

1 **MESSRELIAN LAW INC.**
Harout Messrelian, Esq. (SBN 272020)
2 hm@messrelianlaw.com
Yervand Boyajyan, Esq. (SBN 367489)
3 yervand@messrelianlaw.com
101 N. Brand Blvd., Suite 1450
4 Glendale, California 91203
Telephone: (818) 484-6531
5 Facsimile: (818) 956-1983

6 Attorneys for Plaintiff,
ISSAC RODRIGUEZ
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

10 ISSAC RODRIGUEZ,
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12 Plaintiff,

13 vs.

14 AMP ELECTRIC, LANDSCAPE &
CONSTRUCTION CO., INC.; KEITH E.
15 NAPP; and DOES 1 to 25, inclusive,
16

17 Defendants.
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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

Case No.: 26STCV25742

COMPLAINT FOR DAMAGES FOR:

- 1) **DISABILITY DISCRIMINATION
IN VIOLATION OF FEHA;**
- 2) **FAILURE TO PROVIDE
REASONABLE
ACCOMMODATION IN
VIOLATION OF FEHA;**
- 3) **FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS IN
VIOLATION OF FEHA;**
- 4) **RETALIATION IN VIOLATION OF
FEHA;**
- 5) **FAILURE TO PREVENT
DISCRIMINATION AND
RETALIATION IN VIOLATION OF
FEHA;**
- 6) **RETALIATION IN VIOLATION OF
LABOR CODE SECTION 1102.5;**
- 7) **IN VIOLATION OF LABOR CODE
SECTIONS 6310 AND 6311;**
- 8) **WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 9) **FAILURE TO PAY MINIMUM
WAGES;**
- 10) **FAILURE TO GIVE MEAL
BREAKS;**
- 11) **FAILURE TO GIVE REST
BREAKS;**

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- 12) FAILURE TO INDEMNIFY
BUSINESS EXPENSES;**
- 13) FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 14) FAILURE TO PAY WAGES WHEN
EMPLOYMENT ENDS;**
- 15) VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200;**
- 16) PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE SECTION
2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, ISSAC RODRIGUEZ (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court, and this action is properly filed in the County of Los Angeles in this judicial district because Defendants do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

2. Plaintiff is a male resident of the State of California.

3. Plaintiff is informed and believes that at all times mentioned herein, Defendant AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC. (hereinafter “AMP”) is and was a California corporation, doing business in Los Angeles County, California; and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times mentioned herein, Defendant KEITH E. NAPP was and is the owner, managing agent, and/or managing director of AMP and is included in this lawsuit pursuant to Labor Code § 558.1 as he controlled the hours, wages, and/or working conditions of Plaintiff and other hourly, non-exempt employees.

5. Defendants AMP, KEITH E. NAPP, and DOES 1 to 25 are collectively referred to herein as “Defendants.”

6. Plaintiff is informed and believes that each Defendant was the alter ego of the remaining Defendants, and as hereinafter alleged, was acting for its own benefit and/or the benefit of one or more of the remaining Defendants. Plaintiff is informed and believes, and thereon alleges, that there exists a unity of ownership and interest between one or more of Defendants, such that any individuality and separateness between them has ceased, and said Defendants, and each of them, was at all times relevant, the alter ego of and all other Defendants.

7. Plaintiff is informed and believes that the Court’s adherence to the fiction of the separate existence of any or all Defendants as entities distinct from one another would permit an abuse of the corporate privilege, would sanction fraud, and/or promote injustice.

1 Plaintiff is informed and believes, and on that basis alleges, that one or more of Defendants
2 herein was an entity which is, and at all times herein mentioned was, controlled, dominated,
3 and operated by one or more of the other Defendants and, in that, the activities and business of
4 the other Defendants was carried on without the holding of director's or shareholders
5 meetings or with no records or minutes of any corporate proceedings.

6 8. Plaintiff is ignorant of the true names and capacities, whether individual,
7 corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so
8 Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the
9 DOE defendants, numbers 1 to 25, reside in the State of California and are responsible for the
10 conduct alleged herein in some manner. Upon discovering the true names and capacities of
11 these fictitiously named defendants, Plaintiff will amend this complaint to show the true
12 names and capacities of these fictitiously named defendants.

13 9. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the
14 basis of that information and belief, alleges that at all times herein mentioned, each of the
15 remaining codefendants, in doing the things hereinafter alleged, were acting within the course,
16 scope, and under the authority of their agency, employment, or representative capacity, with
17 the consent of his/her codefendants.

18 **GENERAL ALLEGATIONS**

19 10. Plaintiff ISSAC RODRIGUEZ was employed by Defendants from on or about
20 April 2025 until Defendants terminated his employment on or about December 8, 2025.
21 Plaintiff worked as a journeyman/laborer, was classified by Defendants as an hourly, non-
22 exempt employee, and most recently earned a base hourly rate of \$30.00 per hour. Throughout
23 his employment, Plaintiff performed his job duties competently and to the satisfaction of
24 Defendants, and at no time during his employment did Plaintiff receive any written warning,
25 write-up, performance improvement plan, counseling memorandum, or negative performance
26 evaluation.

27 11. At all relevant times, Plaintiff's employment was governed by Industrial
28 Welfare Commission Wage Order No. 16-2001 (Certain On-Site Occupations in the

Construction, Drilling, Logging and Mining Industries), codified at California Code of Regulations, Title 8, section 11160.

12. Plaintiff is informed and believes, and thereon alleges, that at all relevant times Defendants regularly employed five (5) or more persons and were therefore employers within the meaning of the California Fair Employment and Housing Act ("FEHA"), California Government Code sections 12900, et seq., and subject to its provisions.

13. At all relevant times, Plaintiff's direct supervisor was an individual known to Plaintiff as "Darcy." An individual known to Plaintiff as "Fernando," whose true surname is presently unknown to Plaintiff and who is sued herein as a DOE defendant, was Defendants' scheduler and superintendent responsible for assigning Plaintiff and other employees to job sites. Defendant KEITH E. NAPP was and is the owner and/or managing agent of Defendant AMP, was involved in the day-to-day operations of the business, and personally directed Plaintiff's job assignments.

14. During his employment, Plaintiff observed employees of Defendants, including his own supervisor Darcy, consuming alcohol while on duty and present on Defendants' active construction job sites. The consumption of alcohol by workers on an active electrical construction site creates a serious and immediate danger to the health and safety of every worker on that site.

15. Plaintiff had reasonable cause to believe, and did believe, that the conduct he observed violated state and federal statutes, rules, and regulations, including the California Occupational Safety and Health Act of 1973, Labor Code sections 6300, et seq., Labor Code sections 6400 through 6403, which require every employer to furnish employees a place of employment that is safe and healthful, and the regulations promulgated thereunder.

16. Plaintiff disclosed and complained about the on-the-job drinking to Defendants' management, including to persons with authority over Plaintiff and to persons with authority to investigate, discover, and correct the violation.

17. Following Plaintiff's complaints, his identity as the complainant became known, and word spread among Defendants' foremen that Plaintiff had "snitched" on Darcy.

1 Defendants' foremen thereafter refused to accept Plaintiff on their crews. On or about October
2 15, 2025, Plaintiff advised Fernando in writing: "I'm hearing foreman's are refusing my work
3 because someone is saying I snitched on Darcy is that why your trying to fit me in
4 somewhere[.] [W]hat Darcy tells people shouldn't matter[.], all my work I ever done for the
5 company has been code and correct." Defendants never investigated, responded to, or
6 remedied Plaintiff's report.

7 18. On or about September 15, 2025, immediately after Plaintiff advised
8 Defendants that he was ill, Defendant NAPP removed Plaintiff from the "New Horizons"
9 project, stating in writing: "Issac[.], I do need to pull you from new horizons and put you with
10 Alberto[.] Darcy is really unhappy with your performance." Defendants had never
11 documented any performance concern regarding Plaintiff at any time.

