defendant BARTON G was legally required to refrain from discriminating against and harassing any employee on the basis of sexual orientation, among other things.

110. Defendant BARTON G's conduct resulted in the damages and injuries to Plaintiff as alleged in this Complaint. As a direct and proximate result of the conduct of Defendant BARTON G, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

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

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

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

TENTH CAUSE OF ACTION

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

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

115. Beginning in or about October 2024, Plaintiff was harassed by the actions, conduct and comments of Defendant BARTON G's employees, Ringler, Miguel, and Leslie, which actions, conduct and comments combined to create and allow a pattern of discriminatory

1 treatment towards him due to his sexual orientation. Defendants' actions constituted a
2 continuing violation of Cal. Gov. Code § 12940, et seq.

3 116. Defendant BARTON G negligently and in bad faith failed to properly
4 investigate Plaintiff's claims of harassment and take appropriate remedial action.

5 117. Defendants engaged in retaliatory actions against Plaintiff for complaining about
6 and participating in the investigation of the above-referenced illegal conduct. Because of his
7 complaints about the illegal conduct as aforesaid, Plaintiff was subjected to unfair and hostile
8 treatment by Defendants and each of them.

9 118. All of the conduct by Defendants, and each of them, was done with the full
10 knowledge and ratification of the management employees of BARTON G, and was consistent
11 with the recognized policies and procedures of BARTON G, which tolerated and encouraged
12 such discriminatory conduct.

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

18 120. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
19 in this Complaint. As a direct and proximate result of the conduct of Defendants and each of
20 them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental
21 and physical pain and anguish, all to his damage in a sum according to proof.

22 121. Defendants did the things hereinabove alleged, intentionally, oppressively, and
23 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
24 in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and
25 ought not to be suffered by any member of the community.

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

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

ELEVENTH CAUSE OF ACTION

(Hostile Work Environment in Violation Govt. Code §12940 *et seq.*– By Plaintiff Against Defendant BARTON G and Does 1 through 100)

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

125. The offensive conduct to which Plaintiff was subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 et seq. During his employment, Defendant BARTON G violated FEHA, California Government Code §12940 (j), by discrimination against Plaintiff due to his sexual orientation.

126. Defendant BARTON G's harassment was hostile, abusive, continuous and pervasive to create a hostile work environment for the Plaintiff.

127. Defendant BARTON G's harassment was unwelcome, humiliating, offensive and adversely affected the terms of Plaintiff's employment.

128. Plaintiff was subjectively offended by Defendant BARTON G's conduct and any reasonable person in Plaintiff's position would perceive Defendant BARTON G's conduct as being offensive, hostile and abusive.

129. As a direct result of Defendant BARTON G's failure to take all reasonable steps necessary to prevent discrimination and harassment, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages in amounts to be proven at trial.

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

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

THIRTEENTH CAUSE OF ACTION

(Failure to Prevent Retaliation from Occurring in Violation of *Government Code* §12940(k) – By Plaintiff Against Defendant BARTON G and Does 1 through 100)

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

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

143. Defendant BARTON G failed to take measures to prevent discrimination and retaliation.

144. As a direct result of the Defendant BARTON G's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages in amounts to be proven at trial.

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

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

3 **FOURTEENTH CAUSE OF ACTION**

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

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

8 148. Plaintiff alleges that significant policies exist in the State of California that
9 prohibit discrimination and wrongfully terminating an employee due to sexual orientation.
10 Among others, the right to be free from discrimination and retaliation are codified in the
11 California and United States Constitutions and the provisions of Government Code §§12900 *et*
12 *seq.*

13 149. Defendant BARTON G, acting through its employees and supervisors,
14 intentionally created and knowingly permitted the discrimination based on sexual orientation.

15 150. Defendant BARTON G wrongfully terminated Plaintiff in violation of important
16 and well-established public policies, including, but not limited to, policies against employment
17 discrimination based upon sexual orientation.

18 151. These policies are set forth in various laws including but not limited to
19 Government Code §§12940 (a), 12940 (n), 12940(m); Cal. Const. Art. 1, §8 (employment
20 discrimination).

21 152. Defendant BARTON G's wrongful conduct proximately caused Plaintiff to
22 suffer general, special and statutory damages in an amount to according to proof.

23 153. As a further proximate result of the unlawful acts of Defendant BARTON G, as
24 alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish,
25 and emotional and physical distress that a reasonable person would suffer upon losing his job.
26 As a result of such actions and consequent harm, Plaintiff has suffered such damages in an
27 amount according to proof.

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

155. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to being gay and complaining about discrimination and harassment, were factors in Defendant BARTON G's conduct as alleged hereinabove.

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

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

FIFTEENTH CAUSE OF ACTION

(Breach of Written Contract - By Plaintiff Against Defendant BARTON G and Does 1 through 100)

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

159. Pursuant to Plaintiff's employment contract, BARTON G agreed to provide Plaintiff with a \$2,000 increase in his salary at the end of his six-month probationary period. Further, BARTON G agreed to provide Plaintiff with 10 days of PTO per year.

160. Plaintiff performed all conditions, covenants and promises required on his part to be performed in accordance with the terms and conditions of the parties' written employment contract.

161. BARTON G breached the employment agreement by failing to provide Plaintiff a raise at the end of the six-month probationary period. Instead, BARTON G told Plaintiff he would not receive a raise due to the economy. In accordance with the employment contract, that is not a valid reason for failure to provide Plaintiff a raise. Further, when Plaintiff requested to take 3 days of PTO he was terminated.

162. BARTON G's failure to provide Plaintiff a raise and any PTO days has damaged Plaintiff, in an amount according to proof at trial.

PRAYER FOR RELIEF

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

1. For compensatory damages for lost wages and employment benefits, in an amount within the jurisdiction of this Court, according to proof;

2. For general and special damages due to BARTON G's breach of written contract;

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

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

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

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

7. For payment of unpaid wages in accordance with California labor and employment law, in an amount within the jurisdiction of this Court;

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

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

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

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

12. For injunctive relief requiring Defendant BARTON G to comply with Labor Code 1198.5(b)(1);

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

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

15. For attorneys' fees under *Government Code* § 12965(c)(6), Cal. Labor Code §§ 218.5, 1198.5, 2802 and/or *California Code of Civil Procedure* § 1021.5, according to proof;

16. For prejudgment interest, according to proof;

17. For reasonable costs of suit, in an amount according to proof;

18. For such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

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

LIPELES LAW GROUP, APC

Date: August 5, 2025

By: Shana Villoria
Shana L. Villoria
Attorneys for Plaintiff
Joshua Anthony Romero