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FILED
 Superior Court of California
 County of Los Angeles

02/17/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Osollo Deputy

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

CHRISTOPHER ORLANDO ESCOBAR, an
 Individual,

Plaintiff,

vs.

HENKELS & MCCOY WEST, LLC, a
 Florida Limited Liability Company; MASTEC
 NORTH AMERICA, INC., a Florida
 Corporation; MARK PARTIDA, an
 individual; LIZETH MARCIAL, an
 individual; and DOES 1-20, inclusive,

Defendants.

Case Number: 25STCV37297

[Assigned to Hon. Virginia Keeny in dept. 45]

FIRST AMENDED COMPLAINT FOR:

1. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 98.6;
2. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 1102.5;
3. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 6310, 6400, *et seq.*;
4. Wrongful Termination in Violation of Public Policy;
5. Violation of *Labor Code* §§ 201-203;
6. Violation of *Labor Code* § 204;
7. Violation of *Labor Code* § 226;
8. Violation of *Labor Code* § 226.7 and 512;
9. Violation of *Labor Code* § 510;
10. Violation of *Labor Code* § 1194 and 1197;
11. Unfair Competition in Violation of *Business & Professions Code* §§ 17200, *et seq.*;
12. Associational Discrimination Based on Sex / Gender;
13. Failure to Take All Reasonable Steps to Prevent and/or Remedy Discrimination and/or Retaliation; and
14. Private Attorney General Act

JURY TRIAL DEMANDED

Plaintiff, Christopher Orlando Escobar, hereby alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to California Constitution Article VI, § 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other courts.” The statutes under which this action is brought do not specify any other basis for jurisdiction.

2. This Court has jurisdiction over all Defendants because, based on information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

3. Plaintiff has exhausted his administrative remedies by the timely request of a Right to Sue notice from the California Civil Rights Division within three (3) years of the events alleged herein.

4. Plaintiff has exhausted their administrative remedies by the timely submission of their claims through the Labor and Workforce Development Agency less than one year after the events alleged herein, providing notice of the same to all parties simultaneously, and the filing of this complaint more than sixty-five days thereafter.

5. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

6. Plaintiff, Christopher Orlando Escobar (“Plaintiff”), was, at the time of the relevant events described herein, a resident in the County of Los Angeles, in the State of California.

7. Defendant, Henkels & McCoy West, LLC (“HENKELS”), was and is, upon information and belief, a Florida limited liability company, and is an employer whose employees are engaged in commerce throughout this County and the State of California acting both as itself and as Mastec North

1 America, Inc., whether as its alter-ego or as a combined Mastec North America, Inc. as on integrated
2 enterprise.

3 8. Defendant, Mastec North America, Inc. ("MASTEC"), was and is, upon information and
4 belief, a Florida corporation, and is an employer whose employees are engaged in commerce throughout
5 this County and the State of California acting both as itself and as HENKELS, whether as its alter-ego
6 or as a combined HENKELS as on integrated enterprise.

7 9. Defendant, Mark Partida ("PARTIDA"), was and is, upon information and belief, an
8 individual and is and at all times relevant hereto was a resident in the County of Riverside, in the State
9 of California. At all times, PARTIDA was and is Defendants General Foreman.

10 10. Defendant, Lizeth Marcial ("MARCIAL"), was and is, upon information and belief, an
11 individual and is and at all times relevant hereto was a resident in the County of San Bernardino, in the
12 State of California. At all times, MARCIAL was and is Defendant's Lead Project Coordinator.

13 11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
14 the fictitious names DOES 1–20 but prays for leave to amend and serve such fictitiously names
15 Defendants pursuant to *California Code of Civil Procedure* § 474, once their names and capacities
16 become known.

17 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners,
18 joint ventures, parent companies, owners, shareholders, or managers or employees of Defendants and,
19 therefore, were acting on behalf of Defendants.

20 13. HENKELS, MASTEC, PARTIDA, MARCIAL, and DOES 1–20 will hereafter be
21 collectively referred to as "Defendants".

22 14. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in
23 some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or
24 transactions alleged herein.

25 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
26 omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the
27 agent for the others, with legal authority to act on the others' behalf. The acts of Defendants were in
28 accordance with and represent the official policy of Defendants.

1 16. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto
2 and mentioned herein, each Defendant sued herein (both named and DOE Defendants 1-20) was the
3 expressly and/or implicitly authorized agent, business-entity agent, servant, employer, partner, joint
4 venturer, integrated enterprise, joint employer, business-entity employer, authorized agent, contractor,
5 contractee, partner, division owner, subsidiary, principal, division, alias, successor in interest, and/or
6 alter ego with and/or of each of the remaining Defendants and was, at all times material hereto, acting
7 within the purpose and scope of such agency, servitude, partnership, employment, integrated enterprise,
8 contract, venture, ownership, subsidiary, principal, alias, and/or alter ego and with the authority, consent,
9 approval, control, influence, and ratification of each remaining Defendant herein.

10 17. At all times herein mentioned, Defendants, and each of them, including DOES 1–20,
11 ratified each and every act or omission complained of herein, and/or committed such actions themselves
12 on behalf of themselves and/or, with authorization, on behalf of each other. At all times herein
13 mentioned, the Defendants, and each of them, engaged in acts alleged herein as the employer and/or as
14 an authorized business-entity employer (as defined by California Government Code §12925(d)), and/or,
15 at a minimum, aided and abetted the acts and omissions of each and all the other Defendants, in either
16 actually and/or proximately causing the damages herein alleged. Likewise, at all times herein mentioned,
17 Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
18 Defendants in actually and/or proximately causing the damages herein alleged.

19 18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants are
20 in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or
21 transactions alleged herein.

22 19. Plaintiff is informed and believes, and thereon alleges, that each and all of the Acts and
23 omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the
24 agent for the other, with legal authority to act on the other's behalf. The acts of Defendants were in
25 accordance with and represent the official policy of Defendants.

26 20. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto
27 and mentioned herein, each Defendant sued herein (*both named and DOE Defendants*) was the agent,
28 servant, employer, partner, joint venturer, integrated enterprise, joint employer, business-entity

1 employer, authorized agent, contractor, contractee, partner, division owner, subsidiary, principal,
2 division, alias, successor in interest, and/or alter ego with and/or of each of the remaining Defendants
3 and was, at all times material hereto, acting within the purpose and scope of such agency, servitude,
4 partnership, employment, integrated enterprise, contract, venture, ownership, subsidiary, principal, alias,
5 and/or alter ego and with the authority, consent, approval, control, influence, and ratification of each
6 remaining Defendant sued herein.

7 21. At all times herein mentioned, Defendants, and each of them, including DOES 1–20,
8 ratified each and every act or omission complained of herein. At all times herein mentioned, the
9 Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
10 Defendants in proximately causing the damages herein alleged.

11 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

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

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

18 a. Defendants is completely dominated and controlled by DOES 1-20, who
19 personally committed the frauds and violated the laws as set forth in this complaint, and who have
20 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
21 some other wrongful or inequitable purpose.

22 b. Defendants and DOES 1-20 each other derive actual and significant monetary
23 benefits by and through Defendants' unlawful conduct, and by using Defendants as the funding source
24 for their own personal expenditures.

25 c. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 and DOES 1-20, while really one and the same, were segregated to appear as though separate and
27 distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
28 wrongful or inequitable purpose.

1 d. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 and DOES 1-20 do not comply with all requisite corporate formalities to maintain a legal and separate
3 corporate existence.

4 e. Plaintiff is informed and believes, and based thereon alleges, that the business
5 affairs of Defendants and DOES 1-20 are, and always relevant were, so mixed and intermingled that
6 the same cannot reasonably be segregated, and the same are in inextricable confusion.

7
8 f. Defendants is, and always relevant hereto was, used by DOES 1-20 as mere
9 shells and conduits for the conduct of certain defendants' affairs, and is, and was, the alter ego of
10 DOES 1-20. The recognition of the separate existence of Defendants and DOES 1-20 from one
11 another would not promote justice, in that it would permit defendants to insulate themselves from
12 liability to Plaintiff for violations of the Government Code, Labor Code, and other statutory
13 violations. The corporate existence of Defendants and DOES 1-20 should be disregarded in equity and
14 for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff
15 herein.

