

LAUREL EMPLOYMENT LAW

Joshua I. White (State Bar No. 278166)

josh@laureemploymentlaw.com

Arash S. Khosrowshahi (State Bar No. 293246)

arash@laureemploymentlaw.com

808 Wilshire Boulevard, Suite 200

Santa Monica, CA 90401

Telephone: (323) 551-9221

Facsimile: (310) 564-4093

Attorneys for Plaintiff,

Paul J. Alcala

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

PAUL J. ALCALA, an Individual,

Plaintiff,

vs.

LALTITUDE LLC, a California Limited Liability Company; VOLCUS LLC, a California Limited Liability Company; JOSEPH PEREZ, an Individual; DEANNA BARRY, an Individual; and DOES 1 through 10, Inclusive,

Defendants.

Case No.: CVRI2602013

FIRST AMENDED COMPLAINT FOR:

1. Disability Discrimination (Gov't Code § 12940(a))
2. Failure to Provide Reasonable Accommodation (Gov't Code § 12940(m))
3. Failure to Engage in the Interactive Process (Gov't Code § 12940(n))
4. Retaliation for Protected Activity (Gov't Code § 12940(h))
5. Harassment and Hostile Work Environment (Gov't Code § 12940(j))
6. Failure to Prevent Discrimination, Harassment, and Retaliation (Gov't Code § 12940(k))
7. Whistleblower Retaliation (Lab. Code § 1102.5)
8. Whistleblower Retaliation (Lab. Code § 6310)
9. Wrongful Termination in Violation of Public Policy
10. Negligent Hiring, Supervision, and Retention
11. Failure to Provide Meal Periods (Lab. Code § 512)
12. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194)
13. Failure to Timely Pay Wages When Due (Lab. Code § 204)
14. Failure to Timely Pay Final Wages at Separation (Lab. Code §§ 201–203)

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- 15. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226)
- 16. Failure to Maintain Required Payroll and Employment Records (Lab. Code § 1174, 1174.5)
- 17. Failure to Provide Employment Records Upon Request (Lab. Code §§ 226, 1198.5)
- 18. Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*)
- 19. Private Attorney General Act (Labor Code §§ 2698 *et seq.*)

Demand for Jury Trial
[UNLIMITED JURISDICTION]



COMES NOW Plaintiff PAUL J. ALCALA ("Plaintiff") and hereby brings this Complaint against Defendants LALTITUDE LLC, VOLCUS LLC, JOSEPH PEREZ, DEANNA BARRY, and DOES 1 through 10 ("Defendants"), inclusive, and alleges as follows:

THE PARTIES

1. Plaintiff PAUL J. ALCALA is, and at all relevant times herein has been, an individual residing in Riverside County, California.

2. Plaintiff is informed and believes, and based thereupon alleges that at all times relevant herein, Defendant LALTITUDE LLC was a California Limited Liability Company, also known as "Picasso Tiles," doing business in Riverside County, California.

3. Plaintiff is informed and believes, and based thereupon alleges that at all times relevant herein, Defendant VOLCUS LLC was a California Limited Liability Company, doing business in Riverside County, California.

4. Plaintiff is informed and believes, and based thereupon alleges that at all times relevant herein, Defendant JOSEPH PEREZ was an individual residing in and/or working in the State of California, and was employed by Defendants LALTITUDE LLC and/or VOLCUS LLC as an Operations Manager. At all relevant times, Defendant JOSEPH PEREZ acted as an agent and/or employee of LALTITUDE LLC and/or VOLCUS LLC and had supervisory authority over Plaintiff, including the authority to make and participate in employment decisions affecting Plaintiff.

5. Plaintiff is informed and believes, and based thereupon alleges that at all times relevant herein, Defendant DEANNA BARRY was an individual residing in and/or working in the State of California, and was employed by Defendants LALTITUDE LLC and/or VOLCUS LLC as a Human Resources Manager. At all relevant times, Defendant DEANNA BARRY acted as an agent and/or employee of LALTITUDE LLC and/or VOLCUS LLC and had supervisory and human resources authority over Plaintiff, including the authority to make and participate in employment decisions affecting Plaintiff.

6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co-conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants,

and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

7. The true names and capacities, whether a corporation, agent, individual, or otherwise, of DOES 1 through 10, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein and thereby proximately caused injuries and damages to Plaintiff as alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to show their true names and capacities when the same have been ascertained.

8. At all times mentioned here, DOES 1 through 10 were the agents, representatives, employees, successors, and/or assigns of Defendants and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, and/or assigns.

9. Plaintiff is informed and believes that at all relevant times herein mentioned, Defendants and/or DOES 1 through 10 are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendant's business in California, Defendants are subject to the Fair Employment and Housing Act ("FEHA"), the Labor Code, and the Government Code.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction to hear this case because Plaintiff is informed and believes that the monetary damages sought in this Complaint for Defendants' conduct exceed the minimal jurisdictional limits of the Superior Court of the State of California.

11. Pursuant to Code of Civil Procedure section 395(a), venue is proper in the above-entitled Court because the majority of all facts giving rise to the causes of action stated herein arose in Riverside County, California. Plaintiff worked in Riverside County, California, and Plaintiff is informed and believes that records relevant to this action are maintained in Riverside County, California.

12. Plaintiff is informed and believes that Defendants, and each of them, committed other wrongful acts or omissions of which Plaintiff is presently unaware. Plaintiff shall conduct discovery to

1 identify said wrongful acts and will seek leave of the Court to amend this Complaint to add said acts
2 upon discovery.

3 **FACTS COMMON TO ALL CAUSES OF ACTION**

4 13. On September 21, 2023, Defendants hired Plaintiff as a Warehouse Associate at their
5 Corona facility located at 550 Monica Circle, Suite 101, Corona 92878. Plaintiff was classified as a non-
6 exempt, hourly employee earning \$20.33 per hour and performed duties including stacking boxes,
7 organizing inventory, fulfilling orders, and quality control functions. Defendants operated a warehouse
8 and distribution business specializing in tile distribution, warehouse fulfillment, inventory management,
9 and order processing, employing approximately 1,000 employees.

