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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UNLIMITED JURISDICTION

DANIR GALVEZ, on behalf of himself and all other current and former non-exempt employees,

*Plaintiff*,

v.

SP PLUS LLC, a Delaware Limited Liability Company; JORGE NERIO, an individual; and DOES 1 through 50, inclusive,

*Defendants*.

Case No. 26STCV34565

**CLASS ACTION**

**COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly and Overtime Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Pay Vacation Wages (Lab. Code § 227.3);
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201–203);
8. Sexual Harassment in Violation of Gov. Code § 12940 *et seq.*;
9. Disability Discrimination in Violation of Gov. Code § 12940 *et seq.*;
10. Failure to Accommodate Disability in Violation of Gov. Code § 12940(m);
11. Failure to Engage in Interactive Process in Violation of Gov. Code § 12940(n);
12. Retaliation in Violation of Gov. Code § 12940(h);
13. Failure to Prevent Discrimination and

Harassment in Violation of Gov. Code § 12940(k);
14. Violation of Labor Code § 1102.5;
15. Wrongful Termination in Violation of Public Policy;
16. Intentional Infliction of Emotional Distress;
17. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
18. Civil Penalties (Lab. Code § 2698, *et seq.*)

**JURY TRIAL DEMANDED**

Plaintiff DANIR GALVEZ ("Plaintiff"), on behalf of himself and all other current and former non-exempt employees, complains and alleges as follows:

## INTRODUCTION

1. Plaintiff brings this action, on behalf of himself individually and on behalf of the classes defined below, against defendants SP PLUS LLC, a Delaware Limited Liability Company; JORGE NERIO, an individual; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code, the Fair Employment and Housing Act, and other California law. As set forth below, Plaintiff alleges that Defendants have

(1) sexually harassed Plaintiff;

(2) retaliated against Plaintiff for reporting harassment and/or discrimination;

(3) discriminated against Plaintiff based on disability;

(4) failed to reasonably accommodate Plaintiff's disability;

(5) failed to engage in the interactive process with Plaintiff;

(6) failed to prevent discrimination and/or harassment;

(7) wrongfully terminated Plaintiff in violation of public policy;

(8) retaliated against Plaintiff in violation of Labor Code § 1102.5;

(9) intentionally inflicted emotional distress on Plaintiff;

(10) failed to provide Plaintiff and all other similarly situated individuals with meal periods;

(11) failed to provide them with rest periods;

(12) failed to pay them premium wages for missed meal and/or rest periods;

(13) failed to pay them at least minimum wage for all hours worked;

(14) failed to pay them overtime wages at the correct rate;

(15) failed to pay them double time wages at the correct rate;

(16) failed to pay them for all vested vacation pay;

(17) failed to reimburse them for all necessary business expenses;

(18) failed to provide them with accurate written wage statements;

(19) failed to pay them all of their final wages following separation of employment; and

(20) engaged in unfair business practices.

Based on these alleged violations, Plaintiff now brings this action to recover damages and related relief on behalf of himself individually, and to recover unpaid wages, restitution, statutory penalties, and related relief on behalf of himself and all others similarly situated, and all other current and former non-exempt employees.

## JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction to hear this case because the unpaid wages, actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in LOS ANGELES COUNTY pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

## EXHAUSTION OF ADMINISTRATIVE REMEDIES

4. Prior to the initiation of this lawsuit, Plaintiff filed a complaint against each named defendant with the California Civil Rights Department (CRD) pursuant to California Government Code section 12900, *et seq.*, alleging the claims described in this complaint. On June 18, 2026, the CRD issued a "right to sue" letter. A true and correct copy of the administrative complaint and the "right to sue" letter is attached as Exhibit A. All conditions precedent to the institution of this lawsuit have been fulfilled. This action is filed within one year of the date that the CRD issued its right to sue letter.

## PARTIES

5. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges, that Defendant SP PLUS LLC, a Delaware Limited Liability Company is, and at all relevant times mentioned herein, a Delaware company doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant JORGE NERIO, is and at all relevant times mentioned herein remains, an individual residing in the State of California.

8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

## FACTUAL BACKGROUND

10. Plaintiff was hired by SP PLUS LLC in or around 2024 as a valet parking manager and worked at SP PLUS LLC's location at 9201 Sunset Boulevard in West Hollywood, California. Plaintiff was a hardworking and steadfast employee, who performed his job duties competently and efficiently, within the Defendants' rules, requirements, and policies.

