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9 DARRELL G. SCHORGER

10 **SUPERIOR COURT OF CALIFORNIA**

11 **FOR THE COUNTY OF PLACER**

12
13 DARRELL G. SCHORGER, individually,
14 and on behalf of all other similarly situated,

15 Plaintiff,

16
17 vs.

18
19 BILL EADS RV'S INC., a California
20 corporation; BILL EADS RV
21 WHOLESALE, a California limited
22 partnership; and DOES 1 to 20, inclusive,

23 Defendants.
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ELECTRONICALLY FILED

Superior Court of California,
County of Placer

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By: Robin Hall
Deputy Clerk

Case No. S-CV-0051018

COMPLAINT FOR DAMAGES:

1. Solicitation of Employee by Misrepresentation (Cal. Lab. Code § 970);
2. Preventing Subsequent Employment by Misrepresentation (Cal. Lab. Code § 1050);
3. Disability Discrimination in Violation of Cal. Gov't Code § 12940(a);
4. Failure to Engage in the Interactive Process in Violation of Cal. Gov't Code § 12940(n);
5. Failure to Provide Reasonable Accommodation in Violation of Cal. Gov't Code § 12940(m).
6. Failure to Take All Reasonable Steps to Prevent Discrimination in Violation of Cal. Gov't Code § 12940(k);
7. Retaliation in Violation of Cal. Lab. Code § 1102.5;
8. Wrongful Termination in Violation of Public Policy;
9. Failure to Pay Minimum Wages;

10. Failure to Pay Overtime Wages;
11. Meal Break Penalties
12. Rest Break Penalties
13. Failure to Pay Reimbursements for Expenses;
14. Waiting Time Penalties;
15. Failure to Provide Accurate Wage Statements;
16. Failure to Provide Payroll Records Upon Request;
17. Failure to Provide Personnel Records Upon Request;
18. Failure to Keep Accurate Payroll Records;
19. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*; and
20. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

JURY TRIAL DEMANDED

Plaintiff DARRELL G. SCHORGER (“Plaintiff”), on behalf of himself and all other similarly situated employees, hereby files this Complaint against Defendants BILL EADS RV’S INC., a California corporation (“Defendant”); BILL EADS RV WHOLESALE, a California limited partnership; and DOES 1 to 20, inclusive, (collectively, “Defendants”). Plaintiff alleges the following:

PARTIES AND JURISDICTION

1. Plaintiff is an individual over the age of eighteen (18) and is now, and at all relevant times mentioned in this Complaint, a resident of the State of California.

2. Plaintiff was employed by Defendants at their Loomis and Rocklin, California locations from approximately October 21, 202 until his wrongful discharge on or about June 9, 2022.

3. Plaintiff is informed and believes, and thereon alleges, that Defendant Bill Eads RV’s Inc. is a California corporation with its principal place of business in Rocklin, California, and is engaged in the business of retail sales of new and used recreational vehicles in the State of California.

4. Plaintiff is informed and believes, and thereon alleges, that Defendant Bill Eads RV Wholesale is a California limited partnership having its principal place of business in Lincoln, California.

5. Plaintiff is further informed and believes, and thereon alleges, that each of the defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

6. Plaintiff has filed a complaint of discrimination with the State of California Civil Rights Department against Defendants within the applicable statutory period and received a Notice of Right to Sue on June 19, 2023.

7. On May 31, 2023, Plaintiff filed his California Labor Code section 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate Plaintiff’s PAGA claims. As such, Plaintiff has exhausted his administrative remedies under the PAGA.

FACTUAL ALLEGATIONS

8. In or about early October 2021, Plaintiff, while residing in Florida, submitted a job application for a handyman position with Defendants through an online job recruitment site.

9. Shortly after submitting the job application, Plaintiff received a call from Defendants' sales manager to discuss Plaintiff's application for the handyman position. During the phone interview, Plaintiff disclosed that he had recently been involved in a car accident, which resulted in severe back and neck injuries that limited his ability to lift heavy objects. Plaintiff also informed the sales manager

1 that he suffered from post-traumatic stress disorder ("PTSD") and explained that certain triggers could
2 lead to self-isolation or withdrawal. Defendants' sales manager assured Plaintiff that Defendants
3 would accommodate his disabilities, including by providing assistance with lifting heavy objects, and
4 offered him the handyman position at a starting rate of \$29.00 per hour. Relying on these
5 representations, Plaintiff accepted the position and relocated from Florida to California to begin
6 working as a handyman for Defendant.

7 10. On or about October 21, 2021, Plaintiff reported to work to commence his new job as
8 a handyman. However, to Plaintiff's surprise, during Plaintiff's journey from Florida to California,
9 Defendants' management had unilaterally decided to make him an RV Technician instead of a
10 handyman as promised. Plaintiff was further informed that the handyman position was no longer
11 available, but there might be occasional handyman tasks for him to undertake on weekends. Faced
12 with having recently relocated over 2,000 miles and limited immediate job prospects, Plaintiff felt
13 compelled to accept the position as an RV Technician at Defendants' service center.