10 14. Throughout his employment, Plaintiff maintained good attendance and production levels
11 with no disciplinary history or performance issues. Defendants regularly scheduled Plaintiff to work
12 shifts exceeding eight hours per day and forty hours per week, with extended shifts during peak season
13 operations.

14 15. From the commencement of his employment in September 2023 through his termination
15 in December 2025, Defendants required Plaintiff to sign meal period waiver forms every two weeks as a
16 mandatory condition of receiving pay, with these waivers attached to the back of timesheets. Employees
17 were not provided copies of these meal period waivers. Despite these purported waivers being void and
18 unenforceable, Defendants' timekeeping system automatically clocked employees out for meal periods
19 while requiring them to continue working during those clocked-out periods.

20 16. Plaintiff routinely worked during clocked-out meal periods on a daily basis throughout his
21 employment, as did other warehouse employees subjected to this company-wide practice regulated by
22 Labor Code section 512. During the November through December 2025 peak season, Defendants
23 scheduled Plaintiff to work shifts up to twelve hours per day on a Monday through Saturday schedule
24 without providing the required second meal period for shifts exceeding ten hours as mandated by Labor
25 Code section 512.

26 17. On June 27, 2025, Plaintiff sustained a work-related injury involving a tendon strain to
27 his right hand while stacking boxes to heights of approximately 98 inches without adequate support
28 equipment. Plaintiff reported the injury to management that day and was sent home to seek medical

1 treatment. Defendants placed Plaintiff on workers' compensation and short-term disability leave from
2 June 27, 2025, through August 6, 2025.

3 18. During his workers' compensation leave, Plaintiff retained a workers' compensation
4 attorney due to concerns about Defendants' handling of his claim, and a workers' compensation lawsuit
5 was filed on his behalf in or around July or August 2025. This workers' compensation case remains active
6 and ongoing.

7 19. On August 6, 2025, the company doctor cleared Plaintiff to return to work without
8 restrictions, and Plaintiff presented his medical clearance papers to Defendants' management that same
9 day. During a meeting with Defendant JOSEPH PEREZ, Operations Manager, and Defendant DEANNA
10 BARRY, Human Resources Manager, Defendant Barry questioned why Plaintiff had filed a workers'
11 compensation case, and Defendant Perez informed Plaintiff that he could not return to work immediately
12 because Defendants needed to consult with legal counsel about the workers' compensation case,
13 constituting prohibited retaliation.

14 20. Despite being medically cleared on August 6, 2025, Defendants delayed Plaintiff's return
15 to work for ten days, finally allowing him to resume employment on August 16, 2025. During this
16 unlawful delay period, Defendants required Plaintiff to use sixteen hours of paid sick leave and forty
17 hours of accrued vacation time, then refused to retract the forced usage of paid time off benefits.

18 21. After returning to work on August 16, 2025, Plaintiff worked through the November
19 through December 2025 peak season with no reported disciplinary issues or performance problems.
20 During this period, management excluded Plaintiff from scheduling communications on multiple
21 occasions, causing him to arrive late to work. Plaintiff complained to Defendant DEANNA BARRY,
22 Human Resources Manager, about these scheduling exclusions, but no corrective action was taken.

23 22. On December 26, 2025, Defendant JOSEPH PEREZ, Operations Manager, and
24 Defendant DEANNA BARRY, Human Resources Manager, terminated Plaintiff's employment, stating
25 only that Defendants had decided to part ways with him and refusing to provide any specific reason for
26 the termination despite Plaintiff's requests for explanation. This termination occurred the day after
27 Christmas and immediately following the end of peak season, constituting wrongful termination in
28 violation of fundamental public policy protecting employees from retaliation. Plaintiff had no prior

warnings, write-ups, or disciplinary history.

23. Defendants provided Plaintiff with termination paperwork showing only the termination date with no reason listed, instructed him to file for unemployment benefits, and offered no severance. Plaintiff's unemployment claim was subsequently approved. Defendants timely paid Plaintiff's regular wages and accrued vacation and sick time balances on December 26, 2025. However, Defendants failed to include in Plaintiff's final payment all accrued meal period premiums owed under Labor Code section 226.7, unpaid wages for time worked during clocked-out meal periods, and unpaid overtime wages — all of which constitute "wages" under California law — resulting in incomplete final wage payment at the time of termination.

24. As a direct result of Defendants' systematic meal period violations regulated by Labor Code section 226.7, Plaintiff was owed one hour of premium pay at his regular rate for each workday that a compliant meal period was not provided. Defendants' automatic clock-out system caused wage statements to understate actual hours worked because employees worked during clocked-out meal periods, resulting in inaccurate itemized wage statements in violation of Labor Code section 226. This practice also resulted in unpaid straight time and overtime wages when unrecorded hours pushed employees over statutory thresholds regulated by Labor Code sections 510 and 1194.

25. Throughout Plaintiff's employment, Defendants operated under multiple business names, initially as Volcus LLC and later as Laltitude LLC, while conducting identical warehouse operations at the same Corona facility with the same workforce, demonstrating unity of interest and potential alter ego liability. Defendants JOSEPH PEREZ and DEANNA BARRY had knowledge of, control over, and authority to prevent the violations alleged herein, subjecting them to personal liability under Labor Code section 558.1.

26. Plaintiff filed timely charges with the Civil Rights Department and received notices of the right to sue in a California Superior Court pursuant to Government Code section 12965(b), permitting him to bring this legal action. Plaintiff has therefore exhausted his administrative remedies under the Government Code. Attached hereto and incorporated herein as **Exhibit 1** is Plaintiff's Right to Sue Letter.

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1 **FIRST CAUSE OF ACTION**

2 **Disability Discrimination**

3 **(Gov't Code § 12940(a))**

4 **(Against All Defendants and DOES 1-10)**

5 27. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
6 though fully set forth herein.

7 28. At all times herein mentioned, Government Code section 12940(a) was in full force and
8 effect and was binding on Defendants. This statute prohibits employers from discriminating against
9 employees based on their physical disability.

