

KAVEH S. ELIHU, ESQ. (SBN 268249)
SAMUEL J. MOORHEAD, ESQ. (SBN 311638)
EMPLOYEE JUSTICE LEGAL GROUP, P.C.
1001 Wilshire Blvd., 2nd Fl., Los Angeles, CA 90017
Tel.: (213) 382-2222 | Fax: (213) 382-2230
Email: kelihi@ejlglaw.com; smoorhead@ejlglaw.com

Attorneys for Plaintiff Charles Nelson

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

CHARLES NELSON, an Individual,

Plaintiff,

vs.

UNIVERSAL PROTECTION SERVICE,
LP, a California Limited Partnership doing
business as ALLIED UNIVERSAL
SECURITY SERVICES; ECOBAT
RESOURCES CALIFORNIA, INC., a
Delaware Corporation; CAESAR CORELLO,
An Individual; and DOES 1-20, inclusive,

Defendants.

Case Number: 26STCV11026

COMPLAINT FOR:

1. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 232.5;
2. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 1102.5;
3. Retaliation and Wrongful Termination in Violation of *Labor Code* § 6310;
4. Wrongful Termination in Violation of Public Policy;
5. Violation of *Labor Code* §§ 201-203;
6. Violation of *Labor Code* § 226;
7. Violation of *Labor Code* §§ 226.7 & 512;
8. Violation of *Labor Code* § 558.1; and
9. Private Attorney General Act.

Jury Trial Demanded

///

///

///

///

///

///

1 Plaintiff, Charles Nelson, hereby alleges as follows:

2
3 **JURISDICTION AND VENUE**

4 1. This Court has jurisdiction over this action pursuant to California Constitution Article VI,
5 § 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to
6 other courts.” The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

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

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

18
19 **THE PARTIES**

20 5. Plaintiff, Charles Nelson (“Plaintiff”), has, at all times relevant to this action, resided in the
21 County of Los Angeles, California.

22 6. Defendant Universal Protection Service, LP (“UPS”) was and at all relevant times is a
23 limited partnership organized and existing under the laws of the State of California, doing business in the
24 State of California, including under the name Allied Universal Security Services. UPS maintains a
25 business location at 535 N. Brand Blvd., Suite 101, Glendale, California 91203, and at all relevant times
26 employed individuals engaged in commerce within the State of California.

27 7. Defendant Ecobat Resources California, Inc. (“Ecobat”) was and at all relevant times is a
28 corporation organized and existing under the laws of the State of Delaware, doing business in the State of

1 California. Ecobat maintains a business location at 720 S. 7th Avenue, City of Industry, California 91746,
2 and at all relevant times employed individuals engaged in commerce within the State of California.

3 8. Defendant Caesar Corello (“Corello”) was and is, upon information and belief, an
4 individual and, at all times relevant hereto, a resident of the County of Los Angeles, State of California.
5 At all relevant times, Corello was employed by Defendants and acted as Plaintiff’s direct supervisor,
6 agent, and managing employee. In that capacity, Corello exercised authority and control over Plaintiff’s
7 work assignments, scheduling, reporting requirements, and continued employment, and acted on behalf
8 of Defendant in receiving employee complaints, responding to workplace issues, and effectuating adverse
9 employment actions. Corello is therefore alleged to be an employer, agent, and/or person acting on behalf
10 of the employer within the meaning of the California *Labor Code*, including sections 1102.5 and 558.1.

11 9. At all times, UPS, Ecobat, Corello, and DOES 1-20 shall hereinafter be collectively
12 referred to as “Defendants.”

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

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

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

13. At all times herein mentioned, Defendants, and each of them, including DOES 1–20, ratified each and every act or omission complained of herein, and/or committed such actions themselves on behalf of themselves and/or, with authorization, on behalf of each other. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in actually and/or proximately causing the damages herein alleged.

FACTUAL ALLEGATIONS

14. Defendant UPS is a security services company with offices and operations in California, including Southern California. At all times relevant hereto, UPS employed hundreds of people in the State of California, including at Plaintiff's worksite(s), and was an "employer" within the meaning of the California *Labor Code*.

15. Defendant Ecobat is a Delaware corporation engaged in the business of battery recycling and related industrial operations in the State of California, including Los Angeles County. At all times relevant hereto, Ecobat employed dozens of people in the State of California, including at the facility where Plaintiff worked, and was an “employer” within the meaning of the California *Labor Code*.