14 11. In his role as an RV Technician, Plaintiff was required to perform repairs and
15 maintenance on RVs outdoors since Defendants lacked a garage facility for RV repairs. Due to the
16 absence of a vehicle lift, Plaintiff frequently had to conduct work by lying on the ground beneath an
17 RV, directly on asphalt or concrete surfaces, which aggravated Plaintiff's neck and spinal injuries.
18 Moreover, unlike Defendants' showrooms, the service center where Plaintiff was assigned did not
19 have a restroom. The nearest restroom was approximately four blocks away, and Plaintiff was
20 prohibited from using it without obtaining prior permission from his supervisor.

21 12. Approximately three months into his employment with Defendants, Plaintiff was able
22 to access to his online wage statements. Upon reviewing the statements, Plaintiff discovered that he
23 was being paid \$24.00 per hour instead of the promised rate of \$29.00 per hour. Plaintiff complained
24 to management and was given a raise of \$2.00 per hour. However, even with this adjustment, Plaintiff's
25 hourly rate still fell short by \$3.00 of the promised \$29.00 per hour.

26 13. While working as an RV Technician, Plaintiff was subjected to verbal harassment by
27 Defendants' Head RV Technician, Jeff Helm. This harassment ensued after Defendants' Human
28 Resources Manager, Katelyn Smith, asked Plaintiff to approach Mr. Helm and request that he cease

1 using racial slurs towards another employee. After Plaintiff confronted Mr. Helm about his
2 discriminatory and unprofessional behavior in the workplace, Mr. Helm began subjecting Plaintiff to
3 various forms of verbal harassment, including, among other things, the use of derogatory epithets such
4 as "snitch," as well as encouraging Plaintiff's coworkers to engage in similar derogatory treatment.

5 14. Faced with the relentless harassment from Mr. Helm, Plaintiff made the decision to
6 approach Defendants' owner, Bill Eads Sr., to tender his resignation. Acknowledging Plaintiff's
7 exemplary work ethic and worth, Mr. Eads proposed a solution by offering Plaintiff a role as a
8 handyman responsible for tasks within the company's showroom. Plaintiff reluctantly agreed to remain
9 employed with Defendants as their handyman.

10 15. As a handyman for Defendant, Plaintiff was responsible for a range of tasks, including
11 but not limited to installing flooring, painting, and constructing office walls. Regrettably, these job
12 duties often entailed strenuous lifting, which exacerbated Plaintiff's back and neck injuries. Despite
13 Defendants' earlier assurance to provide assistance with heavy lifting, Plaintiff was consistently
14 denied such support. Plaintiff reiterated to Ms. Smith, about his need for assistance with lifting heavy
15 objects due to his neck and back injuries, but Defendants failed to provide him with any
16 accommodation.

17 16. In early June 2022, Plaintiff called out of work due to symptoms arising from his PTSD.
18 Plaintiff advised Defendants when he called out that he was doing so because of his PTSD. Upon his
19 return to work on or about June 9, 2022, Plaintiff was terminated under the pretext of inadequate
20 workmanship with respect to an office wall he constructed. This pretextual reasoning was used to mask
21 the discriminatory motive behind his dismissal, which was related to Plaintiff's PTSD.

22 17. Prior to this wrongful termination, Plaintiff complained to Defendants' management
23 that he was not being paid for all overtime hours worked. Plaintiff is informed and believes, and
24 thereon alleges, that Plaintiff's complaint about overtime was a substantial factor in Defendants'
25 decision to terminate him.

26 18. Following his wrongful termination, Plaintiff conducted an exhaustive job search and
27 secured a position as a Facilities Operations Specialist for a government contractor providing services
28 to the U.S. Department of Energy's Western Area Power Administration ("WAPA"). However,

1 continued employment in this position was conditioned upon Plaintiff passing a background
2 investigation required by the WAPA.

3 19. Approximately three months after commencing his employment as a Facilities
4 Operations Specialist, Plaintiff was unexpectedly terminated upon the completion of his background
5 investigation. Plaintiff is informed and believes, and thereon alleges that he was determined to be
6 unsuitable for the Facilities Operations Specialist position because Defendants misrepresented
7 information about his PTSD during the background investigation conducted for the WAPA.

8 20. After his unexpected termination from the Facilities Operations Specialist position,
9 Plaintiff was unable to secure new employment offers until he omitted his experience with Defendants
10 from his job applications. Plaintiff is informed and believes, and thereon alleges that he was unable to
11 secure new employment offers as a result of Defendants misrepresenting information about his PTSD
12 to prospective employers.

13 Wage and Hour Allegations

14 21. Plaintiff and similarly situated employees worked for Defendants as hourly, non-
15 exempt employees in California.

16 22. Defendants regularly required Plaintiff and similarly situated employees to work
17 through their statutorily required meal periods. Defendants failed to provide Plaintiff and other
18 similarly situated employees a 30-minute, duty-free meal period before the end of the fifth hour of
19 work as required under the law.

20 23. When Plaintiff and similarly situated employees were provided a meal break before
21 the fifth hour of work, those meal periods were regularly interrupted within 30 minutes of the start of
22 the meal period. Work performed during meal breaks was also not compensated, resulting in unpaid
23 off-the-clock work.

