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

MALACHI METOYER, an individual,
Plaintiff,

v.

TRADITIONAL COMPANY, LLC., a
California limited liability company; GOOD
TREE HOLDINGS, LLC., a California limited
liability company; GROWTH SPIKE
HOLDINGS, LLC., a California limited liability
company; TREVOR DOE, an individual; and
DOES 1 through 20, inclusive,

Defendants.

Case No. **24STCV10092**

COMPLAINT FOR DAMAGES FOR:

1. **DISCRIMINATION IN VIOLATION
OF GOV'T CODE §§12940 ET SEQ.;**
2. **HARASSMENT IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
3. **RETALIATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
4. **FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT
AND RETALIATION IN VIOLATION
OF GOV'T CODE §12940(k);**
5. **RETALIATION IN VIOLATION OF
LABOR CODE §§ 98.6, 232.5, 1030, ET
SEQ., 1102.5, 1102.6 and 6310;**
6. **WRONGFUL TERMINATION IN
VIOLATION OF THE PUBLIC
POLICY;**
7. **FAILURE TO PAY MINIMUM WAGE
IN VIOLATION OF LABOR CODE §§
1182.12, 1194, 1194.2, 1197;**

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8. FAILURE TO PAY OVERTIME
COMPENSATION IN VIOLATION OF
LABOR CODE §§510, 1194;

9. FAILURE TO PROVIDE MEAL AND
REST BREAKS IN VIOLATION OF
LABOR CODE §§226.7, 512;

10. WAITING TIME PENALTIES (CAL.
LABOR CODE §§201-203);

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, MALACHI METOYER, and for causes of action against the
Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, MALACHI METOYER, is and at all times relevant hereto was, a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant GOOD TREE HOLDINGS, LLC ("GOOD TREE") is a California limited liability company conducting business in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant GROWTH SPIKE HOLDINGS, LLC ("GROWTH SPIKE") is a California limited liability company conducting business in the County of Los Angeles, State of California.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant TRADITIONAL COMPANY, LLC ("TRADITIONAL CO.") is a California limited liability company conducting in the County of Los Angeles, State of California.

1 6. Defendants GOOD TREE, GROWTH SPIKE, and TRADITIONAL CO. are referred to
2 collectively as EMPLOYER or EMPLOYER DEFENDANTS.

3 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
4 hereto, EMPLOYER DEFENDANTS were cannabis cultivators and operators.

5 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
6 hereto, Defendant TREVOR DOE, is and was a natural person and individual residing in the County of
7 Los Angeles, State of California.

8 9. Plaintiff is informed and believes, and based thereupon alleges, that TREVOR DOE was
9 a “supervisor” within the meaning of Government Code § 12926 subdivision (t).

10 10. At all times relevant herein, Defendants and DOES 1-20 were Plaintiff’s employers, joint
11 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
12 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
13 persons and are therefore subject to the jurisdiction of this Court.

14 11. At all times relevant herein, Defendants and DOES 1-20 were Plaintiff’s employers, joint
15 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
16 Commission Order Nos. 8, 13, and 14, and are each any “employer or other person acting on behalf of
17 an employer” as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that
18 basis.

19 12. Defendants and DOES 1-20, inclusive, are hereinafter collectively referred to as
20 “Defendants.”

21 13. The true names and capacities, whether individual, corporate, associate, or otherwise, of
22 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
23 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
24 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
25 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
26 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
27 alleged hereinafter.

1 14. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
3 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
4 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
5 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
6 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

7 15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
8 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
9 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
10 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
11 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
12 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
13 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
14 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
15 actually causing Plaintiff harm.

16 16. Whenever and wherever reference is made in this complaint to any act or failure to act by
17 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
18 and/or failures to act by each Defendant acting individually, jointly and severally.

19 17. Plaintiff has filed complaints of retaliation, failure to pay required wages, rest and meal
20 breaks, failure to prevent discrimination and wrongful termination under Government Code §§12940, et
21 seq., the California Fair Employment and Housing Act ("FEHA") with the California Department of Fair
22 Employment and Housing ("DFEH"), and has satisfied Plaintiff's administrative prerequisites with
23 respect to these and all related filings.

24 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

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

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

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

8 b. Defendants and DOES 1-20 derive actual and significant monetary benefits by and
9 through one another's unlawful conduct, and by using one another as the funding source for their own
10 personal expenditures.

11 c. Defendants and DOES 1-20, while really one and the same, were segregated to appear as
12 though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
13 accomplishing some other wrongful or inequitable purpose.