16 24. Accordingly, Defendants and DOES 1-20 constitute the alter egos of one another, and the
17 fiction of their separate corporate existence must be disregarded.

18 25. As a result of the facts, Plaintiff is informed and believes, and based thereon alleges that
19 Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that
20 Plaintiff was an employee of Defendants and DOES 1-20. Plaintiff performed services for every one of
21 defendants, and to the mutual benefit of all defendants, and all defendants shared control of Plaintiff as
22 an employee, either directly or indirectly, and the way defendants' business was and is conducted.

23
24 **JOINT VENTURE AND INTEGRATED ENTERPRISE**

25 26. Plaintiff is informed and believes, and based thereon alleges, that there a joint venture
26 exists between Defendants and DOES 1-20.

27 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
28 1-20 combined their property, skill, or knowledge with the intent to carry out a single business

1 undertaking.

2 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
3 1-20 each have ownership in the business.

4 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
5 1-20 have joint control over the business, even if they agree to delegate control.

6 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
7 1-20 agree to share the profits and losses of the business.

8 31. Accordingly, Defendants and DOES 1-20 engaged in a joint venture.

9 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
10 1-20 had interrelated operations.

11 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
12 1-20 had centralized control of labor relations.

13 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
14 1-20 had common management.

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
16 1-20 had common ownership or financial control.

17 36. As a result of the facts, Plaintiff is informed and believes, and based thereon alleges that
18 Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of a joint venture and integrated
19 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-20.

20
21 **SUCCESSOR LIABILITY**

22 37. Plaintiff is informed and believes, and based thereon alleges, that successor liability exists
23 between Defendants and DOES 1-20.

24 38. Plaintiff is informed and believes, and based thereon alleges, Defendants and DOES 1-
25 20 entered a contract wherein Defendants agreed to assume the liabilities of DOES 1-20.

26 39. Plaintiff is informed and believes, and based thereupon alleges, that Defendants and
27 DOES 1-20 engaged in a transaction that was couched as the sale of assets, but which contain elements
28 more characteristic of a merger consolidation of one another.

1 40. Plaintiff is informed and believes, and based thereon alleges, that DOES 1-20 continued
2 to operate under Defendants in the form of continuity of management, personnel, physical location,
3 assets, and general business operations.

4 41. Plaintiff is informed and believes, and based thereon alleges, that there was a continuity
5 of shareholders as a result of Defendants purchasing the assets of DOES 1-20, with shares of Defendants
6 stock that are issued to the shareholders of DOES 1-20.

7 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES
8 1-20 ceased their ordinary business operations at the same location and dissolved after the sale.

9 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants took over
10 the obligations of DOES 1-20 that are necessary for the uninterrupted continuation of the normal
11 business operations of DOES 1-20.

12 44. Plaintiff is informed and believes, and based thereon alleges, that the identity of
13 stockholders and directors are the same among Defendants on the one hand and DOES 1-20 on the other.

14 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
15 continuation of DOES 1-20 because it retains the same employees of Defendants and DOES 1-20, it
16 retains the same management as Defendants and DOES 1-20, it retains the same facilities Defendants
17 and Does 1-20, it produces the same products as Defendants and DOES 1-20, it retains the same name
18 as Defendants and DOES 1-20, it retains the same business operations as Defendants and DOES 1-20,
19 and it holds itself out as a continuation of Defendants and DOES 1-20.

20 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
21 continuation of DOES 1-20 because there is a continuity of management, personnel, location, assets, and
22 general business operations.

23 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
24 continuation of DOES 1-20 because DOES 1-20 ceased their business operations and dissolved.

25 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
26 continuation of DOES 1-20 because Defendants assumed the liabilities and obligations of DOES 1-20
27 that are usually necessary for the continuation of operations of DOES 1-20.

28 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a

1 continuation of DOES 1-20 because Defendants represents itself, either expressly or by omitting to do
2 otherwise, as the continuation of DOES 1-20.

3 50. Plaintiff is informed and believes, and based thereon alleges, that the employees of the
4 Defendants are doing the same jobs in the same working conditions under the same supervisors as when
5 the store was operation under DOES 1-20.

6 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants has the
7 same production process, produces the same products, and basically has the same body of customers as
8 when the store was operation under DOES 1-20.

9 52. Plaintiff is informed and believes, and based thereon alleges, that there has been a
10 substantial continuity of business operations of DOES 1-20 under Defendants.

11 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants uses the
12 same location as DOES 1-20.

13 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants uses the
14 same or substantially the same work force as DOES 1-20.

15 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants uses the
16 same or substantially the same supervisory personnel as DOES 1-20.

17 56. Plaintiff is informed and believes, and based thereon alleges, that the same jobs exist
18 under substantially the same working conditions under Defendants as they did under DOES 1-20.

19 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants uses the
20 same machinery, equipment, and methods of production as DOES 1-20.

21 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants produces
22 the same products as DOES 1-20.

23 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants purchased
24 all or substantially all the assets of DOES 1-20 for insufficient consideration. Thus, there was fraud in
25 the sales transaction in the alleged divestiture of Defendants and DOES 1-20.

26 60. Accordingly, Defendants and DOES 1-20 are successors-in-interest of DOES 1-20 and
27 are thereby liable for the debts or liabilities of one another.

28 ///

GENERAL ALLEGATIONS

61. MASTEC is a Florida corporation which owns approximately thirty (30) construction companies with a focus on communications, energy, and utility infrastructure. HENKELS is a Florida limited liability company, owned by MASTEC and a subsidiary thereof, which designs, builds, and maintains infrastructure for utility and communications markets. Together, MASTEC and HENKELS provide construction, installation, project management, and maintenance services to utility, commercial, industrial, and governmental customers.

62. At all relevant times, MASTEC and HENKELS jointly employed approximately 10,000 employees nationwide, including at least 1,000 employees in California. MASTEC and HENKELS operate throughout several states within the continental United States.

63. On or about December 1, 2015, MASTEC and HENKELS hired Plaintiff as a Cathodic Protection ("CP") Foreman. While employed by Defendants, Plaintiff reported daily to Defendants' yard located at 2840 Ficus Street, Pomona, California 91766, and from there traveled to various job sites throughout Southern California including Los Angeles County. At all relevant times, Plaintiff was a successful, productive, and devoted employee who performed his duties satisfactorily and in excess of Defendants' legitimate expectations.

64. Throughout Plaintiff's employment, PARTIDA served as HENKELS' General Foreman and MARCIAL served as HENKELS' Lead Project Coordinator. In these roles, PARTIDA and MARCIAL exercised substantial discretionary authority over Plaintiff's wages, hours, working conditions, timekeeping practices, discipline, crew assignments, and termination, and implemented and enforced Defendants' compensation, safety, and personnel policies. PARTIDA and MARCIAL acted as managing agents of HENKELS and MASTEC within the meaning of California law and knowingly caused or permitted the violations alleged herein. PARTIDA and MARCIAL are therefore individually liable pursuant to Labor Code § 558.1.

65. While jointly employed by Defendants, and as dictated by HENKELS, Plaintiff's typical weekly schedule during his first tenure was from approximately 5:00 a.m. to 3:30 p.m., Monday through Friday, and during his second tenure from approximately 4:00 a.m. to 5:30 p.m., Monday through Friday. Plaintiff was paid on a weekly basis but compensated only for eight (8) hours per day or forty (40) hours

1 per week pursuant to a pre-set schedule. Despite regularly working in excess of eight (8) hours per day
2 and forty (40) hours per week for Defendants' benefit, Plaintiff was not paid for all hours worked,
3 including overtime.

4 66. Defendants failed to compensate Plaintiff for time spent loading and unloading trucks at
5 the yard at the beginning and end of his shifts, and for required travel time to and from the yard,
6 compensating him only for scheduled jobsite time. As a result, Defendants failed to pay Plaintiff any
7 wages, whether at a regular, minimum, or overtime rate, for work performed in excess of eight (8) hours
8 per day or forty (40) hours per week, despite Plaintiff being required to work such hours on a consistent
9 basis.