12 19. In or about October 2025, Plaintiff developed a cyst that required emergency
13 surgery and medical treatment. Plaintiff's condition constituted a physical disability within the
14 meaning of California Government Code section 12926, subdivision (m), in that it affected
15 one or more of Plaintiff's body systems and limited Plaintiff's major life activity of working.
16 In the alternative, Defendants regarded and treated Plaintiff as having such a disability, and
17 Plaintiff had a record and history of such a disability that was known to Defendants.

18 20. On or about October 8, 2025, Plaintiff's treating physician, Juan F. Lizarraga,
19 M.D., of Lizarraga Medical Center, ordered Plaintiff off work from October 8, 2025 through
20 October 14, 2025, with a return-to-work date of October 15, 2025. Plaintiff timely provided
21 that written documentation to Defendants, thereby placing Defendants on actual notice of his
22 disability and requesting both medical leave and reasonable accommodation.

23 21. The physician's written note released Plaintiff to return to work on October 15,
24 2025, subject to three specific and readily accommodated work restrictions: (a) not to work in
25 hot, humid areas; (b) not to be restricted to areas with no ventilation; and (c) inability to wear
26 a hard hat.

27 22. Defendants never contacted Plaintiff to discuss those restrictions. Defendants
28 never initiated, engaged in, or offered any timely, good faith interactive process. Defendants

1 never evaluated whether Plaintiff could be placed at a job site consistent with his restrictions,
2 never offered light duty, modified duty, or an alternative assignment, never requested any
3 additional or clarifying medical information, and never identified any restriction they
4 contended could not be accommodated.

5 23. Instead, when Plaintiff asked on or about October 15, 2025 whether he should
6 report to a job site or return to his prior assignment, Fernando responded in writing: "I'm
7 sorry but at the moment I don't have a spot for you, I had to fill your spot while you were
8 gone. Like I mentioned im trying to fit you in."

9 24. On or about October 20, 2025, Fernando again wrote to Plaintiff: "Hey Issac, I
10 still don't [have] a home for you. We are still waiting on jobs to start but I don't know exactly
11 [when]."

12 25. On or about November 17, 2025, Fernando wrote to Defendants' crew,
13 including Plaintiff: "Hey guys, we just signed the contract for equinox and they're starting
14 there tomorrow. We will likely need you guys beginning of next week if you're still
15 available." Plaintiff immediately responded, "Yes," confirming his availability. Defendants
16 nevertheless did not place Plaintiff on the schedule.

17 26. On or about November 21, 2025, Plaintiff returned to Lizarraga Medical
18 Center and obtained a full medical release permitting him to return to work on November 24,
19 2025 **without any restrictions whatsoever**. Plaintiff immediately transmitted a copy of that
20 release to Defendants' human resources representative, who confirmed to Plaintiff in writing
21 that same day: "I told Fernando you were cleared. He does the schedule."

22 27. Notwithstanding Plaintiff's unrestricted medical release, Defendants' own
23 confirmation that the release had been communicated to the individual who "does the
24 schedule," and Defendants' own written statement four days earlier that they would "likely
25 need you guys beginning of next week," Fernando advised Plaintiff that same day: "I do have
26 a spot for you but it won't be until December 1st. We won't have walls up until then." Plaintiff
27 protested in writing: "I understand but you told me last week that this week you need me[.] I
28 went to doctors and everything to get cleared to work[.] Now I have [to] wait another 2

1 weeks.”

2 28. In total, Defendants refused to return Plaintiff to the work schedule for
3 approximately six and one-half (6.5) weeks after he was medically cleared to work with
4 restrictions on October 15, 2025, and for a further ten (10) days after he was medically cleared
5 to work without any restrictions on November 21, 2025, all while Defendants were executing
6 new contracts and actively recruiting crew members to staff those projects.

7 29. Plaintiff finally returned to work on or about December 1, 2025. Defendants’
8 own payroll records reflect that Plaintiff worked 38.88 hours during the pay period of
9 December 1, 2025 through December 7, 2025.

10 30. On or about December 8, 2025, following that single week back on the job and
11 approximately seventeen (17) days after Plaintiff presented his unrestricted medical release,
12 Defendants terminated Plaintiff’s employment.

13 31. The reasons Defendants gave for refusing to return Plaintiff to work and for
14 terminating his employment were false and pretextual, and shifted repeatedly. Defendants
15 variously asserted that Darcy was “unhappy with [Plaintiff’s] performance,” despite never
16 having documented a single performance concern during Plaintiff’s entire tenure; that
17 Plaintiff’s “spot” had been filled; that there was no “home” for Plaintiff; and that no work
18 would exist until the “walls [were] up” on December 1, all while Defendants were signing
19 new contracts and staffing them with other workers.

20 32. Plaintiff is informed and believes, and thereon alleges, that the true reasons for
21 Defendants’ refusal to return him to the work schedule and for his termination were Plaintiff’s
22 physical disability, his request for and use of medical leave and reasonable accommodation,
23 and his complaints and disclosures regarding the unlawful and unsafe consumption of alcohol
24 on Defendants’ job sites.

25 33. Defendants terminated Plaintiff’s employment on or about December 8, 2025
26 but failed to pay Plaintiff all wages earned and unpaid at the time of termination. The final
27 itemized wage statement Defendants furnished to Plaintiff covered the pay period of
28 December 1, 2025 through December 7, 2025 and bore a pay date of December 8, 2025, and

1 therefore did not and could not include compensation for Plaintiff's final day of work or any
2 other wages accruing thereafter.

3 34. On or about December 9, 2025, Plaintiff wrote to Fernando: "Hey Fernando I
4 didn't receive my check yet[.] [I]n the state of California when you fire a employee they have
5 to receive [t]heir final paycheck immediately and its been over 24 hrs since you fired me."
6 Defendants did not respond.

7 35. On or about December 11, 2025, Plaintiff wrote to Defendants' human
8 resources representative, Stacy Gomez: "Hey Stacy it's Issac Rodriguez I was emailing you
9 regarding my final paycheck I was terminated Monday 12-8-25 and I haven't received my
10 final paycheck 12-11-25." To date, Defendants have failed and refused to pay Plaintiff all
11 wages due and owing.

12 36. Defendants' failure to pay Plaintiff all wages due and owing immediately upon
13 his involuntary termination was willful within the meaning of California Labor Code section
14 203. Defendants knew wages were owed, were expressly reminded of their obligation by
15 Plaintiff in writing on two separate occasions, and nonetheless failed and refused to pay.

16 37. It is Plaintiff's position that, due to personally suffering each of the violations
17 set forth below, Plaintiff may bring the following Labor Code violations on behalf of himself
18 and all other aggrieved employees, including ALL hourly, non-exempt employees who
19 worked for Defendants at any of their locations in the State of California during the relevant
20 PAGA period.

21 38. Defendants violated California Labor Code sections 1194, 1194.2, 1197, and
22 1197.1 because they failed to pay Plaintiff and other similarly situated aggrieved employees
23 for all hours worked, including the statutory minimum wage for all hours worked and for "off
24 the clock" work. Plaintiff himself worked "off the clock" in that his meal breaks would be
25 interrupted due to work obligations, and especially when the job site would get busy, and he
26 was not compensated for that interrupted time. Plaintiff and others were also not paid proper
27 reporting time pay. Plaintiff and others were further not paid proper travel time, in that
28 Plaintiff and others would travel directly from their homes to the job sites, which at times

1 would be farther away than Defendants' main office, and Defendants would not pay for that
2 travel time. Under California law, an employer may not average an employee's compensation
3 across hours worked; each and every hour worked must be separately compensated at no less
4 than the applicable minimum wage.

5 39. Pursuant to California Industrial Welfare Commission Order No. 16-2001,
6 section 8(B), "When tools or equipment are required by the employer or are necessary to the
7 performance of a job, such tools and equipment shall be provided and maintained by the
8 employer, except that an employee whose wages are at least two (2) times the minimum wage
9 provided herein may be required to provide and maintain hand tools and equipment
10 customarily required by the trade or craft." **Plaintiff's hourly rate of \$30.00 was at all times**
11 **less than two (2) times the California minimum wage in effect during his employment.**

12 Defendants nevertheless required their employees, including Plaintiff, to provide and maintain
13 their own hand tools for the performance of their job duties. The only equipment Defendants
14 provided was a "pipe bender." Defendants therefore violated Industrial Welfare Commission
15 Order No. 16-2001, section 8(B).