24 24. Defendants also failed to provide rest periods to Plaintiff and similarly situated
25 employees for every 4 hours worked or major fraction thereof. Defendants' management was aware
26 this was occurring and did not ensure rest periods were provided to Plaintiff and similarly situated
27 employees in compliance with California law.

1 25. Defendants failed to pay Plaintiff and similarly situated employees for all statutorily
2 required meal and rest premiums owed for non-compliant and missed meal and rest periods.

3 26. Additionally, Plaintiff and similarly situated employees were required to incur
4 business-related expenses for which they were not compensated. For example, Plaintiff and similarly
5 situated employees were required to provide their own tools and use their personal cell phones for
6 work purposes, but were not reimbursed by Defendants. Additionally, Plaintiff was required to use his
7 own truck, but was not reimbursed by Defendants for the use of his truck.

8 27. As a result of the violations listed above, Defendants did not provide Plaintiff and
9 similarly situated employees legally compliant wage statements noting, among other things, total
10 hours worked, gross wages earned, the amount of meal and rest period premium pay owed.

11 28. Defendants also did not provide Plaintiff and similarly situated aggrieved employees
12 all wages owed upon their termination or within seventy-two (72) hours of their separation from
13 employment. Plaintiff was not paid for all hours worked after his termination and still has not
14 received all wages earned.

15 29. Defendants also did not provide Plaintiff and similarly situated aggrieved employees with
16 payroll records upon request. Shortly after Defendants wrongfully terminated Plaintiff, Plaintiff
17 requested Defendants provide him a copy of his wage statements, but was not provided his wage
18 statements within 21 days as required by California Labor Code section 226(f).

19 30. Defendants also did not provide Plaintiff and similarly situated aggrieved employees with
20 personnel records upon request. Shortly after Defendants wrongfully terminated Plaintiff, Plaintiff
21 requested Defendants provide him a copy of his wage statements, but he was not provided his wage
22 statements within 30 days as required by California Labor Code section 1198.5.
23

24
25 **FIRST CAUSE OF ACTION**
26 **Solicitation of Employee by Misrepresentation**
27 **Cal. Lab. Code § 970**
28 **(Against All Defendants)**

31. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
above as though fully set forth herein.

1 32. Defendants made representations to Plaintiff regarding the kind and character of work
2 and compensation for work.

3 33. Defendants' representations to Plaintiff regarding the work were not true.

4 34. Defendants intended that Plaintiff rely on its representations regarding the work.

5 35. Plaintiff reasonably relied on Defendants' representations and changed his residence
6 from Florida to California for the purpose of working for Defendants.

7 36. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
8 has suffered substantial losses in earnings and other employment benefits and has incurred other
9 economic losses in an amount according to proof at trial.

10 37. Plaintiff has been harmed, including, incurred moving expenses, lost wages and work
11 benefits, including future wages and work benefits, lost job opportunities and other damages, and will
12 in the future incur additional damages in an amount according to proof at the time of trial.

13 38. Additionally, pursuant to California Labor Code section 972, Plaintiff is entitled to
14 recover double damages resulting from Defendants' misrepresentations.

15
16 **SECOND CAUSE OF ACTION**
17 **Preventing Subsequent Employment by Misrepresentation**
18 **Cal. Lab. Code § 1050**
19 **(Against All Defendants)**

20 39. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
21 above as though fully set forth herein.

22 40. After Plaintiff's employment with Defendants ended, Defendants made
23 representations to prospective employers about Plaintiff that were not true.

24 41. Defendants knew that its representations regarding Plaintiff were not true when it
25 made them to Plaintiff's prospective employers.

26 42. Defendants made the representations with the intent of preventing Plaintiff from
27 obtaining employment.

28 43. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has

1 been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future
2 incur additional damages in an amount according to proof at the time of trial.

3 44. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
4 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
5 Plaintiff and were done by officers, directors, and/or managing agents of Defendants, or with the
6 express knowledge, consent, and ratification of managerial employees of Defendants, and thereby
7 justify the awarding of punitive and exemplary damages in an amount to be determined at the time
8 of trial.

9 45. Additionally, pursuant to California Labor Code section 1054, Plaintiff is entitled to
10 recover treble damages resulting from Defendants' misrepresentations.

11
12 **THIRD CAUSE OF ACTION**
13 **Unlawful Discrimination on the Basis of Disability**
14 **Cal. Lab. Code § 12940**
(Against All Defendants)

15 46. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
16 above as though fully set forth herein.

17 47. At all times herein mentioned, the California Fair Employment and Housing Act
18 ("FEHA"), Cal. Gov't Code § 12900, *et seq.*, was in full force and effect and binding on Defendant.
19 California Government Code section 12940(a) provides that it shall be an unlawful employment
20 practice for an employer to discriminate against an employee in the terms and conditions of his
21 employment because of physical or mental disability.

22 48. At all times mentioned herein, Defendants were an employer within the meaning of the
23 FEHA because they employed five or more persons.

24 49. At all times mentioned herein, Plaintiff suffered from physical and mental disabilities
25 that limited a major life activity and required on-going intervention.

