

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,
LEONARDO ALVAREZ

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/27/2026 6:37 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Marquez, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 LEONARDO ALVAREZ,

11 Plaintiff,

12 vs.

13 MOVEGREEN, INC.; JOHN BENNETT; and
14 DOES 1 to 25, inclusive,

15 Defendants.

Case No.: **26ST CV 27326**

COMPLAINT FOR DAMAGES FOR:

- 1) **SEXUAL HARASSMENT IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT**
- 2) **FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, AND RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT**
- 3) **RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT**
- 4) **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**
- 5) **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**
- 6) **RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310 AND 6311**
- 7) **WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY**
- 8) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- 9) **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
- 10) **FAILURE TO PAY MINIMUM WAGES**
- 11) **FAILURE TO PAY OVERTIME**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 12) FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS
- 13) FAILURE TO PAY WAGES OWED
EVERY PAY PERIOD
- 14) FAILURE TO PAY WAGES WHEN
EMPLOYMENT ENDS
- 15) FAILURE TO PROVIDE REST
BREAKS
- 16) FAILURE TO PROVIDE MEAL
PERIODS
- 17) FAILURE TO REIMBURSE
BUSINESS EXPENSES
- 18) FAILURE TO PERMIT
INSPECTION OF PERSONNEL
FILE AND PAYROLL RECORDS
- 19) VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200
- 20) PRIVATE ATTORNEY GENERAL
ACT (“PAGA”)

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, LEONARDO ALVAREZ (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, because Plaintiff performed the work at issue 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 MOVEGREEN, INC. (hereinafter “MOVEGREEN”) is and was a California corporation with its principal place of business located at 2400 Latigo Avenue, Oxnard, California 93030, doing business in Los Angeles County, California; and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times mentioned herein, Defendant JOHN BENNETT was and is an owner, officer, director, and/or managing agent of MOVEGREEN, and is included in this lawsuit pursuant to Government Code § 12940(j)(3) and Labor Code § 558.1 because he personally engaged in the harassing conduct alleged herein and because he controlled the hours, wages, and/or working conditions of Plaintiff and other hourly, non-exempt employees.

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

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

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

GENERAL ALLEGATIONS

10. Plaintiff started working for Defendants in or around May 2025. Plaintiff's latest rate of pay was \$21.00 per hour, and his latest job title was Mover. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff was constructively terminated in or around July 2025.

11. MOVEGREEN is a moving company that performs residential and commercial moves throughout the State of California. Plaintiff worked out of MOVEGREEN's Los Angeles warehouse and performed moving jobs at customer locations throughout Los Angeles

County, including at the Gas Company Tower in downtown Los Angeles. Plaintiff's duties included loading, unloading, packing, wrapping, and transporting furniture and equipment, and driving. Plaintiff regularly handled loads of up to seventy (70) pounds by himself and up to one hundred fifty (150) pounds with assistance, and regularly worked shifts in excess of twelve (12) hours. Plaintiff's employment was governed by Industrial Welfare Commission Wage Order No. 9-2001, codified at California Code of Regulations, Title 8, Section 11090.

12. Early in his employment, Plaintiff learned that two of his co-workers, including Elgin Hairston, were affiliated with rival neighborhood gangs and had an informal understanding among themselves not to bring their conflict to the workplace. Plaintiff raised his concerns about the resulting risk of workplace violence with MOVEGREEN's management. Defendants took no action to assess or abate the hazard.

13. On or about May 13, 2025, Plaintiff objected to being directed to complete a job in an unsafe manner and to other employees being called upon to finish the job unsafely. In response, Plaintiff's supervisor, Abraham Alvarado (hereinafter "ALVARADO"), told Plaintiff, in substance, that employees who know their rights do not last very long at MOVEGREEN.

14. On or about June 9, 2025, ALVARADO and a co-worker openly mocked and imitated the way Plaintiff walked while Plaintiff was carrying a television to a company vehicle, pointing Plaintiff out to other employees and laughing at him while he worked.

15. On or about June 10, 2025, another MOVEGREEN employee bullied and demeaned Plaintiff during a job. Plaintiff reported the conduct to ALVARADO and to his foreman and advised that he would rather resign and find another job than continue working in such an environment.

16. On or about June 18, 2025, while Plaintiff was sweeping out a moving truck in the parking lot of MOVEGREEN's warehouse, Plaintiff's co-worker Elgin Hairston became angry with Plaintiff, approached him, and struck him in the face without provocation. Plaintiff fell approximately five (5) feet to the ground and briefly lost consciousness. Plaintiff sustained injuries to his head, neck, face, nose, mouth, jaw, left shoulder, left wrist, and left hand. The

1 assault was witnessed by other MOVEGREEN employees.

2 17. Immediately after the assault, ALVARADO accused Plaintiff of being the
3 aggressor and attempted to remove Plaintiff from the job site. ALVARADO refused to
4 summon law enforcement and refused to provide or authorize medical care for Plaintiff, and
5 instead directed Plaintiff to go home. Plaintiff was transported by rideshare back to
6 MOVEGREEN's Los Angeles location and, despite pain he rated at a ten out of ten, was left
7 to drive himself. Plaintiff obtained emergency medical treatment on his own at Providence
8 Little Company of Mary Medical Center in Torrance, California, where he underwent x-rays
9 of the left wrist and left shoulder, a CT scan of the head, and a CT angiogram of the head and
10 neck.

11 18. On or about June 19, 2025, rather than address Plaintiff's report of the assault,
12 Defendants suspended Plaintiff. Plaintiff responded in writing in order to document what had
13 occurred and to identify the individual who had assaulted him, whose name Defendants had
14 declined to provide. Plaintiff also made a police report regarding the assault. Defendants never
15 provided Plaintiff with a DWC-1 workers' compensation claim form.

16 19. Plaintiff returned to work in or around late June 2025 after MOVEGREEN's
17 owner, Defendant JOHN BENNETT, telephoned him, apologized for what had happened,
18 stated that he would take care of Plaintiff, and asked Plaintiff to come back to work. Plaintiff
19 agreed because he needed the hours.

20 20. On or about June 24, 2025, at approximately 10:45 a.m., BENNETT
21 approached Plaintiff while Plaintiff was preparing a grandfather clock for transport, placed his
22 arm around Plaintiff's waist, and said to Plaintiff, "Hey baby boy how are you feeling?"
23 Plaintiff moved away and said nothing at the time. A co-worker who witnessed the incident
24 laughed at Plaintiff and, when Plaintiff asked whether he had seen what happened, responded,
25 "What? That pat on your ass?" and then told Plaintiff not to involve him in Plaintiff's "legal
26 business." Plaintiff was humiliated and felt violated by the conduct and by his co-workers'
27 reaction to it.
28

1 21. Plaintiff promptly reported the incident to ALVARADO and told him that he
2 was not anyone's "baby boy" and that the conduct was inappropriate. ALVARADO dismissed
3 Plaintiff's complaint, refused to assist him, and did not report the incident to anyone.
4 Defendants conducted no investigation, took no remedial measures, and imposed no
5 discipline. Defendants had no functioning anti-harassment policy, complaint procedure, or
6 training program in place; MOVEGREEN's employee handbook and training materials stated
7 that the substantive content was "coming soon."

8 22. That same day, Plaintiff learned that his access to MOVEGREEN's scheduling
9 application had been revoked and his password changed without explanation. Plaintiff raised
10 the issue with ALVARADO, who refused to assist Plaintiff in regaining access to his account.