10 29. Throughout the relevant time period, Plaintiff sustained a work-related injury on June 27,
11 2025, involving a tendon strain to his right hand while performing his warehouse duties. Defendants were
12 aware of Plaintiff's physical injury and placed him on workers' compensation and short-term disability
13 leave. After Plaintiff was medically cleared to return to work without restrictions on August 6, 2025,
14 Defendants delayed his return for ten days despite medical clearance, citing consultation with legal
15 counsel about his workers' compensation case. Defendant JOSEPH PEREZ and Defendant DEANNA
16 BARRY questioned Plaintiff about filing the workers' compensation claim and prevented his immediate
17 return to work.

18 30. On December 26, 2025, the same decision-makers Defendant JOSEPH PEREZ and
19 Defendant DEANNA BARRY, terminated Plaintiff without cause or explanation, demonstrating
20 discriminatory treatment based on his physical disability and workers' compensation injury.

21 31. By virtue of his physical disability, Plaintiff is a member of a protected class under FEHA.

22 32. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
23 and continues to suffer substantial damages, in an amount to be proven at trial.

24 33. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's
25 rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Reasonable Accommodation**

3 **(Gov't Code § 12940(m))**

4 **(Against All Defendants and DOES 1-10)**

5 34. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
6 though fully set forth herein.

7 35. At all times herein mentioned, Government Code section 12940(m) was in full force and
8 effect and was binding on Defendants. This statute requires employers to provide reasonable
9 accommodations for employees with known physical or mental disabilities.

10 36. Throughout the relevant time period, Plaintiff sustained a work-related tendon strain to
11 his right hand on June 27, 2025, while stacking boxes to heights of approximately 98 inches without
12 adequate support equipment. Defendants were aware of Plaintiff's physical injury and disability through
13 the workers' compensation process. Despite Plaintiff being medically cleared to return to work without
14 restrictions, Defendants failed to provide any reasonable accommodations or engage in discussions about
15 potential workplace modifications to prevent reinjury. Defendants' failure to provide adequate support
16 equipment that contributed to the initial injury demonstrates their ongoing failure to reasonably
17 accommodate Plaintiff's known physical limitations and prevent further harm.

18 37. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
19 and continues to suffer substantial damages, in an amount to be proven at trial.

20 38. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's
21 rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Engage in the Interactive Process**

24 **(Gov't Code § 12940(n))**

25 **(Against All Defendants and DOES 1-10)**

26 39. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
27 though fully set forth herein.

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40. At all times herein mentioned, Government Code section 12940(n) was in full force and effect and was binding on Defendants. This statute requires employers to engage in a timely, good-faith interactive process with employees to determine appropriate and reasonable accommodations.

41. Throughout the relevant time period, after Plaintiff sustained his work-related hand injury on June 27, 2025, Defendants failed to engage in any meaningful interactive process to determine reasonable accommodations. When Plaintiff was medically cleared to return to work on August 6, 2025, instead of discussing potential accommodations or workplace modifications, Defendant JOSEPH PEREZ, Operations Manager, and Defendant DEANNA BARRY, Human Resources Manager, focused solely on questioning why Plaintiff had filed a workers' compensation claim and preventing his return to work. Defendants made no effort to assess Plaintiff's limitations, explore accommodation options, or engage in good-faith discussions about how to safely reintegrate him into the workplace. Their delay in allowing his return was based on legal consultation rather than any accommodation analysis.

42. Defendants' failure to engage in any interactive process was willful and deliberate, as evidenced by their complete disregard of Plaintiff's accommodation requests.

43. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer substantial damages, in an amount to be proven at trial.

44. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

FOURTH CAUSE OF ACTION

Retaliation for Protected Activity

(Gov't Code § 12940(h))

(Against All Defendants and DOES 1-10)

45. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

46. At all times herein mentioned, Government Code section 12940(h) was in full force and effect and was binding on Defendants. This statute prohibits employers from retaliating against employees for engaging in protected activities.

47. Throughout the relevant time period, Plaintiff engaged in protected activity by filing a

workers' compensation claim for his work-related injury sustained on June 27, 2025, and retaining a workers' compensation attorney due to concerns about Defendants' handling of his claim. When Plaintiff returned with medical clearance on August 6, 2025, Defendant DEANNA BARRY, Human Resources Manager, questioned why he had filed a workers' compensation case, and Defendant JOSEPH PEREZ, Operations Manager, informed him he could not return to work because Defendants needed to consult with legal counsel about the case. This ten-day delay in his return was directly linked to his protected activity. On December 26, 2025, the same decision-makers, Defendant JOSEPH PEREZ and Defendant DEANNA BARRY, who had questioned his workers' compensation claim terminated Plaintiff without explanation or cause, demonstrating clear retaliation for his protected activities.

48. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer substantial damages, in an amount to be proven at trial.

49. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

FIFTH CAUSE OF ACTION

Harassment and Hostile Work Environment

(Gov't Code § 12940(j))

(Against All Defendants and DOES 1-10)

50. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

51. At all times herein mentioned, Government Code section 12940(j) was in full force and effect and was binding on Defendants. This statute prohibits harassment and the creation of a hostile work environment on the basis of protected characteristics.

52. Throughout the relevant time period, after Plaintiff sustained his work-related injury and filed a workers' compensation claim, Defendants created a hostile work environment based on his physical disability. Defendant DEANNA BARRY, Human Resources Manager, questioned why Plaintiff had filed his workers' compensation case in a confrontational manner, and management excluded him from scheduling communications on multiple occasions after his return, causing him to arrive late to work. When Plaintiff complained to Defendant DEANNA BARRY about these scheduling exclusions,

no corrective action was taken. This pattern of harassment and hostile treatment was directly related to Plaintiff's physical disability and workers' compensation status, creating an intimidating and offensive work environment that interfered with his ability to perform his job duties.

53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer substantial damages, in an amount to be proven at trial.

54. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

SIXTH CAUSE OF ACTION

Failure to Prevent Discrimination, Harassment, and Retaliation

(Gov't Code § 12940(k))

(Against All Defendants and DOES 1-10)

55. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

56. At all times herein mentioned, Government Code section 12940(k) was in full force and effect and was binding on Defendants. This statute requires employers to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation.