10 67. In addition, Defendants failed to provide Plaintiff with legally compliant meal and rest
11 periods. As a regular practice, Defendants required Plaintiff to work through meal and rest periods to
12 complete assigned tasks, with the understanding that Plaintiff would nevertheless be paid for only eight
13 (8) hours per day. Defendants failed to pay any meal or rest period premiums for missed breaks, despite
14 knowing such breaks were not reasonably made available or were intentionally prevented.

15 68. Defendants knew of these violations because they controlled Plaintiff's schedule,
16 assignments, and compensation and required Plaintiff to perform such work. Plaintiff also expressly
17 complained on numerous occasions to Defendants, including MARCIAL and other supervisors, that he
18 was not being paid all wages owed, including overtime. These complaints were largely ignored.

19 69. During the relevant time period, Defendants failed to make, keep, or preserve accurate
20 records of the actual hours Plaintiff worked each workday and workweek. Defendants failed to provide
21 Plaintiff with accurate itemized wage statements reflecting his total hours worked, applicable overtime,
22 premium wages, or other required information.

23 70. Defendants knew or should have known Plaintiff was not receiving all wages, overtime,
24 premiums, and compliant wage statements owed under California law because Defendants' agents and
25 managers, including PARTIDA and MARCIAL, observed Plaintiff working such hours and required
26 him to do so.

27 71. In addition to depriving Plaintiff of wages and statutory compensation, Defendants
28 retaliated against Plaintiff in violation of Labor Code §§ 98.6, 1102.5, and 6310 by subjecting him to

1 unjustified discipline, heightened scrutiny, reduction of pay, termination, and other adverse employment
2 actions after Plaintiff engaged in protected activities. Plaintiff's protected activities included, but were
3 not limited to, raising concerns and objections regarding unsafe working conditions, requesting
4 compliance with workplace safety obligations under Labor Code § 6400, complaining about unpaid
5 wages and overtime, and engaging in other conduct protected by the Labor Code.

6 72. On or about December 23, 2022, Plaintiff submitted his two-week notice of resignation
7 to pursue another opportunity. Plaintiff's final day of work during his first period of employment was
8 January 6, 2023.

9 73. Following Plaintiff's departure, Defendants, including MASTEC, HENKELS, and
10 PARTIDA, continued to initiate regular communications with Plaintiff. PARTIDA contacted Plaintiff
11 seeking job-related advice and guidance regarding work tasks and procedures. Plaintiff provided limited
12 assistance when able, out of goodwill and based on the ongoing professional relationship Defendants
13 maintained with him.

14 74. In approximately March 2024, PARTIDA and another foreman requested that Plaintiff
15 return to work for Defendants, and Plaintiff agreed.

16 75. On or about March 18, 2024, Plaintiff returned to work for MASTEC and HENKELS as
17 a CP Foreman. Plaintiff's duties included loading and unloading trucks, completing paperwork at the
18 yard, installing equipment, welding, drilling, locating gas lines, maintaining timesheets, and coordinating
19 with utility companies and city inspectors. Due to pressure to complete work quickly and not being
20 compensated for wait times, Plaintiff was sometimes required to begin work earlier than permitted by
21 local regulations.

22 76. On or about April 1, 2024, Plaintiff was reprimanded and removed from a job site based
23 on an allegation that he was not wearing safety goggles and a hard hat. Plaintiff had begun work at
24 approximately 5:00 a.m. and was directed to leave the job site at approximately 10:00 a.m., yet was not
25 paid for any of the hours he worked that day.

26 77. On or about January 20, 2025, Defendants removed Andy Ruvalcaba ("Mr. Ruvalcaba")
27 as Plaintiff's assigned driver and replaced him with Adam Doe ("ADAM"), who is MARCIAL's
28 nephew. Plaintiff promptly raised health and safety concerns to PARTIDA, including that ADAM lacked

1 necessary experience and had not completed required union bootcamp training, implicating Defendants'
2 statutory obligations under Labor Code § 6400 to maintain a safe and healthful workplace.

3 78. Thereafter, Plaintiff repeatedly reported to PARTIDA that ADAM could not safely
4 perform assigned duties, including lacking familiarity with basic tools, failing to follow safety protocols,
5 selecting incorrect equipment, and repeatedly backing the truck without a spotter. These unsafe practices
6 created serious safety hazards and resulted in multiple near-miss incidents, including one occasion in
7 which Plaintiff was forced to jump out of the way to avoid being struck. Plaintiff complained
8 approximately two to three times per week for about a month and reported ADAM's unsafe conduct on
9 approximately five to ten occasions.

10 79. Plaintiff continued reporting these health and safety violations through at least February
11 20, 2025. Plaintiff's complaints concerned workplace safety hazards and Defendants' failure to ensure
12 safe operation of vehicles and equipment, constituting protected activity under Labor Code § 6310 and
13 conduct Defendants were required to remedy pursuant to Labor Code § 6400. Plaintiff raised these
14 concerns to prevent serious injury or death to himself and others, and to compel Defendants to correct
15 known safety hazards.

16 80. On or about March 15, 2025, following Plaintiff's continued protected safety complaints,
17 Defendants reassigned ADAM to another foreman and reinstated Mr. Ruvalcaba as Plaintiff's driver.
18 During this period, Mr. Ruvalcaba informed Defendants that he would require time off in the near future
19 to take job-protected paternity leave under the California Family Rights Act ("CFRA"). Plaintiff's
20 association with Mr. Ruvalcaba, and his continued advocacy for safety compliance, placed Plaintiff
21 within the scope of protected association and protected activity. Defendants viewed Plaintiff as aligned
22 with and supportive of Mr. Ruvalcaba's exercise of CFRA rights and sought to remove both employees
23 to avoid accommodating protected leave

24 81. Following Plaintiff's safety complaints and Mr. Ruvalcaba's disclosure of his intent to
25 take CFRA-protected leave, MARCIAL and PARTIDA subjected Plaintiff to increased scrutiny,
26 questioned his timesheets, and demanded photographic proof of completed tasks, requirements not
27 imposed prior to Plaintiff's protected activity. This conduct lacked legitimate business justification and
28 was motivated by Plaintiff's protected safety complaints and his association with an employee exercising

1 CFRA rights.

2 82. On or about May 22, 2025, after Plaintiff complained to MARCIAL regarding
3 Defendants' failure to pay all wages owed, including overtime, MARCIAL texted Plaintiff a photograph
4 of a timesheet and stated that PARTIDA had instructed that Plaintiff would be paid only two (2) hours
5 for the job completed, despite Plaintiff having worked more than two hours. This reduction in pay was
6 taken in retaliation for Plaintiff's protected wage complaint, in violation of Labor Code § 98.6, and
7 formed part of an escalating pattern of retaliatory conduct culminating in Plaintiff's termination.

8 83. On or about May 30, 2025, Plaintiff was informed that it was his last day working for
9 Defendants and that he was being laid off due to an alleged "lack of work." Plaintiff believed this
10 explanation was false and pretextual. PARTIDA, whom Plaintiff had trained and who had substantially
11 less experience, remained employed, as did ADAM.

12 84. On or about June 2, 2025, Defendants carried out their final act of retaliation and
13 associational discrimination by terminating Plaintiff's employment. Plaintiff's protected safety and wage
14 and hour complaints, along with his association with Mr. Ruvalcaba, who had disclosed his intent to take
15 CFRA-protected paternity leave, were substantial motivating factors in Defendants' decision.

16 85. Shortly thereafter, Mr. Ruvalcaba informed Plaintiff that he too had been terminated,
17 purportedly due to a "lack of work."

18 86. Plaintiff and his entire crew, consisting of Plaintiff, Mr. Ruvalcaba, and one other laborer,
19 were the only employees terminated from the CP division, despite there being approximately twelve CP
20 workers across four crews at Plaintiff's work location.

21 87. Accordingly, Defendants' stated reason for Plaintiff's termination was a pretext designed
22 to conceal their retaliatory and discriminatory motives. Defendants terminated Plaintiff in retaliation for
23 his protected safety complaints and wage complaints, in violation of Labor Code §§ 6310 and 98.6, and
24 because of his association with Mr. Ruvalcaba, an employee protected under the CFRA. But for
25 Plaintiff's protected activity and protected association, Defendants would not have retaliated against or
26 terminated him.