11 23. On or about June 25, 2025, Plaintiff learned that the access codes to
12 MOVEGREEN's parking lot gate and warehouse door had been changed, and that
13 MOVEGREEN had instructed the employees who were given the new codes not to share
14 them with Plaintiff. As a result, Plaintiff could not remove his own vehicle from the lot or
15 access the restroom without waiting for another employee to admit him.

16 24. On or about June 30, 2025, Plaintiff objected to the sexually charged conduct
17 of MOVEGREEN's crew and management, including ALVARADO, who routinely made
18 sexual remarks about women in Plaintiff's presence at the warehouse and at job sites.
19 Following Plaintiff's objection, Defendants removed numerous scheduled workdays from
20 Plaintiff. Plaintiff is informed and believes, and thereon alleges, that Defendants reduced his
21 scheduled hours in order to interfere with his workers' compensation disability benefits.

22 25. On or about July 9, 2025, Plaintiff worked one of his last shifts for Defendants.
23 Plaintiff was subjected to rude and demeaning comments from co-workers, was pressured to
24 pay out of his own pocket for the entire crew's lunch, and was confronted by an individual
25 who called him "gang" and challenged him about the pace of the job. Plaintiff, who remained
26 injured, did not respond and continued working in order to avoid further conflict.

27 26. On or about July 15, 2025, Defendants announced that all employees were
28 required to complete mandatory online training on an expedited basis. Although Plaintiff was

1 told the training would take fifteen (15) to twenty-five (25) minutes, the training in fact
2 required well over two (2) hours to complete. The materials further stated that employees had
3 to complete the training in order to be paid.

4 27. On or about July 16, 2025, Plaintiff asked ALVARADO whether the crew
5 would be compensated for the mandatory training, explaining that he understood employees
6 were required to be paid for training, particularly training performed at home. ALVARADO
7 told Plaintiff that MOVEGREEN would not compensate him for the training and, in the
8 presence of another employee, directed Plaintiff to complete the training in a company truck
9 without compensation. When Plaintiff respectfully declined, ALVARADO became angry and
10 threatened to withhold Plaintiff's pay and to stop scheduling Plaintiff altogether if he did not
11 complete the training. Plaintiff also complained that he had not been paid on time. Plaintiff
12 further discovered that his access to his ADP wage statements had been blocked. When
13 Plaintiff complained to ALVARADO and asserted his right to inspect his wage statements,
14 ALVARADO argued with Plaintiff about his rights as an employee. Plaintiff's access to his
15 wage statements was thereafter restored.

16 28. By on or about July 16, 2025, the working conditions Defendants created,
17 knew of, and permitted to continue had become so intolerable that a reasonable person in
18 Plaintiff's position would have had no reasonable alternative except to resign. Plaintiff had
19 been physically assaulted at work and denied medical care; suspended for reporting the
20 assault; sexually harassed by the company's owner; ignored and dismissed when he reported
21 the harassment; locked out of the company's scheduling application and its physical premises;
22 stripped of scheduled shifts; denied timely access to his wage statements; denied a workers'
23 compensation claim form; threatened with the withholding of his pay; and told that employees
24 who assert their rights do not last at MOVEGREEN. Plaintiff also reasonably feared for his
25 physical safety at the workplace. Plaintiff's employment came to an end in or around July
26 2025, and his separation constituted a constructive discharge.

27 29. It is Plaintiff's position that due to personally suffering the violations below,
28 Plaintiff can unequivocally bring the following Labor Code violations on behalf of all other

1 employees, including ALL hourly, non-exempt employees who worked for MOVEGREEN at
2 any of its locations in the State of California during the relevant PAGA period. It is Plaintiff's
3 position that MOVEGREEN has violated the following Labor Code sections against Plaintiff
4 and other similarly situated aggrieved employees, who include all non-exempt, hourly
5 employees who worked for MOVEGREEN at any of its locations in the State of California
6 during the relevant PAGA period.

7 30. MOVEGREEN violated Labor Code §§ 1194, 1194.2, 1197, and 1197.1
8 because it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours
9 worked, including the statutory minimum wage for all hours worked and for "off the clock"
10 work. Moreover, Plaintiff himself worked "off the clock" in that he was required to complete
11 mandatory training without compensation and was threatened with loss of work and pay if he
12 did not comply. Despite the latter, Plaintiff and others were not paid for all hours worked,
13 which constitutes a minimum wage violation. MOVEGREEN also failed to provide reporting
14 time pay to employees.

15 31. Due to the above "off the clock" violations, MOVEGREEN also violated
16 Labor Code § 510 because it failed to pay Plaintiff and other aggrieved employees the correct
17 overtime compensation, even though they worked more than 8 hours per day, 12 hours per
18 day, and/or 40 hours per week throughout their employment. Plaintiff's and other aggrieved
19 employees' actual work hours entitled them to overtime compensation; however,
20 MOVEGREEN did not compensate its hourly, non-exempt employees with the correct
21 amount of overtime due to the "off the clock" work as described above.

22 32. MOVEGREEN also violated Labor Code § 226.7 and the appropriate
23 Industrial Welfare Commission Wage Order no. 9 because it failed to provide Plaintiff and
24 other similarly situated aggrieved employees with 10-minute rest periods for every four hours
25 of work, or majority portion thereof, throughout their employment. MOVEGREEN did not
26 completely relieve Plaintiff and others of all duty during said rest periods. MOVEGREEN did
27 not pay Plaintiff and others one additional hour of pay at Plaintiff's regular rate of
28 compensation for each workday one or more statutory rest periods were not provided. Plaintiff

1 and others did not get rest breaks most days even though they were working twelve plus hours
2 a day. As such, the culture as well as the policies and procedures of MOVEGREEN did not
3 lend itself to the employees receiving any statutory rest breaks wherein they were relieved of
4 all work duties.

5 33. MOVEGREEN violated Labor Code §§ 512 and 226.7 and the appropriate
6 Industrial Welfare Commission Wage Order no. 9 because it failed to provide hourly, non-
7 exempt employees, including Plaintiff and others, with the requisite 30-minute, uninterrupted
8 meal periods for every five (5) hours of work throughout their employment. MOVEGREEN
9 did not completely relieve Plaintiff and other employees of all duty during said meal periods.
10 MOVEGREEN did not pay Plaintiff and its hourly, non-exempt employees one additional
11 hour of pay at their regular rate of compensation for each workday that one or more statutory
12 meal periods were not provided. There were occasions wherein Plaintiff and others would not
13 receive meal breaks at all and/or such breaks were interrupted due to work obligations.
14 Consequently, it was the normal practice and custom of MOVEGREEN not to consistently
15 authorize, permit, and enforce timely, uninterrupted statutory meal periods. If Plaintiff signed
16 a meal period waiver, it would not be valid and enforceable since Plaintiff and others
17 generally worked more than a 5-hour shift.

18 34. 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 MOVEGREEN had Plaintiff sign
24 an on-duty meal period agreement wherein Plaintiff agreed to work through the meal periods,
25 it would be invalid and unenforceable because the nature of Plaintiff’s job duties does not and
26 did not prevent him from taking a timely, uninterrupted meal period, and MOVEGREEN
27 could have hired “breakers” to relieve Plaintiff of his job duties so that he could actually take
28 a timely, uninterrupted meal period. Moreover, any such “on duty” meal period agreement did

1 not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff
2 and others did not always receive statutory, timely meal periods during their employment. To
3 the extent that MOVEGREEN argues that employees receive meal break premium pay for
4 missed meal periods, that argument is inconsequential for PAGA penalty purposes since the
5 PAGA penalties are for the violations themselves, irrespective of whether an employee
6 received the premium payment for a missed, short, or interrupted meal period. In *Kirby v.*
7 *Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give employers a
8 lawful choice between providing either meal and rest breaks or an additional hour of pay.” See
9 *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original).
10 Thus, the extra hour of pay does not excuse the violation; the employer has still committed a
11 violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp.*, (S.D.
12 Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at
13 MOVEGREEN was not conducive to receiving consistent, timely, statutory meal breaks under
14 California law. Moreover, any meal or rest break premiums paid were not compensated at the
15 weighted average regular rate, inclusive of bonuses and/or incentive payments as well as
16 overtime compensation.