26 50. Defendants had knowledge of Plaintiff's physical and mental disabilities.
27
28

1 51. Plaintiff was able to perform the essential job duties of his position with Defendants
2 with reasonable accommodation. At all times during his employment, Plaintiff was qualified to
3 perform the duties of his position.

4 52. Plaintiff was discharged from his position with Defendants.

5 53. Plaintiff's disability was a substantial motivating reason for Defendants' decision to
6 terminate Plaintiff.

7 54. As a direct, foreseeable and proximate result of Defendants' unlawful conduct, Plaintiff
8 lost wages and work benefits and will continue to lose future wages and work benefits, has been
9 required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur
10 additional damages in an amount according to proof at the time of trial, but in an amount in excess of
11 the minimum jurisdiction of this Court.

12 55. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
13 has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and
14 discomfort, all of which is substantial and enduring, in an amount according to proof at the time of
15 trial.

16 56. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
17 oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff
18 and were done by officers, directors, and/or managing agents of Defendants, or with the express
19 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
20 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

21
22 **FOURTH CAUSE OF ACTION**
23 **Failure to Engage in the Interactive Process**
24 **Cal. Gov't Code § 12940(n)**
 (Against All Defendants)

25 57. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
26 above as though fully set forth herein.

27 58. During the course of his employment with Defendants, Plaintiff suffered from physical
28 and mental disabilities that limited a major life activity and required on-going intervention.

1 59. Plaintiff advised Defendants of his disability and was willing to enter into the
2 interactive process to determine an effective and reasonable accommodation.

3 60. Defendants failed to engage in a timely, good-faith interactive process to determine an
4 effective reasonable accommodation for Plaintiff, and then terminated Plaintiff's employment.

5 61. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiff
6 lost wages and work benefits and will continue to lose future wages and work benefits, has been
7 required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur
8 additional damages in an amount according to proof at the time of trial, but in an amount in excess of
9 the minimum jurisdiction of this Court.

10 62. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
11 has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and
12 discomfort, all of which is substantial and enduring, in an amount according to proof at the time of
13 trial.

14 63. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
15 oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff
16 and were done by officers, directors, and/or managing agents of Defendants, or with the express
17 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
18 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

19
20 **FIFTH CAUSE OF ACTION**
21 **Failure to Provide Reasonable Accommodation**
22 **Cal. Gov't Code § 12940(m)**
23 **(Against All Defendants)**

24 64. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
25 above as though fully set forth herein.

26 65. During the course of his employment with Defendants, Plaintiff suffered from physical
27 and mental disabilities that limited a major life activity and required on-going intervention.

28 66. Defendants knew Plaintiff suffered from mental and physical disabilities.

1 67. Plaintiff was able to perform the essential duties of his position with a reasonable
2 accommodation. At all times during his employment with Defendants, Plaintiff was qualified to
3 perform the duties of his position.

4 68. Defendants failed to accommodate Plaintiff's disability.

5 69. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiff
6 lost wages and work benefits and will continue to lose future wages and work benefits, has been
7 required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur
8 additional damages in an amount according to proof at the time of trial, but in an amount in excess of
9 the minimum jurisdiction of this Court.

10 70. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
11 has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and
12 discomfort, all of which is substantial and enduring, in an amount according to proof at the time of
13 trial.

14 71. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
15 oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff
16 and were done by officers, directors, and/or managing agents of Defendants, or with the express
17 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
18 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

19
20 **SIXTH CAUSE OF ACTION**
21 **Failure to Take All Reasonable Steps to Prevent Discrimination**
22 **Cal. Gov't Code § 12940(k)**
 (Against All Defendants)

23 72. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
24 above as though fully set forth herein.

25 73. At all times herein mentioned, the FEHA was in full force and effect and was fully
26 binding upon Defendants. Specifically, California Government Code section 12940(k) makes it an
27 unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent
28 discrimination based on physical and mental disabilities from occurring.

1 74. As set forth above, while employed by Defendants, Plaintiff endured a continuous
2 pattern of discrimination on the basis of his disability.

3 75. Defendants failed to provide Plaintiff with protections required under California
4 Government Code § 12940(k) by not taking immediate and sufficient action to correct the
5 discriminatory conduct directed at Plaintiff because of his disability.

6 76. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
7 has suffered substantial losses in earnings and other employment benefits and has incurred other
8 economic losses.

9 77. As a further direct, foreseeable, and proximate result of Defendants' unlawful actions,
10 Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and embarrassment, all to his
11 damage in an amount to be proven at time of trial.

12 78. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
13 oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff
14 and were done by officers, directors, and/or managing agents of Defendants, or with the express
15 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
16 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

17
18 **SEVENTH CAUSE OF ACTION**
19 **Retaliation in Violation of Cal. Lab. Code § 1102.5**
20 **(Against All Defendants)**

21 79. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
22 above as though fully set forth herein.

23 80. California Labor Code § 1102.5 prohibits retaliation against an employee for disclosing
24 information to a person with authority over the employee, where the employee has reasonable cause
25 to believe that the information discloses a violation of state or federal statute or a violation or
26 noncompliance with a state or federal rule or regulation. Labor Code § 1102.5 further prohibits
27 retaliation against an employee for refusing to participate in an activity that would result in a violation
28 of state or federal statute or a violation or noncompliance with a state or federal rule or regulation.

