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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By N. Alvarez, Deputy Clerk

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

LOUIE JAMES SEGARA QUIROS, an
individual,

Plaintiff,

v.

EXCELLENT GUARD SERVICES, INC., a
California corporation; FERDINAND DE
GENEZ, an individual; and DOES 1 through 20,
inclusive,

Defendants.

Case No. **23STCV15641**

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. FAILURE TO PROVIDE REASONABLE
ACCOMMODATIONS IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 6. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS IN
VIOLATION OF GOV'T CODE §§12940 ET
SEQ.;**
- 7. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 8. FAILURE TO PAY WAGES (CAL. LABOR
CODE §§201, 1194);**
- 9. FAILURE TO PAY MINIMUM WAGES
(CAL. LABOR CODE §§1182.12, 1194,
1194.2, 1197);**

- 1 10. FAILURE TO PAY OVERTIME
2 COMPENSATION (CAL. LABOR CODE
3 §§510, 1194);
4 11. FAILURE TO INDEMNIFY FOR
5 NECESSARY BUSINESS EXPENSES (CAL.
6 LABOR CODE §2802)
7 12. FAILURE TO PROVIDE MEAL AND
8 REST PERIODS (CAL. LABOR CODE
9 §§226.7, 512);
10 13. FAILURE TO PROVIDE ITEMIZED
11 WAGE AND HOUR STATEMENTS (CAL.
12 LABOR CODE §§226, ET SEQ.);
13 14. WAITING TIME PENALTIES (CAL.
14 LABOR CODE §§201-203);
15 15. PRIVATE ATTORNEY GENERAL ACT
16 (CAL. LABOR CODE §2699, ET SEQ);
17 16. FAILURE TO PERMIT INSPECTION OF
18 PERSONNEL AND PAYROLL RECORDS
19 (CAL. LABOR CODE §§226 AND 1198.5);
20 AND
21 17. FAILURE TO PROVIDE ADEQUATE
22 TIME OFF (CAL. LABOR CODE §§ 551
23 AND 558)

24 DEMAND OVER \$25,000

25 [DEMAND FOR JURY TRIAL]

26 COMES NOW PLAINTIFF, LOUIE JAMES SEGARA QUIROS, and for causes of action
27 against the Defendants and each of them, alleges as follows:

28 **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.

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THE PARTIES

2. Plaintiff, LOUIE JAMES SEGARA QUIROS, 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 EXCELLENT GUARD SERVICES, INC. (hereinafter referred to as “EXCELLENT” and/or “EMPLOYERS”) was and is a California corporation doing business at 1050 Lakes Drive Suite 225, West Covina, 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, Employers owned and operated a private security services.

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

6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 16-2001 and are each any “employer or other person acting on behalf of an employer” as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants FERDINAND DE GENEZ, is an individual resident of the County of Los Angeles, State of California, and are hereinafter individually referred to by last name and collectively referred to as the “INDIVIDUAL DEFENDANTS.” The INDIVIDUAL DEFENDANTS were Employers’ managers, corporate agents, supervisors, and/or employees.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named

1 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged
2 hereinafter.

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

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

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

22 12. Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to prevent
23 discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and
24 wrongful termination under Government Code §§12940, et seq., the California Fair Employment and
25 Housing Act (“FEHA”) with the California Civil Rights Department (“CRD”) and has satisfied Plaintiff’s
26 administrative prerequisites with respect to these and all related filings.

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

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

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

8 a. Employers are completely dominated and controlled by one another and DOES 1-
9 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
10 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
11 accomplish some other wrongful or inequitable purpose.

12 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
13 through one another's unlawful conduct, and by using one another as the funding source for their own
14 personal expenditures.

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

18 d. Employers do not comply with all requisite corporate formalities to maintain a
19 legal and separate corporate existence.

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

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

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

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

FACTUAL ALLEGATIONS

18. On or about September 1, 2020, Excellent Guard Services, Inc. (“Employers”) hired Louie James Segara Quiros (“Plaintiff”) to work as a security guard. Plaintiff was a full-time, non-exempt employee, and performed all of his job duties satisfactorily, before he was wrongfully terminated on or about August 9, 2022.

19. Between September 1, 2020 and August 9, 2022, Plaintiff's hourly wage rate was \$14. During this time period, Plaintiff's fixed schedule was seven days per week, Monday through Sunday for approximately 8 to 14 hours per day.