17 35. MOVEGREEN was also in violation of California Labor Code § 226(a) by
18 failing to include pertinent information on the wage statements, including but not limited to,
19 the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross
20 wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions,
21 the correct start and end of the pay period, all employee identifying information, the correct
22 and complete name and address of the legal employer, and reimbursement for business
23 expenses, among others. As such, MOVEGREEN did not provide Plaintiff and other similarly
24 situated aggrieved employees with complete and accurate itemized wage statements.

25 36. During the relevant time period, MOVEGREEN also failed to keep accurate
26 and complete payroll records showing the actual hours worked per day and the wages paid to
27 Plaintiff and others pursuant to California Labor Code section 1174(d).

28 37. MOVEGREEN also violated Labor Code § 203 because it willfully failed to

1 pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon
2 separation of employment, either immediately upon involuntary termination, or within 72
3 hours of resignation. These earned but unpaid wages include compensation for all hours
4 worked, including minimum wages, overtime compensation, and premium pay for missed
5 meal and rest breaks.

6 38. During the relevant time period, Plaintiff and other aggrieved employees
7 incurred necessary, business-related expenses and costs that were not reimbursed by
8 MOVEGREEN. These costs include, but are not limited to, use of personal tools for work.
9 Despite the latter, Plaintiff and others were not reimbursed. Accordingly, MOVEGREEN was
10 in violation of California Labor Code §§ 2800 and 2802.

11 39. Furthermore, MOVEGREEN did not provide any sick pay that was also
12 delineated on employee pay stubs and also failed to provide proper sick leave in violation of
13 Labor Code sections 233 and 246. Moreover, MOVEGREEN failed to provide suitable
14 seating and proper rest break facilities in violation of the applicable Industrial Welfare
15 Commission Wage Order 9-2001.

16 40. Plaintiff also has claims pursuant to Labor Code § 1102.5 because
17 MOVEGREEN wrongfully and constructively terminated Plaintiff after he complained about
18 and reported unlawful conduct in the workplace, including workplace violence and unsafe
19 working conditions, which constituted a serious safety hazard. Moreover, Plaintiff was also
20 subjected to unlawful harassment and retaliation in violation of the Fair Employment and
21 Housing Act (FEHA), including inappropriate physical contact and demeaning conduct by
22 MOVEGREEN's owner, JOHN BENNETT. Plaintiff's complaints regarding the assault,
23 unsafe work environment, and ongoing unlawful conduct, coupled with MOVEGREEN's
24 failure to take corrective action, unequivocally led to his constructive termination in or around
25 July 2025.

26 41. Based upon the above-mentioned violations, and in addition to the penalties
27 provided by those specific sections themselves, Plaintiff also seeks penalties under the
28 following Labor Code sections which themselves are inviolable but which provide for the

1 recovery of penalties for violating one or more of the above-mentioned Labor Code sections:
2 Labor Code §§ 558, 226.3, and 1197.1.

3 42. On or about June 23, 2026, Plaintiff, through counsel, served a written request
4 upon Defendants for Plaintiff's payroll records pursuant to Labor Code § 226, Plaintiff's time
5 records pursuant to section 7(C) of the applicable Wage Order, Plaintiff's personnel file
6 pursuant to Labor Code § 1198.5, and all records signed by Plaintiff regarding obtaining or
7 holding employment pursuant to Labor Code § 432. More than twenty-one (21) calendar days
8 have elapsed since that request was served. To date, Defendants have failed and refused to
9 produce any of the requested records, to make the records available for inspection, or to
10 respond in any manner.

11 43. Pursuant to California Government Code section 12960, Plaintiff has
12 exhausted his administrative remedies. Prior to filing the instant complaint, Plaintiff filed a
13 complaint with the California Civil Rights Department (formerly, Department of Fair
14 Employment and Housing ("DFEH")), alleging the claims in this complaint. The California
15 Civil Rights Department immediately issued a "Right to Sue Notice" to Plaintiff on August
16 27, 2026.

17 **FIRST CAUSE OF ACTION**

18 **SEXUAL HARASSMENT IN VIOLATION OF THE**
19 **FAIR EMPLOYMENT AND HOUSING ACT**

20 **(Government Code § 12940(j))**

21 **(Against Defendants MOVEGREEN, INC., JOHN BENNETT, and DOES 1 to 25)**

22 44. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 43, inclusive, of this Complaint as though fully set forth herein.

24 45. At all relevant times herein, MOVEGREEN was an employer within the
25 meaning of Government Code § 12940 et seq., and Plaintiff was an employee within the
26 meaning of that statute.

27 46. Government Code § 12940(j)(1) makes it an unlawful employment practice for
28 an employer, or any person, to harass an employee because of sex. Government Code §

1 12940(j)(3) provides that an employee of an entity subject to the Fair Employment and
2 Housing Act is personally liable for any harassment prohibited by that section that is
3 perpetrated by the employee, regardless of whether the employer knows or should have
4 known of the conduct and fails to take appropriate corrective action.

5 47. For purposes of the Fair Employment and Housing Act, “harassment because
6 of sex” includes sexual harassment and gender harassment, and the harasser and the person
7 harassed need not be of different sexes. Government Code § 12940(j)(4)(C); Gov. Code §
8 12923.

9 48. On or about June 24, 2025, Defendant JOHN BENNETT, MOVEGREEN’s
10 owner, placed his arm around Plaintiff’s waist without Plaintiff’s consent, called Plaintiff
11 “baby boy,” and, as described by a witnessing co-worker, patted Plaintiff on the buttocks. The
12 conduct was unwelcome, was sexual in nature, and was directed at Plaintiff because of his
13 sex.

14 49. The foregoing conduct did not occur in isolation. Throughout Plaintiff’s
15 employment, MOVEGREEN’s owner, supervisors, and crew, including BENNETT and
16 ALVARADO, subjected Plaintiff to a work environment permeated with sexualized
17 commentary about women, including remarks made about women at a nearby gentlemen’s
18 club and about women encountered at and near job sites. Defendants, including ALVARADO,
19 also mocked and imitated the way Plaintiff walked, pointing him out to other employees for
20 ridicule.

21 50. When Plaintiff objected to this conduct and reported the June 24, 2025
22 incident, ALVARADO dismissed the complaint, refused to assist Plaintiff, refused to report
23 the incident, and thereafter participated in the campaign of exclusion and diminished work
24 described herein.

25 51. The harassment was sufficiently severe or pervasive as to alter the conditions
26 of Plaintiff’s employment and create a work environment that a reasonable person in
27 Plaintiff’s position would consider hostile, intimidating, offensive, oppressive, and abusive. A
28 single incident of harassing conduct is sufficient to create a triable issue regarding the

1 existence of a hostile work environment. Gov. Code § 12923(b).

2 52. MOVEGREEN is strictly liable for the harassing conduct of its owner, officers,
3 directors, and supervisors, and is further liable because it knew or should have known of the
4 harassment and failed to take immediate and appropriate corrective action.