14 d. Defendants do not comply with all requisite corporate formalities to maintain a legal and
15 separate corporate existence.

16 e. The business affairs of Defendants and DOES 1-20 are, and at all times relevant were, so
17 mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable
18 confusion. Defendants are, and at all times relevant hereto was, used by DOES 1-20 as a mere shell and
19 conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another
20 and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in
21 that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the
22 Government Code and other statutory violations. The corporate existence of Employers and DOES 1-20
23 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid
24 fraud and injustice to Plaintiff herein.

25 20. Accordingly, Defendants and DOES 1-20 constitute the alter ego of one another, and the
26 fiction of their separate corporate existence must be disregarded.

27 21. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
28 thereon alleges that Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of a joint

1 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-20. Plaintiff performed
2 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
3 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
4 which Defendants' business was and is conducted.

5 22. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
6 between DOES 1-20, Defendants or any of them, (1) there is an express or implied agreement of
7 assumption pursuant to which Defendants and/or DOES 1-20 agreed to be liable for the debts of the other
8 Defendants, (2) the transaction between Defendants and/or DOES 1-20 and the other Defendants amounts
9 to a consolidation or merger of the two corporations, (3) Defendants and/or DOES 1-20 are a mere
10 continuation of the other Defendants, or (4) the transfer of assets to Defendants and/or DOES 1-20 is for
11 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Defendants and/or
12 DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

13 14 **FACTUAL ALLEGATIONS**

15 23. On or about January 10, 2023, Defendants hired Plaintiff to work as a Supervisor of
16 Cannabis Quality Control. Plaintiff's duties consisted primarily of ensuring quality control for
17 Defendants' cannabis operations. Plaintiff was recommended for the position because of his
18 qualifications and his prior experience.

19 24. Plaintiff was a full-time, non-exempt employee, who performed all of Plaintiff's job
20 duties satisfactorily before Defendant wrongfully terminated Plaintiff's employment on or about March
21 15, 2023.

22 25. Defendant initially hired Plaintiff without any formal paperwork but told Plaintiff that he
23 would be added to Defendant's payroll shortly after hire. Plaintiff was never provided with any formal
24 employment verification to sign, nor was he ever officially added to Defendant's payroll. On the contrary,
25 Plaintiff was paid entirely in cash, and received no paystubs at all for his wages earned. Plaintiff never
26 received any onboarding documents or handbook discussing Defendant's employment policies.

27 26. Throughout Plaintiff's employment with Defendants, January 10, 2023, through March
28 15, 2023 (the "Claim Period"), Defendants subjected Plaintiff to a racist and discriminatory work

1 environment. Defendants' leadership verbally abused the primarily Hispanic workers as well as Plaintiff
2 – the only Black person employed by Defendants at the time.

3 27. During the Claim Period, Plaintiff and his fellow workers were required to work 12-hour
4 days, oftentimes 6 to 7 days per week. Plaintiff witnessed many workers struggling to stay awake while
5 performing their required duties, and that many would squeeze in naps on breaks, whenever they were
6 permitted, in order to meet Defendants' unrelenting demands.

7 28. On one occasion, one of Defendant's supervisors, John, told Plaintiff that he wished the
8 workers "always worked 7 days a week."

9 29. Despite the fact that Defendant demanded that its employees work prolonged and arduous
10 hours during the Claim Period, Defendant frequently failed to pay its employees on time. On one
11 occasion in particular, the workers were paid one and a half weeks late. When pressed for an explanation
12 of its tardiness, Defendant gave an excuse that it employed 125 workers and couldn't pay them all on
13 time.

14 30. At another point, Trevor (Plaintiff's immediate supervisor) bragged to Plaintiff that at
15 Defendants' farm "up north," employees were forced to work "24 hours a day." Plaintiff asked Trevor
16 how those employees could stay awake so long, Trevor responded that they gave them Adderall and that,
17 because so many of Defendants' employees were immigrants, "What were they going to do, go back
18 home?" Trevor offered Adderall to Plaintiff, which he declined.

19 31. Plaintiff is informed, believes and thereon alleges that Defendant's management staff was
20 under the influence of narcotics during working hours—which Plaintiff deems to be the cause of
21 Defendant's erratic and unlawful behavior.

22 32. During one particular incident in February 2023 Trevor screamed at co-worker Fabian,
23 "Why the f--k are you not working?!" At the time of Trevor's outburst, Fabian was merely trying to fix
24 a leak in the room Defendant had provided for Plaintiff and his co-workers to complete their assigned
25 tasks.