11. Beginning in 2024, Defendant JORGE NERIO (hereinafter "JORGE"), a Morning Manager employed by SP PLUS LLC, subjected Plaintiff to a sustained, pervasive, and documented pattern of sexual harassment in the workplace. This harassment included but was not limited to the following specific conduct:

12. On multiple occasions throughout 2024, JORGE made sexually explicit comments about Plaintiff's body directed specifically at Plaintiff. On these occasions, JORGE used the Spanish

phrase "culito rico" which translates approximately as "sweet ass" or "delicious ass" in reference to Plaintiff's buttocks. These comments were sexually explicit, unwanted, and directed at Plaintiff.

13. On multiple occasions beginning in 2024, JORGE made comments to Plaintiff regarding Plaintiff's voice, referring to it as a "sexy voice" or a "girl voice."

14. Plaintiff reported JORGE's sexual harassment to Area Manager LUIS GOMEZ on multiple occasions. SP PLUS LLC failed to take corrective action, and JORGE's harassment of Plaintiff continued.

15. On or about December 4, 2025, while Plaintiff was performing his duties at SP PLUS LLC's workplace, JORGE committed a violent and unprovoked physical attack on Plaintiff. Specifically, JORGE deliberately and intentionally slammed a podium weighing approximately 120 pounds onto Plaintiff's foot, causing Plaintiff to sustain a severe foot injury. The physical attack was intentional, violent, and wholly unprovoked, constituting a criminal assault and battery in the workplace.

16. Following the attack Plaintiff immediately contacted law enforcement. Police officers responded to the scene and JORGE was arrested in connection with the December 4, 2025 attack on Plaintiff.

17. As a direct and proximate result of JORGE's violent attack Plaintiff sustained a severe foot injury requiring emergency medical treatment. Plaintiff was transported to the Emergency Room for evaluation and treatment of his foot injury and was required to leave work early due to the severity of the injury. Plaintiff's foot injury and its sequelae constitute a physical disability within the meaning of the California Fair Employment and Housing Act, Government Code § 12926(m), in that the injury affects Plaintiff's lower extremities and limits major life activities including standing, walking, and performing certain physical work functions.

18. Following the December 4, 2025, attack, Plaintiff reported the incident to Area Manager LUIS GOMEZ and to the Regional District Manager of SP PLUS LLC. Plaintiff completed a formal incident report documenting the attack by JORGE. Plaintiff was provided with workers' compensation information by SP PLUS LLC and retained a workers' compensation attorney in connection with the injuries sustained in the December 4, 2025, attack.

19. Between on or about December 5, 2025, and January 15, 2026, Plaintiff submitted formal accommodation paperwork to SP PLUS LLC requesting the following specific accommodations in connection with his workplace injury:

A. A reduced workload to allow Plaintiff to properly recover from the severe foot injury sustained in the December 4, 2025, attack. Plaintiff's treating physician specifically instructed Plaintiff that he was not to move, reflecting the severity of the foot injury and the medical necessity of limiting Plaintiff's physical activity during recovery;

B. That Plaintiff is not assigned to work with JORGE given that JORGE had criminally attacked Plaintiff, had been arrested, and remained employed by SP PLUS LLC, creating an objectively dangerous and intolerable situation for Plaintiff to be placed in proximity to his attacker.

20. In response to Plaintiff's accommodation requests, SP PLUS LLC transferred Plaintiff to a different work site. However, this transfer was not a meaningful accommodation, Plaintiff's job duties at the new site remained identical to his prior duties, and Plaintiff was still required to work overtime despite his physician's specific instruction that he was not to move.

21. SP PLUS LLC further failed to address Plaintiff's second accommodation request, that he not be assigned to work with JORGE. Despite Plaintiff's documented request and the extraordinary circumstances giving rise to it, SP PLUS LLC retained JORGE in its employ throughout December 2025 and January 2026 and ultimately assigned Plaintiff and JORGE to work together again in mid-January 2026 in direct violation of Plaintiff's documented accommodation request.

22. In or around December 2025, during the period immediately following the December 4, 2025, criminal attack and arrest, JORGE sent Plaintiff a text message stating "Merry Christmas Papi." This text message, sent by Plaintiff's attacker and harasser to his victim after the attack and arrest, was a continuation of the sexualized pattern of conduct JORGE had directed at Plaintiff throughout 2024.

23. In or around mid-January 2026, SP PLUS LLC assigned Plaintiff to work with

JORGE. This assignment was made in direct and explicit violation of Plaintiff's documented accommodation request that he not be assigned to work with JORGE and demonstrated SP PLUS LLC's complete disregard for both Plaintiff's documented accommodation request and his physical safety.

24. After Plaintiff was again assigned to work with JORGE, JORGE referred to Plaintiff as "papi" in a flirtatious manner. Plaintiff reported JORGE's conduct as sexual harassment to SP PLUS LLC's Human Resources representative, YAMIL CANAL, by text message. Human Resources responded that it would conduct an investigation.

