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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL

CAMILO SALAZAR, an individual,

Plaintiff,

vs.

MIRACLE MILE PROPERTIES, LP, a
Delaware Limited Partnership registered to do
business in California; and DOES 1 through 30,
inclusive,

Defendants.

Case No.: 23STCV12784

INDIVIDUAL & REPRESENTATIVE
ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. FAILURE TO PAY ALL MINIMUM WAGES EARNED** (*Lab. Code §§ 510, 1194, 1194.2 & 1198*)
- 2. FAILURE TO PAY ALL OVERTIME WAGES EARNED** (*Lab. Code §§ 510, 1194, & 1198*)
- 3. FAILURE TO PROVIDE MEAL PERIODS** (*Lab. Code §§ 226.7 & 512*)
- 4. FAILURE TO PROVIDE REST PERIODS** (*Lab. Code §§ 226.7 & 512*)
- 5. FAILURE TO PAY ALL WAGES UPON DISCHARGE, WAITING TIME PENALTIES** (*Lab. Code §§ 201, 202, & 203*)
- 6. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS** (*Lab. Code §226*)
- 7. FAILURE TO KEEP ACCURATE PAYROLL RECORDS** (*Lab. Code §§ 1174 & 1174.5*)
- 8. FAILURE TO PAY REIMBURSEMENTS** (*Lab. Code §§ 221 & 2802*)
- 9. UNFAIR COMPETITION** (*Bus. & Prof. Code §§ 17200 et seq.*)
- 10. FAILURE TO ACCOMMODATE** (*Gov. Code § 12940(m)*)
- 11. CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY**
- 12. CIVIL PENALTIES PURSUANT TO P.A.G.A.** (*Cal. Lab. Code § 2699, et seq.*)

JURY TRIAL DEMANDED

COMES NOW Plaintiff CAMILO SALAZAR, an individual, who alleges, avers, and claims follow against Defendants MIRACLE MILE PROPERTIES, LP, a Delaware Limited Partnership registered to do business in California and DOES 1 through 30, inclusive:

PARTIES

1. Plaintiff, CAMILO SALAZAR (hereinafter “Salazar”) is an individual and at all times material herein was and is a resident of the City of Los Angeles, in the County of Los Angeles, California and was actively employed by DEFENDANTS, from April 4, 2011, to June 30, 2022, as a building maintenance worker. Plaintiff has been on medical leave since June 30, 2022, and has not returned to work since. Plaintiff has informed Defendants that he does not wish to resume employment with Defendants, by way of a demand letter sent through his counsel of record on May 17, 2023.

2. Defendant, MIRACLE MILE PROPERTIES, LP, (hereinafter “MMP”) a Delaware limited partnership registered to do business in California, with a business address of 4221 Wilshire Blvd., Suite 480, Los Angeles, CA 90010, is a large privately owned residential and commercial real estate holding company which owns numerous properties in or around Los Angeles County.

3. Plaintiff does not know the true names, identities and capacities of the defendants sued herein as DOES 1 through 30, inclusive, and each of them, and who therefore sues them by such fictitious names. When the true names, identities and capacities of such other defendants have been ascertained, permission of the court will be requested to amend this complaint to insert therein the true names, identities and capacities of said defendants.

4. At all times mentioned, Defendants, and each of them, were the employees, agents, servants and representatives of each of the remaining defendants and, at all times herein mentioned, were acting within the course and scope of such employment, agency, service and representation and all things alleged herein were done with the consent, permission, ratification and direction of each of the other Defendants.

5. Plaintiff is informed and believes, and based thereon alleges, that each Defendant sued in this action acts and acted, in all respects pertinent to this action, as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants.

6. Plaintiff is informed and believes, and based thereon alleges, that each Defendant sued in this action, including each Defendant sued by the fictitious names DOES 1 through 30, inclusive, is directly or indirectly responsible in some manner for the occurrences, controversies and damages alleged herein, in various capacities, including but not limited to serving as joint employer, joint tortfeasor, single enterprise, alter ego, or agents of the other Defendants. Each Defendant approved, participated in, controlled, or ratified the acts of all other Defendants.

JURISDICTION AND VENUE

7. This Court has personal jurisdiction over each of the Defendants because they are residents of and/or doing business in the State of California.

8. Under California Code of Civil Procedure Section 395(a), venue is proper in this county because the Defendants reside and/or do business in California.

9. Plaintiff has exhausted all administrative requirements for proceeding with claims under the Fair Employment and Housing Act (“FEHA”), codified at California Government Code, Section 12960, et seq., by timely filing an administrative complaint with the California Department of Fair Employment and Housing (“DFEH”) and receiving a Right-to-Sue letter. Plaintiff immediately received a Notice of Case Closure and Right-to-Sue letter dated May 31, 2023. A true and correct copy of Plaintiff’s Right-to-Sue letter and DFEH complaint are attached hereto as **Exhibit A** and fully incorporated herein by reference.

10. On or about June 1, 2023, Plaintiff sent a letter by Certified Mail to Defendant Miracle Mile Properties, LP, giving notice of Defendants' Labor Code and Wage Order violations, as alleged herein. A copy of said letter was also submitted on the same date to the California Labor and Workplace Development Agency ("LWDA"), via the online filing system to exhaust the administrative requirements for proceeding with civil penalties under the Private Attorney General Act ("PAGA"), Labor Code Section 2698 et seq. A true and correct copy of the June 1, 2023, letter to the LWDA is attached hereto as **Exhibit B** and fully incorporated herein by reference.

11. Plaintiff afforded LWDA the opportunity to consider and decline to prosecute Plaintiff's notice of Defendants' Labor Code violations, after notice of Plaintiff's intent to prosecute a private enforcement action for civil penalties under PAGA cause of action against Defendants, pursuant to

California Labor Code section 2699.3, subdivision (a)(2)(A).

12. The amount in controversy in this matter exceeds the sum of Twenty-Five Thousand Dollars (\$25,000.00), exclusive of interest, costs, and fees.

GENERAL ALLEGATIONS

13. On or about April 4, 2011, Plaintiff was hired by MMP as a maintenance worker, assigned to maintain HVAC units in properties owned by MMP.

14. At all times material herein, Salazar was a certified HVAC technician, yet was identified as a rover in his job description travelling to different MMP properties located in the Greater Los Angeles area.

15. Mr. Salazar's regular work hours were from 9 A.M. to 6 P.M., Monday through Friday and was paid on an hourly basis. Mr. Salazar's time was tracked via a third-party electronic phone system maintained by a company named BBSI. Mr. Salazar would clock-in when he reported to the first jobsite he was assigned to and would clock-out when he completed his work for the day, but before he returned home.

16. Salazar was regularly overloaded on daily assignments causing Salazar to accrue overtime hours, on average six hours of overtime per week. Despite regularly working overtime throughout his entire employment with MMP, Salazar was never paid for any overtime actually earned.