26 33. During the Claim Period, Trevor often referred to Plaintiff and his fellow Hispanic co-
27 workers as "boy." Plaintiff expressed his taking offense to the term at Trevor's comment, "You can't
28 call me boy," to which Plaintiff responded, "Oh right, you guys are like that."

34. At another point, when Plaintiff's co-worker, Maria, also expressed concern that Defendant was not paying its employees all legal wages due upon termination, Trevor proudly boasted that Defendant had "good lawyers."

35. When Plaintiff brought up personal concerns regarding his own employment to Defendant (including requests for formal verification of employment, an increase in pay to meet California's statutory minimum wage requirements, and overtime payments), Defendant responded with discriminatory and racist comments, and eventually terminated Plaintiff's employment.

36. Specifically, when Plaintiff complained to Trevor that employees of Defendant should be paid at least a minimum wage, Trevor responded, “That’s not how it works down here. You’re a fucking slave and I’m your fucking boss and that’s how it fucking goes.” When Plaintiff responded, “I’m no one’s slave,” Defendant told Plaintiff to “just get your stuff and get the fuck out.” Thereafter, Plaintiff immediately left Defendant’s premises.

37. Plaintiff was fired on March 15, 2023.

38. Immediately following his termination, Plaintiff texted Lauren, the woman who had initially referred Plaintiff to Defendant for employment. Plaintiff relayed to Lauren many of Defendants' unlawful and discriminatory acts, and recommended that Lauren refrain from sending other African Americans to work with Defendant so as to avoid being called "slaves" as well.

WAGE AND HOURS CLAIMS

39. Throughout the Claim Period, Plaintiff's hourly wage rate was \$15—below California's mandatory minimum wage of \$15.50, and below the Los Angeles City's mandatory minimum wage of \$16.78. During this time period, Plaintiff's fixed schedule was five to six days per week, 5:00am to 5:00pm. Plaintiff worked overtime hours each week but was not compensated at the appropriate overtime rate.

40. Furthermore, throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of, Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion thereof—particularly when Plaintiff worked in excess of 10 hours. Defendant also failed to pay Plaintiff one (1) additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory rest breaks were not provided.

1 41. Plaintiff also did not receive uninterrupted statutory 30-minute meal periods for days on
2 which Plaintiff worked at least 5 hours, which was each day Plaintiff worked, nor did Plaintiff receive a
3 second uninterrupted statutory 30-minute meal period for every 10 hours worked. On one occasion in
4 particular, Plaintiff recalls that Defendants' owner Dante asked him to complete a work-related task
5 (removing trash) during Plaintiff's lunchbreak. When Plaintiff responded that he was in the midst of
6 taking his meal, Defendant's owner Dante responded, "You don't say that to me! I'm the boss around
7 here." Plaintiff remembers feeling intimidated by Defendant's request and complying with Defendant's
8 orders, despite knowing that he had the right to an uninterrupted meal break.

9 42. Furthermore, despite the fact that Plaintiff was required to use his own personal cellphone
10 to carry out mandatory tasks during working hours, Defendant failed to sufficiently reimburse Plaintiff
11 for this expense.

12 43. Defendants also violated Labor Code §§ 204 and 223 when they failed to pay Plaintiff
13 wages for all hours worked paid at least twice during each calendar month to employees as required "by
14 contract" under Labor Code section 223, as well as an improper collection of wages paid to an employee
15 under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist.
16 Mar. 6, 2013). In addition, throughout Plaintiff's employment, Defendants violated Labor Code §221 by
17 collecting and/or receiving from Plaintiff, part of his wages paid by Defendants.

18 44. Furthermore, Defendant did not provide Plaintiff with timely nor accurate paystubs in
19 compliance with Labor Code § 226, failed to pay all of the Plaintiff's accrued wages and other
20 compensation due immediately upon termination or within 72 hours of resignation, as required, by Labor
21 Code §§201-203, and also failed to provide Plaintiff with timely and accurate wage and hour statements
22 showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and
23 address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each
24 pay period and the corresponding number of hours worked at each hourly rate by Plaintiff, in violation
25 of Labor Code § 1198.5.

26 45. Defendants' conduct described herein was undertaken, authorized, and/or ratified
27 Defendants' officers, directors and/or managing agents, including, but not limited to, DOES 1-20, who
28 were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The

aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents.

46. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general and special damages, including severe and profound pain and emotional distress, anxiety, depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological counseling and treatment, and past and future lost wages and benefits.

47. As a result of the above, Plaintiff is entitled to past and future lost wages, commissions, benefits and loss or diminution of earning capacity.

48. Plaintiff claims general damages for emotional and mental distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

49. Because the acts taken toward Plaintiff were carried out by officers, directors and/or managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

FIRST CAUSE OF ACTION
FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE

50. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

51. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

52. As such term is used under FEHA, “on the bases enumerated in this part” means or refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

53. FEHA requires Defendants to refrain from discriminating against an employee on the basis of race, color, and/or national origin, and to prevent from occurring discrimination, harassment, and retaliation on the same bases.

1 54. Plaintiff was a member of multiple protected classes as a result of Plaintiff's race,
2 national origin, and/or color.

3 55. At all times relevant hereto, Plaintiff was performing competently in the position
4 Plaintiff held with Defendants.

5 56. Plaintiff suffered the adverse employment actions of unlawful harassment,
6 discrimination, failure to accommodate, failure to investigate, remedy, and/or prevent discrimination,
7 failure to reinstate and/or return to work, and termination, and was harmed thereby.

8 57. Plaintiff is informed and believes that Plaintiff's race, color, and/or national origin,
9 and/or some combination of these protected characteristics under Government Code §12926(j) were
10 motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned adverse
11 employment actions.

12 58. Said conduct violates the FEHA, and such violations were a proximate cause in
13 Plaintiff's damage as stated below.

14 59. The damage allegations of Paragraphs 46 through 49, inclusive, are herein incorporated
15 by reference.

16 60. The foregoing conduct of Defendants individually, or by and through their officers,
17 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
18 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
19 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
20 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
21 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

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

24 **SECOND CAUSE OF ACTION**

25 **FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

26 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

27 62. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 63. At all times hereto, the FEHA was in full force and effect and was binding upon
2 Defendants and each of them.

3 64. As such term is used under FEHA, “on the bases enumerated in this part” means or
4 refers to harassment on the bases of one or more of the protected characteristics under FEHA.

5 65. These laws set forth in the preceding paragraph require Defendants to refrain from
6 harassing, or creating, or maintaining a hostile work environment against an employee based upon the
7 employee’s race, color, and/or national origin, as set forth hereinabove.

8 66. Defendants’ harassing conduct was severe or pervasive, was unwelcome by Plaintiff,
9 and a reasonable person in Plaintiff’s circumstances would have considered the work environment to
10 be hostile or abusive.

11 67. Defendants violated the FEHA and the public policy of the State of California which is
12 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of
13 Plaintiff’s race, color, and/or national origin, and/or some combination of these protected
14 characteristics, as set forth hereinabove.

15 68. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants
16 knew or should have known of the conduct but failed to take immediate and appropriate corrective
17 action.

18 69. The above said acts of Defendants constitute violations of the FEHA and violations of
19 the public policy of the State of California. Such violations were a proximate cause in Plaintiff’s
20 damage as stated below.

21 70. The damage allegations of Paragraphs 46 through 49, inclusive, are herein incorporated
22 by reference.

23 71. The foregoing conduct of Defendants individually, or by and through their officers,
24 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
25 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
26 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff’s
27 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
28 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

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

3 **THIRD CAUSE OF ACTION**
4 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
5 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

6 73. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
7 though set forth in full herein.

8 74. At all times hereto, the FEHA was in full force and effect and was binding upon
9 Defendants and each of them.

10 75. These laws set forth in the preceding paragraph require Defendants to refrain from
11 retaliating against an employee for engaging in protected activity.

12 76. Plaintiff engaged in the protected activities of complaining about and protesting
13 Defendants' discriminatory and harassing conduct towards Plaintiff based upon Plaintiff's race, color,
14 and/or national origin.

15 77. Plaintiff suffered the adverse employment actions of unlawful harassment,
16 discrimination, failure to accommodate, failure to investigate, remedy, and/or prevent discrimination,
17 failure to reinstate and/or return to work, and termination, and was harmed thereby.

18 78. Plaintiff is informed and believes that Plaintiff's conduct of complaining about and
19 protesting about Defendants' discriminatory and harassing conduct, and/or some combination of these
20 factors, were motivating reasons and/or factors in the decisions to subject Plaintiff to the
21 aforementioned adverse employment actions.

22 79. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff
23 for attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

24 80. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
25 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or
26 at the direction of, each other Defendant and the other Managers.