1 81. Prior to his wrongful termination, Plaintiff complained to Defendants' management
2 that he was not being paid for all overtime hours worked, which he believed was in violation of state
3 or federal statute, rule, or regulation.

4 82. Defendants retaliated against Plaintiff for complaining about his overtime pay by, *inter*
5 *alia*, wrongfully terminating him.

6 83. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
7 lost wages and work benefits and will continue to lose future wages and work benefits, has been
8 required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur
9 additional damages in an amount according to proof at the time of trial.

10 84. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
11 has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and
12 discomfort, all of which is substantial and enduring, in an amount according to proof at the time of
13 trial.

14 85. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
15 oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff
16 and were done by officers, directors, and/or managing agents of Defendants, or with the express
17 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
18 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

19 86. Additionally, as a proximate cause of Defendants' unlawful retaliation against Plaintiff
20 in violation of California Labor Code 1102.5, Plaintiff is entitled to recover a civil penalty of up to
21 \$10,000 for each violation pursuant to California Labor Code section 1102.5(f), and an award of costs
22 and reasonable attorney's fees pursuant to California Labor Code section 1102.5(j).

23 **EIGHTH CAUSE OF ACTION**
24 **Wrongful Termination in Violation of Public Policy**
25 **(Against All Defendants)**

26 87. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
27 above as though fully set forth herein.

28 88. Plaintiff's employment was terminated in violation of fundamental public policies of
the State of California. It is, and at all times relevant to this action it has been, the law and

1 fundamental public policy of the state of California to prevent discrimination in employment. *See*
2 *City of Moorpark v. Sup. Ct.* (Dillon), 18 Cal. 4th 1143 (1998).

3 89. Termination of Plaintiff's employment was a violation of public policy (a "nexus"
4 exists between the termination and Plaintiff's protected status). Accordingly, Plaintiff was
5 unlawfully terminated in violation of the fundamental public policies of the state of California.

6 90. Plaintiff suffered discrimination in the workplace due to his physical and mental
7 disabilities. Defendants were aware this discrimination was occurring and did nothing to ensure
8 Plaintiff's work environment was free from illegal discrimination.

9 91. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
10 Plaintiff has suffered substantial losses in earnings and other employment benefits and has incurred
11 other economic losses.

12 92. As a further direct, foreseeable, and proximate result of Defendants' unlawful actions,
13 Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and embarrassment, all to his
14 damage in an amount to be proven at time of trial.

15 93. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
16 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
17 Plaintiff and were done by officers, directors, and/or managing agents of Defendants, or with the
18 express knowledge, consent, and ratification of managerial employees of Defendants, and thereby
19 justify the awarding of punitive and exemplary damages in an amount to be determined at the time
20 of trial.

21 **NINTH CAUSE OF ACTION**
22 **Failure to Pay Minimum Wage for All Hours Worked**
23 **(Against All Defendants)**

24 94. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
25 above as though fully set forth herein.

26 95. During the period Plaintiff was employed by Defendants he was entitled to be paid at
27 least the State's minimum wage rate for each hour he worked. *See* Cal. Labor Code § 1194; MW
28 Order-2021; MW Order-2022.

96. Defendant was aware of its obligation to pay the minimum wages but failed to do so.

1 97. Defendants' conduct described herein violates California Labor Code section 1194,
2 and the applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been
3 damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff now
4 seeks these wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's
5 fees and costs, and interest pursuant to California Labor Code sections 1194.

6
7 **TENTH CAUSE OF ACTION**
8 **Failure to Pay Overtime Wages**
 (Against All Defendants)

9 98. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
10 above as though fully set forth herein.

11 99. During the period Plaintiff was employed by Defendants, Defendants were required to
12 compensate him one and one-half (1½) times the regular rate of pay for hours worked in excess of
13 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
14 hours worked in excess of twelve (12) hours per day. *See* California Labor Code §§ 510, 1194.

15 100. Although Plaintiff regularly worked in excess of eight (8) hours a day and/or forty (40)
16 hours per week, Defendants failed to pay all overtime wages owed to him.

17 101. Plaintiff was not exempt from overtime protections under the applicable Wage Orders
18 and California Labor Code.

19 102. Defendants' conduct described herein violates California Labor Code sections 510 and
20 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been damaged
21 and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these
22 wages, attorney's fees and costs, and interest pursuant to California Labor Code section 1194.

23 **ELEVENTH CAUSE OF ACTION**
24 **Failure to Provide Meal Periods**
 (Against All Defendants)

25 103. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
26 above as though fully set forth herein.

27 104. An employer must provide an employee a meal period in accordance with the
28 applicable Wage Order and Labor Code sections 226.7 and 512.

1 105. Labor Code section 510 and Wage Order 7-2001, section 11(A) require an employer
2 to provide a meal period of not less than thirty (30) minutes for each work period of more than five
3 (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide
4 a second meal period.