20. Plaintiff worked approximately 44 hours each week, for which Plaintiff received no wages at all, not Plaintiff's hourly wage rate, or even the requisite minimum wage.

1 21. Plaintiff worked approximately 44 overtime hours each week, but was not paid for these
2 hours at all.

3 22. Plaintiff's fixed schedule was seven days per week, Monday through Sunday, for
4 approximately 7 to 14 hours per day.

5 23. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
6 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
7 thereof. One or more of Plaintiff's 10-minute rest periods were not provided on approximately 341 days.

8 24. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
9 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
10 worked. Throughout Plaintiff's employment, Plaintiff did not receive a second uninterrupted statutory
11 30-minute meal periods for days on which Plaintiff worked at least 10 hours, which was 7 days each
12 week. One or more of Plaintiff's 30-minute meal periods were not provided on approximately 341 days.

13 25. Throughout Plaintiff's employment, Plaintiff worked for more than six consecutive days
14 without a day off.

15 26. Throughout his employment, Plaintiff purchased necessary work equipment such as a
16 body camera and stun gun, but was not reimbursed. Plaintiff also used his personal vehicle to make
17 rounds from site to site, but was not reimbursed for any vehicle expenses.

18 27. Plaintiff's employment with Employer ended on August 9, 2022. Plaintiff was not paid
19 the unpaid minimum wages/overtime wages/unpaid meal and rest break compensation at the time of
20 Plaintiff's separation, or ever.

21 28. On or about April 1, 2021, Plaintiff suffered injuries to his back, arm and wrist while
22 working on site. Plaintiff sustained these injuries as he was thwarting a would-be thief at the work site.
23 Plaintiff required immediate medical treatment, but was forced to complete his shift. Plaintiff went to
24 the hospital the next day for treatment.

25 29. Thereafter, Plaintiff continued to be in pain from the April 1, 2021 incident. On or about
26 August 7, 2022, Plaintiff complained to Employers and its owner, Ferdinand De Genez, and requested a
27 day off so that he could seek medical attention. Employers and Mr. De Genez refused to accommodate
28 Plaintiff request. The following day on August 7, 2022, Plaintiff sought medical attention on his own.

1 Plaintiff was taken off work for two days to August 9, 2022. Plaintiff provided the doctor's note to
2 Employers and Mr. De Genez. Plaintiff attempted to return to work on August 9, 2022. However,
3 Employers did not provide any work to him and never contacted Plaintiff again, thereby wrongfully
4 terminating him.

5 30. Employers knew that Plaintiff had a disability or perceived him to have a disability but
6 did not offer to accommodate Plaintiff's disability. Employers did not engage in any genuine good faith
7 interactive process with Plaintiff to determine accommodations for his disability or perceived disability.

8 31. Based on the events set forth above, Plaintiff believes Employers discriminated, harassed,
9 and retaliated against and terminated Plaintiff based upon his disability, real or perceived, medical
10 condition, real or perceived, request for accommodations for his disability, engagement in protected
11 activities, and denied Plaintiff accommodations, denied Plaintiff an interactive process, and actually or
12 constructively and wrongfully terminated Plaintiff. Employers failed and refused to stop and prevent
13 discrimination and retaliation against Plaintiff, and Plaintiff was actually or constructively wrongfully
14 terminated. In the event that Employers claim Plaintiff was not terminated, then Employers have failed
15 and continue to fail to engage in a good faith interactive process to provide reasonable accommodations
16 and return Plaintiff to his employment.

17 32. At all relevant times, Defendants failed to properly engage in a good faith interactive
18 process in an effort to properly accommodate Plaintiff's disability and/or medical condition such that
19 Plaintiff could continue working for Defendants.

20 33. At all relevant times, Defendants failed to reasonably accommodate Plaintiff even though
21 Plaintiff was able to perform the essential job duties of Plaintiff's position or another position with or
22 without accommodations.

23 34. Plaintiff's termination was substantially motivated by Plaintiff's disability or perceived
24 disability, medical condition or perceived medical condition, request for accommodation, and/or
25 engagement in protected activities, without any discussion of disability accommodations or any good
26 faith attempt to engage in the interactive process with Plaintiff. Defendants' discriminatory animus is
27 evidenced by the previously mentioned facts.