25. On or about January 28, 2026, shortly after Plaintiff reported sexual harassment to Human Resources, less than two months after Plaintiff formally reported the workplace attack and retained a workers' compensation attorney, and while Plaintiff was still recovering from the foot injury caused by JORGE's December 4, 2025 assault, Area Manager LUIS GOMEZ and HR representative MARCO verbally informed Plaintiff that he was being "laid off." No reason was provided for the termination. No written termination notice was provided at the time of the verbal termination. Plaintiff received his final paycheck on January 28, 2026.

26. On or around January 28, 2026, Defendants terminated Plaintiff's employment for complaining about unlawful harassment and discrimination, for requesting accommodation of his disability, for reporting the December 4, 2025 physical attack to law enforcement and to SP PLUS LLC, and for exercising his rights under the FEHA.

## CLASS ALLEGATIONS

27. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure § 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

28. **Relevant Time Period**: The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

> **Hourly Employee Class**: All persons employed by Defendants whether directly or indirectly through any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the **Relevant Time Period**.

**Meal Period Sub-Class**: All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

**Rest Period Sub-Class**: All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.

**Wage Statement Penalties Sub-Class**: All **Hourly Employee Class** members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

**Waiting Time Penalties Sub-Class**: All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

**UCL Class**: All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

**Expense Reimbursement Class:** All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

**Vacation Pay Class**: All persons employed by Defendants in California who earned paid vacation days, including but not limited to, "Floating Holidays," without receiving compensation for each vested paid vacation day during the **Relevant Time Period**.

29. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity by further division into sub-classes and/or by limitation to particular issues.

30. **Numerosity**: The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number exceeds the minimum required for numerosity under California law.

31. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions that affect only individual class members. These common questions include, but are not limited to:

i. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;

ii. Whether Defendants maintained a policy or practice of failing to provide employees

with their rest periods;

iii. Whether Defendants failed to pay premium wages to class members when they have not been provided with required meal and/or rest periods;

iv. Whether Defendants failed to pay minimum and/or overtime wages to class members as a result of policies that fail to provide meal periods in accordance with California law;

v. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;

vi. Whether Defendants failed to provide proportionate accruals for vested vacation time for class members as required by California law;

vii. Whether Defendants subjected the vacation time and/or floating holidays they offer to class members to forfeiture;

viii. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;

ix. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;

x. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;

xi. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203;

xii. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition.

32. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

33. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in

that he has no interests that are adverse to or otherwise conflict with the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

34. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

35. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to prosecute their common claims simultaneously and efficiently in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

## GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

36. Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately 2024 through January 28, 2026.

### Off-the-Clock Work

37. Plaintiff and the putative class were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-clock work.

38. Plaintiff and the putative class regularly started work before their scheduled work hours and were not paid for this time. Plaintiff and the putative class were required to begin working, including parking cars, upon arriving at the worksite and before they clocked in. As a result, Plaintiff and the putative class regularly performed work before they clocked in for their

shifts.

39. Plaintiff and the putative class regularly performed work after their scheduled work hours and were not paid for this time. Plaintiff and the putative class were instructed to perform duties after they had already clocked out and were not paid for the time spent performing these additional duties.

40. In addition, when the company phone used for timekeeping was not working, Plaintiff and the putative class were required to report their hours to their manager, and those hours were not accurately recorded or paid.

41. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent working off-the-clock.

42. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-clock work.

43. As a result of Defendants' policies and practices, Plaintiff and the putative class were not paid for all hours worked.

**Missed Meal Periods**

44. Plaintiff and the putative class were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) chronically understaffing each work shift with not enough workers; and (2) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time.

45. Plaintiff and the putative class were required to clock out for their meal periods but were expected to continue working, including parking and retrieving vehicles, and were not relieved of all duty.

46. As a result of Defendants' policy, Plaintiff and the putative class were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours

worked due to complying with Defendants' productivity requirements that required Plaintiff and the putative class to work through their meal periods in order to complete their job duties without fail.

**Missed Rest Periods**

47. Plaintiff and the putative class were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) chronically understaffing each work shift with not enough workers; and (2) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time.

48. As a result of Defendants' policy, Plaintiff and the putative class were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the putative class to work through their rest periods in order to complete their tasks and duties.

**Vacation Pay**

49. Plaintiff and the putative class accrued vacation wages during their employment with Defendants.

50. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

51. At all relevant times, Defendants maintained policies that provide for the unlawful forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-Up Co.*, (1982) 31 Cal. 3d 774.

52. Plaintiff and the putative class are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the putative class were not paid all accrued vacation pay.

**Expense Reimbursement**

53. Plaintiff and the putative class members were required to utilize their own personal

cellphones to perform their job duties.

54. Plaintiff and the putative class members were not reimbursed for business expenses incurred in utilizing their personal devices for work.

55. Defendants failed to reimburse Plaintiff and the putative class for such necessary business expenses incurred by them.