27 88. At all relevant times, Defendants' conduct was carried out maliciously, fraudulently, and
28 in conscious disregard of Plaintiff's rights. As a result, Plaintiff has suffered economic damages,

1 including lost wages, benefits, and future earning capacity, as well as non-economic damages, including
2 emotional distress. Plaintiff's damages exceed the jurisdictional minimum of this Court and will be
3 proven at trial.

4 **FIRST CAUSE OF ACTION**

5 **RETALIATION AND/OR WRONGFUL TERMINATION**

6 **IN VIOLATION OF *LABOR CODE* § 98.6**

7 **(Against HENKELS, MASTEC, and DOES 1–20)**

8 89. As a separate and distinct cause of action, Plaintiff complains and realleges all the
9 allegations contained in this complaint and incorporates them by reference into this cause of action as
10 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

11 90. California *Labor Code* § 98.6 provides that an employer shall not “in any manner
12 discriminate, retaliate, or take any adverse action against any employee or applicant for employment”
13 because the employee has “made a written or oral complaint that they are owed unpaid wages” or because
14 they exercised any right bestowed upon the employee under California’s *Labor Code*.

15 91. As alleged herein, and in violation of California *Civil Code* § 98.6, Defendants and DOES
16 1–20, and each of them, retaliated against Plaintiff, terminating his employment, and committing other
17 adverse employment actions, because of Plaintiff's complaints to Defendants about his non-payment of
18 wages.

19 92. Plaintiff is informed and believes, and thereon alleges, that the Defendants’ termination
20 of Plaintiff's employment was violative of Section 98.6 of the California *Labor Code*.

21 93. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff
22 has suffered actual, consequential, and incidental financial losses, including, without limitation, loss of
23 income, earnings, salary and benefits, and the intangible loss of employment-related opportunities in his
24 field and damage to his professional reputation, all in an amount subject to proof at the time of trial.
25 Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

26 94. As a direct, legal, and/or proximate result of Defendants’ conduct, Plaintiff has sustained
27 and continues to suffer emotional distress, physical injury and related emotional trauma, pain and
28

1 suffering, personal injury, personal inconvenience, sickness, and illness, etc., all to Plaintiff's damages
2 in an amount to be shown according to proof.

3 95. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating him
4 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
5 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
6 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
7 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
8 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
9 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid
10 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages
11 against Defendants in a sum to be shown according to proof at trial.

12 96. In addition to all lost wages, work benefits, incidental damages, consequential damages,
13 general damages and special damages owed by Defendant due to its unlawful conduct, pursuant to
14 *Labor Code* § 98.6(b)(3), Plaintiff is owed a civil penalty of \$10,000.

15 97. As a result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys
16 to prosecute their claims herein, and has incurred and is expected to continue to incur attorneys' fees and
17 costs in connection therewith. As a result, pursuant to *Labor Code* §§ 2699(g) and 2699.5, and/or *Code*
18 *of Civil Procedure* §1021.5, Plaintiff is entitled to recover attorneys' fees and costs.

19 20 **SECOND CAUSE OF ACTION**

21 **RETALIATION AND/OR WRONGFUL TERMINATION**

22 **IN VIOLATION OF *LABOR CODE* § 1102.5**

23 **(Against HENKELS, MASTEC, and DOES 1–20)**

24 98. As a separate and distinct cause of action, Plaintiff complains and realleges all the
25 allegations contained in this complaint and incorporates them by reference into this cause of action as
26 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

27 99. At all times, California *Labor Code* §§ 1102.5 et seq. were in full force and effect and
28 were binding on Defendants. Under *Labor Code* § 1102.5(a), it is unlawful for any employer, or any

1 person acting on its behalf, to “make, adopt, or enforce any rule, regulation, or policy preventing an
2 employee from disclosing information to a government or law enforcement agency, to a person with
3 authority over the employee, or to another employee who has authority to investigate, discover, or correct
4 the violation or noncompliance, or from providing information to, or testifying before, any public body
5 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
6 information discloses a violation of state or federal statute, or a violation of or noncompliance with a
7 local, state, or federal rule or regulation...”

8 100. At all times, under *Labor Code* § 1102.5(b), an employer, or any person acting on its
9 behalf, “shall not retaliate against an employee for disclosing information, or because the employer
10 believes that the employee disclosed or may disclose information, to a government ... agency [or] to a
11 person with authority over the employee ... if the employee has reasonable cause to believe that the
12 information discloses a violation of state or federal statute, or a violation of ... a local, state, or federal
13 rule or regulation...”

14 101. At all times, under *Labor Code* § 1102.5(c), an employer, or any person acting on its
15 behalf, “shall not retaliate against an employee for refusing to participate in an activity that would result
16 in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal
17 rule or regulation.”

18 102. At all relevant times, California *Labor Code* §§ 6310, 6400, & 1102.5, and other related
19 statutes and common law were in full force and effect and binding on Defendants, making it unlawful to
20 discriminate and/or retaliate against an employee based on, among other protected activities, an
21 employee’s complaints of workplace issues and/or unlawful business activities.

22 103. At all times herein mentioned, *Labor Code* §§ 204, 226, 226.7, 512, 1194 & 1197, and
23 other relevant statutes under the Labor Code, were in full force and effect and were binding on
24 Defendants, and each of them. At all times, Plaintiff acted under the reasonable belief that Defendants
25 were in violation of *Labor Code* §§ 204, 226, 226.7, 512, 1194 & 1197, among other potential civil laws
26 and statutes. At all times during the relevant time period of this action, based on these reasonable beliefs,
27 Plaintiff resisted and complained to Defendants about Defendants’ unlawful business practices and/or
28 conduct, including, but not limited to, complaining of unpaid wages and other wage-related violations,

1 and other protected complaints. In turn, Defendants then retaliated against Plaintiff for such complaints,
2 including, but not limited to, disciplining Plaintiff without justification, wrongfully terminating Plaintiff
3 and other adverse employment actions, thereby violating *Labor Code* § 1102.5 et seq.

4 104. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
5 continues to suffer actual, consequential and incidental financial losses, including without limitation,
6 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
7 in his field and damage to his professional reputation, the exact amount of which is not yet known and
8 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
9 pursuant to Civil Code §§ 3287, 3288 and/or other statutes providing for prejudgment interest.

10 105. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
11 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
12 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
13 and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

14 106. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating
15 him for complaining of and/or refusing to participate in unlawful conduct, as described herein, subjected
16 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by
17 Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and
18 believes, and based thereon alleges, that Defendants' conduct against Plaintiff, as described herein, was
19 done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive
20 conduct was engaged in, authorized or ratified by officers, directors or managing agents of the company
21 and/or was the result of the application of unlawful, malicious or oppressive policies. As a consequence
22 of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of
23 punitive damages against Defendants in a sum to be shown according to proof at trial.

24 107. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
25 attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys'
26 fees and costs in connection therewith. As a result, pursuant to Labor Code §§ 1102.5(j), Plaintiff is
27 entitled to recover attorneys' fees and costs.

1 **THIRD CAUSE OF ACTION**

2 **RETALIATION AND/OR WRONGFUL TERMINATION**

3 **IN VIOLATION OF *LABOR CODE* § 6310, 6400, ET SEQ.**

4 **(Against HENKELS, MASTEC, and DOES 1–20)**

5 108. As a separate and distinct cause of action, Plaintiff complains and realleges all the
6 allegations contained in this complaint and incorporates them by reference into this cause of action as
7 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

8 109. At all times hereto, Labor Code §§ 6310 and 6400 et seq. were in full force and effect,
9 and were binding upon Defendants.

10 110. Labor Code § 6310 declares, in pertinent part, that no employer, or a person acting on
11 behalf of the employer, shall retaliate, or in any manner discriminate against an employee, because the
12 employee or a family member of the employee has made any oral or written complaint to their employer
13 with reference to employee safety or health. The public policy underlying Labor Code §6310 is not
14 merely to aid the reporting of actual safety violations; it is to prevent retaliation against those who in
15 good faith report working conditions they believe to be unsafe.