57. Throughout the relevant time period, Defendants failed to take reasonable steps to prevent discrimination, harassment, and retaliation against Plaintiff based on his physical disability and workers' compensation claim. Despite being aware of the hostile treatment Plaintiff received from management, including questioning about his workers' compensation case, scheduling exclusions, and delayed return to work, Defendants took no corrective measures. When Plaintiff complained to Defendant DEANNA BARRY, Human Resources Manager, about scheduling exclusions, no action was taken to remedy the situation or prevent further harassment. Defendants failed to implement or enforce policies that would have prevented the discriminatory and retaliatory conduct that ultimately led to Plaintiff's wrongful termination.

58. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer substantial damages, in an amount to be proven at trial.

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59. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

SEVENTH CAUSE OF ACTION

Whistleblower Retaliation

(Lab. Code § 1102.5)

(Against All Defendants and DOES 1-10)

60. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

61. At all times herein mentioned, Labor Code section 1102.5 was in full force and effect and was binding on Defendants. This statute prohibits employers from retaliating against employees who disclose or refuse to participate in activities that violate state or federal laws, rules, or regulations.

62. Throughout the relevant time period, Plaintiff disclosed violations of workplace safety regulations by reporting his work-related injury sustained while stacking boxes to unsafe heights without adequate support equipment. Plaintiff's workers' compensation claim constituted a disclosure of unsafe working conditions that violated state safety regulations. After Plaintiff filed his workers' compensation case with legal representation, Defendant JOSEPH PEREZ, Operations Manager, and Defendant DEANNA BARRY, Human Resources Manager, questioned his protected disclosure and delayed his return to work for legal consultation.

63. On December 26, 2025, these same decision-makers, Defendant JOSEPH PEREZ and Defendant DEANNA BARRY, terminated Plaintiff without explanation, demonstrating retaliation for his disclosure of safety violations and regulatory non-compliance in the workplace.

64. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer substantial damages, in an amount to be proven at trial.

65. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

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1 **EIGHTH CAUSE OF ACTION**

2 **Whistleblower Retaliation**

3 **(Lab. Code § 6310)**

4 **(Against All Defendants and DOES 1-10)**

5 66. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
6 though fully set forth herein.

7 67. At all times relevant herein, Labor Code section 6310 was in full force and effect and was
8 binding on Defendants. This statute prohibits employers from discharging or otherwise retaliating against
9 an employee for making complaints about workplace safety conditions or health hazards to the employer
10 or other relevant authorities.

11 68. Throughout the relevant time period, Plaintiff made complaints about unsafe workplace
12 safety conditions when he sustained his injury on June 27, 2025, while stacking boxes to heights of
13 approximately 98 inches without adequate support equipment. Plaintiff's injury report and subsequent
14 workers' compensation claim constituted complaints about dangerous workplace conditions that created
15 safety hazards for employees. After Plaintiff complained about these unsafe conditions through his
16 workers' compensation case, Defendants questioned his complaints and delayed his return to work.

17 69. The December 26, 2025 termination by Defendant JOSEPH PEREZ, Operations
18 Manager, and Defendant DEANNA BARRY, Human Resources Manager, was in direct retaliation for
19 Plaintiff's complaints about workplace safety hazards and dangerous working conditions.

20 70. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
21 and continues to suffer substantial damages, in an amount to be proven at trial.
22 Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's rights, thereby
23 entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

24 **NINTH CAUSE OF ACTION**

25 **Wrongful Termination in Violation of Public Policy**

26 **(Against All Defendants and DOES 1-10)**

27 71. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
28 though fully set forth herein.

72. Defendants' termination of Plaintiff's employment constituted a violation of fundamental public policy, as articulated in the Constitution and statutory laws of the State of California, which safeguard the rights of employees.

73. Throughout the relevant time period, Plaintiff was terminated on December 26, 2025, by Defendant JOSEPH PEREZ, Operations Manager, and Defendant DEANNA BARRY, Human Resources Manager, without any stated reason or prior disciplinary history. The termination occurred immediately after the peak season and was carried out by the same decision-makers who had previously questioned Plaintiff about his workers' compensation claim and delayed his return to work for legal consultation. Plaintiff had maintained good attendance and production levels throughout his employment with no performance issues. The timing and circumstances of the termination, combined with the prior retaliatory conduct, demonstrate that Plaintiff was terminated for exercising his rights under workers' compensation laws and disability discrimination protections, violating fundamental public policies that protect employees from retaliation for asserting their legal rights.

74. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer substantial damages, in an amount to be proven at trial.

75. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

TENTH CAUSE OF ACTION

Negligent Hiring, Supervision, and Retention

(Against All Defendants and DOES 1-10)

76. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

77. Defendants had a duty to exercise reasonable care in hiring, supervising, and retaining their employees, including managers and supervisors who had authority over the Plaintiff.

81. Defendants breached this duty by negligently hiring, supervising, and retaining employees, including Defendant JOSEPH PEREZ and Defendant DEANNA BARRY, who engaged in unlawful conduct against Plaintiff. Defendants knew or should have known that their employees were likely to be unfit and engage in unlawful conduct.

79. As a direct and proximate result of the Defendants' negligent hiring, supervision, and retention, the Plaintiff has suffered and continues to suffer substantial damages, the amount of which will be proven at trial.

80. Defendants' actions were willful and deliberate, and in conscious disregard of Plaintiff's rights, thereby entitling Plaintiff to punitive damages pursuant to Civil Code section 3294.

ELEVENTH CAUSE OF ACTION

Failure to Provide Meal Periods

(Lab. Code § 512)

(Against All Defendants and DOES 1-10)

81. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

82. At all times herein mentioned, Labor Code section 512 was in full force and effect and was binding on Defendants. This statute requires employers to provide employees with meal periods of at least thirty minutes if they work more than five hours per day.

83. Throughout the relevant time period, Defendants failed to provide Plaintiff with required meal breaks by maintaining schedules that did not allow time for uninterrupted meal periods and by enforcing policies or practices that pressured Plaintiff to work through designated break times.