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1 35. Defendants' conduct described herein was undertaken, authorized, and/or ratified
2 Defendants' officers, directors and/or managing agents, including, but not limited to FERDINAND DE
3 GENEZ and those identified herein as DOES 1 through 20, who were authorized and empowered to make
4 decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing
5 agents and individuals was therefore undertaken on behalf of Defendants who further had advanced
6 knowledge of the actions and conduct of said individuals whose actions and conduct were ratified,
7 authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this
8 time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

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

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

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

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

22
23 **FIRST CAUSE OF ACTION**
24 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
25 **AGAINST ALL DEFENDANTS**

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

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

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

5 43. FEHA requires Defendants to refrain from discriminating against an employee on the
6 basis of disability and/or medical condition, real or perceived, and to prevent discrimination and
7 harassment on the basis of disability and/or medical condition, real or perceived, use of medical leave,
8 and engagement in protected activities from occurring.

9 44. Plaintiff was a member of multiple protected classes as a result of Plaintiff’s disability,
10 medical condition and/or the perception that Plaintiff was suffering from a disability and/or medical
11 condition.

12 45. At all times relevant hereto, Plaintiff was performing competently in the position Plaintiff
13 held with Defendants.

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

17 47. Plaintiff is informed and believes that Plaintiff’s disability and/or medical condition, real
18 and perceived, and/or some combination of these protected characteristics under Government Code
19 §12926(j) were motivating reasons and/or factors in the decisions to subject Plaintiff to the
20 aforementioned adverse employment actions.

21 48. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff’s
22 damage as stated below.

23 49. The damage allegations are herein incorporated by reference.

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

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

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6 **SECOND CAUSE OF ACTION**
7 **FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
8 **AGAINST ALL DEFENDANTS**

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

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

13 54. As such term is used under FEHA, "on the bases enumerated in this part" means or refers
14 to harassment on the bases of one or more of the protected characteristics under FEHA.

15 55. These laws set forth in the preceding paragraph require Defendants to refrain from
16 harassing, or creating, or maintaining a hostile work environment against an employee based upon the
17 employee's disability and/or medical condition, real or perceived, use of medical leave, and engagement
18 in protected activities, as set forth hereinabove.

19 56. Defendants' harassing conduct was severe or pervasive, was unwelcome by Plaintiff, and
20 a reasonable person in Plaintiff's circumstances would have considered the work environment to be
21 hostile or abusive.

22 57. Defendants violated the FEHA and the public policy of the State of California which is
23 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of
24 Plaintiff's disability and/or medical condition, real or perceived, use of medical leave, engagement in
25 protected activities, and/or some combination of these protected characteristics, as set forth hereinabove.

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

1 59. The above said acts of Defendants constitute violations of the FEHA and violations of the
2 public policy of the State of California. Such violations were a proximate cause in Plaintiff's damage as
3 stated below.

4 60. The damage allegations are herein incorporated by reference.

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

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

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14 **THIRD CAUSE OF ACTION**
15 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
16 **AGAINST ALL DEFENDANTS**

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

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

21 65. These laws set forth in the preceding paragraph require Defendants to refrain from
22 retaliating against an employee for engaging in protected activity.

23 66. Plaintiff engaged in the protected activities of requesting accommodation, requesting
24 medical leave and/or exercising Plaintiff's right to medical leave, and complaining about and protesting
25 Defendants' discriminatory and harassing conduct towards Plaintiff based upon Plaintiff's disability,
26 medical condition, real or perceived, and use of medical leave.

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1 67. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,
2 failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate
3 and/or return to work, and termination, and was harmed thereby.

4 68. Plaintiff is informed and believes that Plaintiff's conduct of requesting accommodation,
5 requesting medical leave and/or exercising Plaintiff's right to medical leave, complaining about and
6 protesting about Defendants' discriminatory and harassing conduct, and/or some combination of these
7 factors, were motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned
8 adverse employment actions.

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

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

14 71. The above said acts of Defendants constitute violations of the FEHA and were a proximate
15 cause in Plaintiff's damage as stated below.

16 72. The damage allegations are herein incorporated by reference.

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

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

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FOURTH CAUSE OF ACTION
FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION
IN VIOLATION OF GOV'T CODE §12940(k)
AGAINST ALL DEFENDANTS

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

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

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

78. The damage allegations are herein incorporated by reference.

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

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

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FIFTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS
IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST ALL DEFENDANTS

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

82. At all times hereto, the FEHA, including in particular Government Code §12940(m), was in full force and effect and was binding upon Defendants. This subsection imposes an ongoing duty on Defendants to make reasonable accommodation for the known physical disability and/or medical condition of an employee.