17. Salazar worked overtime through no fault of his own because of the heavy assignment workload that needed to be completed before the end of each workday, undue delays in purchase order fulfillments caused by his assigned dispatchers, and safety concerns with exposed wiring and machinery especially in residential units.

18. On July 22, 2018, Salazar was given a pay raise to \$29/hour which was the last pay raise he has received from MMP to June 20, 2022. Despite holding a valid HVAC technician certification, MMP improperly classified Salazar as a building maintenance worker to justify a lower pay rate.

19. Salazar raised this issue with MMP management at least once a year after his final raise but his requests for a pay raise or adjustment were ignored or dismissed.

20. Outside of the dispatchers, Salazar primarily dealt with two individuals from MMP's

1 management team.

2 21. Salazar identifies Sam Sufrin (“Sufrin”) who is the executive director of MMP in
3 charge of building maintenance including managing the maintenance workers and third-party
4 maintenance contractors.

5 22. Lionel Levy (“Levy”) is identified as MMP’s Chief Operating Officer primarily
6 responsible for ensuring legal compliance and whether the buildings owned by MMP are compliant
7 with the relevant building codes.

8 23. Mr. Levy occasionally assigned Salazar to report to certain buildings suspected as being
9 non-code-compliant, to have Salazar to do follow up repairs and ensure the buildings were code-
10 compliant for upcoming inspections.

11 24. Mr. Levy also advocated for Salazar to receive wage increases and accommodations on
12 multiple occasions because he recognized Salazar as a highly competent and productive HVAC
13 technician. Despite Mr. Levy’s recommendations, Mr. Sufrin did not authorize a pay raise for Salazar
14 after July 22, 2018.

15 25. Throughout his employment with MMP, Salazar was heavily relied upon to fix HVAC
16 units at properties owned by MMP throughout the greater Los Angeles area. On top of his typical
17 technician duties, Salazar was occasionally called to repair botched installations from third-party
18 maintenance contractors who repeatedly failed to properly install or repair HVAC units that Salazar
19 would be forced to repair after installation failures.

20 26. In or about the year 2020, Mr. Salazar was called to assist with the repair of a 10-ton
21 HVAC unit on top of a restaurant. Salazar had not fixed a unit of that size previously nor did he have
22 the tools necessary, yet he was still able to repair the unit where the hired contractors were unable to
23 find a working solution.

24 27. Ever since showing aptitude in repairing industrial HVAC units, Salazar was tasked
25 with a mix of residential and commercial assignments up to 12-ton units when he was previously only
26 tasked with working up to 4-ton units. Despite the increased workload and the need to purchase new
27 tools to service industrial units, Salazar was repeatedly denied any pay raise by MMP management,
28 and he was not reimbursed for necessary expenditures incurred as a result of his employment.

28. On September 20, 2021, Salazar was involved in a 4-vehicle accident while driving on the freeway between assigned worksites causing fractures in his ribs and sternum, among other injuries. He was taken to the hospital, and he was declared temporary totally disabled by his workers' compensation doctor for 3 months and promptly notified his employer of the same.

29. Unfortunately, Salazar did not receive proper treatment or diagnosis from his assigned workers' compensation doctor and was sent to work too soon as his fractures hadn't healed by the time he was scheduled to return, and he was still in pain from his injuries.

30. On December 20, 2021, Salazar returned to work. He complained to the dispatchers and MMP management that he could not fulfill all of his job functions because of the pain from the fractures and the loss of balance caused by the accident.

31. Upon his return and throughout the period in which Salazar returned to work, he requested reasonable accommodations as he was unable to complete his assigned work duties without assistance, but no accommodations were provided outside of suggesting that Salazar contact the assigned buildings' respective maintenance workers to assist him in the repairs. This response was not a reasonable accommodation as the maintenance workers for each building had their own assignments to complete and they could not attend to Salazar's needs while he was conducting repairs at each building.

32. On June 30, 2022, Salazar fell off a stepladder while at work as a result of the continuing loss of balance and pain from the unhealed fractures. From the time that he returned to work to the date he went on medical leave, Salazar was forced to work through the pain while resuming the grueling workload he was assigned prior to his injury. He was taken to the hospital and has not returned to work since as he was again declared temporary totally disabled by his health care provider on accounting of the lingering injuries.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES EARNED

[PLAINTIFF AGAINST ALL DEFENDANTS]

(Labor Code §§ 510, 1194, 1194.2, 1197, 1198, Wage Order 4-2001 and 16-2001, §3(A))

33. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 32,

1 inclusive as though fully set forth herein.

2 34. At all times relevant to this Complaint, the California Wage Orders and California Code
3 of Regulations were in effect and binding on Defendants. In addition, at all times material herein,
4 Plaintiff was under the protection of California Wage Order and California Code of Regulations
5 requirement.

6 35. Plaintiff was at all times material employed by Defendants. However, during this time
7 Defendants failed to pay Plaintiff for all overtime hours worked in accordance with applicable Labor
8 Code and Wage Order provisions. Specifically, Plaintiff worked certain overtime hours without any
9 payment at all, inclusive of minimum wage.

10 36. As a result, Defendants are liable to Plaintiff for the liquidated damages plus interest
11 pursuant to Labor Code § 1194.2, in an amount according to proof at trial.

12 37. Defendants are also liable for attorney's fees, interest, and costs of suit pursuant to
13 Labor Code § 1194.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY ALL OVERTIME WAGES EARNED**

16 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

17 (Labor Code §§ 510, 1194, 1198, Wage Order 4-2001 and 16-2001, §3(A))

18 38. Plaintiff incorporates by reference and realleges paragraphs 1 through 37, inclusive, as
19 though set forth fully herein.

20 39. Plaintiff worked in California and/or under California law.

21 40. At all times relevant herein, California Labor Code §510 and IWC Wage Order 4-2001
22 and 16-2001 required employers, like Defendants, to pay non-exempt employees overtime premium(s)
23 for hours worked in excess of 8 (or in excess of 12) in a given workday, 40 in a given workweek, or on
24 the seventh day worked in a single workweek. Pursuant to California Labor Code §1198, it is unlawful
25 to employ persons for hours longer than the hours set by the Industrial Welfare Commission ("IWC"),
26 or under conditions prohibited by the applicable wage orders of the IWC.

27 41. Plaintiff was a non-exempt employee entitled to be paid overtime compensation for all
28 overtime hours worked.

1 42. Plaintiff worked in excess of eight hours per day and in excess of 40 hours per week,
2 and Defendants unlawfully failed to pay the proper overtime compensation required in violation of
3 IWC Wage Order Nos. 4 and 16, and the California Labor Code §§ 510 and 1198, throughout the
4 Period and continuing to the present. Pursuant to California Labor Code § 1194, Plaintiff is entitled to
5 recover the unpaid overtime compensation.

6 43. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
7 Plaintiff sustained damages, including loss of earnings for hours of overtime worked on behalf of
8 Defendants in an amount to be established at trial, plus interest, attorneys' fees and costs pursuant to
9 Labor Code § 1194.