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

18 112. From approximately January 20, 2025 through at least February 20, 2025, Plaintiff
19 repeatedly complained to PARTIDA regarding unsafe working conditions arising from Defendants'
20 assignment of ADAM as Plaintiff's driver. Plaintiff informed Defendants that ADAM lacked required
21 training and experience, had not completed mandatory union bootcamp training, and repeatedly engaged
22 in unsafe practices, including operating the work truck without a spotter and failing to follow established
23 safety protocols. Plaintiff further reported multiple near-miss incidents resulting from ADAM's unsafe
24 conduct, including an incident in which Plaintiff was forced to jump out of the way to avoid being struck.
25 Plaintiff made these complaints in good faith to prevent serious injury and to compel Defendants to
26 comply with their nondelegable duty to provide a safe and healthful workplace. Plaintiff's complaints
27 concerned workplace safety hazards and constituted protected activity under Labor Code §§ 6310 and
28 6400.

1 113. Following Plaintiff's protected safety complaints, Defendants subjected Plaintiff to
2 adverse employment actions, including increased scrutiny of his performance, unjustified questioning of
3 his work and time records, heightened pressure regarding job completion, and ultimately the termination
4 of his employment. Defendants asserted that Plaintiff was terminated due to a purported lack of work;
5 however, Plaintiff alleges this explanation was pretextual. In reality, Defendants retaliated against and
6 wrongfully terminated Plaintiff because of his protected complaints regarding unsafe working conditions
7 and Defendants' failure to comply with their obligations under Labor Code § 6400. But for Plaintiff's
8 protected safety complaints, Defendants would not have subjected Plaintiff to such adverse actions or
9 terminated his employment, in violation of Labor Code § 6310. As a direct and proximate result of
10 Defendants' conduct, Plaintiff has suffered and continues to suffer actual, consequential and incidental
11 financial losses, including without limitation, loss of income, earnings, salary and benefits, and the
12 intangible loss of employment related opportunities in his field and damage to his professional
13 reputation, the exact amount of which is not yet known and will be shown according to proof at the time
14 of trial. Plaintiff also claims such amounts as damages pursuant to Civil Code §§ 3287, 3288 and/or other
15 statutes providing for prejudgment interest.

16 114. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
17 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
18 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
19 and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

20 115. The foregoing conduct of Defendants individually, or by and through their managing
21 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by
22 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel
23 and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats,
24 intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to
25 constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to punitive
26 damages in an amount appropriate to punish or make an example of Defendants.

27 116. In addition to all other remedies available, Plaintiff is entitled to reinstatement and
28 reimbursement for last wages and work benefits caused by the acts of Defendants.

117. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. This action will also result in the enforcement of the constitutional right to enjoying life and liberty, and pursuing and obtaining safety, all of which are important rights affecting the public interest. As a result, Plaintiff's attorneys' fees incurred while pursuing such claims should not, in the interest of justice, be paid out of the recovery. Accordingly, Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which Plaintiff is entitled to recover pursuant to Labor Code §§ 2699(g) and 2699.5, and/or Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Against HENKELS, MASTEC, and DOES 1–20)

118. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

119. At all relevant times mentioned in this complaint, Article I, Section 8 of the California Constitution was in full force and effect and binding on defendants. This law requires defendants to refrain from terminating a person for engaging in protected activity, including but not limited to protected activity under the *Government Code*, *Labor Code* and the *Code of Regulations*.

120. At all relevant times mentioned in this complaint, *Labor Code* §§ 98.6, 1102.5, 6310, 6400, & Government Code and other federal and/or California civil and/or criminal regulations, guidelines, directives, laws, judicial decisions, statutes and/or codes requiring employers to provide wages to their employees were in full force and effect and binding on Defendants, making it unlawful to retaliate against an employee who engaged in protected activities as defined by California law.

121. California law prohibits termination or other adverse employment actions against employees for reasons that violate public policy. Plaintiff is informed and believes and thereon alleges that Defendants violated public policy by terminating their employment for reasons that violate public policy of the State of California.

1 122. Defendants' termination of Plaintiff's employment violated California statutes and/or
2 common law that inure to the benefit of the public at large and are a statement of California public policy,
3 including, but not limited to, *Labor Code* §§ 98.6, 1102.5, 6310, 6400, Government Code § 12940 et
4 seq., and other federal and/or California civil and/or criminal regulations, guidelines, directives, laws,
5 judicial decisions, statutes and/or codes requiring employers to provide safe working environments to
6 their employees and/or to prevent the spread of known diseases/illnesses in the workplace and respect
7 complaints of the same. These laws, statutes and their interpretative regulations inure to the benefit of
8 the public at large, and embody fundamental public policy of the State of California and/or the United
9 States.

10 123. Defendants' termination of Plaintiff's employment was in direct violation of common
11 law, federal laws and California laws that inure to the benefit of the public at large and are a statement
12 of California and Federal public policy, including, but not limited to, laws prohibiting retaliation in the
13 workplace, laws protecting an employee's right to rest breaks, request reasonable, laws protecting an
14 employee's right to complain of harassment, discrimination and/or retaliation in the workplace. These
15 laws, statutes and their interpretative regulations inure to the benefit of the public at large, and embody
16 fundamental public policy of the State of California and/or the United States. In terminating Plaintiff
17 based on their complaints of violations of California Law, including but not limited to the *Labor Code*,
18 Defendants violated said public policies.

19 124. During Plaintiff's employment, Plaintiff repeatedly reported health and safety concerns
20 to Defendants, including unsafe working conditions created by the assignment of an inadequately trained
21 driver, ADAM. Rather than address these concerns, Defendants ignored Plaintiff's complaints, subjected
22 him to unjustified discipline and heightened scrutiny, and ultimately terminated his employment.
23 Plaintiff persistently raised safety objections until Defendants reassigned ADAM and reinstated Andy
24 Ruvalcaba as Plaintiff's driver. Mr. Ruvalcaba thereafter informed Defendants of his intent to take job-
25 protected paternity leave, rendering him a member of a protected class. Plaintiff's continued advocacy
26 for workplace safety and his association with Mr. Ruvalcaba placed Plaintiff within the scope of conduct
27 protected by fundamental public policies of the State of California prohibiting retaliation and
28 discrimination in the workplace.

1 125. At all relevant times, Plaintiff engaged in conduct protected by well-established public
2 policies embodied in Labor Code §§ 6310 and 6400, as well as Government Code § 12940 et seq., by
3 reporting unsafe working conditions and opposing practices that jeopardized employee safety, and by
4 associating with an employee who disclosed an intent to exercise CFRA-protected leave. Plaintiff was
5 wrongfully terminated as a final act of retaliation for engaging in this protected conduct and because of
6 his protected association. By terminating Plaintiff for these reasons, Defendants violated fundamental
7 public policies designed to protect employees and the public at large from unsafe workplaces, retaliation,
8 and discrimination.

9 126. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has suffered
10 and continues to suffer actual, consequential and incidental financial losses, including without limitation,
11 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
12 in their field and damage to his professional reputation, the exact amount of which is not yet known and
13 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
14 pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

15 127. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
16 and continues to suffer severe and serious emotional and physical distress, including, but not limited to,
17 emotional trauma, physical manifestations of emotional distress, personal injuries, physical injuries, pain
18 and suffering, personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be
19 shown according to proof.

20 128. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating
21 him because he complained to Defendants its health and safety law violations, and discriminating
22 Plaintiff due to his association with a member of a protected class, subjected Plaintiff to cruel and unjust
23 hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff
24 would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon
25 alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to Plaintiff.
26 Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by
27 officers, directors or managing agents of the company and/or was the result of the application of
28 unlawful, malicious or oppressive policies. As a consequence of the aforesaid oppressive, malicious, and

1 despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants in a sum to
2 be shown according to proof at trial.

3 129. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
4 is entitled to recover pursuant to *Code of Civil Procedure* §1021.5.

5
6 **FIFTH CAUSE OF ACTION**
7 **VIOLATION OF *LABOR CODE* §§ 201-203**
8 **(Against All Defendants and DOES 1-20)**

9 130. As a separate and distinct cause of action, Plaintiff complains and realleges all the
10 allegations contained in this complaint and incorporates them by reference into this cause of action as
11 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

12 131. At all times herein set forth, California *Labor Code* § 201 provides that if an employee
13 involuntarily ends their employment with an employer, the wages earned and unpaid at the time their
14 employment ends are due and payable at the time of the employee's termination. Similarly, California
15 *Labor Code* § 202 provides that if an employee voluntarily ends their employment with an employer,
16 the wages earned and unpaid at the time their employment ends are due and payable within seventy-two
17 (72) hours of the employee's separation of employment.