16 40. Defendants were also subject to the prevailing wage laws of the State of
17 California pursuant to California Labor Code section 1771, regarding work undertaken on
18 public construction projects. Under Labor Code section 1771, the only legal wage which may
19 be paid to workers on public works projects is the prevailing wage. Defendants compensated
20 Plaintiff and other similarly situated aggrieved employees for their labor on public
21 improvement, or public works construction projects, at a rate of pay below the general
22 prevailing rate of per diem wages for work of a similar character in the locality in which the
23 public work was performed, and less than the general prevailing rate of per diem wages for
24 holiday and overtime work.

25 41. Defendants were further subject to the prevailing wage laws of the State of
26 California pursuant to California Labor Code section 1774. Defendants violated Labor Code
27 section 1774 because they paid their employees, including Plaintiff, less than the specific
28 prevailing rates of wages to all workmen employed in the execution of the contract of the

1 projects. Plaintiff and others similarly situated worked on public works projects, especially for
2 the State of California.

3 42. Defendants violated California Labor Code sections 512 and 226.7 and the
4 applicable Industrial Welfare Commission Wage Order because they failed to provide Plaintiff
5 and other similarly situated aggrieved employees the requisite thirty (30) minute,
6 uninterrupted, duty-free meal periods for every five (5) hours of work throughout their
7 employment. Defendants did not completely relieve Plaintiff and other employees of all duty
8 during said meal periods. Defendants did not pay Plaintiff and their hourly, non-exempt
9 employees one additional hour of pay at the regular rate of compensation for each workday
10 that one or more statutory meal periods was not provided. There were occasions wherein
11 Plaintiff and others would not receive meal breaks at all, occasions wherein Plaintiff and
12 others would receive meal breaks after their fifth (5th) hour worked, which are late, and
13 occasions wherein Plaintiff's and others' meal breaks would be interrupted due to work
14 obligations, especially when the job site would get busy. Consequently, it was the normal
15 practice and custom of Defendants not to consistently authorize, permit, and enforce timely,
16 uninterrupted statutory meal periods. If Plaintiff signed a meal period waiver, it would not be
17 valid and enforceable since Plaintiff and others generally worked more than a five-hour shift.

18 43. Furthermore, under California law, employees must make an affirmative
19 decision every day regarding whether to waive their meal periods. August 13, 2003, DLSE
20 Opinion Letter ("The decision to forego a meal period may not, therefore, be based on a
21 specific requirement of the employer or on a policy or practice which could reasonably be
22 perceived to be a condition of employment. Therefore, blanket 'waivers' of meal periods ...
23 whether written or oral, will not be considered valid."). If Defendants had Plaintiff and others
24 sign an on-duty meal period agreement wherein Plaintiff agreed to work through the meal
25 periods, it would be invalid and unenforceable because the nature of Plaintiff's job does not
26 and did not prevent him from taking a meal period, and the company could have hired
27 "breakers" to relieve Plaintiff of his job duties so that he could actually take a timely,
28 uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not

1 allow for Plaintiff to revoke such an agreement even if it was signed. To the extent that
2 Defendants argue that employees received meal break premium pay for missed meal periods,
3 that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for
4 the violations themselves, irrespective of whether an employee received the premium payment
5 for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the
6 Court stated, “section 226.7 does not give employers a lawful choice between providing either
7 meal and rest breaks or an additional hour of pay.” (*Kirby v. Immoos Fire Protection, Inc.*
8 (2012) 53 Cal.4th 1244, 1256 (emphasis in original).) Thus, the extra hour of pay does not
9 excuse the violation; the employer has still committed a violation even if the remedy for the
10 violation has been paid.

11 44. Defendants violated California Labor Code section 226.7 and the applicable
12 Industrial Welfare Commission Wage Order because they failed to authorize and permit
13 Plaintiff and other hourly, non-exempt employees ten (10) minute rest periods for every
14 four (4) hours of work, or major fraction thereof, throughout their employment. Defendants
15 did not completely relieve Plaintiff and others of all duty during said rest periods. Defendants
16 did not pay Plaintiff and others one additional hour of pay at the regular rate of compensation
17 for each workday that one or more statutory rest periods was not provided. Plaintiff and others
18 simply did not get rest breaks at all, as rest breaks were not authorized, permitted, or enforced
19 and were not a part of the work culture. The culture, policies, and procedures of Defendants
20 did not lend themselves to employees receiving any statutory rest breaks wherein they were
21 relieved of all work duties.

22 45. Furthermore, during the relevant time period, and due to the above Labor Code
23 violations, Defendants failed to pay Plaintiff and other employees all wages due to them
24 within any time period specified by California Labor Code section 204. Since Plaintiff was
25 not compensated for his “off the clock” work, and since Plaintiff did not receive proper and
26 complete meal and rest break premiums, Plaintiff would still be owed wages pursuant to
27 Labor Code section 204.
28

1 46. Defendants were also in violation of California Labor Code section 226(a) by
2 failing to furnish Plaintiff and other aggrieved employees with accurate itemized wage
3 statements. Among other defects, the wage statements Defendants issued: (a) failed to
4 separately state gross wages earned as required by section 226(a)(1); (b) failed to accurately
5 state all hours worked, because hours worked “off the clock” were omitted; (c) failed to state
6 premium pay owed for missed, late, or interrupted meal and rest periods; (d) failed to state
7 amounts owed as reimbursement for necessary business expenses; and (e) reported paid sick
8 leave figures that were facially and internally inaccurate. With respect to subpart (e), on each
9 and every wage statement Defendants issued to Plaintiff, the year-to-date “Accrued” paid sick
10 leave figure was reported as a static 1.33 hours while the year-to-date “Used” figure was
11 simultaneously reported as a static 19.00 hours, a mathematically impossible combination,
12 since an employee cannot use 19.00 hours of paid sick leave against 1.33 hours accrued.

13 47. During the relevant time period, Defendants also failed to keep accurate and
14 complete payroll records showing the actual hours worked per day and the wages paid to
15 Plaintiff and others pursuant to California Labor Code section 1174(d).

16 48. Defendants also violated California Labor Code sections 201, 202, and 203
17 because they willfully failed to pay Plaintiff and other similarly situated aggrieved employees
18 earned and due wages upon separation of employment, either immediately upon involuntary
19 termination, or within seventy-two (72) hours of resignation. These earned but unpaid wages
20 include compensation for all hours worked, including minimum wages and premium pay for
21 missed meal and rest breaks.

22 49. During the relevant time period, Plaintiff and other aggrieved employees
23 incurred necessary, business-related expenses and costs that were not reimbursed by
24 Defendants. These costs include, but are not limited to, the use of personal cell phones for
25 work purposes, in that Plaintiff would use his personal cell phone to contact management and
26 schedulers and to clock in and out on the timekeeping application that Defendants required
27 him to download and use. Despite the latter, Plaintiff and others were not reimbursed for the
28 use of their personal cellular telephones. In addition, and as alleged above, Plaintiff provided

1 the hand tools needed to effectuate his job duties as a laborer and was not reimbursed for them
2 at all. Plaintiff is informed and believes, and thereon alleges, that the only amount Defendants
3 ever credited to Plaintiff that could conceivably be characterized as a reimbursement was a
4 single “Miscellaneous Addition” of \$30.00 for the entire period reflected in Defendants’
5 payroll records, an amount that is facially unreasonable in light of the tools and personal
6 cellular telephone Plaintiff was required to supply. Accordingly, Defendants were in violation
7 of California Labor Code sections 2800 and 2802.