10 44. Defendants' failure to pay overtime was done willfully, in bad faith, in knowing
11 violation of the California Labor Code and IWC Wage Order 4-2001 and 16-2001, and with malice.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL PERIODS**

14 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

15 (Labor Code §§ 226.7 and 512, Wage Order 4-2001 and 16-2001, §3(A))

16 45. Plaintiff incorporates by reference and realleges paragraphs 1 through 44, inclusive, as
17 though set forth fully herein.

18 46. As alleged herein, Defendants have maintained a policy and/or practice whereby
19 Plaintiff was denied meal breaks required by California law. Specifically, Defendants have
20 systematically failed and/or refused to provide Plaintiff with uninterrupted, off-duty meal break of at
21 least 30 consecutive minutes in duration, as guaranteed to them as employees under California Labor
22 Code sections 226.7 and 512, and Wage Order 4-2001 and 16-2001.

23 47. Over the course of employment with MMP, Salazar was not given time to take a proper
24 meal break given his burdensome workload.

25 48. In order to return home at a reasonable time, Salazar regularly had to pick up lunch in
26 between job assignments and eat lunch while driving to the next work site and was therefore not
27 afforded an uninterrupted, off-duty meal break of at least 30 minutes.

28 49. Wage Orders 4-2001 and 16-2001 require an employer to pay an employee an

1 additional hour of compensation for every shift that a mandated meal period is not provided.

2 50. California Labor Code § 226.7, subdivision (b), likewise requires an employer to pay an
3 employee an additional hour of compensation for every shift that a meal period required by the
4 California Wage Orders is not provided.

5 51. At all times relevant herein, Defendants have failed and/or refused to provide Plaintiff
6 with the additional compensation for missed, late, or interrupted meal periods required by California
7 Labor Code section 226.7 and Wage Order 4-2001 and 16-2001.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST PERIODS**

10 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

11 (Labor Code §§ 226.7 and 512, IWC Wage Order 4-2001 and 16-2001, §11)

12 52. Plaintiff incorporates by reference and realleges paragraphs 1 through 51, inclusive, as
13 though set forth fully herein.

14 53. As alleged herein, Defendants have maintained a policy and/or practice whereby
15 Plaintiff was denied rest breaks required by California law. Specifically, Defendants have
16 systematically failed and/or refused to provide Plaintiff with all uninterrupted, off-duty rest breaks of
17 at least 10 consecutive minutes in duration, as guaranteed to him as an employee under California
18 Labor Code sections 226.7 and 512, and Wage Order 4-2001 and 16-2001.

19 54. Over the course of employment with MMP, Salazar was not given time to take a proper
20 rest break given his burdensome workload.

21 55. In order to return home at a reasonable time, Salazar regularly had to forgo his rest
22 breaks to ensure that he could finish his assignments.

23 56. Additionally, Salazar was not able to take rest breaks when repairing HVAC units in
24 residential buildings due to safety concerns with exposed equipment and wiring without supervision.

25 57. Wage Orders 4-2001 and 16-2001, require an employer to pay an employee an
26 additional hour of compensation for every shift in which said employee was not authorized or
27 permitted to take a mandated rest period.

28 58. California Labor Code section 226.7, subdivision (b), likewise requires an employer to

1 pay an employee an additional hour of compensation for every shift that a rest period mandated by the
2 California Wage Orders is not provided.

3 59. At all times relevant herein, Defendants have failed and/or refused to provide Plaintiff
4 with a premium hour of pay for each missed, late, or interrupted rest periods, pursuant to California
5 Labor Code section 226.7 and Wage Order 4-2001 and 16-2001.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY ALL WAGES UPON DISCHARGE, WAITING TIME PENALTIES**
8 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

9 (Labor Code § 203, IWC Wage Order 4-2001 and 16-2001 §3(A))

10 60. Plaintiff incorporates by reference and realleges paragraphs 1 through 59, inclusive, as
11 though set forth fully herein.

12 61. Sections 201 and 202 of the California Labor Code require employers to promptly pay
13 all wages owing to an employee at the conclusion of employment.

14 62. Plaintiff is currently on medical leave and is no longer working for Defendants. When
15 Plaintiff's employment was terminated by Defendants, Plaintiff did not receive all compensation due
16 and owing as required pursuant to Labor Code § 203, which provides that an employee's wages shall
17 continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

18 63. Specifically, Defendants did not pay Plaintiff all minimum wages, regular wages, or
19 overtime wages owed after discharge.

20 64. Plaintiff has not been paid all wages earned for more than thirty (30) days. Defendants'
21 failure to pay Plaintiff all wages owed was willful.

22 65. Plaintiff is therefore entitled to thirty (30) days of waiting time penalties against
23 Defendants in an amount to be determined at trial. Plaintiff also requests recovery of reasonable
24 attorney's fees pursuant to Labor Code § 218.5.

25 **SIXTH CAUSE OF ACTION**

26 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
27 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

28 (Labor Code §§ 226 and IWC Wage Order 4-2001 and 16-2001, §7(B))

1 66. Plaintiff incorporates by reference and realleges paragraphs 1 through 66, inclusive, as
2 though set forth fully herein.

3 67. Labor Code § 226(a) requires Defendants, at the time of each payment of wages, to
4 provide each employee with an accurate wages statement itemizing among other things, the total hours
5 worked by the employee, the applicable hourly rate, the gross and net wages earned by the employee in
6 the pay period, and the name and address of the legal entity that is the employer.

7 68. Defendants failed to keep accurate time of Plaintiff's work hours and failed to pay all
8 wages earned. As a result, Plaintiff's wage statements are inaccurate. Defendants have knowingly and
9 intentionally failed to comply with Labors Code section 226(a).

10 69. By failing to keep adequate records, as required by Labor Code section 226, Defendants
11 have injured Plaintiff and made it costlier to calculate the unpaid wages due to Plaintiff and not
12 compensated by Defendants (including wages, interest, and penalties therein).

13 70. Plaintiff seeks to recovery penalties by Labor Code section 226(e) and 226.3 for the
14 wage statement violations committed by Defendants, and reasonable attorney's fees.

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17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**

19 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

20 (Labor Code §1174, 1174.5 and IWC Wage Order 4-2001 and 16-2001, §7(A))

21 71. Plaintiff incorporates by reference and realleges paragraphs 1 through 70, inclusive, as
22 though set forth fully herein.

23 72. In relevant part, Labor Code § 1174(d) requires employers to keep payroll records
24 showing the hours worked daily by and the wages paid to employees. Likewise, the relevant Wage
25 Orders require employers to keep accurate records for each employee in regards to total wages paid
26 each payroll period, total hours worked in the pay period and applicable rates of pay, as well as time
27 records showing when employees begin and end each work period, including meal periods, split shift
28 intervals, and total daily hours.

73. Defendants violated Labor Code § 1174 (d), Wage Order 4-2001 and 16-2001, § 7(A), by knowingly, intentionally, and willfully failing to keep accurately payroll records showing the actual hours worked and income earned each day by Plaintiff.