18 132. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
19 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
20 employer, who violates, or causes to be violated" sections 201, 202 & 203 "may be held liable as the
21 employer for such violation." This includes any owner, director, officer, or managing agent of the
22 employer. Plaintiff is informed and believes, and thereupon alleges, that PARTIDA and MARCIAL are
23 owners, directors, officers, and/or managing agents of the other Defendants, such that they are liable for
24 waiting time penalties as set forth above.

25 133. During the relevant time period, in violation of California *Labor Code* §§ 201 & 202,
26 Defendants failed to pay Plaintiff his wages earned and unpaid as of the day he was terminated and/or
27 within 72 hours of his last day of work.

28 134. California *Labor Code* § 203 provides that if an employer willfully fails to pay, without

1 abatement or reduction, in accordance with *Labor Code* §§ 201 & 202, any wages of the employee shall
2 continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is
3 commenced; but the wages shall not continue for more than thirty (30) days. Suit may be filed for these
4 penalties at any time before the expiration of the statute of limitations on an action for the wages from
5 which the penalties arise.

6 135. Pursuant to California *Labor Code* § 203, Plaintiff is entitled to recover from Defendants
7 the statutory penalty for each day he was not paid at his regular rate of pay for up to a thirty (30) day
8 maximum.

9 136. Plaintiff is entitled to recover all unpaid wages, and such general and special damages as
10 may be appropriate, as well as interest on all due and unpaid wages, accrued from the date that the wages
11 were due and payable, at the rate of interest specified in subdivision (b) of § 3289 of the Civil Code, and
12 an award of reasonable of costs and reasonable attorneys' fees.

13 **SIXTH CAUSE OF ACTION**

14 **VIOLATION OF *LABOR CODE* § 204**

15 **(Against All Defendants and DOES 1– 20)**

16 137. As a separate and distinct cause of action, Plaintiff complains and realleges all the
17 allegations contained in this complaint and incorporates them by reference into this cause of action as
18 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

19 138. At all times herein set forth, California *Labor Code* § 204 establishes the right of all
20 employees in the State of California to be paid wages in a timely fashion for their work.

21 139. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
22 upon Defendants and each of them. This statute provides that “any ... person acting on behalf of an
23 employer, who violates, or causes to be violated” § 204 “may be held liable as the employer for such
24 violation.” This includes any owner, director, officer, or managing agent of the employer. Plaintiff is
25 informed and believes, and thereupon alleges, that PARTIDA and MARCIAL are owners, directors,
26 officers, and/or managing agents of the other Defendants, such that they are liable for waiting time
27 penalties as set forth above.

28 140. At all times herein set forth, during the relevant time period, rather than paying Plaintiff

1 all of the wages Plaintiff was owed, Defendants consistently deprived Plaintiff of such wages.
2 Consequently, in violation of *Labor Code* § 204, Defendants failed to pay Plaintiff all of his wages
3 earned throughout Plaintiff's employment at the time they were due, i.e. on a bimonthly basis.

4 141. As a result of Defendants' violations of California *Labor Code* § 204, Plaintiff is entitled
5 to recover all unpaid wages, and such general and special damages as may be appropriate, as well as
6 interest on all due and unpaid wages, accrued from the date that the wages were due and payable, at the
7 rate of interest specified in subdivision (b) of § 3289 of the *Civil Code*, a \$50 dollar civil penalty for the
8 initial pay period in which Plaintiff was not paid his wages in a timely manner, an additional \$100 civil
9 penalty for each subsequent pay period which Plaintiff was not paid his wages in a timely manner, and
10 all reasonable costs and attorneys' fee incurred in pursuing the same.

11 **SEVENTH CAUSE OF ACTION**

12 **VIOLATION OF *LABOR CODE* § 226**

13 **(Against All Defendants and DOES 1-20)**

14 142. As a separate and distinct cause of action, Plaintiff complains and realleges all the
15 allegations contained in this complaint and incorporates them by reference into this cause of action as
16 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

17 143. At all times herein set forth, *Labor Code* § 226 requires employers to provide employees
18 with accurate wage statements, which include all wages earned.

19 144. At all relevant times, *Labor Code* §558.1 was in full effect and was binding upon
20 Defendants and each of them. This statute provides that "any ... person acting on behalf of an employer,
21 who violates, or causes to be violated" § 226 "may be held liable as the employer for such violation."
22 This includes any owner, director, officer, or managing agent of the employer. Plaintiff is informed and
23 believes, and thereupon alleges, that PARTIDA and MARCIAL are owners, directors, officers, and/or
24 managing agents of the other Defendants, such that they are liable for waiting time penalties as set forth
25 above.

26 145. Defendants violated *Labor Code* § 226 when Defendants failed to report premium pay
27 for missed breaks and overtime, resulting from Defendants' violations of *Labor Code* §§ 226.7 and 558,
28 on each of Plaintiff's wage statements.

146. Pursuant to *Labor Code* § 226, Defendants are liable for “the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000).”

147. Pursuant to *Labor Code* § 226, Plaintiff is entitled to recover the maximum penalty of four thousand dollars (\$4,000), costs, and reasonable attorney's fees.

EIGHTH CAUSE OF ACTION

VIOLATION OF *LABOR CODE* § 226.7 AND 512

(Against All Defendants and DOES 1-20)

148. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

149. At all times herein set forth, Labor Code § 218 authorizes employees to sue directly for any wages or penalties due to them under the California Labor Code.

150. At all relevant times, Labor Code §558.1 was in full force and effect and was binding upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an employer, who violates, or causes to be violated" §§ 226.7 & 512 "may be held liable as the employer for such violation." This includes any owner, director, officer, or managing agent of the employer. Plaintiff is informed and believes, and thereupon alleges, that PARTIDA and MARCIAL is an owner, director, officer, and/or managing agent of the other Defendants, such that he is liable for waiting time penalties as set forth above.

151. At all times herein set forth, the California Industrial Wage Commission Order and Labor Code §§ 226.7(a) and 512 were applicable to Plaintiff's employment by Defendants.

152. At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California Industrial Welfare Commission.

153. At all times herein set forth, Labor Code § 512(a) provides that an employer may not

1 employ an employee for a work period of more than five (5) hours per day without providing the
2 employee with a meal period of not less than thirty (30) minutes, except that if the total work period per
3 day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent
4 of both the employer and the employee. The applicable Industrial Wage Commission Wage Orders
5 provide that unless the employee is relieved of all duty during their or their thirty-minute meal period,
6 the meal period shall be considered an "on duty" meal period that is counted as hours worked.

7 154. At all times set forth, California Labor Code § 512(a) further provides that an employer
8 may not employ an employee for a work period of more than ten (10) hours per day without providing
9 the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours
10 worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of
11 the employer and the employee only if the first meal period was not waived. The applicable Industrial
12 Wage Commission Wage Orders provide that unless the employee is relieved of all duty during their or
13 their thirty-minute meal period, the meal period shall be considered an "on duty" meal period that is
14 counted as hours worked.

15 155. During the relevant time period, Plaintiff, who was scheduled to work for a period of time
16 in excess of six (6) hours and who did not waive their legally-mandated meal periods by mutual consent,
17 was required to work for periods longer than five (5) hours without a meal period of not less than thirty
18 (30) minutes. Likewise, Plaintiff, who was scheduled to work in excess of ten (10) hours but not longer
19 than twelve (12) hours, and who did not waive his legally mandated meal periods by mutual consent,
20 was required to work in excess of ten (10) hours without receiving a second meal period of not less than
21 thirty (30) minutes.

22 156. At all times, within the relevant time period, Defendants required Plaintiff to work during
23 meal periods and failed to compensate Plaintiff for his work performed during meal periods. Defendants
24 did so despite knowing of their violations.

25 157. Defendants' conduct violates applicable orders of the California Industrial Wage
26 Commission, and California Labor Code §§ 226.7(a) and 512(a).

27 158. Pursuant to California Labor Code §§ 226.7(b) & 1194 and Civil Code §§ 3287(b) and
28 3289, Plaintiff is entitled to recover from Defendants one additional hour of pay at the employee's regular

1 rate of compensation for each work day that the meal period was not provided, interest on such
2 compensation not paid, costs and attorneys' fees, and any other relief the court deems appropriate.

