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Case #26CV506082**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

FREDDY GONZALEZ, an individual, Plaintiff, vs. QUALITY CLEANING PROFESSIONALS, LLC, a limited liability company; and DOES 1 to 25, inclusive, Defendants.	CASE NO.: 26CV506082 COMPLAINT FOR DAMAGES AND CIVIL PENALTIES FOR: **1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;** **2) FAILURE TO PAY MINIMUM WAGES;** **3) FAILURE TO PAY OVERTIME;** **4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;** **5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;** **6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;** **7) FAILURE TO GIVE REST BREAKS;** **8) FAILURE TO GIVE MEAL BREAKS;** **9) FAILURE TO REIMBURSE BUSINESS EXPENSES;** **10) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200;** **11) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.);** **12) DISCRIMINATION ON THE BASIS OF NATIONAL ORIGIN, ANCESTRY, AND/OR RACE IN VIOLATION OF FEHA;**

)	**13) DISCRIMINATION ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA;**
)	**14) FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF FEHA;**
)	**15) FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA;**
)	**16) FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF FEHA;**
)	**17) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
)	
)	DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, FREDDY GONZALEZ (hereinafter "Plaintiff"), and alleges:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Santa Clara in this judicial district because Defendants QUALITY CLEANING PROFESSIONALS, LLC and DOES 1 to 25, inclusive, (collectively "Defendant(s)" or "QUALITY CLEANING") do business in the County of Santa Clara, because Plaintiff performed work for Defendants in the County of Santa Clara, including at correctional facilities in Milpitas and San Jose, and because Defendants' obligations and liabilities arise therein. Moreover, Plaintiff's damages sought herein exceed $35,000.

2. Plaintiff FREDDY GONZALEZ, also known as Freddy Armando Gonzalez Rivera, is a male resident of the City and County of San Francisco, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant QUALITY CLEANING PROFESSIONALS, LLC was and is a California limited liability company with its principal office in Elk Grove, California, doing business throughout the State of California, including in the County of Santa Clara, and which employed Plaintiff.

4. 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 in some manner responsible for the conduct alleged herein. 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. 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

5. Plaintiff started working for QUALITY CLEANING in or around June 2023. Plaintiff worked as a janitor, performing cleaning and floor waxing services, and was classified as an hourly, non-exempt employee. Plaintiff's latest rate of pay was $28.00 per hour for cleaning work, with floor waxing work at Department of Motor Vehicles ("DMV") facilities paid at $25.00 per hour. Plaintiff worked at various locations serviced by QUALITY CLEANING, including correctional facilities in Milpitas and San Jose, in the County of Santa Clara, DMV facilities, and job sites in and around Concord and Santa Rosa. Plaintiff's employment ended on or around June 16, 2026, when QUALITY CLEANING involuntarily terminated him.

6. It is Plaintiff's position that, due to personally suffering the below violations, Plaintiff may properly bring the following Labor Code violations on behalf of himself, the State of California, and all other current and former non-exempt, hourly employees who worked for QUALITY CLEANING anywhere in the State of California during the relevant PAGA period.

7. QUALITY CLEANING violated Labor Code §§ 1194, 1194.2, 1197, and 1197.1 because it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. QUALITY CLEANING did not maintain an accurate timekeeping system, as employees merely initialed a paper sign-in sheet to record their time, and QUALITY CLEANING rounded work hours and did not pay Plaintiff and others for all hours actually worked. In addition, QUALITY CLEANING failed to provide reporting time pay to Plaintiff and others. Plaintiff and others were also not paid for all time spent traveling between job sites for work purposes.

Moreover, because meal periods were interrupted while Plaintiff and others were "off the clock," and because Plaintiff and others had to work through their meal periods while "off the clock," Plaintiff and others were not paid for all hours worked, in violation of California's minimum wage laws.

8. Due to the above "off the clock" and rounding violations, QUALITY CLEANING also violated Labor Code § 510 because it failed to pay Plaintiff and other aggrieved employees overtime and double time compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff regularly worked overnight shifts from approximately 10:00 p.m. to 6:00 a.m. with no set schedule and was not paid any overtime compensation. Furthermore, QUALITY CLEANING paid Plaintiff and others at two or more hourly rates during the same pay period, including $28.00 per hour for cleaning work and $25.00 per hour for floor waxing work, and failed to use the weighted average regular rate of pay, inclusive of all hourly rates, bonuses, incentive payments, and/or shift differential payments, in calculating the correct overtime rate of pay. By way of example only, Plaintiff's wage statement for the pay period of September 20, 2025 through October 3, 2025 reflects 72 hours paid at $28.00 per hour and 12 hours paid at $25.00 per hour, and reflects no overtime hours or overtime pay. Additionally, said remuneration was not factored into employees' regular rate for purposes of receiving meal and rest period premiums. (Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858.)