74. As a result of Defendants' failure to maintain accurate payroll records, Plaintiff has suffered actual economic harm as they have been precluded from accurately monitoring their number of hours worked and thus hindered in seeking all wages owed, including wages for all hours worked.

75. As a result of Defendants' unlawful acts, Defendants are subject to penalties, attorneys' fees and costs, pursuant to Labor Code § 1174.5, and IWC Wage Order 4-2001 and 16-2001 §20(A).

EIGHTH CAUSE OF ACTION

FAILURE TO PAY REIMBURSEMENTS

[PLAINTIFF AGAINST ALL DEFENDANTS]

(Cal. Labor Code §§ 221 & 2802)

76. Plaintiff incorporates by reference and realleges paragraphs 1 through 75, inclusive as though set forth fully herein.

77. At all times material herein, California Labor Code §§ 221 and 2802 were in full force and effect and binding on Defendants. Said sections require employers to indemnify its employees for all expenditures and losses incurred by Plaintiff in direct consequence of the discharge of duties.

78. In violation of California Labor Code §§ 221 and 2802, Plaintiff failed to receive reimbursements for expenses while employed by Defendants, including but not limited to tools and vehicle maintenance necessary to perform his job duties.

79. By way of example, in 2020, Plaintiff was asked to repair a large industrial HVAC unit with which he was not regularly familiar, nor did he have the tools to repair an industrial unit given that he typically worked on smaller residential HVAC units.

80. After having successfully repaired the larger industrial unit, Defendants began assigning Plaintiff industrial repairs which required specific tools and materials that were not in Plaintiff's possession and that he would be forced to purchase to complete the repairs.

81. Defendants declined to reimburse Plaintiff for necessary expenditures incurred by him in direct consequence of the discharge of his duties throughout the duration of his employment in

1 violation of Labor Code § 2802.

2 82. Plaintiff is informed and believes, and thereon alleges, that he is entitled to
3 reimbursement for all expenses necessarily incurred in the course and scope of his employment in an
4 amount according to proof at trial.

5 **NINTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

8 (Bus. & Prof. Code §§ 17200 et seq.)

9 83. Plaintiff incorporates by reference and realleges paragraphs 1 through 82, inclusive, as
10 though set forth fully herein.

11 84. California has an important public policy of protecting the welfare of employees, and
12 thus provides for necessary meal and rest periods and that statutorily guaranteed wages be paid for all
13 hours worked and for missed meal and rest periods. California also prohibits deductions to wages
14 unless authorized by law. See Cal. Lab. Code §§ 221, 224, 226.7, 512 & 1197. Defendants' willful
15 scheme, through which Plaintiff was denied all minimum wages and overtime wages earned, mandated
16 meal and rest periods, premium wages for missed meal and rest periods, and accurate wage statements,
17 has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other employees, and the
18 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
19 meaning of Code of Civil Procedure section 1021.5.

20 85. A violation of California Business & Professions Code sections 17200 et seq. may be
21 predicated on the violation of any state or federal law. Defendants' activities, as alleged herein, are
22 violations of California law, and constitute unlawful business acts and practices in violation of
23 California Business & Professions Code sections 17200 et seq.

24 86. Plaintiff is an hourly wage-earning worker dependent on Defendants for his livelihood
25 and does not have the same bargaining advantage as Defendants. Defendants' failure to, inter alia, pay
26 all minimum and overtime wages earned, pay premium wages for missed meal and rest periods, keep
27 accurate records, and provide accurate wage statements is unlawful and unfair. Throughout the time
28 relevant to this action, Defendants, as described herein, have failed and/or refused to abide by the

1 minimum-employee protections that have long been set forth in California law.

2 87. Defendants' scheme allows Defendants to strip Plaintiff of his fundamental employment
3 rights, such as the rights to minimum wage, overtime wages, mandated meal and rest periods, premium
4 wages for missed meal and rest periods, itemized wage statements, and the prompt payment of full
5 wages within time limits set by law, as provided under various provisions of the Labor Code and Wage
6 Orders 4-2001 & 16-2001.

7 88. Plaintiff is also entitled to an award of attorneys' fees and costs pursuant to the common
8 fund doctrine, California Code of Civil Procedure section 1021.5, and other applicable laws.

9 **TENTH CAUSE OF ACTION**

10 **FAILURE TO ACCOMMODATE**

11 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

12 (Government Code § 12940(m))

13 89. Plaintiff incorporates by reference and realleges paragraphs 1 through 88, inclusive, as
14 though set forth fully herein.

15 90. At all times material herein, Defendants were required to comply with the obligations
16 imposed by FEHA and Plaintiff was an employee protected by the FEHA.

17 91. The FEHA prohibits "an employer or other entity covered by this part to fail to make
18 reasonable accommodations for the known physical or mental disability of an applicant or employee."
19 Government Code §12940(m).

20 92. Plaintiff requested accommodation multiple times from his dispatchers and MMP
21 management upon his return back to work after the automobile accident.

22 93. He informed Defendants that he was unable to complete his job responsibilities,
23 including lifting heavy HVAC unit components and carrying large ladders to and from the jobsite, due
24 to pain caused by his injuries.

25 94. Defendants, and each of them, through their course of conduct, denied Plaintiff
26 reasonable accommodations including reliable assistance in completing his work duties given the
27 injuries he sustained during his employment with Defendants.

28 95. Instead of providing Plaintiff with reasonable accommodations, Defendants improperly

1 delegated the requests for accommodation to the building managers knowing that the managers had
2 their own daily assignments and could not attend to Plaintiff as required due to his physical disability.

3 96. Defendants would not have been placed under any undue hardship had they provided
4 Plaintiff various accommodations that would have allowed him to perform his duties safely and
5 without pain or suffering.

6 97. As a proximate result of the aforementioned adverse employment actions by Defendants
7 against Plaintiff, he has suffered and continues to sustain substantial losses in earnings and other
8 employment benefits in an amount according to proof at trial.

9 98. Defendants committed the acts alleged herein maliciously, fraudulently, oppressively,
10 and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive
11 amounting to malice. Alternatively, Defendants' despicable conduct was carried out in conscious
12 disregard of Plaintiff's rights. As a result of Defendants' conduct, Plaintiff is entitled to recover
13 punitive damages in an amount commensurate with each Defendant's wealth.

14 99. Plaintiff has also incurred and continues to incur attorneys' fees and legal expenses in
15 an amount according to proof at the time of trial.

16 **ELEVENTH CAUSE OF ACTION**

17 **CONSTRUCTIVE TERMINATION VIOLATION OF PUBLIC POLICY**

18 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

19 100. Plaintiff incorporates by reference and realleges paragraphs 1 through 99, inclusive, as
20 though set forth fully herein.

21 101. Defendants have engaged in the wrongful constructive discharge of Plaintiff's
22 employment given that Plaintiff has repeatedly been demoted from pay raises and retaliated against on
23 account of his voiced opposition to any unlawful practices asked of him during his employ with
24 Defendants.