5 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
6 suffered and continues to suffer general and compensatory damages, including but not limited
7 to, loss of income (past and future), loss of employment benefits (past and future),
8 humiliation, embarrassment, anxiety, mental pain and anguish, and emotional distress (past
9 and future), in an amount to be proved at trial.

10 54. Defendants acted intentionally, maliciously, oppressively, and/or with a
11 conscious and reckless disregard for Plaintiff's protected rights, thereby entitling Plaintiff to
12 recover punitive damages according to proof at trial. Plaintiff is informed and believes, and
13 thereon alleges, that Defendants' conduct was authorized, ratified, and/or carried out by
14 officers, directors, and/or managing agents of MOVEGREEN.

15 55. Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to
16 Government Code § 12965(b).

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, AND RETALIATION**

19 **IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT**

20 **(Government Code § 12940(k))**

21 **(Against Defendant MOVEGREEN, INC. and DOES 1 to 25)**

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

24 57. Government Code § 12940(k) makes it an unlawful employment practice for
25 an employer to fail to take all reasonable steps necessary to prevent harassment,
26 discrimination, and retaliation from occurring.

27 58. MOVEGREEN failed to take all reasonable steps necessary to prevent the
28 harassment and retaliation alleged herein. MOVEGREEN failed to maintain and distribute an

1 effective anti-harassment policy; failed to maintain an effective complaint procedure; failed to
2 provide legally required harassment prevention training; failed to investigate Plaintiff's
3 complaint; failed to take any remedial action; and failed to discipline the individuals
4 responsible.

5 59. MOVEGREEN's employee handbook and training materials stated that the
6 substantive content was "coming soon," and MOVEGREEN did not roll out any training until
7 on or about July 15, 2025, weeks after Plaintiff was assaulted and harassed, at which point
8 MOVEGREEN demanded that employees complete the training on an expedited basis and
9 without compensation.

10 60. MOVEGREEN's supervisor, ALVARADO, was on actual notice of the
11 harassment and of Plaintiff's complaints and took no action whatsoever.

12 61. As a direct and proximate result of MOVEGREEN's failure to prevent
13 harassment, discrimination, and retaliation, Plaintiff has suffered and continues to suffer
14 general and compensatory damages, including but not limited to, loss of income (past and
15 future), loss of employment benefits (past and future), humiliation, embarrassment, anxiety,
16 mental pain and anguish, and emotional distress (past and future), in an amount to be proved
17 at trial.

18 62. Defendants acted intentionally, maliciously, oppressively, and/or with a
19 conscious and reckless disregard for Plaintiff's protected rights, thereby entitling Plaintiff to
20 recover punitive damages according to proof at trial.

21 63. Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to
22 Government Code § 12965(b).

23 **THIRD CAUSE OF ACTION**

24 **RETALIATION IN VIOLATION OF THE**
25 **FAIR EMPLOYMENT AND HOUSING ACT**

26 **(Government Code § 12940(h))**

27 **(Against Defendant MOVEGREEN, INC. and DOES 1 to 25)**

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

1 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

2 65. Government Code § 12940(h) makes it an unlawful employment practice for
3 an employer to discharge, expel, or otherwise discriminate against any person because the
4 person has opposed any practice forbidden under the Fair Employment and Housing Act.

5 66. Plaintiff engaged in protected activity when he objected to and reported the
6 June 24, 2025 incident of sexual harassment by BENNETT, when he told ALVARADO that
7 the conduct was inappropriate and that he was not anyone's "baby boy," and when he objected
8 to the sexualized conduct and commentary in the workplace on or about June 30, 2025.

9 67. Immediately following Plaintiff's protected activity, Defendants subjected
10 Plaintiff to adverse employment actions, including revoking his access to MOVEGREEN's
11 scheduling application, changing the gate and warehouse access codes and directing other
12 employees not to give Plaintiff the new codes, removing scheduled workdays from Plaintiff,
13 blocking Plaintiff's access to his wage statements, threatening to withhold Plaintiff's pay and
14 to stop scheduling him, and ultimately constructively discharging him.

15 68. Plaintiff's protected activity was a substantial motivating reason for
16 Defendants' adverse employment actions. The temporal proximity between Plaintiff's
17 complaints and Defendants' conduct — in some instances the very same day — further
18 evidences Defendants' retaliatory motive.

19 69. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
20 suffered and continues to suffer general and compensatory damages, including but not limited
21 to, loss of income (past and future), loss of employment benefits (past and future),
22 humiliation, embarrassment, anxiety, mental pain and anguish, and emotional distress (past
23 and future), in an amount to be proved at trial.

24 70. Defendants acted intentionally, maliciously, oppressively, and/or with a
25 conscious and reckless disregard for Plaintiff's protected rights, thereby entitling Plaintiff to
26 recover punitive damages according to proof at trial.

27 71. Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to
28 Government Code § 12965(b).

1 **FOURTH CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

3 **(Against All Defendants)**

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

6 73. At all relevant times herein, Plaintiff was an employee within the meaning of
7 California Labor Code section 98.6.

8 74. California Labor Code section 98.6 provides, in pertinent part, as follows:

9 75. “A person shall not discharge an employee or in any manner discriminate,
10 retaliate, or take any adverse action against any employee or applicant for employment
11 because the employee or applicant engaged in any conduct delineated in this chapter...”

12 76. Discharging, retaliating, or otherwise discriminating against an employee
13 because the employee exercised rights protected under the California Labor Code is centrally
14 what section 98.6 prohibits.

15 77. Plaintiff exercised rights protected under the California Labor Code when he
16 complained that MOVEGREEN was requiring employees to complete mandatory training
17 without compensation; when he complained that he had not been paid on time; when he
18 demanded access to his itemized wage statements; and when he asserted his rights as an
19 employee to ALVARADO.

20 78. After Plaintiff engaged in the foregoing protected conduct, Defendants
21 threatened to withhold Plaintiff’s pay, threatened to stop scheduling Plaintiff altogether,
22 removed scheduled workdays from Plaintiff, and constructively discharged Plaintiff.

23 79. Defendants’ conduct constituted unlawful retaliation in violation of Labor
24 Code section 98.6 because Defendants retaliated against and constructively discharged
25 Plaintiff for exercising rights protected under the California Labor Code.

26 80. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiff
27 suffered and continues to suffer lost wages, lost employment benefits, emotional distress,
28 humiliation, anxiety, and other damages in an amount according to proof at trial.

81. Defendants acted intentionally, maliciously, oppressively, and/or with reckless disregard for Plaintiff's protected rights, thereby entitling Plaintiff to recover punitive damages according to proof at trial.

82. Plaintiff is informed and believes, and thereon alleges, that Defendants' conduct was authorized, ratified, and/or carried out by officers, directors, and/or managing agents of Defendants.

83. 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 in the future, in an amount to be proved at trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section.

FIFTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5

(Against All Defendants)

84. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

85. California Labor Code section 1102.5(b) prohibits an employer from retaliating against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a person with authority over the employee, or to another employee who has the authority to investigate, discover, or correct the violation, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

86. Plaintiff made protected disclosures to persons with authority over him, including ALVARADO and BENNETT. Plaintiff disclosed that he had been physically

1 assaulted at the workplace; that MOVEGREEN had failed to summon law enforcement or
2 provide medical care following that assault; that MOVEGREEN had failed to provide him
3 with a DWC-1 workers' compensation claim form; that MOVEGREEN was permitting a
4 workplace-violence hazard to persist; that jobs were being performed in an unsafe manner;
5 that BENNETT had sexually harassed him and that ALVARADO had refused to report it; that
6 MOVEGREEN was requiring employees to complete mandatory training without
7 compensation; that Plaintiff had not been paid on time; and that Plaintiff was being denied
8 access to his itemized wage statements.