16. At all relevant times, Defendant Corello acted as Plaintiff's direct supervisor and as an agent and managing employee of Defendants. In that capacity, Corello exercised authority and control over Plaintiff's work assignments, scheduling, job duties, reporting requirements, discipline, and continued employment, and acted on behalf of Defendants in receiving and responding to employee complaints. Plaintiff communicated concerns and complaints directly to Corello regarding unsafe working conditions, improper operational practices, and Defendants' failure to follow established procedures, which Corello personally received through text messages, written activity reports, and internal support tickets. Corello was aware that Plaintiff was engaging in protected activity by disclosing and complaining about working conditions that Plaintiff reasonably believed to be unsafe and unlawful, within the meaning of California *Labor Code* section 1102.5.

17. Despite Corello's knowledge of Plaintiff's protected activity, Corello failed to take corrective action and thereafter personally participated in and effectuated adverse employment actions against Plaintiff. On or about May 18, 2025, Corello instructed Plaintiff not to report to work, confirmed

1 that the directive applied solely to Plaintiff, and removed Plaintiff from the work schedule without
2 explanation. Corello's acts and omissions were taken in retaliation for Plaintiff's protected disclosures
3 and complaints and were a substantial motivating factor in the adverse employment actions taken against
4 Plaintiff, rendering Corello individually liable as a person acting on behalf of the employer within the
5 meaning of California *Labor Code* section 1102.5.

6 18. At all relevant times, Corello further exercised sufficient authority and control over
7 Plaintiff's wages, hours, and working conditions such that, upon proof of the wage-and-hour violations
8 alleged herein, Corello may be held individually liable as a person who caused, directed, or participated
9 in such violations within the meaning of California *Labor Code* section 558.1. Corello's actions were
10 undertaken within the course and scope of his employment and were a substantial factor in causing
11 Plaintiff harm.

12 19. In or about December 13, 2023, Defendants hired and thereafter employed Plaintiff as a
13 Security Guard through approximately May 16, 2025, earning \$19.00 per hour. During his employment,
14 Plaintiff was assigned to work at Defendants' jobsite, a battery recycling facility located in the City of
15 Industry, California. At all times while employed by Defendants, Plaintiff was a successful, productive,
16 and satisfactory employee who performed his job duties competently and met Defendants' legitimate
17 performance expectations.

18 20. At all relevant times, Plaintiff worked for Defendants in the position of Security Guard on
19 a regular overnight schedule, generally from 12:00 a.m. to 8:00 a.m., Monday through Friday. Plaintiff's
20 duties included staffing a security tower, controlling access to the facility gate, monitoring and regulating
21 the entry and exit of vehicles and individuals, communicating with Defendants' personnel by radio
22 regarding authorized access, and ensuring that unauthorized individuals did not enter the premises.

23 21. Defendants, at all times, failed to provide and/or make available to Plaintiff legally
24 compliant meal and/or rest periods for at least a portion of Plaintiff's work shifts. Moreover, despite
25 Plaintiff not being able to take and/or not being offered such rest and/or meal periods, Defendants never
26 paid Plaintiff any premium wages for such missed rest and/or meal periods, which were not reasonably
27 made available to him, if not outright intentionally prevented. Such premium wages are still owed by
28 Defendants to Plaintiff to this day.

1 22. During the relevant time period, Defendants, either recklessly or intentionally, failed to
2 make, keep, or preserve true, accurate, and complete payroll records of, among other things, the actual
3 number of hours worked each workday and each workweek by Plaintiff. Accordingly, during Plaintiff's
4 employment, Defendants failed to supply Plaintiff with accurate itemized wage statements in writing,
5 showing, among other things, his hourly rates, a breakdown of total hours worked, and the premium wages
6 owed or paid due to Plaintiff being deprived of compliant meal and/or rest periods, in violation of
7 California law.

8 23. At all relevant times, upon Plaintiff's information and belief, Defendants knew or should
9 have known that Plaintiff was not receiving all meal periods, rest periods, premium wages, and/or accurate
10 itemized wage statements owed because, among other things, Defendants' owners, principals, agents,
11 officers, and/or supervisory employees witnessed Plaintiff working such hours, controlled Plaintiff's
12 schedule and work assignments, and were responsible for Defendants' timekeeping and payroll practices.

13 24. During Plaintiff's assignment at the Defendants' facility, Plaintiff was repeatedly subjected
14 to unsafe, improper, and unlawful working conditions that interfered with his ability to safely perform his
15 security duties and posed risks to Plaintiff, other workers, and the public.

16 25. Beginning in or around July 2024, Plaintiff observed that Defendants' personnel
17 responsible for controlling the facility gate and truck access routinely failed to communicate with Plaintiff
18 regarding whether vehicles were authorized to enter the premises. Instead of responding to Plaintiff's radio
19 communications, Defendants personnel frequently opened the gate without explanation, without
20 confirmation of authorization, and at times without any truck present.