9. QUALITY CLEANING also violated Labor Code § 226.7 and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001 because it failed to provide Plaintiff and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or major fraction thereof, throughout their employment. QUALITY CLEANING did not completely relieve Plaintiff and others of all duty during said rest periods, and did not pay Plaintiff and others one additional hour of pay at their regular rate of compensation for each workday that one or more statutory rest periods was not provided. Plaintiff did not always receive multiple rest breaks per shift, as rest breaks were not consistently authorized, permitted, or enforced, including due to workload and understaffing, and employees were not always relieved of all duties during rest periods. As such, the culture as well as the policies and procedures of

QUALITY CLEANING did not lend itself to employees receiving statutory rest breaks wherein they were relieved of all work duties.

10. QUALITY CLEANING violated Labor Code §§ 512 and 226.7 and IWC Wage Order No. 5-2001 because it failed to provide hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. QUALITY CLEANING did not completely relieve Plaintiff and other employees of all duty during said meal periods, and did not pay Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. On information and belief, meal breaks for Plaintiff and aggrieved employees would at times be late and after the fifth hour worked, or would be interrupted or cut short due to workload and understaffing. Receiving a consistent, thirty-minute, uninterrupted, and timely meal period was not enforced by QUALITY CLEANING, which tracked meal periods only by having employees initial a paper sheet. If QUALITY CLEANING had Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift in a day. If QUALITY CLEANING had Plaintiff sign an on-duty meal period agreement, it would be invalid and unenforceable because the nature of Plaintiff's job did not prevent him from taking a meal period and the company could have hired "breakers" to relieve Plaintiff of his job duties so that he could take a timely, uninterrupted meal period; moreover, any such agreement did not allow Plaintiff to revoke it. To the extent QUALITY CLEANING argues that employees received premium pay for missed, short, or late meal periods, "section 226.7 does not give employers a lawful choice between providing either meal and rest breaks or an additional hour of pay." (Kirby v. Immoos Fire Protection, Inc. (2012) 53 Cal.4th 1244, 1256.) Moreover, any meal or rest period premiums paid were not compensated at the weighted average regular rate of pay, inclusive of the multiple hourly rates paid to employees and any bonuses, incentive payments, and/or shift differential payments.

11. Furthermore, during the relevant time period, and due to the above Labor Code violations, QUALITY CLEANING failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code

section 204, including all compensation for minimum wage violations, overtime, and meal and rest period premiums. In fact, QUALITY CLEANING failed to timely pay Plaintiff all wages owed to him, including wages from a prior pay period that remained unpaid as of his termination.

12. QUALITY CLEANING also violated California Labor Code section 226(a) in that the wage statements issued to Plaintiff and other similarly situated aggrieved employees failed to comply with the statute in multiple respects, including but not limited to: (1) failing to state the complete and correct legal name of the employing entity, in that the wage statements identify the employer only as "Quality Cleaning Professionals" without any entity designation, in violation of Labor Code section 226(a)(8); and (2) failing to reflect any overtime hours worked or the corresponding overtime rates of pay despite the overtime worked by Plaintiff and others, in violation of Labor Code sections 226(a)(2) and 226(a)(9). QUALITY CLEANING further failed to include other pertinent information on the wage statements, including but not limited to, the correct hourly rates, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, and premium pay for missed meal and rest breaks. As such, QUALITY CLEANING did not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

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

14. QUALITY CLEANING also violated Labor Code §§ 201 and 203 because it willfully failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination or within 72 hours of resignation. When QUALITY CLEANING terminated Plaintiff on or around June 16, 2026, it still had not paid him all wages owed, including an earlier paycheck that had never been paid. These earned but unpaid wages also include compensation for all hours worked, including minimum wages, overtime compensation, and premium pay for missed meal and rest breaks.

15. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by QUALITY

CLEANING, including but not limited to the use of personal cell phones for work purposes, the use of personal vehicles for work-related travel, bridge tolls, cleaning supplies, and laundering expenses. Plaintiff used his own personal cell phone for work purposes at job sites. Plaintiff, who lived in San Francisco, was directed to travel to job sites in and around Concord and Santa Rosa and used his own personal vehicle to do so, which took approximately 45 minutes to one hour each way. In doing so, Plaintiff incurred approximately $643.00 in Bay Bridge tolls for work-related crossings, which QUALITY CLEANING never reimbursed. Plaintiff also purchased cleaning supplies and products with his own money and paid out of his own pocket to launder, at a laundromat, the towels used for cleaning at work. Accordingly, QUALITY CLEANING violated California Labor Code sections 2800 and 2802.

16. Furthermore, QUALITY CLEANING did not provide proper sick pay that was delineated on employee wage statements and failed to provide proper paid sick leave, in violation of Labor Code sections 233 and 246. QUALITY CLEANING also failed to provide suitable seating and proper rest facilities in violation of IWC Wage Order No. 5-2001.

17. Plaintiff is Salvadoran, and is of Central American national origin and ancestry. Throughout his employment, Plaintiff performed his job duties competently and never received any warnings, write-ups, or discipline of any kind.

18. Plaintiff is informed and believes, and thereon alleges, that QUALITY CLEANING engaged in a pattern of terminating its longer-tenured Central American and South American employees and replacing them with newly hired workers who, on information and belief, were predominantly of Mexican national origin. QUALITY CLEANING subjected the remaining Central American and South American employees, including Plaintiff, to heightened scrutiny, constantly checking up on them and monitoring what they were doing, and a newly hired supervisor yelled at and verbally abused personnel.

19. In or around 2024, Plaintiff developed a stress-related eye condition that caused his eye to become severely bloodshot and red. Plaintiff saw a doctor for the condition, who advised him that it was most likely caused by stress and recommended eyeglasses. QUALITY CLEANING was aware of Plaintiff's condition. Approximately one week later, rather than discussing any accommodation with Plaintiff, QUALITY CLEANING asked Plaintiff whether

he could work and told him that working was his own responsibility. QUALITY CLEANING required Plaintiff to continue working while sick and with his eye condition, without any accommodation, and never engaged in a timely, good-faith interactive process with him.

20. On or around June 16, 2026, QUALITY CLEANING terminated Plaintiff's employment, despite Plaintiff never having received any warnings, write-ups, or discipline of any kind. Plaintiff is informed and believes, and thereon alleges, that his national origin, ancestry, and/or race, and/or his disability, were substantial motivating reasons for QUALITY CLEANING's decision to terminate him.

21. As a result of Defendants' conduct, Plaintiff has suffered lost wages and benefits, stress, and emotional distress, among other damages.

22. Plaintiff has timely exhausted his administrative remedies as to all named Defendants with the California Civil Rights Department ("CRD"). On October 2, 2026, Plaintiff filed a complaint of employment discrimination with the CRD against Defendant QUALITY CLEANING PROFESSIONALS, LLC, CRD Matter No. 202610-37583102, alleging discrimination on the basis of ancestry, national origin, race, and disability, including termination and denial of accommodation for a disability. On October 2, 2026, the CRD issued Plaintiff a Notice of Case Closure and Right to Sue. This action is filed within one year of the date of the Right-to-Sue Notice.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 5-2001, California Code of Regulations Title 8 Section 11050, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

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

24. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations, Title 8, Section 11050.

25. For the three (3) years preceding filing of this action, Defendants failed to compensate Plaintiff for all hours worked.

26. 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.

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

28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

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

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named Defendants and all DOE defendants)

30. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title 8, Section 11050, subdivision 4.

32. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or

not required to do so..."

33. During his employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California IWC wage order(s).

34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

35. For all hours worked by Plaintiff for which he was paid less than the minimum wage rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 5-2001, California Code of Regulations Title 8 Section 11050)

(Plaintiff against all named Defendants and all DOE defendants)

37. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

38. Pursuant to Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve

(12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

39. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8, Section 11050.

40. Plaintiff worked more than eight (8) hours in a single workday, more than twelve (12) hours in a single day, or forty (40) hours in a single workweek on numerous occasions.

41. Plaintiff was entitled to the above overtime premiums.

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

43. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

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

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

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

47. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus reasonable attorney's fees and costs of suit.

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named Defendants and all DOE defendants)

49. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 48, inclusive, of this Complaint as though fully set forth herein.