5 106. Plaintiff alleges that Defendants failed to provide Plaintiff with meal breaks of at least
6 thirty (30) minutes for several work periods that Plaintiff worked more than five (5) hours in a day,
7 or to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiff
8 worked more than ten (10) hours in a day.

9 107. As a proximate cause of Defendants' failure to provide meal periods, Plaintiff is
10 entitled to one (1) hour of pay at the regular rate of compensation for each meal period not provided,
11 as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See*
12 California Labor Code § 226.7 and Wage Order 7-2001 § 11(D).

13
14 **TWELTH CAUSE OF ACTION**
15 **Failure to Provide Rest Periods**
16 **(Against All Defendants)**

17 108. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
18 above as though fully set forth herein.

19 109. Labor Code section 512 and Wage Order 7-2001 section 12(A) require an employer
20 to provide a rest period of not less than ten (10) minutes for each work period of more than four (4)
21 hours or a major fraction thereof.

22 110. Plaintiff alleges that Defendants failed to provide rest breaks of at least ten (10)
23 minutes for each work period that he worked more than four (4) hours.

24 111. As a proximate cause of Defendants' failure to provide rest periods, Plaintiff is
25 entitled to one (1) hour of pay at the regular rate of compensation for each rest period not provided,
26 as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See*
27 California Labor Code § 226.7 and Wage Order 7-2001 § 12(B).

THIRTEENTH CAUSE OF ACTION
Failure to Pay Reimbursements for Expenses
(Against All Defendants)

112. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

113. California Labor Code section 2802(a) states that “An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

114. While employed by Defendants, Plaintiff used his personal cell phone and truck for work purposes. Defendants knew that Plaintiff used his personal cell phone and truck for work purposes but did not reimburse Plaintiff for these expenses.

115. Wage Order 7-2001 section 9(B) states, “When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

116. While employed by Defendants, Plaintiff was required to provide his own tools without reimbursement while being paid less than twice the minimum wage in violation of Wage Order 7-2001 section 9(B).

117. Defendants’ conduct described herein violated California Labor Code section 2802. As a proximate result of Defendants’ conduct, Plaintiff has been damaged in an amount to be established at trial, and is entitled to recover these damages, as well as interest and reasonable attorney’s fees and costs, pursuant to statute.

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FOURTEENTH CAUSE OF ACTION
Waiting Time Penalties
(Against All Defendants)

118. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

119. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. Cal. Lab. Code § 201.

120. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. California Labor Code § 203.

121. Plaintiff did not receive all wages at his termination or separation from employment, including, but not limited to, unpaid overtime and minimum wages, and unpaid meal and rest period penalties.

122. Defendants knew of their obligation to pay Plaintiff and Defendants' failure to pay all wages was in complete disregard of their obligations. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination and willful refusal.

123. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and deprived of his wages and thereby seeks his daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

FIFTEENTH CAUSE OF ACTION
Failure to Provide Accurate Wage Statements
(Against All Defendants)

124. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

125. Pursuant to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and

1 shown as one item, (5) net wages earned, (6) the inclusive dates of
2 the period for which the employee is paid, (7) the name of the
3 employee and the last four digits of his or his social security number
4 or an employee identification number other than a social security
5 number, (8) the name and address of the legal entity that is the
6 employer and, if the employer is a farm labor contractor, as defined
7 in subdivision (b) of Section 1682, the name and address of the legal
8 entity that secured the services of the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the
11 employee. The deductions made from payment of wages shall be
12 recorded in ink or other indelible form, properly dated, showing the
13 month, day, and year, and a copy of the statement and the record of
14 the deductions shall be kept on file by the employer for at least three
15 years at the place of employment or at a central location within the
16 State of California.

10 126. Plaintiff alleges that Defendant intentionally and knowingly failed to provide an
11 itemized statement or failed to provide an accurate and complete itemized statement showing the
12 requirements set forth in California Labor Code section 226(a).

13 127. Additionally, Plaintiff alleges he suffered injury as a result of Defendants' failure to
14 provide accurate and complete information as required by any one or more of items (1) to (9),
15 inclusive, of California Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and
16 easily determine (i.e. a reasonable person in each Plaintiff's position would not be able to readily
17 ascertain the information without reference to other documents or information) from the wage
18 statement alone.

19 128. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiff
20 was damaged and is entitled to statutory and civil penalties under the California Labor Code, and
21 attorney's fees and costs, in an amount to be proven at trial.

22 **SIXTEENTH CAUSE OF ACTION**
23 **Failure to Provide Payroll Records Upon Request**
24 **(Against All Defendants)**

24 129. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
25 above as though fully set forth herein.

26 130. California Labor Code section 226(f) provides that if an employer failed to allow an
27 employee to inspect or copy records within twenty-one (21) days of the request for such records, the
28 employee is entitled to recover a \$750.00 penalty from the employer.

1 131. On or about March 21, 2023, Plaintiff requested his records, pursuant to California
2 Labor Code section 226(a), from Defendants. Defendants failed to provide or make available all
3 records required within twenty-one days as required by California Labor Code section 226(a).