9 87. Plaintiff had reasonable cause to believe that the information he disclosed
10 evidenced violations of state law, including but not limited to Labor Code §§ 226, 226.7, 512,
11 1102.5, 1194, 1197, 1198, 2802, 6400, 6401, and 6403, Government Code § 12940 et seq.,
12 and the applicable Industrial Welfare Commission Wage Order.

13 88. Following and because of Plaintiff's protected disclosures, Defendants
14 suspended Plaintiff, revoked his access to MOVEGREEN's scheduling application, excluded
15 him from the gate and warehouse access codes, removed scheduled workdays from him,
16 blocked his access to his wage statements, threatened to withhold his pay and to cease
17 scheduling him, and constructively discharged him.

18 89. Plaintiff's protected disclosures were a contributing factor in the adverse
19 actions taken against him. Pursuant to Labor Code § 1102.6, Defendants bear the burden of
20 demonstrating by clear and convincing evidence that they would have taken the same actions
21 for legitimate, independent reasons.

22 90. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff
23 suffered and continues to suffer lost wages, lost employment benefits, emotional distress,
24 humiliation, anxiety, and other damages in an amount according to proof at trial.

25 91. Defendants acted intentionally, maliciously, oppressively, and/or with reckless
26 disregard for Plaintiff's protected rights, thereby entitling Plaintiff to recover punitive
27 damages according to proof at trial.

92. Pursuant to Labor Code § 1102.5(f), Defendants are liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of that section. Plaintiff is further entitled to recover reasonable attorneys' fees pursuant to Labor Code § 1102.5(j).

SIXTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310 AND 6311

(Against All Defendants)

93. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

94. California Labor Code § 6310 prohibits an employer from discharging or in any manner discriminating against any employee because the employee has made any oral or written complaint to the employer, or to a governmental agency having statutory responsibility for or assisting the employer with reference to employee safety or health, regarding unsafe working conditions or work practices.

95. California Labor Code § 6311 provides that no employee shall be laid off or discharged for refusing to perform work in the performance of which this code, any occupational safety or health standard, or any safety order of the division or standards board will be violated, where the violation would create a real and apparent hazard to the employee or his or her fellow employees.

96. Plaintiff made oral and written complaints to Defendants regarding unsafe working conditions and work practices, including that jobs were being performed in an unsafe manner on or about May 13, 2025; that two co-workers presented a risk of workplace violence; that Plaintiff had been physically assaulted at the workplace on June 18, 2025; that Defendants had refused to summon law enforcement or provide medical care; and that Plaintiff continued to fear for his physical safety at work.

97. Plaintiff also refused to continue performing work under conditions he reasonably believed created a real and apparent hazard to himself and his fellow employees.

98. Following and because of Plaintiff's safety complaints, Defendants suspended Plaintiff, accused Plaintiff of being the aggressor in the assault upon him, excluded Plaintiff

1 from the workplace access codes, removed his access to the scheduling application, stripped
2 him of scheduled workdays, threatened to withhold his pay, and constructively discharged
3 him.

4 99. Defendants' conduct violated Labor Code §§ 6310 and 6311.

5 100. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff
6 suffered and continues to suffer lost wages, lost employment benefits, emotional distress,
7 humiliation, anxiety, and other damages in an amount according to proof at trial. Pursuant to
8 Labor Code § 6310(b), Plaintiff is entitled to reinstatement and reimbursement for lost wages
9 and work benefits caused by the acts of Defendants.

10 101. Defendants acted intentionally, maliciously, oppressively, and/or with reckless
11 disregard for Plaintiff's protected rights, thereby entitling Plaintiff to recover punitive
12 damages according to proof at trial.

13 **SEVENTH CAUSE OF ACTION**

14 **WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC**
15 **POLICY**

16 **(Against All Defendants)**

17 102. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

19 103. California has substantial and fundamental public policies protecting
20 employees who exercise workplace rights guaranteed by the California Labor Code and the
21 Fair Employment and Housing Act, including the right to be paid for all hours worked, the
22 right to inspect wage and personnel records, the right to complain about unsafe working
23 conditions and workplace violence, the right to report and oppose unlawful harassment, and
24 the right to be free from retaliation for engaging in such protected conduct. Said public
25 policies are embodied in, among other provisions, Labor Code sections 98.6, 226, 232.5,
26 1102.5, 1194, 1197, 1198, 6310, 6311, 6400, and 6401, and Government Code sections 12940
27 and 12923, as well as Article I, Section 8 of the California Constitution.

28 104. Plaintiff engaged in protected activity as alleged throughout this Complaint,

1 including by complaining of workplace violence and unsafe working conditions, by reporting
2 the assault upon him, by reporting and objecting to sexual harassment by BENNETT, by
3 complaining about uncompensated mandatory training and untimely payment of wages, and
4 by demanding access to his wage statements and employment records.

5 105. In response, Defendants engaged in a deliberate course of conduct that
6 rendered Plaintiff's working conditions so intolerable that a reasonable person in Plaintiff's
7 position would have had no reasonable alternative except to resign. Defendants suspended
8 Plaintiff for reporting an assault upon him; refused to investigate or remedy the sexual
9 harassment he reported; locked Plaintiff out of the company's scheduling application and out
10 of its parking lot and warehouse; instructed other employees not to give Plaintiff the access
11 codes; removed his scheduled workdays; blocked his access to his wage statements; refused to
12 provide a workers' compensation claim form; threatened to withhold his pay; and permitted a
13 workplace-violence hazard to persist even after Plaintiff had been assaulted.

14 106. Defendants either intended to force Plaintiff to resign or knew of the
15 intolerable conditions and permitted them to continue.

16 107. Plaintiff's employment came to an end in or around July 2025. Plaintiff's
17 separation was a constructive discharge and was substantially motivated by Plaintiff's
18 protected conduct.

19 108. Defendants' constructive discharge of Plaintiff violated the fundamental public
20 policies of the State of California.

21 109. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff
22 suffered and continues to suffer lost wages, lost benefits, loss of earning capacity, emotional
23 distress, mental anguish, humiliation, and other general and special damages in an amount
24 according to proof at trial.

25 110. Defendants acted intentionally, maliciously, fraudulently, and/or oppressively,
26 thereby entitling Plaintiff to recover punitive damages according to proof at trial.

27 //

28 //

1 **EIGHTH CAUSE OF ACTION**

2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 **(Against All Defendants)**

4 111. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 110, inclusive, of this Complaint as though fully set forth herein.

6 112. Defendants' conduct toward Plaintiff, as alleged throughout this Complaint,
7 was extreme and outrageous and exceeded all bounds of that usually tolerated in a civilized
8 community.

9 113. That conduct includes, without limitation: sexually harassing Plaintiff by
10 placing an arm around his waist, calling him "baby boy," and patting him on the buttocks;
11 refusing to investigate, report, or remedy the harassment when Plaintiff reported it; accusing
12 Plaintiff of being the aggressor in an assault committed upon him; refusing to summon law
13 enforcement or to provide or authorize medical care for a visibly injured employee and
14 directing him instead to drive himself home in severe pain; suspending Plaintiff for reporting
15 the assault; refusing to provide Plaintiff with a workers' compensation claim form; changing
16 the workplace access codes and instructing other employees to conceal them from Plaintiff so
17 that he could not retrieve his own vehicle or use the restroom; revoking Plaintiff's access to
18 his own scheduling account and to his own wage statements; stripping Plaintiff of scheduled
19 workdays in order to interfere with his disability benefits; and threatening to withhold
20 Plaintiff's earned pay unless he performed work without compensation.