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

51. Defendants knowingly and intentionally did not furnish Plaintiff with wage statements that accurately reflected all information required by Labor Code Section 226(a), including but not limited to, the complete and correct name of the legal entity that is the employer (the wage statements identify the employer only as "Quality Cleaning Professionals" without any entity designation), all hours worked, overtime hours worked and the corresponding overtime rates of pay, gross wages earned, net wages earned, and premium pay for missed meal and rest breaks. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

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

53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named Defendants and all DOE defendants)

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

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

57. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

58. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours and the minimum wage along with premiums for missed meal breaks and rest breaks.

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

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

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named Defendants and all DOE defendants)

61. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

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

63. Pursuant to California Labor Code Section 202, when an employee resigns, the

employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

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

65. After Defendants terminated Plaintiff's employment on or around June 16, 2026, Defendants willfully failed and continue to refuse to pay Plaintiff all of his earned and unpaid wages, including an earlier paycheck that was never paid, as required by Labor Code Sections 201 and 203.

66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named Defendants and all DOE defendants)

69. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

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

a. Title 8 of the California Code of Regulations Sections 11050(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 Sections 11050(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 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 sections 11050(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 employee's regular rate of compensation for each work day that the rest period is not provided.

71. 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.

72. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

74. Under this cause of action, Plaintiff prays for penalties due under the statutes

alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named Defendants and all DOE defendants)

75. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.

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

c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11050, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11050, which requires an employer to maintain records documenting its employees' meal periods;

e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as

codified under California Code of Regulations Section 11050, 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

f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5) as enforceable law.

77. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 5, as codified under California Code of Regulations Sections 11050 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11050 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

78. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all named Defendants and DOE Defendants)

81. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

82. Labor Code section 2802 provides that "[a]n 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."

83. Beginning at least three (3) years prior to the filing of this complaint, in order to discharge his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendants. These costs include, but are not limited to, the use of his personal cell phone for work purposes at job sites; the use of his personal vehicle to travel from San Francisco to job sites in and around Concord and Santa Rosa; bridge tolls for work-related crossings; cleaning supplies and products purchased with his own money; and laundromat costs to launder the towels used for cleaning at work. Plaintiff is entitled to reimbursement of these necessary expenditures, plus interest, and reasonable attorney's fees and costs pursuant to Labor Code Section 2802.

TENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff against All Named Defendants and all DOE 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. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitutes unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

86. Defendant's violations of the California labor laws and the Labor Code as well as FEHA constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and others.

87. For the four years preceding the filing of this action, Plaintiff has suffered damages and request damages and/or restitution of all monies and profits to be disgorged from

corporate defendant QUALITY CLEANING PROFESSIONALS, LLC in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

ELEVENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(Representative Claim for PAGA Penalties under California Labor Code Sections 201, 203, 204, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Order No. 5-2001)

(Plaintiff against all named defendants and all DOE defendants)

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

89. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. On July 27, 2026, Plaintiff filed written notice online with the Labor and Workforce Development Agency ("LWDA"), LWDA Case No. LWDA-CM-1193458-26, and paid the required filing fee, and on the same date sent the notice to Defendant by certified mail, of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

90. The LWDA did not provide notice of its intention to investigate the alleged violations within sixty-five (65) calendar days of the date of Plaintiff's notice.

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

92. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

93. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section

2699(c) because Plaintiff was employed by the alleged violator and personally suffered each of the violations alleged herein during the applicable period, and therefore is properly suited to represent the interests of himself, the State of California, and other current and former employees, including all current and former hourly, non-exempt employees who worked for QUALITY CLEANING in the State of California during the applicable PAGA period.

94. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties under California Labor Code sections 2698 and 2699 because of Defendant's violations of numerous provisions of the California Labor Code as alleged in this Complaint.

95. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants for violating the Labor Code.

96. Plaintiff seeks penalties for Defendant's misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking underpaid wages for himself or other employees under this specific PAGA cause of action.

97. Specifically, Plaintiff seeks penalties under California Labor Code section 2699 for violations of California Labor Code sections 201, 203, 204, 226(a), 226.3, 226.7, 233, 246, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Order No. 5-2001, based on the facts alleged in this Complaint.