27 81. The above said acts of Defendants constitute violations of the FEHA, and were a
28 proximate cause in Plaintiff's damage as stated below.

1 82. The damage allegations of Paragraphs 46 through 49, inclusive, are herein incorporated
2 by reference.

3 83. The foregoing conduct of Defendants individually, or by and through their officers,
4 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
5 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
6 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
7 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
8 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

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

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**

13 **IN VIOLATION OF GOV'T CODE §12940(k)**

14 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

15 85. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
16 though set forth in full herein.

17 86. At all times hereto, the FEHA, including in particular Government Code §12940(k), was
18 in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants
19 to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from
20 occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to
21 take all reasonable steps necessary to prevent discrimination, harassment and retaliation from occurring.

22 87. The above said acts of Defendants constitute violations of the FEHA, and were a
23 proximate cause in Plaintiff's damage as stated below.

24 88. The damage allegations of Paragraphs 46 through 49, inclusive, are herein incorporated
25 by reference.

26 89. The foregoing conduct of Defendants individually, or by and through their officers,
27 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
28 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of

1 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such
2 as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive
3 damages in an amount appropriate to punish or make an example of Defendants.

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

6 **FIFTH CAUSE OF ACTION**
7 **RETALIATION IN VIOLATION OF**
8 **LABOR CODE §§98.6, 232.5, 1030, et seq., 1102.5, 6310**
9 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

10 91. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
11 though set forth in full herein.

12 92. Labor Code §98.6(a) prohibits an employer from discharging or in any manner
13 discriminating or retaliating against an employee who, among other things, has exercised his or her rights
14 under that Chapter, including conduct delineated in Chapter 5 of the Labor Code, which encompasses
15 §1102.5. An employee who has been discharged or retaliated against in violation of Labor Code §98.6
16 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten thousand
17 dollars (\$10,000.00) for each violation of that section.

18 93. At all relevant times, Labor Code §232.5 was in full force and effect and binding on
19 Defendants. Labor Code §232.5(b) prohibits an employer from discharging, formally disciplining, or
20 otherwise discriminating against an employee who discloses information about the employer's working
21 conditions.

22 94. Labor Code §1102.5(b) prohibits an employer from retaliating against an employee for disclosing
23 to persons with authority over the employee for disclosing *or believing that the employee may disclose*
24 what the employee reasonably believes is a violation of state or federal statute, or a violation of or
25 noncompliance with a local, state, or federal rule or regulation. An employee who has been discharged
26 or retaliated against in violation of Labor Code §1102.5 is entitled to recovery of a civil penalty against
27 the employer in an amount not exceeding ten thousand dollars (\$10,000.00) for each violation of that
28

1 section. The Labor code furthers that any employer who willfully refuses to rehire, promote, or otherwise
2 restore an employee is guilty of a misdemeanor.

3 95. Sections 98.6, 232.5, 1030, and 1102.5, create an entitlement to recovery by Plaintiff in a
4 civil action for the unlawful actions by Defendants.

5 96. Plaintiff was an employee and Defendants an employer pursuant to Labor Code §§ 1030,
6 et seq.

7 97. Plaintiff was harmed.

8 98. The damage allegations of Paragraphs 46 through 49, inclusive, are herein incorporated
9 by reference.

10 99. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty of \$10,000.00 for
11 Defendants' violations of Labor Code §§ 98.6 and 1102.5.

12 100. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
13 Defendants, and Defendants' officers and/or managing agents, and those identified herein as DOES 1-
14 20, who were authorized and empowered to make decisions that reflect and/or create policy for
15 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
16 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and
17 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
18 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
19 and designated herein as DOES 1-20, inclusive.

20 101. Because the acts taken toward Plaintiff were carried out by managerial employees acting
21 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
22 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
23 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

24 102. Plaintiff is also entitled to reasonable attorneys' fees and costs, pursuant to Labor Code
25 §§98.7(e) and other Labor Code sections.

SIXTH CAUSE OF ACTION
FOR WRONGFUL TERMINATION
IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA
AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE

103. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

104. At all relevant times mentioned in this complaint, the FEHA was in full force and effect and was binding on Defendants. This law requires Defendants to refrain, among other things, from discriminating against any employee on the basis of race, color, and/or national origin. At all times mentioned in this complaint, Article I, Section 8 of the California Constitution was in full force and effect and binding on Defendants. This law requires Defendants to refrain from disqualifying a person from pursuing employment on the basis of race, color, or national origin.

105. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee on the basis of race, color, or national origin; or for engaging in protected activity.

106. Plaintiff believes and thereon alleges that Plaintiff's race, color, or national origin, and/or some combination thereof, were factors in Defendants' conduct as alleged hereinabove.

107. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's employment on the basis of race, color, or national origin, or for engaging in protected activity, and/or some combination of these factors, were a proximate cause in Plaintiff's damages as stated below.

108. The above said acts of Defendants constitute violations of the Government Code and the public policy of the State of California embodied therein as set forth above. Defendants violated these laws by discriminating and retaliating against Plaintiff and terminating Plaintiff's employment in retaliation for exercise of protected rights.

109. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee for resisting or complaining about discrimination, harassment, or for engaging in any protected activity.

1 110. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's status as
2 a protected member of multiple classes under the FEHA was a proximate cause in Plaintiff's damages
3 as stated below.

4 111. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force
5 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
6 employees who complain about unpaid wages and/or attempt to exercise the rights under the Labor
7 Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of
8 individual employees and job applicants who could not otherwise afford to protect themselves from
9 violations of the Labor Code.

10 112. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force
11 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
12 employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a
13 government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's
14 broad public policy interest in encouraging workplace "whistleblowers," who may without fear of
15 retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether
16 the reporting is made to governmental agencies or to the employer itself, and irrespective of whether
17 the employee's suspicions are correct that the challenged conduct actually violates some law. Indeed,
18 the law in California is that an employee's good faith but mistaken belief in the illegality of his co-
19 workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistle-
20 blowing context.

21 113. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
22 engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in
23 Plaintiff's damages as stated below.

24 114. At all relevant times mentioned in this complaint, Labor Code §§923, 6310, and 6400, et
25 seq., were in full force and effect and were binding on Defendants.

26 115. Labor Code §6310 declares, in pertinent part, that no person shall discharge, or in any
27 manner discriminate against an employee, because the employee has made any oral or written complaint
28 to his employer with reference to employee safety or health. The public policy underlying Labor Code

1 §6310 is not merely to aid the reporting of actual safety violations; it is to prevent retaliation against those
2 who in good faith report working conditions they believe to be unsafe.

3 116. Labor Code §§6400, et seq., require that every employer shall furnish employment and a
4 place of employment that is safe and healthful for employees.

5 117. When read together, the foregoing statutes establish a fundamental public policy of the
6 State of California requiring employers to provide a safe and secure workplace, including a requirement
7 that an employer take reasonable steps to address credible threats of violence in the workplace.

8 118. Plaintiff believes and thereon alleges that his complaints regarding the safety and health
9 of the place of employment furnished by Defendants were factors in Defendants' decision to retaliate
10 against Plaintiff by refusing to investigate Plaintiff's complaints of not receiving full payment of
11 Plaintiff's earned tips, or for refusing to investigate Plaintiff's request for a safe and secure workplace.

12 119. Such discrimination and retaliation against Plaintiff who, in good faith, reported working
13 conditions he believed to be unsafe and affecting his health were a proximate cause in Plaintiff's damages
14 as stated below.

15 120. At all times mentioned in this complaint, it was a fundamental policy of the State of
16 California that Defendants cannot retaliate against any employee on the basis of engagement in
17 protected activities.

18 121. Plaintiff believes and thereon alleges that Plaintiff's engagement in protected activities,
19 was a factor in Defendants' conduct as alleged hereinabove.

20 122. Such retaliation, resulting in the wrongful termination of Plaintiff's employment on the
21 basis of Plaintiff's engagement in protected activity, was a proximate cause in Plaintiff's damages as
22 stated below.

23 123. The above said acts of Defendants constitute violations of the Government Code, Labor
24 Code, and the public policy of the State of California embodied therein as set forth above. Defendants
25 violated these laws by retaliating against Plaintiff and terminating Plaintiff's employment in retaliation
26 for exercise of protected rights.

27 124. At all times mentioned in this complaint, it was a fundamental policy of the State of
28 California that Defendants cannot retaliate against any employee who engages in protected activity.

1 125. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
2 engagement in protected activities under Labor Code §§ 98.6, 1102.5, and/or 6310 was a proximate
3 cause in Plaintiff's damages as stated below.

4 126. The damage allegations of Paragraphs 46 through 49, inclusive, are herein incorporated
5 by reference.