**Wage Statements**

56. Plaintiff and the putative class were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

57. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

58. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

59. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

60. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

**FIRST CAUSE OF ACTION**

**FAILURE TO PROVIDE MEAL PERIODS**

**(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

**(Plaintiff and Meal Period Sub-Class)**

**(Against SP PLUS LLC)**

61. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

62. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order ("Wage Order").

63. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

64. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

65. Compensation for missed meal periods constitutes wages within the meaning of Labor Code § 200.

66. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the applicable Wage Order.

67. Section 11 of the applicable Wage Order states:

> "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked. An 'on duty' meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time."

68. At all relevant times, Plaintiff was not subject to a valid on-duty meal period agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class** members were not subject to valid on-duty meal period agreements with Defendants.

69. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for

each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

70. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-Class** members when they worked five (5) hours without clocking out for any meal period.

71. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-Class** members additional premium wages, and/or were not paid premium wages at the employees' regular rates of pay when required meal periods were not provided.

72. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and costs of suit.

73. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

**SECOND CAUSE OF ACTION**

**FAILURE TO PROVIDE REST PERIODS**

**(Lab. Code §§ 204, 223, 226.7 and 1198)**

**(Plaintiff and Rest Period Sub-Class)**

**(Against SP PLUS LLC)**

74. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

75. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

76. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

77. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-

exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

78. Compensation for missed rest periods constitutes wages within the meaning of Labor Code § 200.

79. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

80. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof, as required by the applicable Wage Order.

81. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class** members additional premium wages when required rest periods were not provided.

82. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and costs of suit.

83. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

## THIRD CAUSE OF ACTION

## FAILURE TO PAY HOURLY AND OVERTIME WAGES

**(Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198)**

**(Plaintiff and Hourly Employee Class)**

**(Against SP PLUS LLC)**

84. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

85. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

86. Section 2 of the applicable Wage Order defines "hours worked" as "the time during

which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

87. Section 4 of the applicable Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

88. Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum or overtime wage required under the applicable Wage Order.

89. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the underlying unpaid minimum wages and interest thereon.

90. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

91. Labor Code § 1197.1 provides that it is unlawful for any employer or any other person acting either individually or as an officer, agent, or employee of another person to pay an employee, or cause an employee to be paid, less than the applicable minimum wage.

92. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the applicable Wage Order.

93. Labor Code § 204 requires employers to pay non-exempt employees their earned wages for the normal work period at least twice during each calendar month on days the employer designates in advance and to pay non-exempt employees their earned wages for labor performed in excess of the normal work period by no later than the next regular payday.

94. Labor Code § 223 makes it unlawful for employers to pay their employees lower wages than required by contract or statute while purporting to pay them legal wages.

95. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay non-exempt employees overtime wages of no less than one and one-half times the employees' respective regular rates of pay for all hours worked in excess of eight hours in one workday, all

hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the seventh consecutive day of one workweek.

96. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to pay non-exempt employees overtime wages of no less than two times the employees' respective regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours worked in excess of eight hours on a seventh consecutive workday during the workweek.

97. Plaintiff is informed and believes that, at all relevant times, Defendants have applied centrally devised policies and practices to him and **Hourly Employee Class** members with respect to working conditions and compensation arrangements.

98. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours at statutory and/or agreed rates.

99. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly Employee Class** members all earned wages every pay period at the correct rates, including overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and **Hourly Employee Class** members to perform off-the-clock work.

100. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class** members have suffered damages in an amount subject to proof, to the extent they were not paid the full amount of wages earned during each pay period during the applicable limitations period, including overtime wages.

101. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and overtime wages, interest thereon, and costs of suit.

102. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

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**FOURTH CAUSE OF ACTION**

**FAILURE TO PAY VACATION WAGES**

**(Lab. Code § 227.3)**

**(Plaintiff and Vacation Pay Class)**

**(Against SP PLUS LLC)**

103. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

104. California Labor Code section 227.3 provides:

> Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.

105. At all relevant times during the applicable limitations period, Plaintiff and members of the **Vacation Pay Class** accrued vacation time during their employment with Defendants.

106. As a result of Defendants' vacation pay policies and practices, Plaintiff is informed and believes and thereon alleges that Defendants failed to pay him and **Vacation Pay Class** members all vested vacation wages.

107. By reason of the above, Plaintiff and the members of the **Vacation Pay Class** are entitled to recover all unpaid vested vacation wages due and owing to them within four (4) years of the date of the filing of the original Complaint until the date of entry of judgment.