84. Defendants knowingly ignored repeated requests for proper meal periods and failed to implement or communicate any procedures ensuring compliance. As a result of these ongoing actions, Plaintiff worked shifts without receiving required meal breaks and suffered financial loss.

85. Defendants' violations of meal period requirements were willful and deliberate, as evidenced by their systematic failure to implement any meal break policies or procedures.

86. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered damages in the form of unpaid premium wages for missed meal periods in an amount to be proven at trial.

87. Pursuant to Labor Code section 226.7, Plaintiff is entitled to recover one additional hour of pay at the regular rate of compensation for each workday that a compliant meal period was not provided.

1 **TWELFTH CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **(Lab. Code §§ 510, 1194)**

4 **(Against All Defendants and DOES 1-10)**

5 88. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
6 though fully set forth herein.

7 89. At all times herein mentioned, Labor Code sections 510 and 1194 were in full force and
8 effect and were binding on Defendants. These statutes require employers to pay overtime compensation
9 for hours worked in excess of eight hours in one workday and forty hours in any workweek.

10 90. Throughout the relevant time period, Defendants knowingly failed to pay required
11 overtime wages. Specifically, Defendants' automatic timekeeping system clocked employees out for meal
12 periods while requiring them to continue working, causing actual hours worked to exceed recorded hours.
13 Additionally, on multiple occasions, Plaintiff and other warehouse employees were required to perform
14 work before clocking in and after clocking out, resulting in additional uncompensated time. As a result
15 of these off-the-clock and meal-period practices, when the actual hours worked by Plaintiff exceeded
16 eight hours in a workday or forty hours in a workweek, Defendants failed to pay the required overtime
17 compensation at one and one-half times Plaintiff's regular rate, and failed to pay double-time
18 compensation for hours in excess of twelve in a single workday, in violation of Labor Code sections 510
19 and 1194.

20 91. Defendants knowingly maintained timekeeping practices that systematically caused
21 overtime wages to go unrecorded and unpaid, causing Plaintiff to suffer financial loss.

22 92. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
23 and continues to suffer substantial damages, in an amount to be proven at trial.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages When Due**

3 **(Lab. Code § 204)**

4 **(Against All Defendants and DOES 1-10)**

5 93. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
6 though fully set forth herein.

7 94. At all times herein mentioned, Labor Code section 204 was in full force and effect and
8 was binding on Defendants. This statute requires employers to pay wages earned in accordance with a
9 regular pay schedule.

10 95. Throughout the relevant time period, Defendants willfully and deliberately failed to pay
11 Plaintiff all wages owed on each designated payday. Specifically, because Defendants' timekeeping
12 system automatically clocked employees out during meal periods while requiring them to continue
13 working, and because Defendants required employees to perform work before clocking in and after
14 clocking out, the wages owed for those unrecorded hours — including meal period premium pay under
15 Labor Code section 226.7, straight-time wages for off-the-clock work, and overtime wages — were not
16 included in Plaintiff's regular paychecks on the applicable pay dates as required by Labor Code section
17 204.

18 96. Defendants knowingly maintained timekeeping and payroll practices that caused meal
19 period premium pay, off-the-clock straight-time wages, and overtime wages to be systematically omitted
20 from each paycheck, directly causing Plaintiff to receive less than all wages earned on each designated
21 payday.

22 97. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
23 and continues to suffer substantial damages, in an amount to be proven at trial.

24 **FOURTEENTH CAUSE OF ACTION**

25 **Failure to Timely Pay Final Wages at Separation**

26 **(Lab. Code §§ 201–203)**

27 **(Against All Defendants and DOES 1-10)**

28 98. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as

though fully set forth herein.

99. At all times herein mentioned, Labor Code sections 201 through 203 were in full force and effect and were binding on Defendants. These statutes require employers to pay all wages due immediately upon separation of employment. Labor Code section 203 provides penalties for employers who violate these sections.

100. Although Defendants paid Plaintiff's regular wages and accrued vacation and sick time balances on December 26, 2025, Defendants failed to include in Plaintiff's final payment all wages owed at the time of his involuntary termination. Specifically, Defendants failed to pay, as part of the final wages due immediately upon discharge, all accrued meal period premiums owed under Labor Code section 226.7, unpaid wages for time worked during clocked-out meal periods, unpaid wages for pre-clock-in and post-clock-out work, and unpaid overtime and double-time wages — all of which constitute "wages" under California law and were required to be paid immediately at the time of termination under Labor Code section 201.

101. Defendants willfully failed to include all earned wages in the final payment, directly causing Plaintiff to experience financial loss and hardship following separation.

102. As a direct and proximate result of Defendants' failure to pay wages due upon separation, Plaintiff is entitled to waiting time penalties pursuant to Labor Code section 203, in the amount of thirty days' wages at Plaintiff's regular rate of pay.

FIFTEENTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Lab. Code § 226)

(Against All Defendants and DOES 1-10)

103. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

104. At all times herein mentioned, Labor Code section 226 was in full force and effect and was binding on Defendants. This statute requires employers to provide accurate, itemized wage statements that contain specified information.

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1 114. At all times herein mentioned, Labor Code sections 226 and 1198.5 were in full force and
2 effect and were binding on Defendants. These statutes require employers to provide employees with
3 copies of employment records upon request.

4 115. Defendants failed to provide Plaintiff with complete and accurate employment records
5 upon request, including accurate time records and wage statements. Plaintiff, through his attorneys,
6 requested these records on March 13, 2026.

7 116. Defendants' failure to provide employment records was willful and deliberate.

8 117. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
9 damages and is entitled to statutory penalties according to proof at trial.

10 **EIGHTEENTH CAUSE OF ACTION**

11 **Unfair Business Practices**

12 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

13 **(Against All Defendants and DOES 1-10)**

14 118. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
15 though fully set forth herein.

16 119. Business and Professions Code sections 17200, *et seq.* prohibit unfair competition,
17 including any unlawful, unfair, or fraudulent business practices.

18 120. Throughout the relevant time period, Defendants willfully engaged in unfair and unlawful
19 practices by imposing policies that resulted in the loss of earned compensation and benefits.