83. At all relevant times, Plaintiff was a member of a protected class within the meaning of, in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff had a disability, a physical condition that affected Plaintiff's major life activities, and medical condition of which Defendants had both actual and constructive knowledge.

84. At all times herein, Plaintiff was willing and able to perform the duties and functions of the position in which Plaintiff was employed or could have performed the duties and functions of that position with reasonable accommodations. At no time would the performance of the functions of the employment position, with a reasonable accommodation for Plaintiff's disability or medical condition, actual or as it was perceived by Defendants, have been a danger to Plaintiff's or any other person's health or safety. Accommodation of Plaintiff's disability, real or perceived, or medical condition, real or perceived by Defendants, would not have imposed an undue hardship on Defendants. Defendants failed and refused to accommodate Plaintiff's disability, failed to engage in the interactive process with Plaintiff and continue to violate this obligation, up to and including the date of Plaintiff's termination or, if Defendant contends Plaintiff was never terminated, through the present and ongoing.

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

86. The damage allegations are herein incorporated by reference.

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

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

9
10 **SIXTH CAUSE OF ACTION**
11 **FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**
12 **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
13 **AGAINST ALL DEFENDANTS**

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

16 90. At all times hereto, the FEHA, including in particular Government Code §12940(n), was
17 in full force and effect and was binding upon Defendants. This subsection imposes an ongoing duty on
18 Defendants to engage in a timely, good faith, interactive process with the employee to determine effective
19 reasonable accommodations, if any, in response to a request for reasonable accommodation by an
20 employee with a known physical disability or known medical condition and/or becoming aware of the
21 employee's need for accommodation.

22 91. At all relevant times, Plaintiff was a member of a protected class within the meaning of,
23 in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff had a physical disability
24 that affected Plaintiff's major life activities, and medical condition of which Defendants had both actual
25 and constructive knowledge.

26 92. Plaintiff reported the disability to Defendants and requested accommodation, triggering
27 Defendants' obligation to engage in the interactive process with Plaintiff, but at all times herein,
28 Defendants failed and refused to do so. Thereafter, despite Defendants continuing obligation to engage

1 in the interactive process with Plaintiff, despite Plaintiff's submission of a doctors' notes identifying
2 Plaintiff's condition and Plaintiff's desire to continue working in some capacity, Defendants failed and
3 refused to have any dialogue with Plaintiff whatsoever, on any of these occasions, and Defendants
4 violated, and continued to violate this obligation up to and including the date of Plaintiff's termination
5 or, if Defendant contends Plaintiff was never terminated, through the present and ongoing.

6 93. The above said acts of Defendants constitute violations of the FEHA and were a proximate
7 cause in Plaintiff's damage as stated below.

8 94. The damage allegations are herein incorporated by reference.

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

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

17
18 **SEVENTH CAUSE OF ACTION**
19 **FOR WRONGFUL TERMINATION**
20 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
21 **AGAINST ALL DEFENDANTS**

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

24 98. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
25 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
26 discriminating against any employee on the basis of disability, medical condition, real or perceived, and
27 use of medical leave, and from retaliating against any employee who engages in protected activity.
28

1 99. At all times mentioned in this complaint, it was a fundamental policy of the State of
2 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
3 disability, medical condition, real or perceived, use of medical leave and/or engagement in protected
4 activity.

5 100. Plaintiff believes and thereon alleges that Plaintiff's disability and/or medical condition,
6 real or perceived, use of medical leave, engagement in protected activity with respect to these protected
7 classes, and/or some combination thereof, were factors in Defendants' conduct as alleged hereinabove.

8 101. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
9 employment on the basis of disability, medical condition, real or perceived, or use of medical leave,
10 Plaintiff's complaining of harassment and discrimination due to these protected classes, Plaintiff's
11 engagement in protected activity, and/or some combination of these factors, were a proximate cause in
12 Plaintiff's damages as stated below.

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

17 103. The damage allegations are herein incorporated by reference.

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

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SIXTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 1182.12, 1194, 1194.2
AGAINST ALL DEFENDANTS

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

106. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and required by 8 Code of Regulations §11160, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

107. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

108. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

109. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of \$50.00 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting on behalf of an employer is liable in the amount of \$100.00 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

110. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated above based upon Defendants' underpayment of minimum and overtime wages. Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code §558 on one pay period, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants are penalized \$100.00 each subsequent violation.