21 114. The foregoing conduct was outside the normal risks and conditions of the
22 employment relationship, was not a normal part of the employment relationship, and
23 contravened fundamental public policy. Accordingly, Plaintiff's claim is not barred by the
24 exclusive remedy provisions of the Workers' Compensation Act.

25 115. Defendants engaged in the foregoing conduct intentionally, or with reckless
26 disregard of the probability that Plaintiff would suffer severe emotional distress, and with
27 knowledge that Plaintiff was present and was particularly vulnerable by reason of his recent
28 physical injuries.

116. Plaintiff did in fact suffer severe emotional distress, including anxiety, nervousness, sleeplessness, humiliation, fear for his personal safety, and symptoms consistent with post-traumatic stress.

117. Defendants' conduct was a substantial factor in causing Plaintiff's severe emotional distress.

118. Plaintiff is informed and believes, and thereon alleges, that the conduct of Defendants' employees was authorized, ratified, and/or carried out by officers, directors, and/or managing agents of MOVEGREEN, and that MOVEGREEN is vicariously liable for that conduct.

119. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered general and special damages in an amount according to proof at trial. Defendants acted intentionally, maliciously, fraudulently, and/or oppressively, thereby entitling Plaintiff to recover punitive damages according to proof at trial.

NINTH CAUSE OF ACTION

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(Against All Defendants)

120. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 119, inclusive, of this Complaint as though fully set forth herein.

121. Defendants owed Plaintiff a duty of care, including the duty to refrain from conduct that they knew or should have known would cause Plaintiff severe emotional distress, and the duty not to engage in conduct that contravened fundamental public policy or exceeded the normal risks of the employment relationship.

122. Defendants breached that duty by engaging in the conduct alleged throughout this Complaint, including by failing to investigate or remedy reported sexual harassment, by retaliating against Plaintiff for reporting an assault and for asserting his statutory rights, by excluding Plaintiff from the workplace, and by threatening his earned wages.

123. It was reasonably foreseeable that Defendants' conduct would cause Plaintiff to suffer serious emotional distress.

124. Plaintiff did in fact suffer serious emotional distress, including anxiety, nervousness, sleeplessness, humiliation, and fear for his personal safety.

125. Defendants' conduct was a substantial factor in causing Plaintiff's serious emotional distress.

126. Because the conduct alleged herein contravened fundamental public policy and exceeded the normal risks and conditions of employment, Plaintiff's claim is not barred by the exclusive remedy provisions of the Workers' Compensation Act.

127. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered general and special damages in an amount according to proof at trial.

TENTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code sections 1194, 1194.2, 1197, 1197.1)

(Against All Defendants)

128. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 127, inclusive, of this Complaint as though fully set forth herein.

129. At all times relevant herein, Defendants were required to compensate their employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 9-2001, California Code of Regulations, Title 8, Section 11090.

130. For the three (3) years preceding the filing of this action, Defendants failed to compensate Plaintiff for all hours worked, including hours worked “off the clock” completing mandatory training that Defendants required as a condition of being paid and of continued scheduling.

131. Under the aforementioned wage order and regulations, Plaintiff is to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this Complaint.

132. Pursuant to Labor Code § 1194.2, Plaintiff is further entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid, plus interest thereon.

1 133. As a proximate result of the aforementioned violations, Plaintiff has been
2 damaged in an amount according to proof at time of trial, but in an amount in excess of the
3 jurisdiction of this Court.

4 134. Defendants' conduct described herein violates Labor Code Sections 512, 558,
5 1194, 1194.2, 1197, 1197.1, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512,
6 558, and 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all
7 hours worked, penalties, plus reasonable attorneys' fees and costs of suit.

8 135. Under this cause of action, Plaintiff prays for penalties due under the statutes
9 alleged along with any allowable interest, penalties, attorneys' fees, and costs which will equal
10 an amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

11 **ELEVENTH CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME**

13 **(California Industrial Welfare Commission Order 9-2001; California Code**
14 **of Regulations Title 8 Section 11090; California Labor Code section 510)**

15 **(Against All Defendants)**

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

18 137. Pursuant to Industrial Welfare Commission Order No. 9-2001, Cal. Code of
19 Regs., Title 8, Section 11090, for the period of Plaintiff's employment, Defendants were
20 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
21 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40)
22 hours in a week, and two (2) times the regular rate of pay for hours worked in excess of
23 twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive
24 work day in a week.

25 138. Plaintiff was a non-exempt employee entitled to the protections of the
26 California Industrial Welfare Commission Order No. 9-2001, California Code of Regulations,
27 Title 8, Section 11090.

1 139. Plaintiff worked more than eight (8) hours in a single workday, twelve (12)
2 hours in a single workday, and/or forty (40) hours in a single workweek on numerous
3 occasions. Plaintiff regularly worked shifts in excess of twelve (12) hours.

4 140. Plaintiff was entitled to the above overtime premiums.

5 141. Defendants did not pay Plaintiff premium wages of at least one and one-half
6 times Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did
7 not pay Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours
8 worked past twelve (12) in a day.

9 142. Plaintiff worked at least one pay period in which he was not properly paid
10 overtime within the three (3) years prior to the initiation of this lawsuit.

11 143. Because Defendants failed to record and compensate Plaintiff for all hours
12 worked, including "off the clock" training time, Plaintiff's recorded hours understate his
13 actual hours worked and his overtime compensation was correspondingly understated.

14 144. Defendants know or should know the actual dates of overtime worked, the
15 amount of overtime worked, and the amount of unpaid overtime due.

16 145. As a proximate result of Defendants' violations, Plaintiff has been damaged in
17 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
18 this Court.

19 146. Pursuant to California Labor Code Sections 218.6, 510, and 1194, and
20 California Code of Regulations, Title 8, Section 11090, Plaintiff is entitled to recover damages
21 for the nonpayment of overtime premiums for all overtime hours worked, penalties, interest,
22 plus reasonable attorneys' fees and costs of suit.

23 147. Under this cause of action, Plaintiff prays for penalties due under the statutes
24 alleged along with any allowable interest, penalties, attorneys' fees, and costs according to
25 proof at trial.

26 //

27 //

28 //

1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(California Labor Code section 226)**

4 **(Against All Defendants)**

5 148. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 147, inclusive, of this Complaint as though fully set forth herein.

7 149. Pursuant to California Labor Code Section 226, every employer must furnish
8 each employee an itemized statement of wages and deductions at the time of payment of
9 wages.

10 150. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
11 that accurately reflected all information required by Labor Code Section 226, including but
12 not limited to, gross wages earned, including overtime, minimum wages, and premium pay for
13 missed meal and rest breaks, net wages earned, total hours worked by the employee, all
14 applicable hourly rates in effect during the pay period, and all deductions. Therefore,
15 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
16 accordance with California Labor Code Section 226(a).

17 151. Defendants further violated Labor Code Section 226 by blocking Plaintiff's
18 access to his itemized wage statements on or about July 16, 2025, and restoring that access
19 only after Plaintiff complained and asserted his statutory rights.

20 152. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to
21 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
22 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
23 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
24 plus costs and reasonable attorneys' fees.

25 153. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
26 sustained damages, including loss of earnings, in an amount to be established at trial. As a
27 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
28 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs

1 and attorneys' fees pursuant to statute.

2 154. Under this cause of action, Plaintiff prays for penalties due under the statutes
3 alleged along with any allowable interest, penalties, attorneys' fees, and costs according to
4 proof at trial.