20 121. Defendants intentionally maintained business practices that systematically caused
21 Plaintiff to lose money and property. These ongoing actions resulted in direct financial harm to Plaintiff.

22 122. These actions constitute unfair business practices in violation of Business and Professions
23 Code sections 17200, *et seq.*

24 123. Pursuant to Business and Professions Code section 17203, Plaintiff seeks restitution of all
25 benefits Defendants have received from their unfair and unlawful business practices.

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1 **NINETEENTH CAUSE OF ACTION**

2 **Private Attorneys General Act (Lab. Code § 2698, et seq.)**

3 **(Against All Defendants and DOES 1-10)**

4 124. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
5 though fully set forth herein.

6 125. Plaintiff brings this cause of action pursuant to the Labor Code Private Attorneys General
7 Act of 2004 ("PAGA"), Labor Code sections 2698, *et seq.*, on behalf of himself, the State of California,
8 and all other aggrieved employees who performed non-exempt warehouse work for Defendants at their
9 Corona, California facility located at 550 Monica Circle, Suite 101, during the applicable limitations
10 period ("Aggrieved Employees").

11 126. On or about April 3, 2026, Plaintiff provided written notice to the Labor and Workforce
12 Development Agency ("LWDA") and to Defendants of the specific Labor Code violations alleged herein,
13 as required by Labor Code section 2699.3(a)(1). More than sixty-five (65) days have elapsed since
14 Plaintiff submitted that notice, and the LWDA has not notified Plaintiff of its intent to investigate the
15 alleged violations. Plaintiff has therefore satisfied all prefiling requirements under PAGA and is
16 authorized to bring this representative civil action for civil penalties on behalf of himself, the State of
17 California, and all Aggrieved Employees.

18 127. Defendants JOSEPH PEREZ and DEANNA BARRY, as officers, directors, and/or
19 managing agents who had knowledge of, control over, and authority to prevent the violations alleged
20 herein, are personally liable under Labor Code sections 558 and 558.1. Additionally, Defendants
21 LALTITUDE LLC and VOLCUS LLC operated as alter egos of one another, conducting the same
22 warehouse operations at the same Corona facility with the same workforce under different names, such
23 that any separateness between them ceased to exist.

24 128. *Meal Period Violations (Lab. Code §§ 512, 226.7; Civil Code § 1668).* Labor Code section
25 512 and the applicable IWC Wage Order require employers to provide timely, uninterrupted meal periods
26 of not less than thirty minutes for shifts exceeding five hours, and a second meal period for shifts
27 exceeding ten hours. Employers who fail to provide compliant meal periods must pay one additional hour
28 of compensation at the regular rate for each workday a meal period is not provided, pursuant to Labor

Code section 226.7. Civil Code section 1668 renders any purported waiver of these rights void and unenforceable. Throughout Plaintiff's entire employment from September 2023 through December 2025, Defendants subjected Plaintiff and all warehouse employees to systematic meal period violations. Every two weeks, as a mandatory condition of receiving pay, employees were required to sign meal period waiver forms attached to the back of their timesheets. Employees were not provided copies of these waivers, and the waivers were not properly executed, rendering them void and unenforceable. Despite timesheets reflecting automatic clock-outs for meal periods, Plaintiff and Aggrieved Employees were routinely required to continue working during those clocked-out periods on a daily basis throughout the relevant period. During the November–December 2025 peak season, when shifts extended to twelve hours per day, employees were not provided the required second meal period. Defendants knew, or with the exercise of reasonable diligence should have known, about these practices but failed to provide compliant meal periods. Plaintiff and Aggrieved Employees are entitled to one hour of premium pay at the regular rate (\$20.33 per hour) for each workday a compliant meal period was not provided. Plaintiff now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code sections 512 and 226.7, and Civil Code section 1668.

129. *Failure to Pay All Wages Owed and Overtime Violations (Lab. Code §§ 204, 510, 1194).* Labor Code section 204 and the applicable IWC Wage Order require employers to pay all wages earned, including premium pay for missed or non-compliant meal periods, on pre-designated pay days. Labor Code section 510 requires employers to pay overtime compensation at one and one-half times the regular rate for hours worked in excess of eight hours per day or forty hours per week, and double time for hours worked in excess of twelve hours in one day or for all hours worked in excess of eight hours on the seventh consecutive day of work. As a result of Defendants' failure to provide compliant meal periods, Defendants owed Plaintiff and Aggrieved Employees premium payments of one hour's wages at the regular rate for each workday in which a compliant meal period was not provided, which Defendants failed to pay on each applicable workday in violation of Labor Code section 204. Additionally, because Plaintiff and Aggrieved Employees worked during clocked-out meal periods while timesheets reflected automatic clock-outs, Defendants failed to pay for all hours actually worked, resulting in unpaid straight

time wages and unpaid overtime and double-time wages when unrecorded hours pushed employees over the eight-hour daily or forty-hour weekly thresholds. Furthermore, on multiple occasions, Plaintiff and Aggrieved Employees were required to perform work before clocking in and after clocking out, resulting in additional uncompensated time. Plaintiff now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code sections 204, 510, and 1194.

130. *Retaliation for Exercising Protected Rights (Lab. Code §§ 1102.5, 6310, and FEHA).* Labor Code section 1102.5 prohibits employers from retaliating against employees who report violations of law to government agencies or internally to supervisors or human resources. Labor Code section 6310 prohibits employers from discharging or retaliating against employees for making complaints about workplace safety conditions or health hazards. These statutes prohibit adverse employment actions including termination, suspension, denial of return to work, and discriminatory treatment. Labor Code section 98.6 authorizes civil penalties of up to \$10,000 per retaliatory act, recoverable under PAGA pursuant to Labor Code section 2699(a). Plaintiff sustained a work-related injury on June 27, 2025 when he was required to stack boxes to heights of approximately 98 inches without adequate support equipment, reported the injury to management, and filed a workers' compensation claim. Plaintiff retained a workers' compensation attorney and a workers' compensation lawsuit was filed on his behalf in or around July–August 2025. Plaintiff used protected medical leave from June 27 through August 6, 2025. After returning to work, Plaintiff made internal complaints to HR Manager Deanna Barry regarding scheduling exclusions and other workplace issues. Plaintiff also reported unsafe workplace safety conditions by filing his injury report and workers' compensation claim regarding the dangerous practice of requiring employees to perform overhead stacking to heights of approximately 98 inches without adequate support equipment, constituting complaints about health and safety violations under Labor Code section 6310. These activities constitute protected conduct under Labor Code sections 1102.5 and 6310, and under FEHA as it relates to physical disabilities limiting major life activities. Defendants responded with a pattern of retaliatory adverse actions. On August 6, 2025, Operations Manager Joseph Perez and HR Manager Deanna Barry explicitly told Plaintiff he "could not return to work because of [his] workers' compensation claim" and that the company needed to consult legal counsel about "this case" — direct