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

TWELFTH CAUSE OF ACTION

DISCRIMINATION ON THE BASIS OF NATIONAL ORIGIN, ANCESTRY, AND/OR RACE IN VIOLATION OF FEHA

(California Government Code Sections 12900 et seq., 12940(a))

(Plaintiff against all named Defendants and all DOE Defendants)

99. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

100. Defendant and DOES 1 to 25, inclusive, are covered employers under California's Fair Employment and Housing Act.

101. Plaintiff was and is at all times relevant hereto an employee covered by Government Code section 12926(c).

102. Defendant was at all times relevant hereto an employer within the meaning of Government Code section 12926(d) and, as such, required by FEHA to take all reasonable steps to prevent discrimination and harassment from occurring and to ensure a workplace free from discrimination and harassment.

103. FEHA prohibits discrimination in all aspects of employment, including hiring, termination, and the terms and conditions of employment, based on race, color, national origin, or ancestry. (See Gov. Code, § 12940(a).)

104. As alleged above, Plaintiff, who is Salvadoran and of Central American national origin and ancestry, was subjected to heightened scrutiny and adverse treatment, and was ultimately terminated on or about June 16, 2026, despite never having received any warnings, write-ups, or discipline, as part of a pattern in which Defendants terminated longer-tenured Central American and South American employees and replaced them with newly hired workers. Plaintiff's national origin, ancestry, and/or race was a substantial motivating reason for Defendants' adverse treatment and termination of Plaintiff.

105. An employer who fails to remedy problems of which it has actual or constructive knowledge may be held liable for discrimination despite the existence of a formal policy against discrimination. (See Gov. Code, § 12940(k).)

106. As described above, Defendants discriminated against Plaintiff based on his national origin, ancestry, and/or race during Plaintiff's employment, including by terminating his employment.

107. In engaging in the aforementioned conduct, Defendant and DOES 1 to 25, inclusive, and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment practices in violation of the announced policy of this State against such practices. Furthermore, they failed to take immediate and appropriate corrective action to prevent this discrimination.

108. 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 the time of trial.

109. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which personnel decisions and company policies are made without regard to national origin, ancestry, or race, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

110. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this claim, in an amount to be proven at the time of trial.

THIRTEENTH CAUSE OF ACTION

DISCRIMINATION ON THE BASIS OF DISABILITY

IN VIOLATION OF FEHA

(Plaintiff against Defendants and all DOE Defendants)

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

112. Defendants and DOES 1 to 25, inclusive, are covered employers under California's Fair Employment and Housing Act.

113. California Government Code section 12926(m) has established a "broad definition" of physical disability: disability protections under the Fair Employment and Housing Act ("FEHA") even extend to "perceived" physical disabilities. Id. Under the law of this state, "working" is a major life activity. See section 12926.1(c).

114. Plaintiff's stress-related eye condition, as alleged above, qualifies as a physical disability and/or medical condition under FEHA, and/or Defendants regarded or treated Plaintiff

as having a disability, and Plaintiff was entitled to FEHA's protection.

115. Defendants knew of Plaintiff's disability and violated California Government Code section 12940 et seq. by discriminating against Plaintiff on the basis of his disability, including by requiring him to continue working without any accommodation and, on information and belief, by terminating his employment on or around June 16, 2026.

116. 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 the time of trial.

117. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which personnel decisions and company policies are made without regard to disability, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

118. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this Cause of Action, in an amount to be proven at the time of trial.

FOURTEENTH CAUSE OF ACTION

FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF FEHA

(Plaintiff against Defendants and all DOE Defendants)

119. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 118, inclusive, of this Complaint as though fully set forth herein.

120. California Government Code section 12940(m) provides that it is unlawful for an employer to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee.

121. Defendants failed to make reasonable accommodation for Plaintiff's known disability. Instead of accommodating Plaintiff after he developed a stress-related eye condition and sought medical treatment for it, Defendants told Plaintiff that working was his own responsibility and required him to continue working without any accommodation.

122. 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 the time of trial.

123. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to receive reasonable accommodations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

124. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this Cause of Action, in an amount to be proven at the time of trial.

FIFTEENTH CAUSE OF ACTION

FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA

(Plaintiff against Defendants and all DOE Defendants)

125. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 124, inclusive, of this Complaint as though fully set forth herein.

126. California Government Code section 12940(n) provides that it is unlawful for an employer to fail to engage in a timely, good faith, interactive process with an employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee with a known physical or mental disability or known medical

condition.

127. Defendants failed to engage in a timely, good faith, interactive process with Plaintiff to determine effective reasonable accommodations for Plaintiff's known disability. Rather than engaging in any dialogue with Plaintiff regarding accommodations, Defendants told Plaintiff that working was his own responsibility and required him to keep working.