4 132. As a proximate cause of Defendants' failure to provide the requested records in a timely
5 manner, Plaintiff was damaged and is entitled to recover a \$750.00 penalty pursuant to California
6 Labor Code section 226(f), and an award of costs and reasonable attorney's fees pursuant to California
7 Labor Code section 226(h).

8 **SEVENTEENTH CAUSE OF ACTION**
9 **Failure to Provide Personnel Records Upon Request**
 (Against All Defendants)

10 133. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
11 above as though fully set forth herein.

12 134. California Labor Code section 1198.5(k), (b) provides that if an employer failed to
13 allow an employee to inspect or copy records within thirty (30) days of the request for such records,
14 the employee is entitled to recover a \$750.00 penalty from the employer.

15 135. On or about March 21, 2023, Plaintiff requested his records, pursuant to California
16 Labor Code section 1198.5, from Defendant. Defendants did not provide the records or make them
17 available until over 30 days later.

18 136. As a proximate cause of Defendants' failure to provide the requested records in a timely
19 manner, Plaintiff was damaged and is entitled to recover a \$750.00 penalty pursuant to California
20 Labor Code section 1198.5(k), and an award of costs and reasonable attorney's fees pursuant to
21 California Labor Code section 1198.5(l).

22 **EIGHTEENTH CAUSE OF ACTION**
23 **Failure to Keep Accurate Payroll Records**
24 **(Against All Defendants)**

25 137. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
26 above as though fully set forth herein.
27
28

1 138. California Labor Code section 1174(d) provides that an employer shall “[k]eep, at a
2 central location in the state or at the plants or establishments at which employees are employed,
3 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
4 rate units earned by and any applicable piece rate paid to, employees employed at the respective
5 plants or establishments. These records shall be kept in accordance with rules established by the
6 commission, but in any case, shall be kept on file for not less than three years.”

7 139. Defendants intentionally and willfully failed to keep accurate and complete payroll
8 records showing the hours worked daily and the wages paid to Plaintiff.

9 140. As a result of Defendants’ violation of California Labor Code section 1174(d),
10 Plaintiff has suffered injury and damage to his statutorily protected rights, because Plaintiff was
11 denied his legal right and protected interest in having available, accurate, and complete payroll
12 records.

13
14 **NINETEENTH CAUSE OF ACTION**
15 **Unfair Competition**
16 **(Against All Defendants)**

17 141. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
18 above as though fully set forth herein.

19 142. California Business and Professions Code section 17200 provides that “unfair
20 competition shall mean and include any unlawful, unfair or fraudulent business act or practice and
21 unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
(commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

22 143. Defendants committed numerous violations of the California Labor Code throughout
23 the employment relationship.

24 144. Plaintiff is also informed and believes and thereon alleges that such actions and/or
25 conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and
26 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*,
27 23 Cal. 4th 163 (2000).

1 145. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the
2 UCL (including B&P Code §17203), Plaintiff is entitled to restitution as a result of their unfair
3 business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code §
4 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§
5 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for four (4)
6 years from the filing of this Action.

7
8 **TWENTIETH CAUSE OF ACTION**
9 **Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.***
10 **(Against Defendant Bill Eads RV's Inc.)**

11 146. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
12 above as though fully set forth herein.

13 147. Plaintiff brings this cause of action as a proxy for the State of California and in this
14 capacity, seeks penalties on behalf of all aggrieved employees for Defendant's violations of the
15 California Labor Code, including but not necessarily limited to, those Labor Code violations
16 identified above.

17 148. On or about May 31, 2023, Plaintiff sent written notice to the LWDA regarding
18 Defendant's violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*,
19 PAGA. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff whether
20 the LWDA intends to investigate Plaintiff's PAGA claims. As such, Plaintiff has exhausted his
21 administrative remedies under PAGA and may proceed in this Court.

22 149. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California
23 and all similarly situated employees for all violations of the Labor Code from May 31, 2022 through
24 trial on this matter.

25 150. During the period Plaintiff and similarly situated employees were employed by
26 Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that
27 they worked. *See, e.g.*, IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 7-2001,
28 section 4; Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay
Plaintiffs and similarly situated employees at least minimum wage for all hours worked. Thus,

1 Plaintiff and similarly situated employees were not paid at least the applicable state minimum wage
2 for all hours worked in violation of the Labor Code.

3 151. California Labor Code sections 510 and 1194 require employers to pay employees
4 overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty
5 (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours
6 worked on the seventh day of work in any one workweek. Finally, employers must pay double time
7 for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
8 excess of eight (8) hours on the seventh day of work in any one workweek. As stated above,
9 Plaintiff and similarly situated employees worked over eight (8) hours per day and forty (40) hours
10 per week and were not paid overtime wages. Plaintiff and all similarly situated employees are
11 entitled to recover all unpaid overtime wages.

12 152. California Labor Code section 1174(d) requires employers to keep “payroll records
13 showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be
14 kept in accordance with rules established for this purpose by the commission, but in any case, shall
15 be kept on file for not less than three years.” Defendant did not keep accurate information regarding
16 all hours worked by Plaintiffs and similarly situated employees, largely by failing to accurately
17 record all time worked on their time records. This was in violation of the California Labor Code.