SEVENTH CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST ALL DEFENDANTS

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

112. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum wage for every hour worked.

113. The historical minimum wage requirements in California are as follows:

Effective	26+ employees	1-25 employees
1/1/20	\$13.00	\$12.00
1/1/19	\$12.00	\$11.00
1/1/18	\$11.00	\$10.50
1/1/17	\$10.50	\$10.00

Effective	New wage	Old Wage
1/1/16	\$10.00	\$9.00
7/1/14	\$9.00	\$8.00
1/1/08	\$8.00	\$7.50
1/1/07	\$7.50	\$6.75

114. The historical minimum wage requirements in California and City of Los Angeles pursuant to Ordinance No. 183612 are as follows:

Effective	26+ employees	1-25 employees
7/1/20	\$15.00	\$14.25
7/1/19	\$14.25	\$13.25
7/1/18	\$13.25	\$12.00
7/1/17	\$12.00	\$10.50
7/1/16	\$10.50	\$10.00

Effective	New wage	Old Wage
1/1/16	\$10.00	\$9.00
7/1/14	\$9.00	\$8.00
1/1/08	\$8.00	\$7.50
1/1/07	\$7.50	\$6.75

1
2 115. At all relevant times, Employers employed [26 or more employees/25 or less employees].

3 116. At all relevant times, Employers failed and refused to pay Plaintiff the legal minimum
4 wage in the State of California, as set forth in Labor Code §1182.12.

5 117. Defendants failed to pay Plaintiff the requisite minimum wage in each of the following
6 ways in the four years immediately preceding the filing of this complaint:

7 a. From September 1, 2020 to August 9, 2022, Plaintiff worked approximately 44
8 hours per week without getting paid anything. Therefore Plaintiff is owed \$30,184.00 calculated at 44
9 hours per week for 49 weeks, at \$14 per hour.

10 118. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum
11 wages in the amount of \$30,184.00.

12 119. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
13 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action
14 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between
15 the straight time compensation paid and applicable minimum wage, including interest thereon.

16 120. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable
17 attorneys' fees and costs incurred by Plaintiff in this action.

18 121. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
19 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
20 additional \$30,184.00, plus interest thereon.

21
22 **EIGHTH CAUSE OF ACTION**
23 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
24 **LABOR CODE §§510, 1194**
25 **AGAINST ALL DEFENDANTS**

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

1 123. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
2 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
3 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
4 hours in a single day. It also requires employers to pay their non-exempt employees overtime
5 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
6 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
7 consecutive day of work.

8 124. At all relevant times, Defendants required Plaintiff to work more than eight hours per day
9 and/or more than 40 hours per workweek.

10 125. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
11 compensation required by Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare
12 Commission Order No. 16-2001.

13 126. In the four years last past, Plaintiff worked 44 hours of overtime each week, all of which
14 should have been paid at 1.5 times Plaintiff's regularly hour wage rate at that time. Defendants failed to
15 pay Plaintiff the requisite overtime wages in each of the following ways in the four years immediately
16 preceding the filing of this complaint:

17 a. From approximately September 1, 2020 to August 9, 2022, Plaintiff's hourly
18 overtime rate was \$21. During this time period, Plaintiff worked an average of 44 hours of overtime each
19 week, for 49 weeks, or 2,156 hours, but did not receive any wages for these hours at all. Therefore, less
20 the minimum wage portion of \$14 per hour which Plaintiff has already claimed in the preceding cause of
21 action, Plaintiff is owed \$7 for each of those hours, totaling \$15,092.00.

22 127. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
23 Code §510, 8 Code Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

24 128. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
25 of \$15,092.00., above and beyond the minimum wages sought in the preceding cause of action for these
26 same hours.

27 ///

28 ///

1 129. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
2 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
3 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

4
5 **NINTH CAUSE OF ACTION**
6 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**
7 **LABOR CODE §2802**
8 **AGAINST ALL DEFENDANTS**

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

11 131. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to
12 patronize his or her employer, or any other person, in the purchase of any thing of value."

13 132. Pursuant to Labor Code §2802(a), "an employer shall indemnify his or her employee for
14 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
15 his or her duties, or of his or her obedience to the directions of the employer."

16 133. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the
17 duties required by Defendants, as alleged hereinabove.

