

1 **MESSRELIAN LAW INC.**
2 Harout Messrelian, Esq. (272020)
3 500 N. Central Ave., Suite 840
4 Glendale, California 91203
5 Telephone: (818) 484-6531
6 Facsimile: (818) 956-1983

7 Attorneys for Plaintiff Walter Sanchez

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 15 2024

BY *Abrianna Rodriguez*
ABRIANNA RODRIGUEZ, DEPUTY

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN BERNARDINO

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12
13 WALTER SANCHEZ,

14 Plaintiff,

15 vs.

16 CULICHITOWN MANAGEMENT
17 GROUP, INC.; RAMON MISAEL
18 GUERRERO ELENES; and DOES 1 to 25,
19 inclusive,

20 Defendants.

) CASE NO.:
) **CIV SB 2415302**

) COMPLAINT FOR DAMAGES 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 PROVIDE REST
) BREAKS;
) 8) FAILURE TO PROVIDE MEAL
) BREAKS;
) 9) FAILURE TO REIMBURSE
) BUSINESS EXPENSES;
) 10) PRIVATE ATTORNEYS GENERAL
) ACT ("PAGA")
) 11) RETALIATION IN VIOLATION OF
) LABOR CODE SECTION 1102.5;
) 12) WRONGFUL TERMINATION IN
) VIOLATION OF PUBLIC POLICY;
) 13) SEXUAL HARASSMENT IN
) VIOLATION OF FAIR
) EMPLOYMENT AND HOUSING
) ACT ("FEHA");
) 14) VIOLATION OF BUSINESS AND
) PROFESSIONS CODE SECTION

1) 17200.
2)
3)
4)
5)

JURY TRIAL DEMANDED

6 COMES NOW Plaintiff, WALTER SANCHEZ (hereinafter "Plaintiff"), and alleges as
7 follows:
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9 **PARTIES, JURISDICTION, and VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of San Bernardino in this judicial district because Defendants CULICHITOWN
12 MANAGEMENT GROUP, INC.; RAMON MISAEEL GUERRERO ELENES; and DOES 1 to
13 25, inclusive (hereinafter collectively "CMG" or "Defendant(s)") do business in the County of
14 San Bernardino, and because Defendants' obligations and liabilities arise therein, and because
15 the work that was performed by Plaintiff in the County of San Bernardino is the subject of this
16 action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

17 2. Plaintiff is a male resident of the County of San Bernardino, State of California.

18 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
19 CULICHITOWN MANAGEMENT GROUP, INC is a California corporation, doing business
20 in the County of San Bernardino, State of California, and which employed Plaintiff.

21 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
22 RAMON MISAEEL GUERRERO ELENES is a male resident of the County of San Bernardino,
23 State of California, and the owner, managing agent, and/or director of CULICHITOWN
24 MANAGEMENT GROUP, INC. RAMON MISAEEL GUERRERO ELENES is being included
25 in this lawsuit pursuant to Labor Code Section 558.1 in that he was and is involved in the day-
26 to-day operations of the business, including payroll practices and policies, and as such,
27 controlled the hours, wages, and/or working conditions of Plaintiff and other hourly, non-
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1 exempt employees. Defendants CULICHITOWN MANAGEMENT GROUP INC. and
2 RAMON MISAELE GUERRERO ELENES are collectively referred to herein as
3 "Defendant(s)" (unless otherwise noted) or "CMG".

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

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

16 **GENERAL ALLEGATIONS**

17 7. Plaintiff's employment with CMG started several years ago in the
18 purchasing/distribution department. Plaintiff's employment ended on or around January 2024.
19 During his employment tenure, Plaintiff was classified as an hourly, non-exempt employee.
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21 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
22 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
23 Security Services USA, Inc., an onsite security provider. After about a year of employment,
24 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
25 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
26 termination of employment and weekly payment of wages to temporary employees. The trial
27 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
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1 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
2 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
3 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
4 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
5 PAGA representative to sue for violations that the representative has personally suffered. The
6 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
7 and others. The statute also states that an “aggrieved employee” is “any person who was
8 employed by the alleged violator and against whom one or more of the alleged violations was
9 committed.” Because at least one of the violations that Huff had alleged had affected him
10 personally, the Court of Appeal denied Securitas’ motion.