8 50. Furthermore, Defendants did not provide proper and correct paid sick leave,
9 nor accurately delineate it on employee pay stubs, in violation of California Labor Code
10 sections 233 and 246. Labor Code section 246(b)(4) requires that an employee have accrued
11 no less than twenty-four (24) hours or three (3) days of paid sick leave by the 120th calendar
12 day of employment, and no less than forty (40) hours or five (5) days of paid sick leave by the
13 200th calendar day of employment. Defendants accrued paid sick leave for Plaintiff at a flat
14 rate of approximately 1.33 hours per week. As a result, Defendants’ own payroll records
15 reflect that on or about the 120th calendar day of Plaintiff’s employment, Plaintiff had accrued
16 and available fewer than eight (8) hours of paid sick leave against a statutory floor of twenty-
17 four (24) hours, and on or about the 200th calendar day of his employment, Plaintiff had
18 accrued and available fewer than four (4) hours of paid sick leave against a statutory floor of
19 forty (40) hours.

20 51. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiff has
21 suffered and continues to suffer substantial damages, including past and future lost wages and
22 benefits calculated at his established rate of \$30.00 per hour, unpaid final wages, waiting time
23 penalties, statutory penalties, unreimbursed business expenses, and emotional distress,
24 anxiety, and humiliation, in amounts according to proof at trial.

25 **ADMINISTRATIVE EXHAUSTION**

26 52. Plaintiff has exhausted his administrative remedies under the California Fair
27 Employment and Housing Act. On or about August 14, 2026, and within three years of the
28 unlawful conduct alleged herein, Plaintiff timely filed a verified complaint of discrimination,

1 harassment, retaliation, and failure to prevent discrimination, harassment, and retaliation
2 against Defendant with the California Civil Rights Department, in compliance with California
3 Government Code section 12960.

4 53. On or about August 14, 2026, the California Civil Rights Department issued to
5 Plaintiff a Notice of Case Closure and Right to Sue with respect to that complaint. This action
6 is brought within one year of the date of that notice, in compliance with California
7 Government Code section 12965, subdivision (c)(1).

8 54. Plaintiff has therefore satisfied all administrative prerequisites to the filing of
9 this action. To the extent any administrative prerequisite is asserted not to have been satisfied,
10 Plaintiff alleges that any such requirement was excused, waived, satisfied by Defendant's
11 actual notice of the conduct alleged herein, or otherwise not a bar to the causes of action pled
12 below.

13 **FIRST CAUSE OF ACTION**

14 **DISABILITY DISCRIMINATION IN VIOLATION OF FEHA**

15 **(California Government Code § 12940(a))**

16 **(Against Defendants AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC.**

17 **and DOES 1 to 25, inclusive)**

18 55. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 45, inclusive, of this Complaint as though fully set forth herein.

20 56. At all relevant times, Defendants were employers within the meaning of
21 FEHA, California Government Code section 12926, regularly employed five or more persons,
22 and were subject to the provisions of FEHA.

23 57. At all relevant times, Plaintiff was an employee covered by FEHA, and his
24 physical disability and medical condition are protected characteristics under California
25 Government Code sections 12920, 12926, and 12940(a).

26 58. FEHA prohibits an employer from discharging, or otherwise discriminating
27 against, any person in compensation or in the terms, conditions, or privileges of employment
28 on the basis of physical disability or medical condition. (Gov. Code § 12940(a).)

1 59. Defendants knew of Plaintiff's disability. Plaintiff placed Defendants on
2 express written notice of his condition and his medical restrictions by furnishing Defendants
3 with his treating physician's notes on or about October 8, 2025 and November 21, 2025. At all
4 relevant times, Plaintiff was able to perform the essential duties of his position, with or
5 without reasonable accommodation.

6 60. As alleged above, Defendants discriminated against Plaintiff on the basis of his
7 physical disability by, among other things, removing him from his job assignment, refusing to
8 return him to the work schedule for approximately six and one-half weeks, refusing to assign
9 him available work while staffing newly signed projects with other employees, and
10 terminating his employment on or about December 8, 2025. Plaintiff's physical disability,
11 Defendants' perception of that disability, and Plaintiff's record of that disability were each a
12 substantial motivating factor in Defendants' adverse employment actions. Any reasons
13 proffered by Defendants for those actions were and are false and pretextual.

14 61. As a direct and proximate result of the aforementioned acts and omissions of
15 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
16 to, loss of income (past and future), loss of employment benefits (past and future), general and
17 compensatory damages (past and future), mental pain and anguish and emotional distress (past
18 and future), and will continue to suffer said damages in an amount according to proof at trial.

19 62. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
20 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
21 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
22 of their workers' right to work free of discrimination on the basis of physical disability, so as
23 to justify the imposition of punitive damages to punish and deter Defendants and to make an
24 example of them, in an amount according to proof at trial.

25 63. Plaintiff has been required to retain counsel to prosecute this action and is
26 entitled to recover reasonable attorneys' fees and costs pursuant to California Government
27 Code section 12965.
28

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF

FEHA

(California Government Code § 12940(m))

**(Against Defendants AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC.
and DOES 1 to 25, inclusive)**

64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

65. FEHA makes it an unlawful employment practice for an employer to fail to make reasonable accommodation for the known physical disability of an employee. (Gov. Code § 12940(m).)

66. Plaintiff had a physical disability known to Defendants, and Plaintiff was willing and able to perform the essential functions of his position with reasonable accommodation.

67. Plaintiff requested reasonable accommodation by furnishing Defendants with his physician's written notes, which identified three specific and limited work restrictions: (a) not to work in hot, humid areas; (b) not to be restricted to areas with no ventilation; and (c) inability to wear a hard hat.

68. Reasonable accommodations were readily available to Defendants at no material cost and without undue hardship, including but not limited to a brief additional leave of absence, assignment to a job site or portion of a job site that was ventilated and not hot or humid, assignment to work not requiring a hard hat, temporary reassignment to modified or light duty, or reassignment to a vacant position for which Plaintiff was qualified. At the relevant time, Defendants were staffing multiple projects, including a newly executed contract, and had available work.

69. Defendants failed to provide any reasonable accommodation whatsoever. Defendants' sole response to Plaintiff's restrictions was to advise him that they did not have a "spot" or a "home" for him, and to remove him from the work schedule entirely. Removing a

disabled employee from the schedule is not an accommodation; it is the denial of one. Defendants' failure to accommodate continued even after Plaintiff was released to return to work without any restrictions on or about November 21, 2025, when Defendants delayed Plaintiff's return for a further ten days notwithstanding Defendants' own written confirmation that the release had been communicated to the individual responsible for scheduling.

70. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer said damages in an amount according to proof at trial.

71. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to receive the reasonable accommodations to which they are entitled by law, so as to justify the imposition of punitive damages to punish and deter Defendants and to make an example of them, in an amount according to proof at trial.

72. Plaintiff has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorneys' fees and costs pursuant to California Government Code section 12965.

THIRD CAUSE OF ACTION

FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF

FEHA

(California Government Code § 12940(n))

**(Against Defendants AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC.
and DOES 1 to 25, inclusive)**

73. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

74. FEHA makes it an unlawful employment practice for an employer to fail to

engage in a timely, good faith, interactive process with an employee to determine effective reasonable accommodations in response to a request for reasonable accommodation by an employee with a known physical disability. (Gov. Code § 12940(n).)

75. Plaintiff requested reasonable accommodation for his known physical disability by furnishing Defendants with written medical documentation setting out his restrictions, thereby triggering Defendants' obligation to engage in a timely, good faith, interactive process.

76. Defendants wholly failed to do so. Defendants never met or communicated with Plaintiff regarding possible accommodations, never explored any potential accommodation, never requested additional or clarifying medical information, never identified any restriction they contended could not be accommodated, and never advised Plaintiff of the outcome of any accommodation analysis, because no such analysis was ever undertaken.

77. Defendants' failure to engage in the interactive process was the direct cause of the failure to identify a reasonable accommodation that would have permitted Plaintiff to continue working.

78. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer said damages in an amount according to proof at trial.

79. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to engage in a good faith interactive process regarding their disabilities, so as to justify the imposition of punitive damages to punish and deter Defendants and to make an example of them, in an amount according to proof at trial.

80. Plaintiff has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorneys' fees and costs pursuant to California Government

Code section 12965.

FOURTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF FEHA

(California Government Code §§ 12940(h) and 12940(m)(2))

**(Against Defendants AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC.
and DOES 1 to 25, inclusive)**

81. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.

82. FEHA prohibits an employer from retaliating against an employee because the employee has opposed practices forbidden by FEHA. (Gov. Code § 12940(h).) FEHA separately makes it an unlawful employment practice for an employer to retaliate or otherwise discriminate against a person for requesting accommodation of a known physical disability, regardless of whether the request was granted. (Gov. Code § 12940(m)(2).)

83. Plaintiff engaged in protected activity by requesting reasonable accommodation for his known physical disability and by requesting and taking medical leave for that disability.

84. Because of Plaintiff's protected activity, Defendants subjected Plaintiff to adverse employment action, including removing him from his assignment, refusing to return him to the work schedule, refusing to assign him available work, and terminating his employment. Plaintiff's protected activity was a substantial motivating factor for the adverse actions.

85. The causal connection between Plaintiff's protected activity and Defendants' adverse actions is established by, among other things, the close temporal proximity between the protected activity and each adverse action; Defendants' refusal to schedule Plaintiff on the very day they confirmed in writing that his medical release had been communicated to the scheduler; Defendants' simultaneous recruitment of other crew members to staff a newly signed contract; and the shifting, undocumented, and pretextual nature of Defendants' stated reasons.

1 86. As a direct and proximate result of the aforementioned acts and omissions of
2 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
3 to, loss of income (past and future), loss of employment benefits (past and future), general and
4 compensatory damages (past and future), mental pain and anguish and emotional distress (past
5 and future), and will continue to suffer said damages in an amount according to proof at trial.

6 87. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
7 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
8 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
9 of their workers' right to request accommodation and medical leave free of retaliation, so as to
10 justify the imposition of punitive damages to punish and deter Defendants and to make an
11 example of them, in an amount according to proof at trial.

12 88. Plaintiff has been required to retain counsel to prosecute this action and is
13 entitled to recover reasonable attorneys' fees and costs pursuant to California Government
14 Code section 12965.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**

17 **OF FEHA**

18 **(California Government Code § 12940(k))**

19 **(Against Defendants AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC.**

20 **and DOES 1 to 25, inclusive)**

21 89. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

23 90. FEHA requires an employer to take all reasonable steps necessary to prevent
24 discrimination and retaliation from occurring. (Gov. Code § 12940(k).)

25 91. As alleged above, Plaintiff was subjected to discrimination and retaliation on
26 the basis of his physical disability and his requests for accommodation and medical leave.

27 92. Defendants failed to take all reasonable steps necessary to prevent that
28 discrimination and retaliation. Defendants failed to maintain and enforce adequate policies

1 against disability discrimination and retaliation, failed to adequately train their supervisors,
2 schedulers, and managing agents regarding their obligations under FEHA, failed to conduct
3 any investigation into Plaintiff's complaints, and failed to take any corrective action after
4 Plaintiff reported in writing that Defendants' foremen were refusing his work in retaliation for
5 his complaints.

6 93. Defendants' failure to take all reasonable steps necessary to prevent
7 discrimination and retaliation was a substantial factor in causing Plaintiff's harm.

8 94. As a direct and proximate result of the aforementioned acts and omissions of
9 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
10 to, loss of income (past and future), loss of employment benefits (past and future), general and
11 compensatory damages (past and future), mental pain and anguish and emotional distress (past
12 and future), and will continue to suffer said damages in an amount according to proof at trial.

13 95. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
14 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
15 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
16 of their workers' right to work in an environment free of discrimination and retaliation, so as
17 to justify the imposition of punitive damages to punish and deter Defendants and to make an
18 example of them, in an amount according to proof at trial.

19 96. Plaintiff has been required to retain counsel to prosecute this action and is
20 entitled to recover reasonable attorneys' fees and costs pursuant to California Government
21 Code section 12965.

22 **SIXTH CAUSE OF ACTION**

23 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

24 **(California Labor Code section 1102.5)**

25 **(Against Defendants AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC.**

26 **and DOES 1 to 25, inclusive)**

27 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
28 paragraphs 1 through 87, inclusive, of this Complaint as though fully set forth herein.

1 98. At all times material to this Complaint, California Labor Code section 1102.5
2 was in effect and binding on Defendants. Labor Code section 1102.5(b) prohibits an employer,
3 or any person acting on behalf of the employer, from retaliating against an employee for
4 disclosing information, internally or externally, to a person with authority over the employee,
5 or to another employee who has the authority to investigate, discover, or correct the violation,
6 where the employee has reasonable cause to believe that the information discloses a violation
7 of a state or federal statute, or a violation of or noncompliance with a local, state, or federal
8 rule or regulation.

9 99. As alleged above, Plaintiff engaged in protected activity by disclosing to
10 Defendants' management, including to persons with authority over Plaintiff and to persons
11 with authority to investigate, discover, or correct the violation, that employees of Defendants,
12 including his supervisor Darcy, were consuming alcohol while on duty on Defendants' active
13 construction job sites. At the time he made these disclosures, Plaintiff had reasonable cause to
14 believe that the information disclosed violations of state statutes, rules, and regulations,
15 including the California Occupational Safety and Health Act of 1973 and Labor Code sections
16 6400 through 6403, which require every employer to furnish employees a place of
17 employment that is safe and healthful.

18 100. Defendants retaliated against Plaintiff for his protected disclosures by, among
19 other things: permitting and acquiescing in Defendants' foremen refusing to accept Plaintiff
20 on their crews because he had "snitched"; removing him from the New Horizons project;
21 refusing to return him to the work schedule; refusing to assign him available work while
22 staffing newly signed projects with other employees; and terminating his employment on or
23 about December 8, 2025.

24 101. Plaintiff's protected disclosures were a contributing factor in Defendants'
25 decision to terminate his employment. Pursuant to California Labor Code section 1102.6, once
26 Plaintiff demonstrates by a preponderance of the evidence that his protected activity was a
27 contributing factor in the adverse actions taken against him, the burden shifts to Defendants to
28 demonstrate by *clear and convincing evidence* that they would have taken the same actions

1 for legitimate, independent reasons. Defendants cannot carry that burden.

2 102. Pursuant to California Labor Code section 1102.5, as amended by Senate Bill
3 497 (2023), adverse action taken against an employee within ninety (90) days of the
4 employee's protected activity is presumptively retaliatory, and the employer bears the burden
5 of rebutting that presumption. Defendants terminated Plaintiff's employment on or about
6 December 8, 2025, well within ninety (90) days of Plaintiff's October 15, 2025 written report
7 that Defendants' foremen were refusing his work because he had complained about Darcy.
8 That termination, and Defendants' intervening refusals to schedule Plaintiff, are therefore
9 presumptively retaliatory.

10 103. Defendants' stated reasons for refusing to schedule Plaintiff and for terminating
11 his employment were false and pretextual, as alleged above.

12 104. As a direct and proximate result of the aforementioned acts and omissions of
13 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
14 to, loss of income (past and future), loss of employment benefits (past and future), general and
15 compensatory damages (past and future), mental pain and anguish and emotional distress (past
16 and future), and will continue to suffer said damages in an amount according to proof at trial.

17 105. Pursuant to California Labor Code section 1102.5(f), an employer that violates
18 section 1102.5 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per
19 employee for each violation, to be awarded to the employee who was retaliated against.
20 Plaintiff requests all available relief under Labor Code section 1102.5, including damages, the
21 imposition of civil penalties under section 1102.5(f), and reasonable attorneys' fees pursuant
22 to Labor Code section 1102.5(j).

23 106. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
24 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
25 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
26 of their workers' right to work in an environment free of retaliation for whistleblowing, so as
27 to justify the imposition of punitive damages to punish and deter Defendants and to make an
28 example of them, in an amount according to proof at trial.