6 127. The foregoing conduct of Defendants individually, or by and through their officers,
7 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
8 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
9 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
10 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
11 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

12 **SEVENTH CAUSE OF ACTION**
13 **FOR FAILURE TO PAY MINIMUM WAGE RATE IN VIOLATION OF**
14 **LABOR CODE §§ 1182.12, 1194, 1194.2, 1197; L.A.M.C. § 187.00, ET SEQ.**
15 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

16 128. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
17 though set forth in full herein.

18 129. Labor Code §§ 1194, 1197 and 1197.1 (and IWC Wage Order No. 8, 13, 14), establish
19 and protect the right of employees in California to receive minimum wages for their work, in amounts set
20 by California law. During the applicable statutory period, California Labor Code §§ 1182.11, 1182.12
21 and 1197, and the Minimum Wage Order were in full force and effect and required that Plaintiff receive
22 the minimum wage for all hours worked.

23 130. Additionally, the Los Angeles Municipal Code ("L.A.M.C.") § 187.00 was in full force
24 and effect and during the Claim Period, employers operating within the City of Los Angeles were required
25 to pay their employees a minimum of \$16.78 per hour.

26 131. During the Claim Period, Plaintiff performed labor for Defendants for hours which
27 Defendants willfully failed to compensate for. Thus, Defendants necessarily compensated Plaintiff at a
28 rate less than the statutory minimum wage.

1 132. California Labor Code § 1194 states: “Notwithstanding any agreement to work for a lesser
2 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
3 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of
4 this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and
5 costs of suit.”

6 133. Labor Code § 1194.2 provides that, in any action under § 1194 to recover wages because
7 the payment of a wage less than minimum wage fixed by an order of the commission, an employee shall
8 be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
9 thereon.

10 134. During the Claim Period, Plaintiff worked approximately 756 hours (9 weeks x 7 days x
11 12 hours). Pursuant to Los Angeles Municipal Code § 187.00, Defendants should have paid each hour
12 worked by Plaintiff at \$16.78 per hour, but they failed to do so.

13 135. Plaintiff estimates that he is owed approximately \$1,345.68 in unpaid minimum wages.

14 136. Pursuant to Labor Code § 1194.2, Plaintiff is also entitled to \$1,345.68 in liquidated
15 damages.

16 137. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of his minimum
17 wages in an amount to be proven at trial, and is entitled to recover such amounts, plus liquidated damages,
18 plus interest and penalties thereon, and attorney’s fees and costs, under Labor Code §§ 203, 218.5, 226,
19 1194, 1194.2, 1197.1, and applicable IWC Wage Orders.

20 138. Plaintiff requests an award of reasonable attorneys’ fees and costs incurred in this
21 litigation in an amount according to proof at trial, pursuant to Labor Code §§ 218.5 and 1194(a).

22 **EIGHTH CAUSE OF ACTION**

23 **FOR FAILURE TO PROVIDE OVERTIME WAGES**

24 **IN VIOLATION OF LABOR CODE §§, 500, 510, 1194**

25 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

26 139. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
27 though set forth in full herein.

1 140. Pursuant to the IWC Wage Order No. 8, 13, and 14; and Labor Code §§ 500, 510, and
2 1194, Defendants were required to compensate Plaintiff with premium pay for all overtime work
3 performed, which includes time and a half for all hours worked in excess of eight hours per day and/or
4 forty hours per week, and double overtime after twelve hours in any single workday and/or after eight
5 hours on the seventh consecutive day of any work week.

6 141. Defendants failed to pay Plaintiff overtime wages for hours worked in excess of eight
7 hours per day and/or in excess of forty hours per week.

8 142. Defendants failed to pay Plaintiff double overtime wages for hours worked after twelve
9 hours in any single workday and/or after eight hours on the seventh consecutive day of any workweek.

10 143. Pursuant to IWC Wage Order No. 8, 13, 14, and Labor Code §§ 510 and 1194(a), Plaintiff
11 requests an award in the amount of unpaid wages owed him by Defendants for the Claim Period. Plaintiff
12 estimates that he is owed \$20,162.52 in overtimes wages calculated as follows: 9 weeks x 7 days per
13 week, x 4 hours of overtime hours = 252 hours x \$8.89 (OT premium) = \$20,162.52.

14 144. Plaintiff requests an award of reasonable attorneys' fees and costs incurred in this
15 litigation in an amount according to proof at trial, pursuant to Labor Code §§ 218.5 and 1194(a).