3
4 **NINTH CAUSE OF ACTION**

5 **VIOLATION OF *LABOR CODE* § 510**

6 **(Against All Defendants and DOES 1-20)**

7 159. As a separate and distinct cause of action, Plaintiff complains and realleges all the
8 allegations contained in this complaint and incorporates them by reference into this cause of action as
9 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

10 160. At all times herein set forth, *Labor Code* § 218 authorizes employees to sue directly for
11 any wages or penalties due to them under the California *Labor Code*.

12 161. At all times herein set forth, the California Industrial Wage Commission Order and *Labor*
13 *Code* § 510 were applicable to Plaintiff's employment by Defendants.

14 162. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
15 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
16 employer, who violates, or causes to be violated" sections 510 & 1194 "may be held liable as the
17 employer for such violation." This includes any owner, director, officer, or managing agent of the
18 employer. Plaintiff is informed and believes, and thereupon alleges, that PARTIDA and MARCIAL are
19 owners, directors, officers, and/or managing agents of the other Defendants, such that they are liable for
20 the violations of the *Labor Code* alleged herein.

21 163. At all times herein set forth, *Labor Code* § 510 provides that no employer shall require
22 an employee to work in excess of eight hours in one workday and in excess of forty hours in one
23 workweek at less than one and one-half times the regular rate of pay for the employee. Furthermore, no
24 employer shall require an employee to work on the seventh day of work in any one workweek at less
25 than one and one-half times the regular rate of pay for the employee.

26 164. During the relevant time period, Defendants had required Plaintiff to work in excess of
27 eight (8) hours in a workday and of forty (40) hours in one workweek. During the relevant time period,
28 Defendants failed to compensate Plaintiff at the required overtime rate when he worked overtime,

1 thereby violating the applicable orders of the California Industrial Wage Commission, and *Labor Code*
2 §§ 510.

3 165. Pursuant to *Labor Code* § 1194, Plaintiff is entitled to recover from Defendants back pay
4 plus interest, reasonable attorney's fees, and costs of suit.

5
6 **TENTH CAUSE OF ACTION**

7 **VIOLATION OF *LABOR CODE* § 1194 AND 1197**

8 **(Against All Defendants and DOES 1–20)**

9 166. As a separate and distinct cause of action, Plaintiff complains and realleges all the
10 allegations contained in this complaint and incorporates them by reference into this cause of action as
11 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

12 167. At all times herein set forth, *Labor Code* § 218 authorizes employees to sue directly for
13 any wages or penalties due to them under the California Labor Code.

14 168. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
15 upon Defendants and each of them. This statute provides that “any ... person acting on behalf of an
16 employer, who violates, or causes to be violated” sections 1194 & 1197 “may be held liable as the
17 employer for such violation.” This includes any owner, director, officer, or managing agent of the
18 employer. Plaintiff is informed and believes, and thereupon alleges, that PARTIDA and MARCIAL are
19 owners, directors, officers, and/or managing agents of Defendants, such that they are liable for the
20 violations of the *Labor Code* alleged herein.

21 169. At all times herein set forth, the California Industrial Wage Commission Order and Labor
22 Code § 1197 were applicable to Plaintiff's employment by Defendants.

23 170. At all times herein set forth, California Labor Code § 1197 provides that the minimum
24 wage for employees fixed by the Industrial Wage Commission (“IWC”) is the minimum wage to be paid
25 to employees, and the payment of a less wage than the minimum so fixed is unlawful.

26 171. California *Labor Code* § 1182.12 provided and/or provides that the minimum wage
27 required to be paid to employees of all industries. During the relevant time period, Defendants failed to
28 pay Plaintiff the applicable minimum wage at the time owed for each hour worked beyond 8 hours in a

1 day or beyond 40 hours in a week, thus failed to pay the requisite minimum wages owed to Plaintiff for
2 their hours worked under California law and in violation of California *Labor Code* § 1197.

3 172. Pursuant to California *Labor Code* §§ 1194 and 1194.2(a), Plaintiff is entitled to recover
4 the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees,
5 and liquidated damages in an amount equal to the minimum wages unlawfully unpaid plus interest.

6
7 **ELEVENTH CAUSE OF ACTION**
8 **UNFAIR COMPETITION IN VIOLATION OF**
9 **BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**
10 **(Against All Defendants and DOES 1-20)**

11 173. As a separate and distinct cause of action, Plaintiff complains and realleges all the
12 allegations contained in this complaint and incorporates them by reference into this cause of action as
13 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

14 174. During the relevant time period, Defendants engaged in unlawful, deceptive and/or unfair
15 business practices as prohibited by California Business and Professions Code § 17200, including those
16 set forth in the preceding and foregoing paragraphs of this complaint, thereby depriving Plaintiff and
17 members of the general public of the minimum working standards, terms and conditions owed to Plaintiff
18 and the general public under California's Labor Code and the applicable IWC wage orders, as described
19 herein.

20 175. Defendants have engaged in unfair business practices in California by practicing,
21 employing and utilizing employment practices outlined in the preceding and foregoing paragraphs,
22 specifically, by requiring employees to perform the labor and services complained of herein without
23 proper compensation. Defendants' use of such practices constitute unfair business practices, unfair
24 competition and provides an unfair advantage over Defendants' competitors, all in violation of California
25 Business and Professions Code § 17200 et seq.

26 176. Plaintiff alleges that if Defendants are not enjoined from the conduct set forth above, they
27 will continue to: (a) fail to pay overtime and regular wages or minimum wages to those employed in the
28 same or similar capacity as Plaintiff, now and in the future; (b) fail to pay all compensation and/or wages

1 owed to Plaintiff, now and in the future; (c) fail to accurately report all hours worked and rates of pay as
2 required by Labor Code § 226(b); and (d) will continue to avoid paying the appropriate taxes, payroll
3 taxes, insurance and unemployment withholdings

4 177. As a result of Defendants' violations of Business and Professions Code § 17200, Plaintiff
5 requests that the Court issue a preliminary injunction and permanent injunction prohibiting Defendants
6 from engaging in the foregoing conduct at in the future.

7 178. Plaintiff also requests that the Court order Defendants to pay restitution to him in the form
8 of illegally retained earned overtime and/or minimum wages, and to disgorge all monies Defendants
9 illegally obtained by failing to pay taxes, state disability insurance premiums, and unemployment taxes,
10 obtained by way of its violations of California Business and Professions Code §§ 1700 et seq. and 17200
11 et seq.

12 179. Plaintiff, on behalf of the general public, seeks full restitution from Defendants, as
13 necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by
14 Defendants by means of its unfair business practices alleged herein.

15
16 **TWELFTH CAUSE OF ACTION**

17 **ASSOCIATIONAL DISCRIMINATION BASED ON SEX/GENDER**

18 **(Against HENKELS, MASTEC, and DOES 1-20)**

19 180. As a separate and distinct cause of action, Plaintiff complains and realleges all the
20 allegations contained in this complaint and incorporates them by reference into this cause of action as
21 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

22 181. At all times, California's Fair Employment and Housing Act ("FEHA"), as codified by
23 California Government Code §§ 12940 (a) and 12926 (o), prohibits discrimination against any individual
24 based on that individual's association with a member of a protected class, including one's sex and/or
25 gender as interpreted by California courts.

26 182. As alleged herein, Plaintiff preferred to work with driver Mr. Ruvalcaba, an employee
27 who had requested job protected paternity leave, thereby creating an association between Plaintiff and
28 his coworker who was a member of a protected class based on his sex/gender.

1 183. As a result of Plaintiff's association with coworker who was a member of a protected
2 class based on his sex/gender and/or engagement of protected activity in requesting paternity leave,
3 Defendants took a number of adverse employment actions against Plaintiff, including unjustified
4 discipline, a wrongful termination and other adverse employment actions. At all times, such conduct by
5 Defendants constitutes unlawful discrimination on the basis of Plaintiff's association and allyship with
6 his coworker who was a member of a protected class. By discriminating against Plaintiff on the basis of
7 Plaintiff's association with a member of protected class, Defendants is in violation of Government Code
8 §§ 12940 (a) and 12926 (o).