18 134. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff
19 for all necessary expenditures incurred in the performance of Plaintiff's duties.

20 135. Defendants have failed and refused to reimburse Plaintiff for all necessary business
21 expenditures, including: body camera, stun gun, personal car to make security rounds from site to site
22 was not reimbursed.

23 136. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
24 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary
25 aforementioned expenditures.

26 137. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
27 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial.
28

1 138. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the
2 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary
3 expenditure or loss.

4 139. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff
5 reasonable attorneys' fees and costs incurred in this action.

6
7 **TENTH CAUSE OF ACTION**
8 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
9 **LABOR CODE §§226.7, 512**
10 **AGAINST ALL DEFENDANTS**

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

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

15 142. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
16 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
17 thereof.

18 143. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and
19 was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each
20 day of work.

21 144. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
22 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
23 applicable sections of 8 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-
24 2001, as follows:

25 a. From approximately September 1, 2020 to August 9, 2022, Plaintiff's statutory 30-
26 minute meal periods were interrupted and cut short approximately 3 times per day, or on approximately
27 341 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-
28 minute rest periods on approximately 341 days.

1 145. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
2 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-2001. Consequently,
3 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
4 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
5 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
6 that Plaintiff was denied such rest periods, calculated as follows:

7 a. From approximately September 1, 2020 to August 9, 2022, Defendants failed to
8 provide Plaintiff with an uninterrupted statutory meal period on approximately 341 separate days.
9 Consequently, Plaintiff is owed one hour of pay at \$14 for each day, or \$4,774.00, plus interest thereon,
10 for unpaid interrupted meal periods. During this same time period, Defendants failed to provide Plaintiff
11 with the statutory rest period on approximately 341 separate days. Consequently, Plaintiff is owed one
12 hour of pay at \$14 for each day, or \$4,774.00, plus interest thereon, for unpaid rest periods. Thus, Plaintiff
13 is owed a total of \$9,548.00, plus interest thereon, for unpaid meal and rest periods for this time period.

14 146. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
15 period is \$9,548.00.

16 147. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
17 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

18 Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover such
19 amounts in the combined amount of \$9,548.00, pursuant to Labor Code §226.7(b), plus interest thereon
20 and costs of suit.

21
22 **ELEVENTH CAUSE OF ACTION**

23 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**

24 **LABOR CODE §§226 ET SEQ.**

25 **AGAINST ALL DEFENDANTS**

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

1 149. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
2 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
3 total deductions and net wages earned. An employer who violates these code sections is liable to its
4 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
5 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
6 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
7 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
8 at all.

9 150. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
10 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
11 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

12 151. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
13 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
14 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
15 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
16 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
17 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying
18 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not
19 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
20 of the required information, including hours actually worked.

21 152. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

22 153. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
23 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
24 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
25 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
26 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
27 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
28

1 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
2 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

3 154. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
4 §226 approximately once during the one year preceding the filing of this complaint. Consequently,
5 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
6 amount of \$4,000.00, whichever is greater.

7 155. In addition thereto, for Defendant's one violation, Defendants are penalized \$250.00 for
8 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each subsequent
9 violation.

10 156. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
11 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
12 applicable provisions, as well as attorneys' fees and costs.

13
14 **TWELFTH CAUSE OF ACTION**
15 **FOR WAITING TIME PENALTIES**
16 **LABOR CODE §§201-203**
17 **AGAINST ALL DEFENDANTS**

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

20 158. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
21 other compensation due immediately upon termination or within 72 hours of resignation, as required.
22 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
23 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
24 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
25 203.

26 159. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
27 203.

28 ///

1 160. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
2 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
3 more than \$3,360.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
4 \$112, inclusive of overtime.

5 161. Based on Defendants' conduct as alleged herein, Defendants are liable for \$3,360.00 in
6 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
7 fees and costs.

8
9 **THIRTEENTH CAUSE OF ACTION**
10 **FOR PRIVATE ATTORNEY GENERAL ACT**
11 **LABOR CODE §2699**
12 **AGAINST ALL DEFENDANTS**

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

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

18 164. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
19 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
20 previously pleaded in this Complaint.

21 165. On April 18, 2023, more than 63 calendar days before filing this Complaint, Plaintiff
22 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
23 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
24 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
25 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is
26 enumerated among the serious violations set forth in Labor Code §2699.5.