1 **SEVENTH CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310 AND 6311**

3 **(California Labor Code sections 6310 and 6311)**

4 **(Against Defendants AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC.**

5 **and DOES 1 to 25, inclusive)**

6 107. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 97, inclusive, of this Complaint as though fully set forth herein.

8 108. At all times material to this Complaint, California Labor Code sections 6310
9 and 6311 were in effect and binding on Defendants. Section 6310 prohibits any person from
10 discharging or in any manner discriminating against an employee because the employee made
11 a bona fide oral or written complaint to the employer, or to a governmental agency having
12 statutory responsibility for or assisting the employer with occupational health and safety
13 matters, regarding unsafe working conditions or work practices. Section 6310(b) entitles an
14 employee who is discharged or discriminated against by his or her employer for making such
15 a complaint to reinstatement and reimbursement for lost wages and work benefits. Section
16 6311 separately protects an employee from discharge for refusing to perform work in violation
17 of an occupational safety or health standard where the violation would create a real and
18 apparent hazard.

19 109. As alleged above, Plaintiff made bona fide oral and written complaints to
20 Defendants concerning unsafe working conditions and work practices at Defendants' job sites,
21 specifically the consumption of alcohol by workers, including a supervisor, while on duty on
22 an active electrical construction site involving energized electrical systems, elevated work,
23 heavy equipment, and other hazards.

24 110. Plaintiff's complaints were made in good faith regarding conditions Plaintiff
25 reasonably believed to be unsafe and to create a real and apparent hazard to himself and to
26 Defendants' other employees.

27 111. Defendants discharged and otherwise discriminated against Plaintiff because of
28 those bona fide safety complaints, including by removing him from his project assignment,

1 refusing to return him to the work schedule, refusing to assign him available work, and
2 terminating his employment on or about December 8, 2025, in violation of California Labor
3 Code sections 6310 and 6311.

4 112. No exhaustion of administrative remedies is required as a prerequisite to this
5 cause of action. (Lab. Code §§ 244(a), 98.7(g).)

6 113. As a direct and proximate result of Defendants' violation of California Labor
7 Code sections 6310 and 6311, Plaintiff has suffered and continues to suffer lost wages and
8 benefits (past and future), emotional distress, and other general and special damages in an
9 amount according to proof. Plaintiff is entitled to reinstatement and reimbursement for lost
10 wages and work benefits pursuant to Labor Code section 6310(b).

11 114. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
12 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
13 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
14 of their workers' right to complain about unsafe working conditions free of retaliation, so as to
15 justify the imposition of punitive damages to punish and deter Defendants and to make an
16 example of them, in an amount according to proof at trial.

17 **EIGHTH CAUSE OF ACTION**

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

19 **(Against Defendants AMP ELECTRIC, LANDSCAPE & CONSTRUCTION CO., INC.**
20 **and DOES 1 to 25, inclusive)**

21 115. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 105, inclusive, of this Complaint as though fully set forth herein.

23 116. At all times during his employment with Defendants, Plaintiff performed his
24 duties with the utmost diligence and competence.

25 117. California has substantial and fundamental public policies, well established at
26 all times during Plaintiff's employment and at the time of his discharge, prohibiting
27 discrimination and retaliation against employees on the basis of physical disability and on the
28 basis of an employee's request for or use of medical leave and reasonable accommodation, as

embodied in the California Fair Employment and Housing Act, including California Government Code sections 12920, 12921, 12926, and 12940; prohibiting retaliation against employees who disclose information about conduct they reasonably believe to be unlawful, as embodied in Labor Code section 1102.5; prohibiting retaliation against employees who complain of unsafe working conditions, as embodied in Labor Code sections 6310, 6311, and 6400; and requiring the prompt and full payment of employees' earned wages, as embodied in Labor Code sections 201, 203, 226, 226.7, 512, 1194, 1197, and 2802.

118. Plaintiff is informed and believes, and thereon alleges, that Defendants' decision to terminate his employment was substantially motivated by his physical disability, his request for and use of medical leave and reasonable accommodation, and his protected disclosures and complaints regarding the unlawful and unsafe consumption of alcohol on Defendants' job sites, and that any reasons offered by Defendants for his termination are false and pretextual.

119. Plaintiff's employment was wrongfully terminated on or about December 8, 2025, in violation of the fundamental public policies of the State of California. (*Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167.) Said conduct violated statutory and constitutional provisions that inure to the benefit of the public at large, and not just the private interests of the employers and employees whom they govern or protect.

120. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer said damages in an amount according to proof at trial.

121. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which employees are not terminated because of a disability or for disclosing violations of law, so as to justify the imposition of

1 punitive damages to punish and deter Defendants and to make an example of them, in an
2 amount according to proof at trial.

3 **NINTH CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(California Labor Code sections 1194, 1194.2, 1197, and 1197.1)**

6 **(Against All Defendants)**

7 122. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 112, inclusive, of this Complaint as though fully set forth herein.

9 123. Pursuant to California Labor Code section 1197, the minimum wage fixed by
10 the Industrial Welfare Commission is the minimum wage to be paid to employees, and the
11 payment of a lesser wage than the minimum so fixed is unlawful.

12 124. Pursuant to California Labor Code section 1194, any employee receiving less
13 than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the
14 full amount of that minimum wage, together with interest thereon, reasonable attorney's fees,
15 and costs of suit.

16 125. As alleged above, Defendants failed to pay Plaintiff for all hours worked,
17 including hours worked "off the clock" during interrupted meal periods, compensable travel
18 time, and time for which reporting time pay was owed. Under California law, compensation
19 may not be averaged across hours worked; each and every hour worked must be separately
20 compensated at no less than the applicable minimum wage.

21 126. Plaintiff worked at least one pay period in which he was not paid the minimum
22 wage for all hours worked within the three (3) years prior to the initiation of this lawsuit.
23 Defendants know or should know the actual hours worked and the amount of unpaid wages
24 due.

25 127. Plaintiff is entitled to recover the unpaid balance of the minimum wage
26 compensation owed, together with liquidated damages in an amount equal to the wages
27 unlawfully unpaid plus interest thereon pursuant to California Labor Code section 1194.2,
28 prejudgment interest, and reasonable attorney's fees and costs pursuant to Labor Code section

1 1194(a).

2
3 128. Defendant KEITH E. NAPP is personally liable for these violations pursuant to
4 California Labor Code section 558.1 as an owner and/or managing agent who violated, or
5 caused to be violated, the provisions alleged herein.

6 129. Under this cause of action, Plaintiff prays for all unpaid wages, liquidated
7 damages, and penalties due under the statutes alleged along with any allowable interest,
8 attorney's fees, and costs according to proof at trial.

9 **TENTH CAUSE OF ACTION**

10 **FAILURE TO GIVE MEAL BREAKS**

11 **(California Labor Code sections 226.7 and 512 and IWC Wage Order No. 16-2001)**

12 **(Against All Defendants)**

13 130. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 120, inclusive, of this Complaint as though fully set forth herein.

15 131. Plaintiff brings this cause of action under the following laws, for the following
16 reasons:

- 17 a. California Labor Code section 512(a), which requires that employees be
18 given a thirty (30) minute uninterrupted meal break after five (5) hours of
19 work, and a second uninterrupted meal break after ten (10) hours of work;
20 b. California Labor Code section 226.7, which provides that no employer
21 shall require any employee to work during any meal period mandated by an
22 applicable order of the Industrial Welfare Commission, and that if an
23 employer fails to provide an employee a meal period in accordance with an
24 applicable order of the Industrial Welfare Commission, the employer shall
25 pay the employee one (1) additional hour of pay at the employee's regular
26 rate of compensation for each workday that the meal period is not
27 provided;
28 c. California Industrial Welfare Commission Order No. 16-2001, section 10,

as codified under Title 8 of the California Code of Regulations, section 11160, which requires the provision of meal periods and provides that if an employer fails to provide a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

d. California Industrial Welfare Commission Order No. 16-2001, section 6, as codified under Title 8 of the California Code of Regulations, section 11160, which requires an employer to maintain records documenting its employees' meal periods; and

e. California Labor Code sections 1171 and 1173, which have given the Industrial Welfare Commission jurisdiction to enact Wage Orders, such as Wage Order No. 16-2001, as enforceable law.