128. 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 the time of trial.

129. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to engage in the interactive process and receive reasonable accommodations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

130. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this Cause of Action, in an amount to be proven at the time of trial.

SIXTEENTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION

IN VIOLATION OF FEHA

(Plaintiff against All Named Defendants and all DOE Defendants)

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

132. At all times herein mentioned, FEHA, California Government Code section 12940(k), was in full force and effect and was binding on Defendants. This statute states that it is an unlawful employment practice in California for an employer to "fail to take all reasonable

steps necessary to prevent discrimination and harassment from occurring."

133. As alleged above, Plaintiff was subjected to discrimination on the basis of his national origin, ancestry, race, and disability.

134. Defendants failed to take all reasonable steps necessary to prevent discrimination. In addition, Defendants failed to remedy such discrimination when they knew or should have known that it was occurring. Defendants further failed to train, supervise, and monitor their employees and agents.

135. The failure of Defendants to prevent discrimination created and encouraged an environment where such discrimination was condoned, encouraged, tolerated, sanctioned, and/or ratified.

136. 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.

137. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of discrimination, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

138. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this claim, in an amount to be proven at trial.

SEVENTEENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Plaintiff Against Defendants and all DOE Defendants)

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

140. At all times during his employment with Defendants, Plaintiff performed his

duties with the utmost diligence and competence.

141. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and actions to treat him differently and ultimately terminate him, as alleged herein, were motivated by Plaintiff's national origin, ancestry, and/or race, and/or by his disability, thereby denying Plaintiff the opportunity to work in an environment free of discrimination.

142. The employment of Plaintiff was wrongfully terminated on or around June 16, 2026, in violation of the fundamental public policy of the State of California prohibiting discrimination against an employee on account of national origin, ancestry, race, and disability. Said conduct violated statutory and constitutional expressions of public policy including FEHA, California Government Code section 12940 et seq., and the California Constitution, Article I, section 8.

143. As set forth above, said actions by Defendants were wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its laws, objectives and policies. Said statutes and constitutional expressions of public policy include, but are not limited to, FEHA, California Government Code section 12940 et seq, and the California Constitution, Article I, section 8. These laws inure to the benefit of the public at large, and not just the private interests of the employers and employees whom they govern or protect.

144. 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.

145. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of discrimination based on national origin, ancestry, race, and disability, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

PRAYER FOR RELIEF

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

1. For general and compensatory damages, including lost past and future wages, lost employment benefits, and loss of earning capacity, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For emotional distress damages according to proof;
4. For unpaid wages, including minimum wages and overtime compensation, and liquidated damages pursuant to Labor Code section 1194.2, in an amount subject to proof at trial;
5. For one hour of pay at the regular rate of compensation for each workday that a compliant rest period was not provided;
6. For one hour of pay at the regular rate of compensation for each workday that a compliant meal period was not provided;
7. For damages and penalties under Labor Code sections 203, 204, 210, and 226 in an amount subject to proof at trial;
8. For reimbursement of all necessary business expenditures under Labor Code sections 2800 and 2802, with interest;
9. For restitution and disgorgement for all unfair business practices by Defendants in an amount according to proof;
10. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code sections 17200, et seq.;
11. For civil penalties under Labor Code section 2699 on behalf of Plaintiff, the State of California, and all other aggrieved employees, in the manner and amount authorized by statute;
12. For punitive damages against Defendants pursuant to Civil Code section 3294 on the FEHA and wrongful termination causes of action, according to proof;
13. For pre-judgment and post-judgment interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. For reasonable attorney's fees where available by law, including but not limited to, pursuant to Government Code section 12965, Labor Code sections 218.5, 226(e), 1194, 2699, and 2802, Code of Civil Procedure section 1021.5, and/or other applicable laws;

and

16. For such other and further relief as this Court may deem proper.

DATED: October 15, 2026 **MESSRELIAN LAW INC.**

By: 
Virginia Hazarian, Esq.
Harout Messrelian, Esq.
Attorneys for Plaintiff FREDDY GONZALEZ

DEMAND FOR JURY TRIAL

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

DATED: October 15, 2026 **MESSRELIAN LAW INC.**

By: 
Virginia Hazarian, Esq.
Harout Messrelian, Esq.
Attorneys for Plaintiff FREDDY GONZALEZ