16 **NINTH CAUSE OF ACTION**

17 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**

18 **IN VIOLATION OF LABOR CODE §§226.7, 512**

19 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

20 145. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 146. Labor Code §512 requires employers to provide every employee with an uninterrupted
23 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

24 147. Labor Code §226.7 requires an employer to provide every employee with an
25 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
26 substantial portion thereof.

1 148. In the four years last past, Plaintiff regularly worked in excess of 7 hours per day, and
2 was thereby entitled to take an uninterrupted 30-minute meal periods and two 10-minute rest periods
3 on each day of work.

4 149. Defendants failed and refused to provide Plaintiff with uninterrupted rest and meal
5 periods, and failed to compensate Plaintiff for missed or uninterrupted meal and rest periods, as
6 required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11050 and
7 Industrial Welfare Commission Order No. 5-2001.

8 150. During the Claim Period, Plaintiff was not permitted and not advised of his right to take
9 one or more of his statutory 10-minute rest periods nor his 30-minute meal breaks for days on which
10 Plaintiff worked for at least five hours, which was each day he worked.

11 151. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of
12 Regulations §§ 11080, 11130, 11140, and Industrial Welfare Commission Order Nos. 8, 13, and 14.
13 Consequently, Plaintiff is owed one hour of pay at his then regular hourly rate, or the requisite minimum
14 wage, whichever is greater, for each day that he was denied such rest and meal periods.

15 152. Plaintiff has been deprived of his rightfully earned compensation for meal and rest
16 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.
17 Plaintiff estimates he was deprived of approximately 63 meal periods, and at least 63 rest periods.
18 Plaintiff therefore estimates he is owed approximately \$1,047.14 in rest period premiums and
19 \$1,047.14 in meal period premiums.

20 153. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
21 such amounts in the amount of \$2,114.28, pursuant to Labor Code §226.7(b), plus interest thereon and
22 costs of suit.

23 **TENTH CAUSE OF ACTION**
24 **FOR WAITING TIME PENALTIES**
25 **LABOR CODE §§201-203**

26 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

27 154. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

155. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and other compensation due immediately upon termination or within 72 hours of resignation, as required. These wages refer to, at a minimum, meal and rest period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of his employment and which were, at the latest, due within the time restraints of Labor Code §§201-203.

156. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-203.

157. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff is entitled to payment of his underpaid wages in amount of \$7,047.60 in waiting time penalties, calculated based on 30 days of a regular daily wage of approximately \$234.92.

158. Based on Defendants' conduct as alleged herein, Defendants are liable for \$7,047.60 in statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$500,000 as follows:

159. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

160. For payment of unpaid minimum wages due pursuant to Labor Code 1182.12, 1194, 1194.2, 1197; L.A.M.C. § 187.00, and applicable IWC Wage Order(s), in the amount of no less than \$1,345.68 and a similar amount under Labor Code § 1194.2, for a total of \$2,691.36;

161. For payment of missed meal and rest period compensation pursuant to Labor Code §§226.7, 512 in the amount of no less than \$2,114.28;

162. For payment of unpaid overtime wages due pursuant to Labor Code §§ 500, 510, 1194, and applicable IWC Wage Order(s), in the amount of no less than \$20,162.52;

1 163. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
2 than \$7,047.60;

3 164. For criminal sanctions pursuant to Labor Code §§ 98.6 and 1102.5 for retaliatory
4 conduct;

5 165. For statutory penalties pursuant to Labor Code §§ 226(f), 1198.5 in the amount of no
6 less than \$750.00 each, totaling \$1,500;

7 166. For prejudgment interest on all amounts recovered herein pursuant to Labor Code
8 §218.6, Labor Code §1194(a), and/or Civil Code §3287; and

9 167. For prejudgment interest on each of the foregoing at the legal rate from the date the
10 obligation became due through the date of judgment in this matter.

11 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
12 amount according to proof, as follows:

13 168. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
14 condemning Defendants' discriminatory practices;

15 169. For injunctive relief barring Defendants' discriminatory employment policies and
16 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

17 170. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
18 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

19 171. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
20 Code and/or any other basis;

21 172. For post-judgment interest; and

22 173. For any other relief that is just and proper.

23 DATED: April 22, 2024

GUERRA & CASILLAS LLP

25 By: 

26 Ruben Guerra, Esq.
27 Tizoc Perez-Casillas, Esq.
28 Attorneys for Plaintiff
MALACHI METOYER

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JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: April 22, 2024

GUERRA & CASILLAS LLP

By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
MALACHI METOYER