132. Plaintiff alleges that he was not provided timely, uninterrupted, duty-free thirty (30) minute meal breaks after five (5) hours of work, as required by California law. Plaintiff's meal periods were interrupted by work obligations, taken after the fifth hour of work, or not provided at all, and Defendants did not pay Plaintiff the additional hour of pay required for each such workday.

133. Defendant KEITH E. NAPP is personally liable for these violations pursuant to California Labor Code section 558.1.

134. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from three (3) years immediately preceding the filing of this lawsuit. Plaintiff also prays for recovery of costs and attorney's fees under California Labor Code section 218.5, as well as interest under Labor Code section 218.6.

ELEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(California Labor Code section 226.7 and IWC Wage Order No. 16-2001)

(Against All Defendants)

135. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 130, inclusive, of this Complaint as though fully set forth herein.

136. Plaintiff brings this cause of action under the following laws, for the following reasons:

137. California Industrial Welfare Commission Order No. 16-2001, section 11, as codified under Title 8 of the California Code of Regulations, section 11160, which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, and that the authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

138. California Industrial Welfare Commission Order No. 16-2001, section 11, as codified under Title 8 of the California Code of Regulations, section 11160, which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided; and

139. California Labor Code section 226.7, which provides that no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and that if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

140. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by

1 California law. Rest breaks were not authorized, permitted, or enforced, and were not part of
2 Defendants' policies, practices, or work culture, and Defendants did not pay Plaintiff the
3 additional hour of pay required for each such workday.

4 141. Defendant KEITH E. NAPP is personally liable for these violations pursuant to
5 California Labor Code section 558.1.

6 142. Under this cause of action, Plaintiff prays for wages due to him under the
7 statutes, regulations, and wage orders alleged in this cause of action along with any allowable
8 interest, penalties, attorney's fees, and costs according to proof at trial. Specifically, Plaintiff
9 prays for the foregoing moneys calculated from three (3) years immediately preceding the
10 filing of this lawsuit. Plaintiff also prays for recovery of costs and attorney's fees under
11 California Labor Code section 218.5, as well as interest under Labor Code section 218.6.

12 **TWELFTH CAUSE OF ACTION**

13 **FAILURE TO INDEMNIFY BUSINESS EXPENSES**

14 **(California Labor Code sections 2800 and 2802)**

15 **(Against All Defendants)**

16 143. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 138, inclusive, of this Complaint as though fully set forth herein.

18 144. Pursuant to California Labor Code section 2802, an employer must indemnify
19 its employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his duties. California Labor Code section 2800 imposes a
21 parallel obligation.

22 145. As alleged above, Plaintiff was required to and did incur necessary business
23 expenses in direct consequence of the discharge of his duties, including the purchase and
24 maintenance of the hand tools required to perform his work as a journeyman/laborer, and the
25 use of his personal cellular telephone to communicate with Defendants' management and
26 schedulers and to clock in and out on the timekeeping application Defendants required him to
27 download and use.
28

146. Defendants failed and refused to indemnify Plaintiff for those necessary expenditures. Plaintiff is informed and believes, and thereon alleges, that the only credit of any kind Defendants ever applied that could conceivably be characterized as a reimbursement was a single "Miscellaneous Addition" of \$30.00, which was facially inadequate.

147. Plaintiff is entitled to recover the full amount of those necessary expenditures, together with interest thereon from the date each expenditure was incurred, and reasonable attorney's fees and costs, pursuant to California Labor Code section 2802, subdivisions (b) and (c).

148. Defendant KEITH E. NAPP is personally liable for these violations pursuant to California Labor Code section 558.1.

149. Under this cause of action, Plaintiff prays for reimbursement, interest, penalties, attorney's fees, and costs due under the statutes alleged according to proof at trial.

THIRTEENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code section 226)

(Against All Defendants)

150. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 145, inclusive, of this Complaint as though fully set forth herein.

151. Pursuant to California Labor Code section 226, every employer must furnish each employee an accurate itemized statement of wages and deductions at the time of payment of wages, setting forth, among other things, gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during the pay period.

152. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs that accurately reflected all information required by California Labor Code section 226(a), including but not limited to gross wages earned, all hours worked, premium pay owed for missed, late, and interrupted meal and rest periods, amounts owed as reimbursement for necessary business expenses, and the amount of paid sick leave available to Plaintiff. In

1 particular, on each and every wage statement Defendants issued to Plaintiff, the year-to-date
2 “Accrued” paid sick leave figure was reported as a static 1.33 hours while the year-to-date
3 “Used” figure was simultaneously reported as a static 19.00 hours, a mathematically
4 impossible combination. Defendants generated these wage statements using a commercial
5 payroll system, controlled their content, and issued the same defective form of statement to
6 Plaintiff in every pay period.

7 153. Plaintiff suffered injury as a result of Defendants’ knowing and intentional
8 failure to comply, in that Plaintiff could not promptly and easily determine from the wage
9 statements alone the gross wages he earned, the total hours he was credited with working, or
10 the amount of paid sick leave actually available to him, and was required to expend time and
11 effort attempting to reconstruct that information.

12 154. Pursuant to California Labor Code section 226(e), Plaintiff is entitled to
13 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
14 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
15 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
16 plus costs and reasonable attorney’s fees. Plaintiff is further entitled to injunctive relief
17 pursuant to California Labor Code section 226(h).

18
19 155. Defendant KEITH E. NAPP is personally liable for these violations pursuant to
20 California Labor Code section 558.1.

21 156. Under this cause of action, Plaintiff prays for penalties due under the statutes
22 alleged along with any allowable interest, penalties, attorney’s fees, and costs according to
23 proof at trial.

24 **FOURTEENTH CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

26 **(California Labor Code sections 201, 202, and 203)**

27 **(Against All Defendants)**

28 157. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 152, inclusive, of this Complaint as though fully set forth herein.

2 158. Pursuant to California Labor Code section 201(a), an employer who discharges
3 an employee must immediately pay all compensation due and owing.

4 159. Pursuant to California Labor Code section 202, when an employee resigns, the
5 employer must pay all compensation due and owing within seventy-two (72) hours of
6 resignation, or on the employee's last day of work if the employee gives more than seventy-
7 two (72) hours' notice of resignation.

8 160. Pursuant to California Labor Code section 203, if an employer willfully fails to
9 pay, without abatement or reduction, any wages of an employee whose employment ends, the
10 wages of the employee shall continue as a penalty from the due date at the same rate until paid
11 or until an action is commenced; however, the wages shall not continue for more than thirty
12 (30) days.

13 161. Defendants discharged Plaintiff on or about December 8, 2025 and willfully
14 failed and refused, and continue to fail and refuse, to pay Plaintiff all wages earned and unpaid
15 at the time of his discharge, including compensation for his final day of work, unpaid
16 minimum wages, and premium pay owed for non-compliant meal and rest periods.

17 162. Defendants' failure was willful. Plaintiff expressly notified Defendants in
18 writing on or about December 9, 2025, and again on or about December 11, 2025, that his
19 final wages had not been paid and that California law required immediate payment upon
20 discharge. Defendants nonetheless failed and refused to pay.

21 163. Defendant KEITH E. NAPP is personally liable for these violations pursuant to
22 California Labor Code section 558.1.

23 164. Under this cause of action, Plaintiff prays for all unpaid wages and waiting
24 time penalties due under the statutes alleged along with any allowable interest, penalties,
25 attorney's fees, and costs according to proof at trial. Plaintiff also prays for attorney's fees and
26 costs under California Labor Code section 218.5 for time spent pursuing the non-payment of
27 wages as set forth herein, and for interest under Labor Code section 218.6.

FIFTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code section 17200, et seq.)