27 ///

28 ///

1 166. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
2 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
3 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

4 167. As a direct and proximate result of Defendants' California Labor Code violations as set
5 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per
6 pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each
7 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
8 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
9 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

10 168. Plaintiff may also seek these penalties on behalf of himself/herself and these same
11 penalties on behalf of all other aggrieved employees.

12 169. Plaintiff is also entitled to reasonable attorneys' fees and costs, and 25% of the recovered
13 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

14
15 **FOURTEENTH CAUSE OF ACTION**

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

17 **LABOR CODE §§226 AND 1198.5**

18 **AGAINST ALL DEFENDANTS**

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

21 171. Labor Code §226(c) requires an employer, within twenty-one days of an oral or written
22 request thereof, to inspect or receive a copy of an employee's payroll records. An employer's failure to
23 do so subjects the employer to a \$750.00 penalty pursuant to Labor Code §226(f), payable to the
24 employee.

25 172. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request
26 thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's
27 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

1 173. On January 23, 2023, Plaintiff made a written request to inspect or receive a copy of
2 Plaintiff's personnel and payroll records from Defendants, which Defendants received.

3 174. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and
4 payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within
5 the time required by Labor Code §§226 and/or 1198.5, or ever.

6 175. As a result of Defendants' failure and refusal to comply with Labor Code §226(c), Plaintiff
7 is entitled to recover from Defendants a civil penalty of \$750.00.

8 176. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,
9 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

10 177. As a further result of Defendants' failure and refusal to comply with Labor Code §§ 226
11 and 1198.5, Plaintiff has been forced to bring this action seeking injunctive relief to obtain these files,
12 entitling Plaintiff to attorney's fees and costs pursuant to Labor Code §§ 226(h) and 1198.5(l).

13
14 **FIFTEENTH CAUSE OF ACTION**
15 **FAILURE TO PROVIDE ADEQUATE TIME OFF**
16 **LABOR CODE §§ 551, 558**
17 **AGAINST ALL DEFENDANTS**

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

20 179. Labor Code §551 requires employers to provide every employee to one day's rest
21 therefrom in seven in every person employed in any occupation of labor is entitled.

22 180. Labor Code §558 punishes employers who commit wage and hour violations with civil
23 penalties of \$50 for a first violations and \$100 for subsequent violation. These civil penalties are in
24 addition to any back wages the employers owe to their aggrieved employees.

25 181. In the four years past, Plaintiff regularly worked 7 days a week without getting any one
26 day's rest.

27 182. Defendant failed and refused to provide Plaintiff with one day's rest for every 7 days
28 worked as required by §551.

1
2 **PRAYER FOR RELIEF**

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

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

9 2. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
10 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 16-2001, in the amount of no less than
11 \$30,184.00;

12 3. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194,
13 Industrial Welfare Commission Order No. 16-2001, and 8 Code of Regulations §11160, in the amount of
14 no less than \$15,092.00;

15 4. For statutory penalties or damages pursuant to Labor Code §558

16 5. For reimbursement of necessary business expenses pursuant to Labor Code §2802, plus
17 interest;

18 6. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
19 in the amount of no less than \$9,548.00;

20 7. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
21 than \$3,360.00;

22 8. For statutory penalties pursuant to Labor Code §2699(f), in the amount according to proof
23 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved employees, in
24 an amount according to proof;

25 9. For return of all monies converted by Defendants, plus general damages for mental pain
26 and anguish and emotional distress;

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

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

3 11. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
4 condemning Defendants' discriminatory practices;

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

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

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

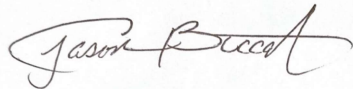
11 15. For post-judgment interest; and

12 16. For any other relief that is just and proper.

13
14 DATED: July 5, 2023

DOWNTOWN L.A. LAW GROUP, LLP

15
16 By:



Jason J. Buccat, Esq.
Attorney for Plaintiff
LOUIE JAMES SEGARA QUIROS

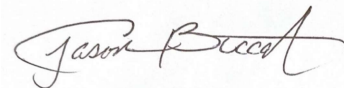
17
18
19 **JURY TRIAL DEMANDED**

20 Plaintiff demands trial of all issues by jury.

21
22 DATED: July 5, 2023

DOWNTOWN L.A. LAW GROUP, LLP

23
24 By:



Jason J. Buccat, Esq.
Attorney for Plaintiff
LOUIE JAMES SEGARA QUIROS