evidence of retaliatory motive. Despite medical clearance without restrictions on August 6, 2025, Defendants delayed Plaintiff's return to work until August 16, 2025, a delay expressly linked to the workers' compensation claim. Defendants required Plaintiff to use sixteen hours of paid sick leave and forty hours of accrued vacation time during the unlawful delay period, then refused to retract the PTO usage. After returning to work, management excluded Plaintiff from scheduling communications on multiple occasions, causing him to arrive late. Plaintiff complained to HR; no corrective action was taken. On December 26, 2025, the same two decision-makers terminated Plaintiff without explanation. Plaintiff had no prior disciplinary history. Plaintiff now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code sections 1102.5, 6310, and FEHA.

131. *Recordkeeping and Wage Statement Violations (Lab. Code §§ 226, 1174, 1174.5, 1198.5).* Labor Code section 226(a) and the applicable IWC Wage Order require employers to furnish each employee with accurate, itemized wage statements setting forth all required information, including gross wages earned, total hours worked, all deductions, net wages earned, pay period dates, employee's name and last four digits of social security number, employer's legal name and address, and all applicable hourly rates and hours worked at each rate. Labor Code sections 1174, 1174.5, and 1198.5 require employers to maintain complete and accurate payroll records showing hours worked, wages paid, and other required data for at least three years, and to make such records available for inspection. As detailed above, Defendants' automatic clock-out system for meal periods caused wage statements to understate total hours actually worked, and wage statements failed to include meal period premium pay owed under Labor Code section 226.7 or accurately reflect overtime wages. The Employer's timekeeping records were inconsistent with actual hours worked. Employees were required to sign meal waiver forms but were not provided copies, constituting an additional recordkeeping deficiency. Defendants failed to maintain complete and accurate payroll records reflecting actual hours worked, wages owed, and meal periods taken or missed, and Plaintiff and Aggrieved Employees lack access to complete copies of their timekeeping records and meal waivers. Plaintiff now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code sections 226, 1174, 1174.5, and 1198.5.

132. *Failure to Timely Pay All Wages Upon Separation (Lab. Code §§ 201–204; § 203 Waiting Time Penalties).* Labor Code sections 201–204 and the applicable IWC Wage Order require employers to pay all earned wages, including premium pay for non-compliant meal periods and all other unpaid wages, to employees upon separation of employment. For involuntary termination, all wages are due immediately at the time of discharge. Labor Code section 203 provides that if an employer willfully fails to pay all wages owed at termination, the employee's wages continue as a penalty at the same daily rate for up to thirty days. As a result of Defendants' failure to pay all wages owed during Plaintiff's and Aggrieved Employees' employment — including all meal period premiums, unpaid wages for time worked during clocked-out periods, unpaid overtime wages, and other compensation detailed above — Defendants necessarily failed to pay all wages owed upon separation. Plaintiff was involuntarily terminated on December 26, 2025, requiring immediate payment of all final wages under Labor Code section 201. At the time of termination, Defendants had not paid accrued meal period premiums, unpaid straight time and overtime wages, and other compensation owed, all of which constitute "wages" under California law, triggering waiting time penalties under Labor Code section 203. Other Aggrieved Employees who left employment likewise did not receive all wages owed at separation. Plaintiff now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code sections 201–204 and section 203.

133. Pursuant to Labor Code section 2699(f), civil penalties under PAGA are assessed at \$100 per employee per pay period for an initial violation and \$200 per employee per pay period for each subsequent violation. Certain violations carry specific additional penalties, including up to \$10,000 per retaliatory act under Labor Code section 98.6. Pursuant to Labor Code section 2699(i), 75% of civil penalties recovered shall be paid to the LWDA and 25% shall be distributed to the Aggrieved Employees.

134. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and all Aggrieved Employees are entitled to recover civil penalties as provided under PAGA, together with reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5, 226(e), 1194, and 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- 1 a. For general and special damages, including past and future lost earnings, employment
2 benefits, and damages for emotional distress, humiliation, and mental anguish;
- 3 b. For unpaid wages for all hours worked, including regular and overtime wages pursuant to
4 Labor Code sections 510 and 1194;
- 5 c. For meal-period premium wages pursuant to Labor Code section 226.7;
- 6 d. For statutory penalties pursuant to Labor Code sections 203, 226, 226.3, 226.7, 1198.5,
7 and any others that may be applicable;
- 8 e. For civil penalties pursuant to Labor Code sections 1102.5, 6310, and 98.6;
- 9 f. For all civil penalties available under the Private Attorneys General Act, Labor Code
10 section 2698, et seq., in an amount to be determined, once Plaintiff's PAGA notice period
11 has expired and this cause of action has been formally added by amendment;
- 12 g. For restitution of all benefits Defendants acquired through unfair business practices
13 pursuant to Business and Professions Code section 17203;
- 14 h. For compensation for lost benefits and other employment compensation in an amount
15 according to proof at trial;
- 16 i. For reasonable attorneys' fees and costs pursuant to Government Code section 12965(b)
17 and Labor Code sections 218.5, 226, 1102.5, 1194, 2698 *et seq.*, 6310, and Code of Civil
18 Procedure section 1032;
- 19 j. For prejudgment interest pursuant to Civil Code section 3287 and Labor Code section
20 218.6;
- 21 k. For punitive damages pursuant to Civil Code section 3294;
- 22 l. For costs of suit incurred herein; and
- 23 m. For such other and further relief as the Court deems just and proper.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff hereby demands a trial by jury on all causes of action and claims to which Plaintiff has
26 a right to a jury trial.