18 153. California Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A)
19 require employers to provide employees meal periods of thirty (30) minutes per five (5) hours
20 worked. For the reasons stated above, Plaintiff and similarly situated employees were not authorized
21 and permitted to take legally compliant meal periods pursuant to California law. Defendant also
22 failed to pay meal period premiums for its failure to provide meal periods.

23 154. California Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A)
24 require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4)
25 hours or major fraction thereof worked. For the reasons stated above, Plaintiff and similarly situated
26 employees were not authorized and permitted to take legally compliant rest periods pursuant to
27 California law in violation of the Labor Code. Defendant also failed to pay rest period premiums for
28 their failure to provide rest periods.

1 155. California Labor Code section 226 requires employers to furnish to employees with
2 “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked
3 by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
4 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
5 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
6 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
7 only the last four digits of his or her social security number or an employee identification number
8 other than a social security number, (8) the name and address of the legal entity that is the employer .
9 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
10 of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant
11 failed to comply with these requirements with respect to Plaintiff and similarly situated employees in
12 violation of the California Labor Code.

13 156. California Labor Code sections 201–203 require that all wages, including minimum
14 wages and meal and rest period premiums, be paid to employees upon separation and/or termination
15 of employment. Here, for the reasons stated above, Plaintiff and similarly situated employees did
16 not receive all final wages due and owing to them at the time of termination or seventy-two (72)
17 hours thereafter as required by California Labor Code sections 201–203. This is in violation of the
18 California Labor Code.

19 157. California Labor Code section 2802(a) states that “An employer shall indemnify his
20 or her employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
22 employer, even though unlawful, unless the employee, at the time of obeying the directions, believed
23 them to be unlawful.” IWC Wage Order 7-2001 § 9 (B) provides: “When tools or equipment are
24 required by the employer or are necessary to the performance of a job, such tools and equipment
25 shall be provided and maintained by the employer, except that an employee whose wages are at least
26 two (2) times the minimum wage provided herein may be required to provide and maintain hand
27 tools and equipment customarily required by the trade or craft.” For the reasons stated above,
28

1 Defendant failed to pay required reimbursements to Plaintiff and similarly situated employees for
2 required business expenses in violation of the California Labor Code.

3 158. California Labor Code section 558 states that it is unlawful for any employer, or other
4 person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to
5 558.1 of the California Labor Code or any order of the Industrial Welfare Commission. As
6 described above, Defendant, by and through its agents, violated Plaintiff's and similarly situated
7 employees' rights provided for under California Labor Code sections 558 and 558.1 as well as the
8 incorporated Wage Orders and incorporated statutes therein.

9 159. California Labor Code section 226(f) provides that an employer is required to allow
10 an employee to inspect or copy pay records within twenty-one (21) days of the request for such
11 records. Here, for the reasons stated above, Plaintiff and similarly situated employees did not
12 receive all their pay records within 21 days of the request as required by California Labor Code
13 section 226(f). This is in violation of the California Labor Code.

14 160. California Labor Code section 1198.5(k), (b) provides that an employer is required
15 failed to allow an employee to inspect or copy certain personnel records within thirty (30) days of
16 the request for such records. Here, for the reasons stated above, Plaintiff and similarly situated
17 employees did not receive all their pay records within 30 days of the request as required by
18 California Labor Code section 1198.5(k), (b). This is in violation of the California Labor Code.

19 161. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233
20 Cal. Rptr. 3d 502, 513 (Ct. App. 2018), reh'g denied (June 13, 2018), review denied (Aug. 8, 2018),
21 Plaintiff intend to seek civil penalties for all violations of the California Labor Code, whether they
22 experienced them personally or not.

23
24 **PRAYER FOR DAMAGES**

25 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 26 1. A jury trial;
27 2. For compensatory damages, including, but not limited to, losses for lost back pay, plus
28 interest, lost fringe benefits and future lost earnings and fringe benefits, damages for emotional distress

1 and pain and suffering, according to proof allowed by law;

2 3. For civil and statutory penalties and liquidated damages under the California Labor
3 Code according to proof allowed by law;

4 4. For double damages pursuant to California Labor Code section 972;

5 5. For treble damages pursuant to California Labor Code section 1054;

6 6. For punitive damages allowed by law;

7 7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
8 fees;

9 8. For injunctive relief;

10 9. For an award of prejudgment and post-judgment interest; and

11 10. For an award to Plaintiff of such other and further relief as the Court deems just and
12 proper.

13
14 Dated: August 8, 2023

Castle Law: California Employment Counsel, PC

15
16 By:  _____

17 Timothy B. Del Castillo

18 Lisa L. Bradner

19 Daniel Richardson

20 Attorneys for Plaintiff DARRELL G. SCHORGER

21 **JURY TRIAL DEMAND**

22 Plaintiff hereby demands a trial by jury.

23 Dated: August 8, 2023

Castle Law: California Employment Counsel, PC

24
25 By:  _____

26 Timothy B. Del Castillo

27 Lisa L. Bradner

28 Daniel E. Richardson

Attorneys for Plaintiff DARRELL G. SCHORGER