5 **THIRTEENTH CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

7 **(California Labor Code section 204)**

8 **(Against All Defendants)**

9 155. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 154, inclusive, of this Complaint as though fully set forth herein.

11 156. California Labor Code Section 204 establishes the fundamental right of all
12 employees in the State of California to be paid wages in a timely fashion for their work.

13 157. At all times relevant during the liability period, Defendants failed to pay
14 Plaintiff the full amount of all owed wages when due as required by California Labor Code
15 Section 204. Plaintiff complained to ALVARADO that he had not been paid on time.

16 158. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
17 informed, believes, and thereon alleges, that at all times relevant during the liability period,
18 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
19 including overtime hours, the minimum wage, and premium pay for missed meal and rest
20 breaks.

21 159. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
22 an amount, subject to proof, to the extent he was not paid all wages each pay period. The
23 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
24 directly from Defendants' records or indirectly based on information from Defendants'
25 records.

26 160. Under this cause of action, Plaintiff prays for penalties due under the statutes
27 alleged along with any allowable interest, penalties, attorneys' fees, and costs according to
28 proof at trial.

1 **FOURTEENTH CAUSE OF ACTION**

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

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

4 **(Against All Defendants)**

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

7 162. Pursuant to California Labor Code Section 201(a), an employer who discharges
8 an employee must immediately pay for all compensation due and owing.

9 163. Pursuant to California Labor Code Section 202, when an employee resigns, the
10 employer must pay all compensation due and owing within 72 hours of resignation, or on the
11 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

12 164. Pursuant to California Labor Code Section 203, if an employer willfully fails to
13 pay, without abatement or reduction, any wages of an employee whose employment ends, the
14 wages of the employee shall continue as a penalty from the due date at the same rate until paid
15 or until an action is commenced; however, the wages shall not continue for more than 30 days
16 for failure to pay an employee owed wages.

17 165. Plaintiff's employment with Defendants ended in or around July 2025 by way
18 of constructive discharge.

19 166. After Plaintiff's employment with Defendants ended, Defendants willfully
20 refused and continue to refuse to pay him his unpaid wages as required by Labor Code
21 Sections 201, 202, and 203.

22 167. Under this cause of action, Plaintiff also prays for attorneys' fees and costs
23 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
24 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

25 168. Under this cause of action, Plaintiff prays for penalties due under the statutes
26 alleged along with any allowable interest, penalties, attorneys' fees, and costs according to
27 proof at trial.

FIFTEENTH CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS
(Against All Defendants)

169. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 168, inclusive, of this Complaint as though fully set forth herein.

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

- a. Title 8 of the California Code of Regulations Section 11090(12)(A), 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. 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;
- b. Title 8 of the California Code of Regulations Section 11090(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this 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;
- c. Title 8 of the California Code of Regulations Section 11090(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) 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 work day that the rest period is not provided.

171. 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 California law. Plaintiff routinely worked shifts in excess of twelve (12) hours and on most days received no more than a single rest break, and his rest periods were frequently interrupted by work obligations.

172. 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, attorneys' fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

173. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorneys' fees as well as interest under Labor Code section 218.6.

SIXTEENTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Against All Defendants)

174. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 173, inclusive, of this Complaint as though fully set forth herein.

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

- a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;
- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall

1 pay the employee one (1) additional hour of pay at the employee's regular
2 rate of compensation for each workday that the meal period is not
3 provided;

4 c. California Industrial Welfare Commission Order No. 9 section 11(B), as
5 codified under Title 8 of the California Code of Regulations Section 11090,
6 which states that if an employer fails to provide an employee a meal period
7 in accordance with the applicable provisions of the Wage Order, the
8 employer shall pay the employee one (1) hour of pay at the employee's
9 regular rate of compensation for each workday that the meal period is not
10 provided;

11 d. California Industrial Welfare Commission Wage Order No. 9 Section
12 7(A)(3), as codified under Title 8 of the California Code of Regulations
13 Section 11090, which requires an employer to maintain records
14 documenting its employees' meal periods;

15 e. California Industrial Welfare Commission Wage Order No. 9 Section
16 20(A), as codified under Title 8 of the California Code of Regulations
17 Section 11090, which penalizes the employer \$50.00 for each initial
18 violation, per employee, of any provision of the Wage Order, and \$100.00
19 for each additional violation thereafter per employee; and

20 f. California Labor Code sections 1171 and 1173, which have given the
21 California Labor Commission jurisdiction to enact Wage Orders (such as
22 Wage Order no. 9) as enforceable law.

23 176. Plaintiff alleges that he was not authorized and permitted to take relieved meal
24 breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and
25 permitted to take a second relieved meal break after ten (10) hours of work, as required by
26 California law, notwithstanding that Plaintiff regularly worked shifts in excess of twelve (12)
27 hours. California Labor Code section 512(a) and California Industrial Welfare Commission
28 Order No. 9, as codified under California Code of Regulations Sections 11090 et seq., require

1 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
2 and that the meal period be at least 30 minutes in length, wherein the employee is relieved of
3 all work duty. California Labor Code section 226.7 provides that employers may not require
4 their employees to work through their meal periods. California Labor Code section 226.7 and
5 California Code of Regulations section 11090 require that if the employer fails to provide the
6 employee with an uninterrupted meal period, the employer must pay the employee one (1)
7 hour of pay for each work day that the meal period is not given.

8 177. Under this cause of action, Plaintiff prays for wages due to him under the
9 statutes, regulations, and wage orders alleged in this cause of action along with any allowable
10 interest, penalties, attorneys' fees and costs according to proof at trial.

11 178. Plaintiff also prays for Labor Code section 218.5 recovery of costs and
12 attorneys' fees as well as interest under Labor Code section 218.6.

13 **SEVENTEENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

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

16 **(Against All Defendants)**

17 179. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 178, inclusive, of this Complaint as though fully set forth herein.

19 180. Labor Code section 2802 provides that "[a]n employer shall indemnify his or
20 her employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties."

22 181. Beginning at least 3 years prior to the filing of this complaint, in order to
23 discharge his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in
24 the course of completing his job duties, which were not reimbursed by Defendants. These
25 expenses include, but are not limited to, the use of Plaintiff's personal tools for work.

26 182. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
27 interest and attorneys' fees and costs, under Labor Code sections 2800 and 2802.
28

EIGHTEENTH CAUSE OF ACTION
FAILURE TO PERMIT INSPECTION OF
PERSONNEL FILE AND PAYROLL RECORDS

(California Labor Code sections 226(b), 226(c), 226(f), 432, and 1198.5)

(Against All Defendants)

183. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 182, inclusive, of this Complaint as though fully set forth herein.

184. California Labor Code section 1198.5(a) entitles every current and former employee to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Section 1198.5(b) requires the employer to comply with that request as soon as practicable, but no later than 30 calendar days from the date the employer receives the written request.

185. California Labor Code sections 226(b) and 226(c) entitle a current or former employee to inspect or receive a copy of the records the employer is required to maintain under section 226(a), and require the employer to comply as soon as practicable, but no later than 21 calendar days from the date of the request.

186. California Labor Code section 432 entitles an employee who signs any instrument relating to obtaining or holding employment to receive a copy of that instrument upon request.

187. On or about June 23, 2026, Plaintiff, through counsel, served a written request upon Defendants for Plaintiff's payroll records, time records, personnel file, and all records signed by Plaintiff relating to obtaining or holding employment, pursuant to the foregoing statutes and the applicable Wage Order.