21 26. On numerous occasions, trucks were left stopped at the facility entrance for extended
22 periods due to the failure of Defendants personnel to respond, creating traffic congestion and safety
23 hazards on the surrounding public streets. Plaintiff reasonably believed that these conditions posed a
24 danger to motorists and pedestrians and exposed Plaintiff to potential blame or discipline despite the
25 conditions being outside of his control.

26 27. Plaintiff further observed that the facility gate was repeatedly opened and closed
27 unnecessarily during his shifts, sometimes dozens of times per shift, forcing Plaintiff to repeatedly climb
28 up and down stairs to respond to the gate despite no legitimate security purpose. Plaintiff later learned

1 from maintenance personnel that there was nothing mechanically wrong with the gate, leading Plaintiff to
2 reasonably believe that Defendants personnel were intentionally interfering with security operations.

3 28. Plaintiff raised these concerns internally on multiple occasions with Corello. Plaintiff
4 complained verbally and in writing to Corello regarding Defendants personnel's failure to follow access-
5 control procedures, the resulting traffic hazards, and the interference with Plaintiff's ability to perform his
6 duties safely and effectively. Plaintiff also documented these issues in activity reports and submitted
7 internal support tickets.

8 29. Plaintiff further complained to Corello about lead toxins being exposed without proper
9 PPE, lack of sanitation and cleaning for the hazard crew, employees coming into work intoxicated in such
10 an environment, and unsafe and unsanitary restroom conditions at the facility. Plaintiff observed that
11 Defendants employees were reporting to work intoxicated and also employees were working around toxic
12 materials and entered shared restrooms while wearing hazmat suits and that the restrooms were rarely
13 cleaned. Plaintiff reasonably believed these conditions posed health and safety risks and reported these
14 concerns to management.

15 30. Despite Plaintiff's repeated complaints, Defendants and Corello failed and refused to
16 investigate Plaintiff's concerns, failed to implement corrective action, and failed to enforce basic safety
17 and operational protocols. Plaintiff's complaints were ignored, dismissed, or met with empty assurances
18 that no meaningful changes followed.

19 31. Plaintiff continued to raise concerns throughout his employment with Corello regarding
20 the unsafe and improper working conditions, including the failure to follow access-control procedures, the
21 resulting traffic hazards, intoxication at work, insufficient PPE, and the unsanitary restroom conditions.
22 Plaintiff made these complaints in good faith and with reasonable cause to believe that Defendants'
23 practices were unsafe, unlawful, and contrary to public policy.

24 32. As Plaintiff continued to complain and document these issues, Defendants' response
25 shifted from indifference to adverse action. Plaintiff was singled out, his concerns were trivialized, and no
26 corrective measures were taken despite the ongoing nature of the problems.

27 33. On or about May 18, 2025, shortly after Plaintiff's last scheduled shift, Plaintiff was
28 instructed by Corello not to report to work. When Plaintiff sought clarification, Corello responded that the

1 instruction applied solely to Plaintiff, that he was not to come back and no longer needed, and that no
2 explanation or justification would be provided. No similarly situated employees were removed from the
3 schedule at that time, and Plaintiff was the only employee instructed not to report to work. Plaintiff was
4 thereafter removed from the work schedule while other security guards continued working without
5 interruption. Defendants' and Corello's decision to single out Plaintiff for removal, without explanation
6 and in contrast to the treatment of other employees, evidences Defendants' retaliatory motive and
7 wrongful intent.

8 34. Defendants failed to provide Plaintiff with any written notice of termination, final
9 paycheck, or explanation for his removal from work. Plaintiff later learned that he had been replaced and
10 that other employees continued working without interruption.

11 35. At all relevant times, Defendants' actions were taken in close temporal proximity to
12 Plaintiff's repeated complaints regarding unsafe working conditions and improper practices. Defendants'
13 stated or implied reasons for removing Plaintiff from work were false, pretextual, and inconsistent with
14 Plaintiff's work history and performance.

15 36. Plaintiff's complaints regarding unsafe working conditions and improper practices were a
16 substantial motivating factor in Defendants' decision to discipline, suspend, remove from the schedule,
17 and ultimately terminate Plaintiff's employment.

18 37. Plaintiff reasonably believes that Defendants terminated his employment in retaliation for
19 his repeated complaints regarding unsafe working conditions and improper workplace practices, in
20 violation of *Labor Code* §§ 232.5, 1102.5, and 6310, and in violation of fundamental public policies
21 embodied in those statutes.