25 102. Defendants continually subjected Plaintiff to conflicting instruction and work orders, to
26 wit, to make repairs on the one hand, only to receive a conflicting instruction to stop, delay, or
27 undermine the repair by orders of the dispatchers and Mr. Sufrin's mandates to provide temporary
28 solutions as opposed to permanent fixes in order to increase MMP efficiency and profits.

1 103. This conduct thereby created intolerable working conditions for the most experienced
2 HVAC technician of Defendants whose demands for pay raises ever since July 22, 2023, fell on deaf
3 ears, signaling an unwelcoming retention and desire to end Salazar's employment relationship by
4 Defendants.

5 104. This adverse employment action violates public policy, inter alia, preventing Plaintiff
6 from ensuring his performance was code compliant and ensuring the safety of the residents housed in
7 Defendants' properties.

8 105. Plaintiff voiced his concerns to MMP management about safety and code-compliance
9 given that he regularly discovered unsafe conditions such as exposed wiring, botched installations, and
10 improper materials being used in repairs done by other MMP employees and outside contractors.

11 106. Mr. Sufrin sought to terminate Plaintiff's employment with Defendants because
12 Plaintiff's repair work took too long for Mr. Sufrin's liking. Yet, Plaintiff was not terminated because
13 Mr. Levy recognized that Plaintiff was a highly productive and thorough technician who provided code
14 compliant repairs, a trait valuable to Mr. Levy who sought to ensure MMP buildings were code
15 compliant.

16 107. Conversely, Defendants, through Mr. Sufrin and the dispatchers assigned to handle
17 Plaintiff, made it clear Plaintiff was expected only to do the minimum required to quickly repair an
18 HVAC unit under the auspices of increasing worker efficiency thereby mandating temporary repairs
19 rather than permanent solutions to the detriment of resident safety, and thus creating a need for
20 repeated repairs to generate additional revenue.

21 108. Defendants had a pattern of undermining Plaintiff's repair and installation efforts
22 throughout the course of his employment, further contributing to the intolerable working conditions
23 suffered by Plaintiff.

24 109. Mr. Levy would assign Plaintiff to maintain and repair buildings to ensure that they
25 were up to code in addition to Plaintiff's regular repair duties.

26 110. Once Plaintiff had made some progress in the repair or installation job assigned by Mr.
27 Levy, Mr. Sufrin would take over the project and hire third-party contractors to complete the work.

28 111. After the work was completed, Plaintiff would later discover that the repairs and

1 installations done by the third-party contractors were of poor quality and not compliant with safety
2 standards, requiring Plaintiff to undo the shoddy repairs and redo the work properly.

3 112. Mr. Sufrin would hire the same set of contractors to take over repairs for Plaintiff
4 despite the known fact that the hired contractors were consistently providing substandard services,
5 especially when compared to Plaintiff's repairs.

6 113. Defendants intentionally created or knowingly permitted these working conditions.

7 114. These working conditions were so intolerable that a reasonable person in Plaintiff's
8 position would have had no reasonable alternative except to resign.

9 115. Plaintiff informed Defendants that he would not return to work because of the
10 intolerable working conditions created by Defendants.

11 116. Additionally, it is a violation of public policy for an employer to require an employee to
12 work more than forty hours a week without all paid overtime, with inaccurate or no wage statements,
13 and without meal and rest breaks.

14 117. Plaintiff was subjected to working conditions that violated public policy in that they
15 were required to work more than forty hours a week, without all paid overtime, with inaccurate wage
16 statements, and without proper meal and rest breaks.

17 118. Plaintiff was harmed and the working conditions were a substantial factor in causing
18 Plaintiff's harm.

19 119. As a result, Defendants are liable for all past economic loss, future economic loss, past
20 non-economic loss, future non-economic loss, and punitive damages.

21 **TWELFTH CAUSE OF ACTION**

22 **[CIVIL PENALTIES UNDER PAGA [CAL. LAB. CODE § 2699, ET SEQ.]**

23 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

24 120. Plaintiff incorporates by reference and re-allege as if fully stated herein paragraphs 1
25 through 119 in this First Amended Complaint.

26 121. At all times herein mentioned, Defendants were subject to the Labor Code of the State
27 of California and the applicable Industrial Welfare Commission Orders.

28 122. California Labor Code § 2699(a) specifically provides for a private right of action to

1 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any
2 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
3 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
4 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
5 brought by an aggrieved employee on behalf of himself or herself and other current or former
6 employees pursuant to the procedures specified in Section 2699.3.”

7 123. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code
8 § 2699.3. On June 1, 2023, he gave written notice by online filing to the Labor and Workforce
9 Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code
10 that Defendants have violated against Plaintiff and current and former aggrieved employees, including
11 the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiffs’ PAGA
12 case number is LWDA-CM-959040-23.

13 124. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
14 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
15 Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to
16 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
17 described in this Complaint. These penalties include, but are not limited to, penalties under California
18 Labor Code §§ 210, 226.3, 248.5(e), 510, 558, 1197.1, and 2699(f)(2).

19 125. In addition, Plaintiffs seek penalties for Defendants’ violation of California Labor Code
20 § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing
21 labor who willfully fails to maintain accurate and complete records required by California Labor Code
22 § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every
23 employer shall keep time records showing when the employee begins and ends each work period.
24 Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the
25 applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period
26 and applicable rates of pay.
27
28

1 126. During the time period of employment for Plaintiff and the Aggrieved Employees,
2 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
3 maintain accurate records showing meal periods, and accurate records showing when employees begin
4 and end each work period. Defendants' failure to provide and maintain records required by the Labor
5 Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know,
6 understand and question the accuracy and frequency of meal periods, and the accuracy of their hours
7 worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way
8 to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
9 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered
10 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
11 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its
12 obligation under state law, all to their respective damage in amounts according to proof at trial.
13 Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage
14 Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
15 from knowing, understanding, and disputing the wage payments paid to them.

16 127. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of
17 civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of
18 Defendants. The exact amount of the applicable penalties, in all, shall be in an amount to be shown
19 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

20 128. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to
21 California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
22 entitled to an award of reasonable attorney's fees and costs."

23 WHEREFORE, Plaintiff prays for relief as follows:

24 **As to the First Cause of Action for Failure to Pay all Minimum Wages Earned:**

- 25 1. For unpaid minimum wages and liquidated damages in an amount equal to the same
26 pursuant to Labor Code §§ 1194 and 1194.2, subject to proof at trial;
- 27 2. For prejudgment interest on all damages awarded under Labor Code §§ 1194 and
28

1194.2;

3. For reasonable attorney's fees pursuant to Labor Code §1194;
4. For costs of suit pursuant to Labor Code § 1194; and
5. For such other and further relief as the Court may deem proper.

As to the Second Cause of Action for Failure to Pay all Overtime Wages Earned:

1. For all unpaid overtime wages due pursuant to Labor Code §§ 510 & 1194, subject to proof at trial;
2. For prejudgment interest at the maximum legal rate pursuant to Labor Code § 1194;
3. For reasonable attorneys' fees pursuant to Labor Code § 1194; and
4. For costs of suit pursuant to Labor Code § 1194; and
5. For such other and further relief as the Court may deem proper.