188. Defendants failed and refused to produce the requested records, failed and refused to make the records available for inspection, and failed to respond to the request in any manner within the statutory periods. Defendants' failure continues to the date of the filing of this Complaint.

189.

1 190. Pursuant to Labor Code sections 226(f) and 1198.5(k), Plaintiff is entitled to
2 recover a penalty of seven hundred fifty dollars (\$750) from Defendants for each failure, and
3 to injunctive relief compelling compliance, together with costs and reasonable attorneys' fees.

4 **NINETEENTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

6 **(Against All Defendants)**

7 191. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 189, inclusive, of this Complaint as though fully set forth herein.

9 192. By virtue of the foregoing statutes, regulations, and laws, the acts of
10 Defendants constitute unfair and unlawful business practices under California Business and
11 Professions Code Section 17200, et seq.

12 193. Defendants' violations of the California labor laws and the Labor Code
13 constitute a business practice because they were done repeatedly over a significant period of
14 time in a systematic manner that was detrimental to Plaintiff.

15 194. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
16 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
17 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200
18 et seq.

19 195. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
20 multiple damages as specifically provided in California Business and Professions Code
21 section 17200 et seq.

22 196. For the four years preceding the filing of this action, Plaintiff requests
23 restitution of all monies and profits to be disgorged from Defendants in an amount according
24 to proof at time of trial, but in excess of the jurisdiction of this Court.

25 //

26 //

27 //

28 //

1 **TWENTIETH CAUSE OF ACTION**

2 **PRIVATE ATTORNEY GENERAL ACT (“PAGA”)**

3 **(Representative Claim for PAGA penalties under California Labor Code sections 203,**
4 **226, 226.3, 226.7, 233, 246, 510, 512, 558, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 2800,**
5 **2802, and IWC Wage Order 9)**
6 **(Against Defendant MOVEGREEN, INC.)**

7 197. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 195, inclusive, of this Complaint as though fully set forth herein.

9 198. Pursuant to law, on June 23, 2026, Plaintiff provided the required written
10 notice to the Labor and Workforce Development Agency (“LWDA”) and to MOVEGREEN of
11 the specific provisions of the California Labor Code that MOVEGREEN has violated and
12 continues to violate, including the facts and theories to support the alleged violations. The
13 LWDA assigned the notice LWDA Case No. LWDA-CM-1186136-26.

14 199. Pursuant to Labor Code § 2699.3, no response was received from the LWDA
15 within 65 days of the postmark date of the above-alleged letter.

16 200. Plaintiff therefore has exhausted all administrative remedies required of him
17 under Labor Code §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of
18 action and pursue penalties in a representative action for MOVEGREEN’s violations of the
19 Labor Code.

20 201. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides
21 for a civil penalty to be assessed and collected by the LWDA or any of its departments,
22 divisions, commissions, boards, agencies, or employees for violation of the code may, as an
23 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
24 himself and other current or former employees pursuant to the procedures specified in Labor
25 Code § 2699.3.

26 202. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the
27 alleged violator and had the alleged violations committed against him, and therefore is
28 properly suited to represent the interests of himself and other current and former hourly, non-

1 exempt employees who worked for MOVEGREEN at any of its locations in the State of
2 California during the relevant PAGA Period.

3 203. Based on the acts alleged above, Plaintiff, on behalf of himself and others,
4 seeks penalties under Labor Code §§ 2698 and 2699 because of MOVEGREEN's violations
5 of numerous provisions of the Labor Code as alleged in this Complaint.

6 204. Labor Code § 2699 et seq. imposes penalties upon culpable employers for
7 violating the Labor Code.

8 205. Labor Code § 558 establishes a civil penalty as follows: Any employer or other
9 person acting on behalf of an employer who violates, or causes to be violated, a section of this
10 chapter or any provision regulating hours and days of work in any order of the Industrial
11 Welfare Commission (including the "Hours and Days of Work" section of the Wage Order)
12 shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each
13 underpaid employee for each pay period for which the employee was underpaid... (2) for each
14 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
15 period for which the employee was underpaid.

16 206. Plaintiff seeks penalties for MOVEGREEN's misconduct as alleged herein as
17 permitted by law, but only those penalties that are required to be shared with the LWDA as
18 Plaintiff is not seeking underpaid wages for Plaintiff or other aggrieved employees in this
19 specific cause of action under the Private Attorneys General Act.

20 207. Specifically, Plaintiff seeks penalties under Labor Code § 2699, for the
21 following:

22 208. Violations of Labor Code §§ 203, 226, 226.3, 226.7, 233, 246, 510, 512, 558,
23 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 2800, and 2802, and any other Labor Codes
24 violated based on the facts alleged in this Complaint along with IWC Wage Order 9.

25 209. Pursuant to Labor Code §§ 2698 et seq., Plaintiff seeks to recover attorneys'
26 fees, costs, and civil penalties on behalf of himself, and other current and former aggrieved
27 employees as alleged herein in an amount to be shown according to proof at trial and within
28 the jurisdictional limits of this Court.

PRAYER FOR RELIEF

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

1. For general and compensatory damages, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For lost wages and lost employment benefits, past and future, according to proof;
4. For loss of earning capacity, according to proof;
5. For damages for emotional distress, mental anguish, humiliation, and pain and suffering, according to proof;
6. For damages for wages, minimum wages, and overtime not paid to Plaintiff in an amount subject to proof at trial;
7. For liquidated damages pursuant to California Labor Code section 1194.2;
8. For premium wages pursuant to California Labor Code section 226.7 for each meal period and rest period not provided;
9. For statutory penalties pursuant to California Labor Code section 226(e);
10. For waiting time penalties pursuant to California Labor Code section 203;
11. For reimbursement of necessary business expenditures pursuant to California Labor Code sections 2800 and 2802;
12. For the statutory penalties and injunctive relief provided by California Labor Code sections 226(f) and 1198.5(k);
13. For reinstatement and reimbursement of lost wages and work benefits pursuant to California Labor Code section 6310(b);
14. For restitution and disgorgement of all monies and profits pursuant to California Business and Professions Code section 17200 et seq.;
15. For the imposition of civil penalties;
16. For maximum civil penalties available under Labor Code § 2699 against MOVEGREEN, INC. in a manner and amount authorized by that statute, as described more

1 particularly in the Complaint and representative PAGA claims;

2 17. For an award of punitive damages against Defendants according to proof;

3 18. For prejudgment and post-judgment interest, including pursuant to California
4 Labor Code sections 218.6 and 1194 and California Civil Code section 3287;

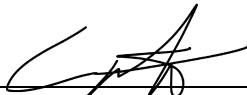
5 19. For all costs and disbursements incurred in this suit;

6 20. Reasonable attorneys' fees where available by law, including but not limited to,
7 pursuant to California Labor Code §§ 218.5, 226(e), 1102.5(j), 1194, 1198.5(k), 2699 et seq.,
8 and 2802, California Government Code § 12965(b), California Code of Civil Procedure §
9 1021.5, and/or other applicable laws; and

10 21. For such other and further relief as the Court deems just and proper.

11
12 DATED: August 27, 2026

MESSRELIAN LAW INC.

13
14 By  _____

15 Harout Messrelian, Esq.
16 Yervand Boyajyan, Esq.
17 Attorneys for Plaintiff
18 Leonardo Alvarez

19 **DEMAND FOR JURY TRIAL**

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

21
22 DATED: August 27, 2026

MESSRELIAN LAW INC.

23
24 By  _____

25 Harout Messrelian, Esq.
26 Yervand Boyajyan, Esq.
27 Attorneys for Plaintiff
28 Leonardo Alvarez