22 38. As a result of Defendants' termination of Plaintiff's employment, Defendants willfully
23 failed to timely pay Plaintiff all wages due and owing, including final wages, in violation of *Labor Code*
24 §§ 201–203.

25 39. At all relevant times, Defendants failed to provide Plaintiff with accurate, itemized wage
26 statements as required by *Labor Code* § 226, including accurate information regarding total hours worked,
27 applicable rates of pay, and wages earned.

28 40. During Plaintiff's employment, Defendants failed to provide Plaintiff with compliant meal

1 and rest periods, and on occasions when such breaks were not provided, failed to pay the required premium
2 wages, in violation of *Labor Code* §§ 226.7 and 512.

3 41. Defendants knew or should have known of the wage-and-hour violations alleged herein
4 because Defendants controlled Plaintiff's schedule, timekeeping, and compensation practices.

5 42. At all times, Defendants knew, or should have known, that the conduct, acts, and failures
6 to act of Defendants and/or its owners, supervisors, agents, and employees, as described herein above,
7 violated Plaintiff's rights under the law. Likewise, Defendants knew, or in the exercise of reasonable care,
8 should have known, that unless it intervened to protect Plaintiff, and to adequately supervise, prohibit,
9 discipline, and/or otherwise penalize the conduct, acts, and failures to act of Defendants and others as
10 described herein, Defendants would have the effect of encouraging, ratifying, condoning, increasing,
11 and/or worsening said conduct, acts, and failures to act, which is what resulted.

12 43. At all times, Defendants' conduct, as described above, was enacted maliciously,
13 fraudulently and in total disregard and oppression of Plaintiff's rights and welfare. As a result of these
14 circumstances and Defendants' conduct as pled herein, Plaintiff has been damaged economically by the
15 loss of both his current and future employment, benefits, and income with Defendants, as well as other
16 opportunities for income and/or benefits. As a direct result of Defendants' conduct, Plaintiff has also been
17 damaged non-economically, including both emotionally, now and in the foreseeable future. The full extent
18 of Plaintiff's damages, all of which exceed the jurisdictional minimum of this Court, will be subject to a
19 matter of proof at trial.

20
21 **FIRST CAUSE OF ACTION**

22 **RETALIATION AND/OR WRONGFUL TERMINATION**

23 **IN VIOLATION OF LABOR CODE § 232.5**

24 **(AGAINST UPS, ECOBAT, AND DOES 1–20)**

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

28 45. At all times herein mentioned, California *Labor Code* §232.5 et seq. were in full force and

1 effect and were binding on Defendants. Under *Labor Code* §232.5(a), an employer may not “[r]equire, as
2 a condition of employment, that an employee refrain from disclosing information about the employer’s
3 working conditions.”

4 46. At all times herein mentioned, under *Labor Code* §232.5(b), an employer may not
5 “[r]equire an employee to sign a waiver or other document that purports to deny the employee the right to
6 disclose information about the employer’s working conditions.”

7 47. At all times herein mentioned, under *Labor Code* §232.5(c), an employer may not
8 “[d]ischarge, formally discipline, or otherwise discriminate against an employee who discloses
9 information about the employer’s working conditions.”

10 48. At all times herein mentioned, under *Labor Code* §232.5(d), “[t]his section is not intended
11 to permit an employee to disclose proprietary information, trade secret information, or information that is
12 otherwise subject to a legal privilege without the consent of his or her employer.”

13 49. As fully alleged herein, and while acting within the course and scope of his employment,
14 Plaintiff disclosed information regarding Defendants’ working conditions to Defendants’ management
15 and supervisors, including unsafe and improper working conditions at the worksite, Defendants’ failure
16 to follow access-control procedures, the resulting traffic and public safety hazards, and unsanitary and
17 potentially hazardous restroom conditions. Plaintiff made such disclosures in good faith and with
18 reasonable cause to believe that the working conditions were unsafe and unlawful. In response to, and
19 because of, Plaintiff’s disclosure of information regarding Defendants’ working conditions, Defendants
20 retaliated against Plaintiff by singling him out for adverse treatment, removing him from the work
21 schedule, and ultimately terminating his employment.

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

28 51. As a direct, legal, and/or proximate result of Defendants’ conduct, Plaintiff has sustained

1 and continues to suffer severe and serious emotional and physical distress, including, but not limited to,
2 emotional trauma, physical manifestations of emotional distress, personal injuries, physical injuries, pain
3 and suffering, personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be
4 shown according to proof.