As to the Third Cause of Action for Failure to Provide Meal Periods:

1. For all unpaid premium wages due and owing as a result of each meal period violation pursuant to Labor Code 226.7(c), subject to proof at trial;
2. For prejudgment interest at the maximum legal rate;
3. For costs of suit;
4. For such other and further relief as the Court may deem proper.

As to the Fourth Cause of Action for Failure to Provide Rest Periods:

1. For all unpaid premium wages due and owing as a result of each rest period violation pursuant to Labor Code 226.7(c), subject to proof at trial;
2. For prejudgment interest at the maximum legal rate;
3. For costs of suit;
4. For such other and further relief as the Court may deem proper.

As to the Fifth Cause of Action for Failure to Pay all Wages Upon Discharge:

1. For damages, including the full amount of unpaid wages and continuation of wages allowable under Labor Code § 203 subject to proof at trial;
2. Attorney's fees pursuant to Labor Code § 218.5.
3. For such other and further relief as the Court may deem proper.

As to the Sixth Cause of Action for Failure to Furnish Accurate Wage Statements:

1. For penalties pursuant to Labor Code §§ 226(e) and 226.3, subject to proof at trial;
2. For reasonable attorneys' fees;
3. For costs of suit; and
4. For such other and further relief as the Court may deem proper.

As to the Seventh Cause of Action for Failure to Keep Accurate Payroll Records:

1. For all penalties authorized by Labor Code § 1174.5;
2. For such other and further relief as the Court may deem proper.

As to the Eighth Cause of Action for Failure to Pay Reimbursements

1. For reimbursement of all expenses authorized by Labor Code § 2802;
2. For prejudgment interest at the maximum legal rate;
3. For reasonable attorneys' fees;
4. For costs of suit; and
5. For such other and further relief as the Court may deem proper.

As to the Ninth Cause of Action for Unfair Competition

1. For restitution and back pay, subject to proof at trial;
2. Disgorgement of profits;
3. For injunctive relief;
4. For prejudgment interest on all damages awarded under Civil Code Section 3287(a);
5. Attorneys fees pursuant to Labor Code § 1021.5 & B&P §17200, et seq.;
6. For costs of suit herein incurred; and
7. For such other and further relief as the Court may deem proper.

As to the Tenth Cause of Action for Failure to Accommodate

1. For back pay, and loss of future earnings, and other special damages according to proof;
2. For general damages to compensate Plaintiff for emotional distress, pain and suffering, and loss of enjoyment of life;
3. For attorney's fees and costs pursuant to Government Code § 12965(b);
4. For prejudgment interest on all damages awarded under Civil Code Section 3287(a);

5. For punitive damages;
6. For injunctive relief;
7. For costs of suit herein incurred; and
8. For such other and further relief as the Court may deem proper.

As to the Eleventh Cause of Action for Constructive Termination of Employment

1. For all past economic loss, future economic loss, past non-economic loss, future non-economic loss, subject to proof at trial;
2. Punitive damages; and
3. For such other and further relief as the Court may deem proper.

As to the Twelfth Cause of Action for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code §2698 et seq.

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse for all necessary business expenses, failing to maintain accurate records of all hours worked and meal periods, failing to pay final wages at termination, failing to provide paid sick days, and failing to furnish accurate wage statements;
2. For all actual, consequential and incidental losses and damages, according to proof;
3. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable Labor Code provisions;
4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;
5. For such other and further relief as the Court may deem equitable and appropriate.

DATED: September 9, 2024

FINNEGAN & DIBA, A LAW CORPORATION

By: Kasey Diba
KASEY DIBA, ESQ.
Attorneys for Plaintiff, CAMILO SALAZAR

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FINNEGAN & DIBA, A LAW CORPORATION

By: Kasey Diba
KASEY DIBA, ESQ.
Attorneys for Plaintiff, CAMILO SALAZAR

EXHIBIT “A”



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 31, 2023

Kasey Diba
3660 Wilshire Blvd., Suite 800
Los Angeles, California 90010

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202305-20831431
Right to Sue: Salazar / Miracle Mile Properties, LP

Dear Kasey Diba:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 31, 2023

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202305-20831431
Right to Sue: Salazar / Miracle Mile Properties, LP

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 31, 2023

Camilo Salazar

,

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202305-20831431
Right to Sue: Salazar / Miracle Mile Properties, LP

Dear Camilo Salazar:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective May 31, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Camilo Salazar

CRD No. 202305-20831431

Complainant,

vs.

Miracle Mile Properties, LP
4221 Wilshire Blvd., Ste 480
Los Angeles, CA 90036

Respondents

1. Respondent **Miracle Mile Properties, LP** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Camilo Salazar**, resides in the City of , State of .

3. Complainant alleges that on or about **June 30, 2022**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was denied accommodation for a disability.

Additional Complaint Details: On or around April 4, 2011, Camilo Salazar ("Salazar") started working for employer Miracle Mile Properties ("MMP") as a maintenance worker, assigned to maintain HVAC units in properties owned by MMP. At all times material herein, Salazar was a certified HVAC technician. Yet, Salazar was identified as a rover: a maintenance worker travelling to different MMP properties located in the Greater Los Angeles area. Salazar was regularly overloaded on daily assignments causing Salazar to accrue overtime hours, on average six hours of overtime per week. Salazar worked overtime through no fault of his own because of the heavy assignment workload that needed to be completed before the end of each workday, undue delays in purchase order fulfillments caused by his assigned dispatchers, and safety concerns with exposed wiring and

1 machinery especially in residential units. Despite regularly working overtime throughout his
2 entire employment with MMP, Salazar was never paid for any overtime actually earned.

3 On July 22, 2018, Salazar was given a pay raise to \$29/hour which was the last pay raise he
4 has received from MMP to present. Despite being a certified HVAC technician, MMP
5 improperly classified Salazar as a building maintenance worker to justify a lower pay rate.
6 Salazar brought this issue to MMP management at least once a year after his final raise but
7 his requests for a pay raise or adjustment were ignored or dismissed. On information and
8 belief, Sam Sufrin is an executive director of MMP in charge of building maintenance who
9 had the final say on any wage increases for the maintenance workers and managed third-
10 party maintenance contractors. On information and belief, Lionel Levy is the chief operating
11 officer of MMP primarily in charge of ensuring compliance and whether the buildings owned
12 by MMP are compliant with the relevant building codes. Mr. Levy occasionally assigned
13 Salazar to report to certain buildings suspected of being non-code-compliant, to have
14 Salazar do follow up repairs and ensure the buildings were code compliant for upcoming
15 inspections. Mr. Levy also advocated for Salazar to receive wage increases and
16 accommodations on multiple occasions because he recognized Salazar as a highly
17 competent and productive HVAC technician. Despite Mr. Levy's recommendations, Mr.
18 Sufrin did not authorize a pay raise for Salazar after July 22, 2018.