108. Plaintiff, on behalf of himself and the members of the **Vacation Pay Class**, seeks interest thereon pursuant to California Labor Code section 218.6, costs and reasonable attorneys' fees pursuant to California Labor Code section 218.5, and reasonable attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

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**FIFTH CAUSE OF ACTION**

**FAILURE TO INDEMNIFY**

**(Lab. Code § 2802)**

**(Plaintiff and Expense Reimbursement Class)**

**(Against SP PLUS LLC)**

109. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

110. Labor Code section 2802(a) states:

> An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

111. At all relevant times during the applicable limitations period, Plaintiff and the **Expense Reimbursement Class** members incurred necessary business-related expenses and costs, including but not limited to, utilizing their personal cellphones.

112. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the discharge of their duties.

113. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all necessary business expenses incurred in the discharge of their duties.

114. At all relevant times during the applicable limitations period, Defendants required Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such expenditures.

115. Plaintiff is informed and believes that, during the applicable limitations period, Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense Reimbursement Class** members for all necessary business expenses.

116. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to restitution for all unpaid amounts due and owing within four years of the date of the filing of the

original Complaint and until the date of entry of judgment.

117. Plaintiff, on behalf of himself and **Expense Reimbursement Class** members, seeks interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

## SIXTH CAUSE OF ACTION

## FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

## (Lab. Code § 226)

## (Plaintiff and Wage Statement Penalties Sub-Class)

## (Against SP PLUS LLC)

118. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

119. Labor Code § 226(a) states:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

120. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the "detachable part of the check" provision and the "accurate itemized statement in writing" provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains the right to elect to receive a written paper stub or record and that those who are

provided with electronic wage statements retain the ability to easily access the information and convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006.)

121. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class** members with written wage statements as described above.

122. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage Statement Penalties Sub-Class** members with accurate written wage statements were intentional in that Defendants had the ability to provide them with accurate wage statements but had intentionally provided them with written wage statements that Defendants knew do not comply with Labor Code § 226(a).

123. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries, in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members' legal rights to receive accurate wage statements and have misled them about their actual rates of pay and wages earned. In addition, inaccurate information on their wage statements have prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amount of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the submission of inaccurate information about wages and deductions to federal and state government agencies.

124. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars ($50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred dollars ($100.00) for each subsequent pay period in which a violation of Labor Code § 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars ($4,000.00) per class member.

125. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

**SEVENTH CAUSE OF ACTION**

**FAILURE TO TIMELY PAY ALL FINAL WAGES**

**(Lab. Code §§ 201–203)**

**(Plaintiff and Waiting Time Penalties Sub-Class)**

**(Against SP PLUS LLC)**

126. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

127. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

128. At all relevant times, pursuant to Labor Code § 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

129. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages at the time of resignation.

130. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages within seventy-two (72) hours' of giving notice of resignation.

131. During the applicable limitations period, Defendants failed to pay Plaintiff all of his final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

132. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all of their final wages in accordance with the Labor Code.

133. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code §§ 201 or 202 by failing to timely pay them all final wages.

134. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members have been

willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those requirements.

135. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the respective dates that their final wages had first become due until paid, up to a maximum of thirty days, and interest thereon.

136. Pursuant to Labor Code § 218.5, Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

## EIGHTH CAUSE OF ACTION

## SEXUAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940 *ET SEQ*

**(Against All Defendants)**

137. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

138. The actions of Defendants, as described in this Complaint, constitute unlawful sexual harassment against Plaintiff.

139. Defendant JORGE NERIO personally engaged in the harassing conduct alleged herein and is personally liable to Plaintiff for such harassment pursuant to Government Code section 12940(j)(3). SP PLUS LLC is liable for JORGE NERIO's harassment because SP PLUS LLC, its agents, and/or its supervisors knew or should have known of the harassment and failed to take immediate and appropriate corrective action, as alleged herein.

140. The harassment by Defendants created a hostile, intimidating, and oppressive work environment for Plaintiff, whereby the conditions of his employment were adversely affected. Moreover, the harassment impeded Plaintiff's work performance and the enjoyment of his employment for Defendants.

141. Defendants' harassment and discrimination described in this Complaint violates the Fair Employment and Housing Act as promulgated in Government Code section 12940 *et seq*. and

other state and federal statutes that prohibit harassment and discrimination in employment, including the California Constitution and Civil Rights Act, as amended.

142. As a direct and proximate result of Defendants' harassment and discrimination, Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this Court, the exact amount to be proven at trial. Such damages include loss of salary and other valuable employment benefits, prejudgment interest and interest on the sum of damages at the legal rate, and other consequential damages, including damages for shame, humiliation, mental anguish, and emotional distress caused by the conduct of Defendants and each of them.

143. In addition, pursuant to Government Code section 12965(c)(6), Plaintiff is entitled to his attorneys' fees in prosecuting this lawsuit.

144. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified by Defendants' directors, officer and/or managing agents, acting with malice, oppression or fraud, or were deliberate, willful, and in conscious disregard of the probability of causing injury to Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive damages against Defendants, and each of them, in order to deter them from such and similar conduct in the future.

## NINTH CAUSE OF ACTION

## DISABILITY DISCRIMINATION IN VIOLATION OF GOV. CODE § 12940 *ET SEQ.*

**(Against SP PLUS LLC)**

145. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

146. At all times herein mentioned the FEHA, California Government Code section 12940, was in full force and effect. Under the FEHA, "It shall be an unlawful employment practice . . . [¶] (a) For an employer, because of . . . physical disability . . . to discharge the person from employment or . . . to discriminate against the person in compensation or in terms, conditions, or privileges of employment." Defendants violated this section by terminating Plaintiff because of his disability.

147. SP PLUS LLC was an employer within the meaning of the FEHA because it employed five or more persons.

148. Plaintiff was disabled for the purposes of the FEHA. This injury and medical condition limited his ability to perform a major life activity, including standing and walking. Moreover, Plaintiff had a record or history of his disability that was known to Defendants, thus independently constituting a disability under Cal. Gov. Code section 12926(m)(3). Furthermore, Defendants regarded and treated Plaintiff as having a disability. *See* Government Code section 12926(m)(4).

149. Plaintiff was subjected to an adverse employment action because of his disability. Plaintiff was fired on the basis of his severe foot injury. Defendants failed to accommodate Plaintiff's disability and unlawfully terminated him.

150. As a direct and proximate cause of Defendants' violation of the FEHA, Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial.

151. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety, all of which is substantial and enduring. The exact nature and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

152. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by managerial agents and employees of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendant, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

**TENTH CAUSE OF ACTION**

**FAILURE TO ACCOMMODATE DISABILITY**

**IN VIOLATION OF GOV. CODE § 12940(m)**

**(Against SP PLUS LLC)**

153. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

154. California Government Code section 12940(m) prohibits an employer from failing to make reasonable accommodations for known disabilities of employees. Defendants violated this section by failing to accommodate Plaintiff's known disabilities.

155. Plaintiff was disabled within the meaning of the FEHA, and Defendants knew of his disability.

156. Plaintiff was able to perform his essential job duties with reasonable accommodation.

157. Defendants did not make reasonable accommodations to Plaintiff, despite their ability to do so without suffering undue hardship; instead, Defendant failed to follow the requested accommodations.

158. Plaintiff believes, and on that basis alleges, that his disability was a motivating factor in Defendants terminating his employment.

159. As a direct and proximate cause of Defendants' violation of California Government Code section 12940(m), Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial.

160. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety, all of which is substantial and enduring. The exact nature and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

161. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by managerial agents and employees of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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**ELEVENTH CAUSE OF ACTION**

**FAILURE TO ENGAGE IN INTERACTIVE PROCESS**

**IN VIOLATION OF GOV. CODE § 12940(n)**

**(Against SP PLUS LLC)**

162. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

163. California Government Code section 12940(n) prohibits an employer from failing to engage in a timely, good-faith, interactive process to determine whether it would be possible to implement effective reasonable accommodations for employees with disabilities. Defendants violated this section by failing to engage in the interactive process with regard to Plaintiff's disabilities.

164. Plaintiff was disabled within the meaning of the FEHA, and Defendants knew of his disability.

165. Plaintiff was willing to participate in a good-faith, interactive process to determine whether reasonable accommodation could be made so that he could perform his essential job requirements. In fact, Plaintiff requested a reduced workload as instructed by his doctor.

166. By dismissing Plaintiff's reasonable requests, and later firing Plaintiff, Defendants failed to engage in the good-faith interactive process.

167. As a direct and proximate cause of Defendants' violation of California Government Code section 12940(n), Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial.

168. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety, all of which is substantial and enduring. The exact nature and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

169. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of

Plaintiff and were done by managerial agents and employees of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

**TWELFTH CAUSE OF ACTION**

**RETALIATION IN VIOLATION OF GOV. CODE §12940(h)**

**(Against SP PLUS LLC)**

170. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

171. At all times herein mentioned, FEHA, Government Code section 12940(h), was in full force and effect and binding on SP PLUS LLC. These statutes require Defendants to refrain from retaliating against Plaintiff.

172. Defendants' adverse actions against Plaintiff as described in this Complaint constitute unlawful retaliation against Plaintiff for requesting reasonable accommodation of his disability, and for complaining of sexual harassment to Defendants, in violation of Government Code sections 12940(h) and 12940(m)(2).

173. As a direct and proximate cause of Defendants' violation of California Government Code section 12940(h), Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial.

174. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety. The exact nature and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

175. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by managerial agents and employees of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

**THIRTEENTH CAUSE OF ACTION**

**FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

**IN VIOLATION OF GOV. CODE § 12940(k)**

**(Against SP PLUS LLC)**

176. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

177. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and binding on Defendants. These sections require Defendants to take reasonable steps to prevent discrimination, harassment, and retaliation from occurring.

178. As alleged herein, Plaintiff suffered unlawful harassment at the hands of Defendants.

179. Defendants, and each of them, failed to take all reasonable steps to prevent such harassment and discrimination in violation of Government Code section 12940(k).

180. Defendants failed to take appropriate and/or reasonable steps to train and/or monitor its employees, supervisors and/or managers regarding disability discrimination and sexual harassment by failing to enforce a policy against unlawful discrimination, and by failing to take prompt and appropriate disciplinary action against the perpetrators of discrimination.

181. As a direct and proximate result of Defendants' failure to take all reasonable steps to prevent harassment and discrimination, Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this Court, the exact amount to be proven at trial. Such damages include loss of salary and other valuable employment benefits, prejudgment interest and interest on the sum of damages at the legal rate, and other consequential damages, including damages for shame, humiliation, mental anguish, and emotional distress caused by the conduct of Defendants and each of them.

182. In addition, pursuant to Government Code section 12965(c)(6), Plaintiff is entitled to his attorneys' fees in prosecuting this lawsuit.

183. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified by Defendants' directors, officers and/or managing agents, acting with malice, oppression or fraud, or were deliberate, willful, and in conscious disregard of the probability of causing injury to

Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive damages against Defendants, and each of them, in order to deter them from such and similar conduct in the future.

**FOURTEENTH CAUSE OF ACTION**

**VIOLATION OF LABOR CODE § 1102.5**

**(Against SP PLUS LLC)**

184. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

185. Plaintiff attempted to disclose and remedy SP PLUS LLC's violations of Cal. Gov. Code section 12940 *et seq.,* governing discrimination, harassment, and retaliation. Plaintiff disclosed the violations to persons with authority over him, and to another employee who had authority to investigate, discover, or correct the violation or noncompliance. Plaintiff also reported JORGE NERIO's December 4, 2025 physical attack on Plaintiff to law enforcement and to SP PLUS LLC management, which Plaintiff had reasonable cause to believe violated state law, including Penal Code sections 240 and 242.

186. SP PLUS LLC violated Labor Code § 1102.5 by, inter alia:

a. Retaliating against Plaintiff for disclosing information to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, where Plaintiff had reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; and

b. Retaliating against Plaintiff for having exercised his rights as described in the foregoing subparagraph.

187. SP PLUS LLC resisted and opposed Plaintiff's attempts to disclose and remedy its violations of Cal. Gov. Code section 12940 et seq. Indeed, SP PLUS LLC retaliated against Plaintiff for disclosing SP PLUS LLC's violations and unlawful practices by terminating him.

188. Pursuant to Labor Code § 1102.5(f), Plaintiff seeks a civil penalty of up to ten

thousand dollars ($10,000.00) for each violation of Labor Code § 1102.5, to be awarded to Plaintiff. Pursuant to Labor Code § 1102.5(j), Plaintiff seeks reasonable attorneys' fees.

189. As a direct and proximate cause of Defendants' violation of Labor Code § 1102.5, Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial.

190. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety. The exact nature and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

191. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by managerial agents and employees of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

**FIFTEENTH CAUSE OF ACTION**

**WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

**(Against SP PLUS LLC)**

192. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

193. Plaintiff's termination was wrongful in that it violated the fundamental public policies of California that prohibit discrimination, harassment, and retaliation on the basis of: disability; and for complaining about sexual harassment, requesting accommodation of his disability, and reporting the December 4, 2025 physical attack, as discussed above.

194. Defendants discharged Plaintiff in violation of the aforementioned public policies, under:

a. California Government Code § 12940, *et seq.*;

b. California Government Code § 12940(m);

c. California Government Code § 12940(n);

d. California Government Code § 12940(h);

e. California Government Code § 12940(k); and

f. California Labor Code § 1102.5.

195. As a direct and proximate cause of his wrongful discharge, Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial.

196. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and continues to suffer actual, consequential, and incidental financial losses, including without limitation, loss of salary and benefits, emotional distress, humiliation, mental anguish, anger, and embarrassment, all in an amount subject to proof at the time of trial.

197. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by managerial agents and employees of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

## SIXTEENTH CAUSE OF ACTION

## INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

**(Against All Defendants)**

198. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

199. Defendants discriminatory, harassing, and retaliatory actions against Plaintiff constituted severe and outrageous misconduct and caused Plaintiff extreme emotional distress.

200. Defendant JORGE NERIO's sexual harassment of Plaintiff and his intentional and unprovoked physical attack on Plaintiff on December 4, 2025, in which he slammed a podium weighing approximately 120 pounds onto Plaintiff's foot, constituted extreme and outrageous conduct beyond all bounds of decency tolerated in a civilized community.