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

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

18
19 **SECOND CAUSE OF ACTION**

20 **RETALIATION AND/OR WRONGFUL TERMINATION**

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

22 **(AGAINST ALL DEFENDANTS AND DOES 1-20)**

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

26 55. At all times herein mentioned, California *Labor Code* § 1102.5 et seq. was in full force and
27 effect and were binding on Defendants.

28 56. Under California *Labor Code* § 1102.5 (a), it is unlawful for any employer, or any person

1 acting on behalf of the employer, 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 local,
7 state, or federal rule or regulation, regardless of whether disclosing the information is part of the
8 employee’s job duties.”

9 57. Under California *Labor Code* § 1102.5 (b), “an employer, or any person acting on behalf
10 of the employer, shall not retaliate against an employee for disclosing information, or because the
11 employer believes that the employee disclosed or may disclose information, to a government or law
12 enforcement agency, to a person with authority over the employee or another employee who has the
13 authority to investigate, discover, or correct the violation or noncompliance, or for providing information
14 to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee
15 has reasonable cause to believe that the information discloses a violation of state or federal statute, or a
16 violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether
17 disclosing the information is part of the employee’s job duties”

18 58. At all times herein mentioned, under *Labor Code* § 1102.5(c), an employer “shall not
19 retaliate against an employee for refusing to participate in an activity that would result in a violation of
20 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
21 regulation.”

22 59. At all relevant times, California *Labor Code* section 1102.5 and other applicable statutes
23 and regulations governing workplace safety and lawful business practices were in full force and effect and
24 binding on Defendants. Plaintiff reasonably believed that Defendants were engaged in unlawful conduct
25 and business practices, including violations of laws and regulations intended to protect employee and
26 public safety. Based on these reasonable beliefs, Plaintiff disclosed information to, and complained to,
27 Defendants’ management and supervisors regarding Defendants’ unsafe and unlawful practices, and
28 refused to remain silent regarding such conduct. Plaintiff’s disclosures and complaints constituted

1 protected activity within the meaning of *Labor Code* section 1102.5. In response to, and because of,
2 Plaintiff's protected disclosures and complaints, Defendants retaliated against Plaintiff by singling him
3 out, subjecting him to adverse employment actions, removing him from the work schedule, and ultimately
4 terminating his employment, in violation of *Labor Code* section 1102.5.

5 60. In violation of California *Labor Code* §§ 1102.5 et seq., Plaintiff alleges that he was
6 retaliated against and wrongfully terminated because, in whole or in part, Plaintiff disclosed information
7 to, complained to, and resisted Defendants' unlawful practices. As alleged above, Plaintiff complained to
8 Defendants' management and supervisors regarding unsafe and improper working conditions, including
9 Defendants' failure to follow access-control procedures, the resulting traffic and public safety hazards,
10 unsanitary and potentially hazardous restroom conditions, and Defendants' failure to provide all wages
11 owed and legally compliant meal and/or rest periods. Plaintiff's disclosures and complaints were made in
12 good faith and with reasonable cause to believe that Defendants were engaged in unlawful conduct.
13 Plaintiff's protected disclosures, complaints, and resistance to such practices were a substantial motivating
14 factor in Defendants' decision to single Plaintiff out, remove him from the work schedule, and ultimately
15 terminate his employment.

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

22 62. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
23 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
24 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
25 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount according to proof.

26 63. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating him
27 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
28 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is

1 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
2 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
3 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
4 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid
5 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages
6 against Defendants in a sum to be shown according to proof at trial pursuant to *Civil Code* § 3294.

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

11
12 **THIRD CAUSE OF ACTION**

13 **RETALIATION AND/OR WRONGFUL TERMINATION**

14 **IN VIOLATION OF LABOR CODE § 6310**

15 **(AGAINST UPS, ECOBAT, AND DOES 1-20)**

16 65. 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 66. At all times herein mentioned, California *Labor Code* § 6310 was in full force and effect,
20 and was binding on Defendants. Under *Labor Code* § 6310, it is unlawful for any employer to discharge
21 or discriminate against an employee in any manner because the employee made any oral or written
22 complaint to their employer regarding the employees belief that the employers is unlawfully committing
23 health or safety violations in the workplace.

24 67. At all relevant times, Plaintiff reasonably and in good faith believed that Defendants were
25 in violation of workplace safety laws and regulations intended to protect employees and the public. As
26 alleged above, Plaintiff complained to Defendants' management and supervisors regarding unsafe and
27 improper working conditions, including Defendants' failure to follow access-control procedures, the
28 resulting traffic and public safety hazards, and unsanitary and potentially hazardous restroom conditions

1 at the worksite. Plaintiff made such complaints for the purpose of securing compliance with workplace
2 safety requirements. In response to, and because of, Plaintiff's safety-related complaints, Defendants
3 retaliated against Plaintiff by singling him out, removing him from the work schedule, and ultimately
4 terminating his employment on false, illegitimate, and pretextual grounds, in violation of California *Labor*
5 *Code* § 6310.