19 Throughout his employment with MMP, Salazar was heavily relied upon to fix HVAC units at
20 properties owned by MMP throughout the greater Los Angeles area. On top of his typical
21 technician duties, Salazar was occasionally called to repair botched installations from third-
22 party maintenance contractors who repeatedly failed to properly install or repair HVAC units
23 that Salazar would be forced to repair after installation failures.

24 In or about the year 2020, Mr. Salazar was called to assist with the repair of a 10-ton HVAC
25 unit on top of a restaurant. Salazar had not fixed a unit of that size previously nor did he
26 have the tools necessary, yet he was still able to repair the unit where the hired contractors
27 were unable to find a solution. Ever since showing aptitude in repairing industrial HVAC
28 units, Salazar was tasked with a mix of residential and commercial assignments up to 12-ton
units when he was previously only working with up to 4-ton units. It should be noted that
Salazar was expected to provide his own tools to repair the industrial units and he was not
reimbursed for those necessary expenditures. Despite the increased workload and breadth
of expertise, Salazar was repeatedly denied any pay raise by MMP management for the
previous four years.

On September 20, 2021, Salazar was involved in a 4-vehicle accident while driving on the
freeway between worksites. He was taken to the hospital, and he was declared temporary
totally disabled by his workers' compensation doctor for 3 months and promptly notified his
employer of the same. Unfortunately, Salazar did not receive proper treatment or diagnosis
from his assigned workers' compensation doctor and was sent to work too soon as his
fractures hadn't healed, and he was still in pain.

On December 20, 2021, Salazar returned to work. He complained to the dispatchers and
MMP management that he could not fulfill all of his job functions because of the pain and the

1 loss of balance caused by the accident. He requested reasonable accommodations as he
2 was unable to complete his assigned work duties without assistance, but no
3 accommodations were provided outside of suggesting that Salazar contact the assigned
4 buildings' respective maintenance workers to assist him in the repairs. This response was
5 not a reasonable accommodation as the maintenance workers for each building had their
6 own assignments to complete and could not attend to Salazar's needs while he was
7 conducting repairs at each building.

8 On June 30, 2022, Salazar fell off a stepladder as a result of the continuing loss of balance
9 and pain from the unhealed fractures. From the time that he returned to work to the noted
10 date, Salazar was forced to work through the pain while resuming the grueling workload he
11 was assigned prior to his injury. He was taken to the hospital and has not returned to work
12 since then as he was again declared temporary totally disabled by his health care provider.
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1 VERIFICATION

2 I, **Kasey Diba**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On May 31, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles CA**
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EXHIBIT “B”



FINNEGAN & DIBA

A LAW CORPORATION 3660 Wilshire Blvd., Suite 800, Los Angeles, CA 90010 / Tel: 213-480-0292 / Fax: 213-480-0805 / Email: info@fdlegal.com

June 1, 2023

- Via Certified U.S. Mail -
[Return Receipt Requested]

Miracle Mile Properties, LP
4221 Wilshire Blvd., Suite 480
Los Angeles, California 90036

RE: CAMILO SALAZAR V. MIRACLE MILE PROPERTIES, LP
L.W.D.A. CASE NO.: PENDING
NOTICE OF INTENT TO SEEK CIVIL PENALTIES PURSUANT TO LABOR
CODE § 2698, ET SEQ.

To whom it may concern:

Our firm has been retained by Mr. Camilo Salazar (Hereinafter “Mr. Salazar” or “Client”) concerning a lawsuit against you, his former employer, MIRACLE MILE PROPERTIES, LP (hereinafter “Miracle Mile” or “Employer”). I am writing this letter to you pursuant to the provisions of the California Labor Code Sections 2698, 2699, 2699.3, and 2699.5, also known as the Private Attorney General Act (“PAGA”).

The purpose of the letter is to inform Miracle Mile and its owners that Mr. Salazar intends to seek civil penalties associated with his allegations pertaining to Miracle Mile’s violations of certain sections of the California Labor Code. The following is a summary of my Client’s allegations against Employer:

Mr. Salazar contends that while working for Employer as a licensed HVAC technician improperly classified as a maintenance worker, he regularly worked in excess of 8 hours a day but was not paid any wages for overtime hours worked, regular or one and one half times his regular rate during his employment with Miracle Mile. Mr. Salazar regularly worked overtime because he was assigned an unreasonable amount of work because he was highly skilled for his position, the dispatchers authorizing purchase orders for necessary parts were ineffective and caused delays, and he had to complete all assignments given to him that day regardless of assignment difficulty, assignment volume, or delays in authorizing purchase orders caused by the dispatchers. Despite regularly working overtime throughout his entire employment with Employer, Mr. Salazar was never paid for any overtime actually earned.

Furthermore, Mr. Salazar was responsible for arriving at the assigned job site at 9 A.M. but was routinely provided assignments outside of Los Angeles County requiring him to drive over two hours to timely arrive at the job site without compensation other than mileage incurred. These assignments were provided the night before or the morning often on short notice. While Mr. Salazar was promised one hour of pay from Employer to compensate for his commute home where he was expected to arrive at 6:00 P.M., Mr. Salazar routinely returned home by 8:00 P.M. – 8:30 P.M. due to overtime assignments.

During the course of his workday, Mr. Salazar was required to complete all daily assignments within his normal work hours. Employer failed to permit and authorize Mr. Salazar all required meal and rest breaks as Mr. Salazar was often required to immediately travel to the next job upon finishing an assignment or else he would not be able to complete all assigned tasks for the day before incurring overtime. Over the course of his employment with Employer, Mr. Salazar was not reimbursed for tools necessary to his employment duties.

On September 20, 2021, Mr. Salazar was involved in a 4-car accident in which he sustained fractures and cartilage loss along his ribs and sternum. The worker's compensation doctor only approved 3 months of leave before Mr. Salazar was asked by Employer to return to work on or about December 20, 2021. Mr. Salazar suffered through pain and balance loss while working for Employer. Mr. Salazar informed dispatchers and supervisors that he was in pain from the accident and that he could not fulfill the responsibilities of his job position because of his injuries which were not fully healed. No accommodations were provided to Mr. Salazar outside of the representation made by Employer that the maintenance workers of the buildings to which he was assigned would assist him at the job. The maintenance workers provided little assistance over the seven-month period in which Mr. Salazar suffered through pain on the job because they were typically busy with their own assignments or not present at the location for Mr. Salazar to request their assistance.

On June 30, 2022, Salazar fell off a stepladder while at work as a result of the continuing loss of balance and pain from the unhealed fractures. From the time that he returned to work to the noted date, Salazar was forced to work through the pain while resuming the grueling workload he was assigned prior to his injury. He was taken to the hospital and has not returned to work since.

The result is that Employer is liable for civil penalties arising out of their intentional and systematic failure to comply with various California Labor Code sections. Employers' above-described conduct results in violations of the following labor codes.