9 184. The discrimination and retaliation by Defendants, as described herein and above, created
10 a hostile, intimidating, and oppressive work environment for Plaintiff, whereby the conditions of his
11 employment were adversely altered. Further, the discrimination impeded Plaintiff's progress and the
12 enjoyment of his employment with Defendants. The discriminatory work environment existed on a
13 continuing and ongoing basis up to Plaintiff's termination.

14 185. At all times, Defendants knew, or should have known, that the conduct, acts, and failures
15 to act of Defendants and/or its employees, as described herein above, violated Plaintiff's rights under the
16 law. Likewise, Defendants knew, or in the exercise of reasonable care should have known, that unless
17 Defendants intervened to protect Plaintiff, and to adequately supervise, prohibit, discipline, and/or
18 otherwise penalize the conduct, acts, and failures to act of Defendants and others as described herein,
19 Defendants' failure to so protect, supervise, and intervene would have the effect of encouraging,
20 ratifying, condoning, increasing and/or worsening said conduct, acts, and failures to act,. Defendants
21 failed to take such action and, thus, such ratification resulted.

22 186. As a direct and proximate result of Defendants' conduct, as described herein, Plaintiff
23 has suffered and continues to suffer actual, consequential and incidental financial losses, including
24 without limitation, loss of income, earnings, salary and benefits, and the intangible loss of employment
25 related opportunities in his field and damage to his professional reputation, the exact amount of which
26 is not yet known and will be shown according to proof at the time of trial. Plaintiff also claims such
27 amounts as damages pursuant to Civil Code §§ 3287, 3288 and/or other statutes providing for
28 prejudgment interest.

187. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer emotional injuries, emotional distress and physical injuries, including related emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

188. The conduct of Defendants in discriminating against Plaintiff because of his association with individuals of a particular sex/gender and/or engagement in protected activity of taking paternity leave, as described herein, subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff described herein was done with an intent to cause injury to the Plaintiff. As a consequence of the aforesaid oppressive, malicious and/or fraudulent conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof pursuant to Government Code §§12965 & 12970.

189. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he is entitled to recover pursuant to California Government Code § 12965.

THIRTEENTH CAUSE OF ACTION

FAILURE TO TAKE ALL REASONABLE STEPS TO

PREVENT AND/OR REMEDY DISCRIMINATION AND/OR RETALIATION

(Against HENKELS, MASTEC, and DOES 1–20)

190. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

191. At all times relevant 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 to prevent and/or remedy discrimination and/or retaliation from occurring in Plaintiff's workplace.

192. As alleged herein, Defendants failed to take immediate and appropriate corrective action to prevent and/or remedy the discrimination and retaliation to which Plaintiff was subjected. Specifically,

1 after Mr. Ruvalcaba informed Defendants of his anticipated paternity leave, Defendants, through their
2 agents MARCIAL and PARTIDA, began to subject Plaintiff to heightened scrutiny and retaliatory
3 treatment because of his association with an employee who intended to exercise sex/gender-protected
4 leave rights. MARCIAL and PARTIDA became increasingly aggressive toward Plaintiff, including by
5 unjustifiably scrutinizing his performance, questioning his time sheets, and demanding photographic
6 proof of completed tasks, conduct that had not occurred prior to Plaintiff's association with Mr.
7 Ruvalcaba. This conduct was not based on any legitimate business reason, but rather on discriminatory
8 and retaliatory animus arising from Plaintiff's protected association. Despite knowledge of this conduct,
9 Defendants failed to take any reasonable steps to investigate, correct, or prevent the discrimination and
10 retaliation. By failing to take immediate and appropriate corrective and/or remedial action to prevent
11 and/or remedy the discrimination and retaliation to which Plaintiff was subjected, Defendants violated
12 Government Code § 12940(k).

13 193. At all times, Defendants knew of its legal obligations to maintain legal compliant policies
14 and procedures, knew of its obligations to properly train its employees as to employees right to
15 sex/gender protected leaves, knew of Plaintiff's association with a member of a protected class, and
16 knew of its legal obligations to stop or prohibit discriminatory conduct, but disregarded all these duties
17 and, instead, retaliated against Plaintiff and, ultimately, wrongfully terminated him. Rather than taking
18 reasonable steps to prevent and/or remedy discrimination and/or retaliation, Defendants continued to
19 discriminate and retaliate against Plaintiff through the end of Plaintiff's employment.

20 194. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
21 continues to suffer actual, consequential and incidental financial losses, including without limitation,
22 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
23 in his field and damage to his professional reputation, the exact amount of which is not yet known and
24 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
25 pursuant to *Civil Code* §§ 3287, 3288 and/or other statutes providing for prejudgment interest.

26 195. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
27 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
28 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness

1 and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof at trial.

2 196. The conduct of Defendants in failing to prevent and/or remedy discrimination and/or
3 retaliation in Plaintiff's workplace, as described herein, subjected Plaintiff to cruel and unjust hardship
4 in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer
5 damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that
6 Defendants' conduct against Plaintiff described herein was done with an intent to cause injury to
7 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
8 ratified by officers, directors or managing agents of the corporation and/or was the result of the
9 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
10 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
11 damages in a sum to be shown according to proof pursuant to *Government Code* §§ 12965 & 12970.

12 197. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
13 is entitled to recover pursuant to *Government Code* § 12965.

14
15 **FIFTEENTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEY GENERAL ACT**

17 **(Against All Defendants and DOES 1-20)**

18 198. As a separate and distinct cause of action, Plaintiff complains and realleges all the
19 allegations contained in this complaint and incorporates them by reference into this cause of action as
20 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

21 199. Under California's Private Attorney General Act ("PAGA"), codified per Labor Code §
22 2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself
23 and other current or former employees, seeking statutory civil penalties for Defendants' violations of the
24 California Labor Code.

25 200. Plaintiff was and is an aggrieved employee within the meaning of the PAGA and Labor
26 Code § 2699(c), in that he was employed by Defendants and personally suffered the same Labor Code
27 violations alleged in this Complaint and is therefore authorized to pursue representative claims for civil
28 penalties on behalf of themselves and other current or former employees who also sustained violations.

201. On December 10, 2025, more than 65 calendar days before filing this First Amended Complaint, Plaintiff gave written notice by online filing with the LWDA and provided notice via certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of PAGA and Labor Code § 2699.3.

202. As of the filing of this Complaint, Plaintiff has not received any notice from the LWDA that it intends to investigate or prosecute the alleged violations. Consequently, Plaintiff may now commence this civil action pursuant to PAGA and Labor Code § 2699.3.

203. As a direct and proximate result of Defendants' California Labor Code violations set forth in this Complaint, Plaintiff and other aggrieved employees are entitled to recover civil penalties as provided by PAGA and Labor Code § 2699(f) and by the specific Labor Code provisions that expressly provide for penalties. For violations not otherwise penalized, Plaintiff seeks civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, subject to any applicable adjustments or reductions as provided by statute, including those relating to cure, reasonable compliance efforts, or other mitigating factors, as amended effective June 19, 2024.

204. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code § 2699(g)(1)

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment, as follows:

1. For general damages in the amount of no less than \$5,000,000, according to proof;
2. For special damages in the amount of no less than \$5,000,000, according to proof;
3. For actual, consequential, and incidental damages in the amount of no less than \$5,000,000, according to proof;
4. For past and/or future economic damages, including all past and/or future lost earnings, wages, and/or benefits in the amount of no less than \$5,000,000, according to proof;

1 5. For past and/or future non-economic damages, including all past and/or future physical
2 injuries, emotional distress, pain, suffering, physical trauma, mental anguish, personal injuries, etc. in
3 the amount of no less than \$5,000,000, according to proof;

4 6. For punitive and exemplary damages in an amount sufficient to punish Defendants and
5 deter them from engaging in similar conduct in the future;

6 7. For all compensation and/or statutory penalties owed as required under *Labor Code*
7 and/or the PAGA;

8 8. For prejudgment and/or post-judgment interest, according to proof;

9 9. For reasonable attorneys' fees and costs of suit incurred herein through the date of final
10 judgment;

11 10. For experts' costs and fees incurred herein through the date of final judgment; and

12 11. For such other and further relief as the Court may deem just and proper.

13
14
15 Dated: February 17, 2026



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