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

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

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

27 71. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
28 attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys'

1 fees and costs in connection therewith. This action will also result in the enforcement of the constitutional
2 right to enjoying life and liberty, and pursuing and obtaining safety, all of which are important rights
3 affecting the public interest. As a result, Plaintiff's attorneys' fees incurred while pursuing such claims
4 should not, in the interest of justice, be paid out of the recovery. Accordingly, Plaintiff has incurred and
5 continues to incur legal expenses and attorneys' fees which Plaintiff is entitled to recover pursuant to
6 *Labor Code* §§ 2699(g) and 2699.5, and/or Code of Civil Procedure § 1021.5.

7
8 **FOURTH CAUSE OF ACTION**

9 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

10 **(AGAINST UPS, ECOBAT, AND DOES 1-20)**

11 72. 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 73. At all relevant times mentioned in this Complaint, Article I, Section 8 of the California
15 Constitution was in full force and effect and binding on Defendants. California law prohibits termination
16 or other adverse employment actions against employees for reasons that violate public policy. Specifically
17 here, Defendants' wrongful termination of Plaintiff's employment violated California statutes and/or
18 common law that inure to the benefit of the public at large and constitute a statement of California public
19 policy, including, but not limited to, *Labor Code* §§ 232.5, 1102.5, 6300 et seq., 6310, and 6400, as well
20 as other relevant statutes and regulations governing workplace safety, lawful business practices, and the
21 protection of employees who report unsafe or unlawful working conditions. These laws, statutes and their
22 interpretative regulations inure to the benefit of the public at large and embody fundamental public policy
23 of the State of California and/or the United States.

24 74. At all times herein, during Plaintiff's employment with Defendants, Plaintiff complained
25 to Defendants' management and supervisors regarding unsafe and improper working conditions, including
26 Defendants' failure to follow access-control procedures, the resulting traffic and public safety hazards,
27 unsanitary and potentially hazardous restroom conditions, and Defendants' failure to comply with
28 applicable workplace safety requirements. Plaintiff made such complaints in good faith and with

1 reasonable cause to believe that Defendants' conduct was unsafe and unlawful. Thereafter, and in direct
2 retaliation for Plaintiff's complaints and disclosures, Defendants wrongfully terminated Plaintiff in
3 violation of well-established public policies designed to protect employees and the public from unsafe
4 working conditions and unlawful business practices.

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

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

16 77. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he is
17 entitled to recover pursuant Code of Civil Procedure §1021.5

18
19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF *LABOR CODE* §§ 201-203**

21 **(AGAINST ALL DEFENDANTS AND DOES 1-20)**

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

25 79. At all times herein set forth, California *Labor Code* § 201 provides that if an employee
26 involuntarily ends their employment with an employer, the wages earned and unpaid at the time their
27 employment ends are due and payable at the time of the employee's termination. Similarly, California
28 *Labor Code* § 202 provides that if an employee voluntarily ends their employment with an employer, the

1 wages earned and unpaid at the time their employment ends are due and payable within seventy-two (72)
2 hours of the employee's separation of employment.

3 80. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
4 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
5 employer, who violates, or causes to be violated" sections 201, 202 & 203 "may be held liable as the
6 employer for such violation." This includes any owner, director, officer, or managing agent of the
7 employer. Plaintiff is informed and believes, and thereupon alleges, Corello is an owner, director, officer
8 and/or managing agent of Defendants, such that he is liable for violations of California's *Labor Code*
9 alleged in this section.

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

13 82. California *Labor Code* § 203 provides that if an employer willfully fails to pay, without
14 abatement or reduction, in accordance with *Labor Code* §§ 201 & 202, any wages of the employee shall
15 continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is
16 commenced; but the wages shall not continue for more than thirty (30) days. Suit may be filed for these
17 penalties at any time before the expiration of the statute of limitations on an action for the wages from
18 which the penalties arise.

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

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

1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF *LABOR CODE* § 226**

3 **(AGAINST ALL DEFENDANTS AND DOES 1–20)**

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

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

9 87. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding upon
10 Defendants and each of them. This statute provides that “any ... person acting on behalf of an employer,
11 who violates, or causes to be violated” section 226 “may be held liable as the employer for such violation.”
12 This includes any owner, director, officer, or managing agent of the employer. Plaintiff is informed and
13 believes, and thereupon alleges, Corello is an owner, director, officer and/or managing agent of
14 Defendants, such that he is liable for violations of California’s *Labor Code* alleged in this section.