(Against All Defendants)

165. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 160, inclusive, of this Complaint as though fully set forth herein.

166. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitute unfair and unlawful business practices under California Business and Professions Code section 17200, et seq.

167. Defendants' violations of California labor laws and the Labor Code, including their failure to pay minimum wages for all hours worked, their failure to provide compliant meal and rest periods, their failure to indemnify necessary business expenses, their failure to furnish accurate itemized wage statements, their failure to pay all wages due upon separation, and their retaliation against Plaintiff for disclosing violations of law and complaining of unsafe working conditions, constitute a business practice because they were done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and others.

168. California Business and Professions Code section 17200, et seq. prohibits unfair business practices by employers including, but not limited to, widespread violations of California laws as well as retaliating against employees for disclosing violations of law.

169. By engaging in the conduct alleged herein, Defendants obtained an unfair competitive advantage over law-abiding employers and competitors, and unlawfully retained money that rightfully belongs to Plaintiff.

170. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Code of Civil Procedure section 1021.5.

171. For the four years preceding the filing of this action, Plaintiff seeks restitution, pursuant to California Business and Professions Code section 17203, of all wages and other

monies earned by Plaintiff but not paid as a result of Defendants' unlawful business practices, together with injunctive relief restraining Defendants from continuing those practices, in an amount according to proof at trial but in excess of the minimum jurisdictional limits of this Court.

SIXTEENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT ("PAGA")

(Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 226, 226.3, 226.7, 233, 246, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1771, 1774, 2800, 2802, 6310, 6311, and IWC Wage Order No. 16-2001)

(Against All Defendants)

172. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 167, inclusive, of this Complaint as though fully set forth herein.

173. Pursuant to law, on February 10, 2026, Plaintiff provided the required written notice to the Labor and Workforce Development Agency ("LWDA") and to Defendants of the specific violations of the Labor Code that Defendants and DOE defendants have violated and continue to violate.

174. Pursuant to California Labor Code section 2699.3, no response was received from the LWDA within sixty-five (65) days of the postmark date of the above-alleged letter.

175. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties for himself and in a representative action for Defendants' violations of the Labor Code.

176. Pursuant to California Labor Code section 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures

1 specified in Labor Code section 2699.3.

2 177. Plaintiff is an “aggrieved employee” within the meaning of California Labor
3 Code section 2699(c)(1) because Plaintiff was employed by the alleged violator and
4 personally suffered each of the violations alleged herein during the relevant period, and
5 Plaintiff is therefore properly suited to represent the interests of himself and other current and
6 former hourly, non-exempt employees who worked for Defendants at any of their locations in
7 the State of California during the relevant PAGA period.

8 178. Based on the acts alleged above, Plaintiff, on behalf of himself and others,
9 seeks civil penalties under California Labor Code sections 2698 and 2699 because of
10 Defendants’ violations of numerous provisions of the Labor Code as alleged in this
11 Complaint.

12 179. California Labor Code section 558 establishes a civil penalty as follows: any
13 employer or other person acting on behalf of an employer who violates, or causes to be
14 violated, a section of that chapter or any provision regulating hours and days of work in any
15 order of the Industrial Welfare Commission shall be subject to a civil penalty of (1) for any
16 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which
17 the employee was underpaid, and (2) for each subsequent violation, one hundred dollars
18 (\$100) for each underpaid employee for each pay period for which the employee was
19 underpaid.

20 180. Defendant KEITH E. NAPP is liable pursuant to California Labor Code section
21 558.1 as an owner, director, officer, and/or managing agent of Defendant AMP who was
22 personally involved in, and had sufficient participation in the activities of Defendant AMP so
23 as to have contributed to, the violations alleged herein of the provisions regulating minimum
24 wages and hours and days of work in the applicable Industrial Welfare Commission Wage
25 Order and of California Labor Code sections 203, 226, 226.7, 1194, and 2802.

26 181. In this cause of action Plaintiff seeks only those civil penalties that are required
27 to be distributed in accordance with California Labor Code section 2699(m), and does not in
28 this cause of action seek underpaid wages on behalf of other aggrieved employees. Pursuant to

1 Labor Code section 2699(m), sixty-five percent (65%) of any civil penalties recovered shall
2 be distributed to the LWDA and thirty-five percent (35%) shall be distributed to the aggrieved
3 employees.

4 182. Specifically, Plaintiff seeks civil penalties under California Labor Code section
5 2699 for violations of Labor Code sections 201, 202, 203, 204 and/or 204b, 226, 226.3, 226.7,
6 233, 246, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1771, 1774, 2800, 2802,
7 6310, and 6311, along with IWC Wage Order No. 16-2001, and any other Labor Code
8 provisions violated based on the facts alleged in this Complaint.

9 183. Pursuant to California Labor Code sections 2698, et seq., Plaintiff seeks to
10 recover attorney's fees, costs, and civil penalties on behalf of himself and other current and
11 former aggrieved employees as alleged herein in an amount to be shown according to proof at
12 trial and within the jurisdictional limits of this Court.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
15 follows:

16 1. For general and compensatory damages, including lost past and future wages,
17 lost benefits, and loss of earning capacity, according to proof;

18 2. For special and consequential damages, according to proof;

19 3. For damages for emotional distress and mental anguish, according to proof;

20 4. For an award of punitive damages against Defendants, according to proof;

21 5. For civil penalties of up to ten thousand dollars (\$10,000) per violation under
22 Labor Code section 1102.5(f);

23 6. For reinstatement and reimbursement for lost wages and work benefits
24 pursuant to Labor Code section 6310(b);

25 7. For all unpaid minimum wages, together with liquidated damages pursuant to
26 Labor Code section 1194.2, according to proof;

27 8. For one hour of wages due to Plaintiff for each workday on which Plaintiff did
28 not receive a timely, uninterrupted thirty (30) minute meal period, pursuant to Labor Code

1 section 226.7;

2 9. For one hour of wages due to Plaintiff for each workday on which Plaintiff was
3 not authorized and permitted to take a net ten (10) minute rest period, pursuant to Labor Code
4 section 226.7;

5 10. For reimbursement of all necessary business expenditures, together with
6 interest thereon from the date incurred, pursuant to Labor Code sections 2800 and 2802;

7 11. For damages and penalties against Defendants under Labor Code section 226,
8 including injunctive relief pursuant to Labor Code section 226(h), in an amount subject to
9 proof at trial;

10 12. For waiting time penalties pursuant to Labor Code section 203;

11 13. For restitution pursuant to Business and Professions Code section 17203,
12 according to proof, and for an order enjoining Defendants from further unfair and unlawful
13 business practices in violation of Business and Professions Code section 17200, et seq.;

14 14. For the imposition of civil penalties, including maximum civil penalties
15 available under Labor Code section 2699 against Defendants in the manner and amount
16 authorized by that statute, to be distributed in accordance with Labor Code section 2699(m);

17 15. For prejudgment and post-judgment interest as allowed by law, including under
18 Labor Code section 218.6;

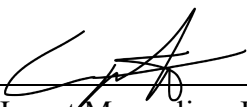
19 16. For reasonable attorneys' fees and costs, including pursuant to Government
20 Code section 12965, Labor Code sections 218.5, 226(e), 226(h), 1102.5(j), 1194, 2699, and
21 2802, and Code of Civil Procedure section 1021.5;

22 17. For all costs and disbursements incurred in this suit; and

23 18. For such other and further relief as the Court deems just and proper.

24 DATED: August 14, 2026

MESSRELIAN LAW INC.

25
26 By 

Harout Messrelian, Esq.

Yervand Boyajyan, Esq.

Attorneys for Plaintiff

Issac Rodriguez

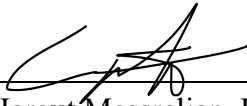
DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: August 14, 2026

MESSRELIAN LAW INC.

By

A handwritten signature in black ink, appearing to be 'Harout Messrelian', is written over a horizontal line.

Harout Messrelian, Esq.

Yervand Boyajyan, Esq.

Attorneys for Plaintiff

Issac Rodriguez