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1 Dated: August 20, 2026

LAUREL EMPLOYMENT LAW

2 *Arash S. Khosrowshahi*

3
4 Joshua I. White, Esq.
5 Arash S. Khosrowshahi, Esq.
6 Attorneys for Plaintiff, Paul J. Alcala
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EXHIBIT 1



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 31, 2026

ARASH S. KHOSROWSHAHI

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202603-34333831
Right to Sue: ALCALA / LALTITUDE LLC et al.

Dear ARASH S. KHOSROWSHAHI:

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

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

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

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 31, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202603-34333831
Right to Sue: ALCALA / LALTITUDE LLC et al.

To All Respondent(s):

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

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 31, 2026

PAUL J. ALCALA

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202603-34333831
Right to Sue: ALCALA / LALTITUDE LLC et al.

Dear PAUL J. ALCALA:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 31, 2026 because an immediate Right to Sue notice was requested.

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

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

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

Sincerely,

Civil Rights Department

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

In the Matter of the Complaint of

PAUL J. ALCALA

CRD No. 202603-34333831

Complainant,

vs.

LALTITUDE LLC

,

JOSEPH PEREZ

,

VOLCUS LLC

,

DEANNA BARRY

,

Respondents

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

2. Complainant is naming **JOSEPH PEREZ** individual as Co-Respondent(s).
Complainant is naming **VOLCUS LLC** business as Co-Respondent(s).
Complainant is naming **DEANNA BARRY** individual as Co-Respondent(s).

3. Complainant **PAUL J. ALCALA**, resides in the City of , State of .

4. Complainant alleges that on or about **December 26, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric).

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

1 was terminated, denied any employment benefit or privilege, other, denied work
2 opportunities or assignments, denied accommodation for a disability.

3 **Complainant experienced retaliation** because complainant reported or resisted any form
4 of discrimination or harassment and as a result was terminated, denied any employment
5 benefit or privilege, other, denied work opportunities or assignments, denied
6 accommodation for a disability.

7 **Additional Complaint Details:** Paul Alcala was hired on September 21, 2023, as a non-
8 exempt, hourly Warehouse Associate earning \$20.33 per hour at Defendants' Corona
9 facility, and from the very outset of his employment, Defendants subjected him to systemic
10 wage and hour violations by requiring him to sign biweekly meal period waiver forms as a
11 mandatory condition of receiving pay — waivers that were void and unenforceable — while
12 simultaneously operating a timekeeping system that automatically clocked employees out
13 for meal periods even as Defendants required them to continue working, constituting
14 ongoing violations of Labor Code § 512 and entitling Plaintiff to premium pay under Labor
15 Code § 226.7 for every workday that a compliant meal period was not provided; this practice
16 further resulted in inaccurate itemized wage statements in violation of Labor Code § 226,
17 unpaid straight time and overtime wages in violation of Labor Code §§ 510 and 1194, and a
18 failure to maintain accurate payroll and employment records under Labor Code § 1198.5.
19 On June 27, 2025, Plaintiff sustained a work-related tendon strain to his right hand while
20 stacking boxes to heights of approximately 98 inches without adequate support equipment,
21 triggering his protected status as a physically disabled employee under FEHA, Gov't Code §
22 12940(a); Defendants placed him on workers' compensation and short-term disability leave,
23 and Plaintiff, due to concerns about Defendants' handling of his claim, retained workers'
24 compensation counsel and filed a workers' compensation lawsuit in or around July or August
25 2025 — protected activity shielded from retaliation under FEHA § 12940(h), Labor Code §
26 1102.5, and Labor Code § 6310. When Plaintiff was medically cleared to return to work
27 without restrictions on August 6, 2025 and presented his clearance paperwork to
28 management, HR Manager Deanna Barry openly questioned why Plaintiff had filed a
workers' compensation claim, and Operations Manager Joseph Perez refused to allow
Plaintiff to return to work, citing the need to consult legal counsel about "the case" — a
response that constituted not only prohibited disability discrimination under Gov't Code §
12940(a), but also a complete failure to engage in the good-faith interactive process
required by Gov't Code § 12940(n) and a failure to provide reasonable accommodation
under Gov't Code § 12940(m), as Defendants focused entirely on penalizing Plaintiff for his
protected activity rather than assessing his limitations or exploring accommodation options.
Defendants unlawfully delayed Plaintiff's return to work for ten days — through August 16,
2025 — and during that period forced him to exhaust sixteen hours of paid sick leave and
forty hours of accrued vacation time, refusing to retract that forced usage. Upon his return,
management excluded Plaintiff from scheduling communications on multiple occasions,
causing him to arrive late to work; when Plaintiff complained to Deanna Barry, no corrective
action was taken, establishing a pattern of harassment and a hostile work environment
based on his disability and workers' compensation status in violation of Gov't Code §
12940(j), and further demonstrating Defendants' complete failure to take reasonable

1 preventive steps as required by Gov't Code § 12940(k). After Plaintiff worked through the
2 November through December 2025 peak season — during which shifts regularly extended
3 to twelve hours per day on a Monday through Saturday schedule without the required
4 second meal period, in further violation of Labor Code § 512 — the same two decision-
5 makers who had confronted Plaintiff about his workers' compensation claim, Perez and
6 Barry, abruptly terminated his employment on December 26, 2025, the day after Christmas
7 and immediately following the end of peak season, providing no reason for the termination
8 despite Plaintiff's direct requests for explanation, with no prior warnings, write-ups, or
disciplinary history of any kind. This termination constitutes retaliation for protected activity
under FEHA § 12940(h), whistleblower retaliation under Labor Code §§ 1102.5 and 6310,
disability discrimination under FEHA § 12940(a), and wrongful termination in violation of
public policy, compounded by Defendants' failure to prevent the discrimination, harassment,
and retaliation they permitted to persist throughout Plaintiff's employment in violation of
Gov't Code § 12940(k).

1 VERIFICATION

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

6 On March 31, 2026, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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Los Angeles, CA.