15 88. Defendants violated *Labor Code* § 226 when Defendants failed to record, or pay Plaintiff,
16 all wages owed and failed to report premium pay for missed breaks, resulting from Defendants’ violations
17 of *Labor Code* §§ 226.7 and 558, on each of Plaintiff’s wage statements.

18 89. Pursuant to *Labor Code* § 226, Defendants is liable for “the greater of all actual damages
19 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100)
20 for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
21 (\$4,000).”

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

24
25 **SEVENTH CAUSE OF ACTION**

26 **VIOLATION OF *LABOR CODE* §§ 226.7 & 512**

27 **(AGAINST ALL DEFENDANTS AND DOES 1–20)**

28 91. As a separate and distinct cause of action, Plaintiff complains and realleges all the

1 allegations contained in this complaint, and incorporates them by reference into this cause of action as
2 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

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

5 93. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding upon
6 Defendants and each of them. This statute provides that “any ... person acting on behalf of an employer,
7 who violates, or causes to be violated” sections 226.7 & 512 “may be held liable as the employer for such
8 violation.” This includes any owner, director, officer, or managing agent of the employer. Plaintiff is
9 informed and believes, and thereupon alleges, Corello is an owner, director, officer and/or managing agent
10 of Defendants, such that he is liable for violations of California’s *Labor Code* alleged in this section.

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

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

16 96. At all times herein set forth, *Labor Code* § 512(a) provides that an employer may not
17 employ an employee for a work period of more than five (5) hours per day without providing the employee
18 with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the
19 employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the
20 employer and the employee. The applicable Industrial Wage Commission Wage Orders provide that
21 unless the employee is relieved of all duty during their thirty minutes meal period, the meal period shall
22 be considered an "on duty" meal period that is counted as hours worked.

23 97. At all times set forth, California *Labor Code* § 512(a) further provides that an employer
24 may not employ an employee for a work period of more than ten (10) hours per day without providing the
25 employee with a second meal period of not less than thirty (30) minutes, except that if the total hours
26 worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of
27 the employer and the employee only if the first meal period was not waived. The applicable Industrial
28 Wage Commission Wage Orders provide that unless the employee is relieved of all duty during their

thirty-minute meal period, the meal period shall be considered an "on duty" meal period that is counted as hours worked.

98. During the relevant time period, Defendants required Plaintiff to work in excess of eight (8) hours without providing two uninterrupted ten (10) minute rest periods. During the relevant time period, Defendants required Plaintiff to work during rest periods and failed to compensate Plaintiff for working without taking his rest. Defendants' conduct violates applicable orders of the California Industrial Wage Commission, and *Labor Code* §§ 226.7(b).

99. During the relevant time period, Plaintiff, was scheduled to work for a period of time in excess of eight (8) hours and who did not waive his legally-mandated meal periods by mutual consent, was required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes. At all times, within the relevant time period, Defendants required Plaintiff to work during meal and rest periods and failed to compensate Plaintiff for his work performed during meal and rest periods. Thus, Defendants' conduct violates applicable orders of the California Industrial Wage Commission, and California *Labor Code* §§ 226.7(a) and 512(a).

100. Pursuant to California *Labor Code* §§ 226.7(b) & 1194 and *Civil Code* §§ 3287(b) and 3289, Plaintiff is entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period was not provided, interest on such compensation not paid, costs and attorneys' fees, and any other relief the court deems appropriate.

EIGHTH CAUSE OF ACTION

VIOLATION OF *LABOR CODE* § 558.1

(AGAINST ALL DEFENDANTS AND DOES 1–20)

101. 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.

102. At all times herein set forth, California *Labor Code* § 558.1(a) provides that "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare

Commission, or violates, or causes to be violated, *Labor Code* §§ 201-203, 226, 226.7, & 512, may be held liable as the employer for such violation. Moreover, pursuant to California *Labor Code* § 558.1(a), “the term ‘other person acting on behalf of an employer’ is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in [California Civil Code § 3294(b)].”

103. 63. At all times herein, Defendants violated *Labor Code* §§ 201-203, 226, 226.7, and/or 512, as well as the relevant and/or related Industrial Wage Commission Wage Orders, as such pertained to Plaintiff’s work performed for the benefit of Defendants.

104. At all times herein, Corello, as an owner, officer, executive, director and/or managing agent of Defendants, acted on behalf of Defendants in engaging in conduct which violated, and/or caused Defendants to violate *Labor Code* §§ 201-203, 226, 226.7, and/or 512, as well as the relevant and/or related Industrial Wage Commission Wage Orders, as such pertained to Plaintiff’s work performed for the benefit of Defendants.