Failure to Pay All Minimum Wages Earned – Labor Code §§ 510, 1194, 1194.2, & 1198:

Client alleges Employer intentionally failed to pay wages when due. Specifically, Employer failed to pay any wages earned as mandated by Labor Code § 510 since Employer was not paying Client any overtime wages earned. As a result of Employer's failure to pay Client all wages earned, Employer violated Labor Code § 510. As a further result of Employer's failure to pay all wages earned upon discharge of employee, Employer is liable for all penalties, statutory and civil, for violation of Labor Code § 510, which Employer has failed to do to date.

Failure to Pay Overtime Wages – Labor Code §§ 510, 1194, & 1198: Client alleges Employer intentionally failed to pay overtime wages due for all work performed in excess of eight (8) hours in one (1) workday and all work performed in excess of forty (40) hours in one workweek in violation of Labor Code §§ 510, 1194, 1198, and the applicable wage order.

Failure to Provide Mandated Meal Breaks or Pay Premium Wages - Labor Code §§ 512 & 226.7: Client alleges Employer intentionally failed to provide Client and Employer's other employees with statutorily mandated meal breaks and failed to pay one additional hour of pay at the regular rate of compensation for each workday that a code compliant meal period was

not provided. Employer is liable for civil penalties for violations of Labor Code §§ 512 and 226.7, in addition to the unpaid premium wages.

Failure to Provide Mandated Rest Breaks or Pay Premium Wages - Labor Code §§ 512 & 226.7: Client alleges Employer intentionally failed to provide Client and Employer's other employees with statutorily mandated rest breaks and failed to pay one additional hour of pay at the regular rate of compensation for each workday that a code compliant rest period was not provided. Employer is liable for civil penalties for violations of Labor Code §§ 512 and 226.7, in addition to the unpaid premium wages.

Failure to Pay Reimbursements – Labor Code §§ 221 & 2802: Client alleges Employer intentionally failed to provide reimbursements to Client for necessary expenditures incurred while employed by Employer including tools and car maintenance. Employer is liable for civil penalties for violations of Labor Code §§ 221 & 2802, in addition to the unpaid reimbursable expenses.

Failure to Pay All Wages Earned No Later than the Next Payroll Period – Labor Code §§ 204, 510 & 1194: Client alleges Employer intentionally failed to pay Client and all other employees all wages when due. Specifically, Employer failed to pay Client all overtime wages earned and failed to pay missed break premium wages when earned as mandated by Labor Code §§ 204, 512, 226.7 & 1194. As a result of Employer's failure to pay all wages earned in accordance with Labor Code §§ 204, 512, 226.7 & 1194, Employer is liable for civil penalties for each failure during each pay period to compensate its employees in accordance with California law.

Failure to Pay All Wages Due Upon Discharge – Labor Code §§ 201, 202, & 203: Employer violated Labor Code §§ 201, 202 and 203 since it did not pay Mr. Salazar and other employees all wages due after the end of employment. Specifically, Employer owed Mr. Salazar, and other employees unpaid overtime wages, and unpaid premium wages for failing to provide meal and rest breaks. As result of Employer's failure to pay all wages earned upon discharge of its employees, Employer is liable for all civil penalties for violation of Labor Code §§ 201, 202, and 203.

Failure to Provide Accurate Wage Statements - Labor Code §§ 226(a) & 226.3: Client alleges Employer failed to provide accurate wage statements throughout the entire duration of Client's employment with Employer in violation of Labor Code § 226(a), thereby invoking civil penalties under Labor Code §§ 226.3.

Failure to Maintain Accurate and Adequate Records - Labor Code § 1174 & 1174.5: As a result of failing to account for all wages earned and owed to Client on Employer's wage statements, inclusive of regular wages, Employer's records are inaccurate. Since the records will not reflect all wages earned by Client and Employer's other employees and because this failure to maintain accurate records is the result of intentional omission by Employer, Employer is liable for civil penalties, pursuant to Labor Code §§ 2699(f), 2699.5, and 1174.5.

Client anticipates filing a civil action concerning his wage claims and associated statutory and civil penalties as warranted by California Labor Code §§ 226, 226.3, and 226.8. This letter is

being sent to Employer pursuant to Labor Code § 2699.3 to inform them of Client's allegations and intent to collect civil penalties associated with Employer's violations of the California Labor Code, described herein.

This letter does not constitute a complete or exhaustive statement of all my client's rights, claims, contentions or legal theories. Nothing stated herein is intended as, nor should be deemed to constitute a waiver or relinquishment of any of my client's rights or remedies, whether legal or equitable, all of which are hereby expressly reserved. Kindly contact the undersigned after you have had an opportunity to peruse this letter should you wish to discuss any of the matters presented herein.

Sincerely,

A handwritten signature in cursive script that reads "Kasey Diba".

Kasey Diba, Esq.

cc: Mr. Camilo Salazar



FINNEGAN & DIBA

A LAW CORPORATION 3660 Wilshire Blvd., Suite 800, Los Angeles, CA 90010

Miracle Mile Properties, LP
4221 Wilshire Blvd., Suite #480
Los Angeles, CA 90010

FIRST-CLASS



US POSTAGE IM PITNEY BOWES



ZIP 90010

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JUN 01 2023

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Miracle Mile Properties, LP
4221 Wilshire Blvd., Suite #480
Los Angeles, CA 90010



9590 9402 7739 2152 6631 11

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted
Delivery☒ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 3660 Wilshire Boulevard, Suite 800, Los Angeles, California 90010.

On the date herein below specified, I served the foregoing document described as set forth below on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes, at Los Angeles, California, addressed as follows:

Date of Service: **SEPTEMBER 9, 2024**

Document(s) Served: **FIRST AMENDED COMPLAINT**

Person Served: **PHILIP AZZARA, ESQ.**
RYAN JEBRIEL, ESQ.
ELIZABETH ABINA
FISHER & PHILLIPS LLP
2050 MAIN STREET, SUITE 1000
IRVINE, CA 92614
PAZZARA@FISHERPHILLIPS.COM
RJEBREIL@FISHERPHILLIPS.COM
EABINA@FISHERPHILLIPS.COM
AGARCIA@FISHERPHILLIPS.COM

____ (BY U.S. Mail) I enclosed the documents in a sealed envelope or package addressed to the persons at the address(s) above and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid or placed the envelope for collection and mailing, following our ordinary business practices in a sealed envelope with postage fully prepaid.

____ (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight deliver carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

____ (BY FAX) I faxed the documents to the persons at the fax numbers listed above. No error was reported by the fax machine that I used.

____ (BY MESSENGER SERVICE) I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed above and providing them to a professional messenger service for service.

____ (BY PERSONAL SERVICE) I personally delivered by hand to the offices of the addressee(s).

XX (BY EMAIL TRANSMISSION) I emailed a copy of the foregoing document(s) this date via email to the emails shown above.

XX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

____ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

EXECUTED at Los Angeles, California, on September 9, 2024



Declarant, Rosalyn Truong

PROOF OF SERVICE