201. Defendants had the intention of causing and/or recklessly disregarded the probability

of causing emotional distress to Plaintiff and did, in fact, cause emotional distress to Plaintiff. Defendants' misconduct caused Plaintiff severe emotional distress, including, but not limited to, depression and anxiety.

202. As a proximate result of Defendants extreme and outrageous conduct, Plaintiff has suffered and will continue to suffer severe emotional distress. Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits as a result of being emotionally distressed.

203. As a proximate result of Defendants extreme and outrageous conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damages in a sum according to proof.

204. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by managerial agents and employees of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

**SEVENTEENTH CAUSE OF ACTION**

**UNFAIR COMPETITION**

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

**(Plaintiff and UCL Class)**

**(Against All Defendants)**

205. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

206. Business and Professions Code § 17200 defines "unfair competition" to include any unlawful business practice.

207. Business and Professions Code §§ 17203–17204 allow a person who has lost money or property as a result of unfair competition to bring a class action in accordance with Code of Civil Procedure § 382 to recover money or property that may have been acquired from similarly situated persons by means of unfair competition.

208. California law requires employers to pay hourly, non-exempt employees for all hours

they are permitted or suffered to work, including hours that the employer knows or reasonably should know that employees have worked.

209. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, FOURTEENTH, FIFTEENTH, AND SIXTEENTH causes of action herein.

210. Plaintiff lost money and/or property as a result of the aforementioned unfair competition.

211. Defendants have or may have acquired money by means of unfair competition.

212. Plaintiff is informed and believes and thereupon alleges that, by committing the Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216, 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by violating the Labor Code as alleged herein.

213. Defendants have committed criminal conduct through their policies and practices of, *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five or more hours, by failing to pay non-exempt employees for all hours worked, and by failing to reimburse them for all expenses.

214. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt employees and entitled to the full protections of both the Labor Code and the applicable Wage Order.

215. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes unfair competition within the meaning of Business and Professions Code section 17200 *et seq*. Business and Professions Code §§ 17200 *et seq.* protect against unfair competition and allow a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of himself and on behalf of similarly situated persons in a class-action proceeding.

216. As a result of Defendants' violations of the Labor Code during the applicable

limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

217. Plaintiff is informed and believes that other similarly situated persons have been subject to the same unlawful policies or practices of Defendants.

218. Due to the unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their legal obligations.

219. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act that violates, or is considered unlawful under, any other state or federal law.

220. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203, Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining Defendants, and each of them, and their agents and employees, from further violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an order permanently enjoining Defendants, and each of them, and their respective agents and employees, from further violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders.

221. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

222. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

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**EIGHTEENTH CAUSE OF ACTION**

**CIVIL PENALTIES**

**(Lab. Code §§ 2698 *et seq*.)**

**(Against SP PLUS, LLC)**

223. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

224. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

225. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

226. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

227. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

228. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198 and 2802, one hundred dollars ($100) for each employee per pay period for each initial violation and two hundred dollars ($200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

iii. For violations of Labor Code § 204, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars ($250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars ($1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars ($50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars ($100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars ($100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars ($250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and all other current and former non-exempt employees, prays for relief and judgment against Defendants as follows:

(1) An order that the action be certified as a class action;

(2) An order that Plaintiff be appointed class representative;

(3) An order that counsel for Plaintiff be appointed class counsel;

(4) For all compensatory damages in the form of consequential, and incidental damages, including but not limited to back pay, front pay, loss of earnings and employee benefits and damages for emotional distress, according to proof;

(5) For general and special damages, and interest thereon, according to proof;

(6) For punitive and exemplary damages according to proof;

(7) For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq., including disgorgement of profits resulting from Defendants' unlawful business acts and practices, according to proof;

(8) For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

(9) Unpaid wages;

(10) Actual damages;

(11) Liquidated damages;

(12) Declaratory relief;

(13) Pre-judgment interest;

(14) Statutory penalties;

(15) Costs of suit;

(16) Reasonable attorneys' fees; and

(17) Such other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himselfhimself and all other current and former non-exempt employees, hereby demands a jury trial on all issues so triable.

Dated: October 27, 2026

SETAREH LAW GROUP




SHAUN SETAREH
BRADLEY FAGNANI
DANTE BALDUCCI
Attorneys for Plaintiff
DANIR GALVEZ

# eSignature Details

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|---|---|
| **Signer ID:** | **mSBJq9ZMbvdLdmy4bHnwU5yE** |
| Signed by: | Shaun Setareh |
| Sent to email: | shaun@setarehlaw.com |
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| Signed at: | Oct 28 2026, 1:56 pm PDT |