105. As a result of each of Defendants’ violations of *Labor Code* § 558.1(a), pursuant to *Labor Code* § 558, Plaintiff is entitled to recover from all Defendants, individually and/or collectively, all monies and/or statutory penalties owed to Plaintiff which are unpaid, and, additionally, the sum of fifty dollars (\$50) for the initial pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover the underpaid wages from said initial pay period, and the sum of \$100 for each subsequent pay period thereafter for which Plaintiff was underpaid in addition to an amount sufficient to recover all underpaid wages during said subsequent pay periods.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEY GENERAL ACT

(AGAINST UPS, ECOBAT, AND DOES 1–20)

106. 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.

107. Under Labor Code § 2699, Plaintiff, as an aggrieved employee, may bring an action against

1 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
2 for Defendants' violations of the California Labor Code.

3 108. Plaintiff was an aggrieved employee within the meaning of Labor Code § 2699(c), as
4 Defendants committed one or more of the Labor Code violations against him, including, but not limited
5 to, retaliation for engaging in protected activity as alleged herein.

6 109. More than 65 calendar days before filing this Complaint, Plaintiff gave written notice by
7 online filing with the Labor and Workforce Development Agency ("LWDA") and provided notice via
8 certified mail to Defendants of the specific provisions of the California Labor Code that Defendants
9 violated, including Labor Code §§ 232.5 and 6310, thereby satisfying the requirements of Labor Code §
10 2699.3.

11 110. The PAGA notice further described the facts and theories supporting these violations,
12 including that Defendants retaliated against Plaintiff and other aggrieved employees for disclosing unsafe
13 working conditions and for making complaints regarding occupational health and safety, conduct
14 protected under Labor Code §§ 232.5 and 6310.

15 111. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
16 and Workforce Development Agency with its intent to pursue an action against Defendants. Consequently,
17 Plaintiff may now commence a civil action, pursuant to Labor Code § 2699.3.

18 112. Defendants violated Labor Code §§ 232.5 and 6310 by retaliating against Plaintiff and
19 other aggrieved employees for engaging in protected activity, including, but not limited to, reporting and
20 complaining about unsafe working conditions and practices affecting employee health and safety.

21 113. As a direct and proximate result of Defendants' Labor Code violations as set forth in this
22 Complaint and in the PAGA notice, Plaintiff is entitled to civil penalties of \$100 for each aggrieved
23 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period
24 for each subsequent violation, pursuant to Labor Code § 2699(f), for those Labor Code sections not
25 expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
26 expressly provide for a penalty.

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

1 **REQUEST FOR JURY TRIAL**

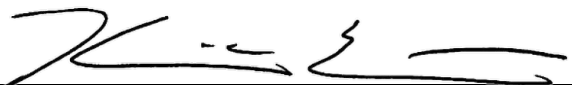
2 Plaintiff requests a trial by jury.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

- 6 1. For general damages, in the amount of no less than \$5,000,000, according to proof;
- 7 2. For special damages, in the amount of no less than \$5,000,000, according to proof;
- 8 3. For actual, consequential, and incidental damages, in the amount of no less than
- 9 \$5,000,000, according to proof;
- 10 4. For past and/or future economic damages, including all past and/or future lost earnings,
- 11 wages, and/or benefits, in the amount of no less than \$5,000,000, according to proof;
- 12 5. For past and/or future non-economic damages, including all past and/or future physical
- 13 injuries, mental injuries, emotional distress, pain, suffering, physical trauma, etc., in the amount of no
- 14 less than \$5,000,000, according to proof;
- 15 6. For punitive and exemplary damages in an amount necessary to punish Defendants to
- 16 deter any similar unlawful conduct, according to proof
- 17 7. For all compensation and/or statutory penalties owed, including as required under the
- 18 *Labor Code*;
- 19 8. For all declaratory and/or injunctive relief, where appropriate;
- 20 9. For prejudgment interest, according to proof;
- 21 10. For reasonable attorneys' fees and costs of suit incurred herein through the date of final
- 22 judgment;
- 23 11. For experts' costs and fees incurred herein through the date of final judgment; and
- 24 12. For such other and further relief as the Court may deem just and proper.

25
26 Dated: April 6, 2026


KAVEH S. ELIHU, ESQ.
SAMUEL J. MOORHEAD, ESQ.
EMPLOYEE JUSTICE LEGAL GROUP, P.C.
Attorneys for Plaintiff Charles Nelson