11 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
12 other employees, it allows for suits broader than the specific violations the named employee
13 experienced. Therefore, even if the employee did not personally experience the Labor Code
14 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
15 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
16 other employees, including ALL hourly, non-exempt employees and those employees who
17 were improperly classified as 1099 independent contractors and who worked for CMG in the
18 State of California during the relevant PAGA period.

19 10. It is Plaintiff’s position that CMG has violated the following Labor Code Sections against
20 Plaintiff and other similarly situated aggrieved employees, who include all non-exempt, hourly
21 employees and those misclassified as independent contractors who worked for CMG in the State
22 of California during the relevant PAGA period.

23 11. CMG violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay
24 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the
25 statutory minimum wage for all hours worked and for “off the clock” work. This is so for various
26 reasons, including the fact that Plaintiff was not compensated whatsoever for his time in
27 responding to messages and calls on a company phone specifically for after hours. Plaintiff was
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1 not compensated at all for this time in violation of California's minimum wage laws and
2 management/ownership was unequivocally aware of the latter based on providing Plaintiff with
3 a company phone and directing him to answer calls/messages, even outside of work hours.
4 Furthermore, the company had a policy and practice of "time shaving" and rounding down work
5 hours, which is akin to a minimum wage violation in that Plaintiff and others were not paid for
6 all hours worked. Moreover, and to the extent that Plaintiff and others worked through meal
7 periods, they were not compensated for this time, which is akin to a minimum wage violation.

8 12. Due to the above violations, and specifically the "off the clock" work, CMG also violated
9 Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees overtime and
10 double time compensation, even though they worked and/or were under the control of the
11 employer for more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout
12 their employment. Plaintiff's and other aggrieved employees' actual work hours and "on call"
13 time entitled them to overtime compensation, however, CMG did not compensate its hourly,
14 non-exempt employees with the proper and correct overtime as a matter of company policy.
15 Furthermore, CMG failed to include bonuses/incentive payments in calculating employees'
16 regular rate of pay for use in deciphering the correct overtime rate of pay. Additionally, the
17 incentive and bonus payments were also not factored into employees' regular rate for purposes
18 of receiving meal and rest break premiums per the Ferra v. Loews case.

19 13. CMG also violated Labor Code § 226.7 and the appropriate Industrial Welfare
20 Commission Wage Order no. 1/4/7 because it failed to provide Plaintiff and other similarly
21 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
22 majority portion thereof, throughout their employment. CMG did not completely relieve
23 Plaintiff and others of all duty during said rest periods. CMG did not pay to Plaintiff and others
24 one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one
25 or more statutory rest periods was not provided. It was not part of the company policy for
26 employees such as Plaintiff to take two 10-minute, uninterrupted rest breaks throughout their
27 shift. In fact, Plaintiff and others normally would not receive any type of rest breaks due to being
28 understaffed and too busy with work obligations. The concept of rest breaks was not fully and

1 consistently implemented as it was not company policy. As such, Plaintiff did not take statutory
2 rest breaks during his employment. As such, the culture as well as the policies and procedures
3 of CMG did not lend itself to the employees receiving consistent statutory rest breaks wherein
4 they were relieved of all work duties. The environment at CMG was not conducive to receiving
5 multiple statutory rest breaks under California law and timely, statutory rest breaks were not
6 authorized or enforced.

7 14. CMG violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare
8 Commission Wage Order no. 1/4/7 because it failed to provide hourly, non-exempt employees,
9 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
10 (5) hours of work throughout their employment. CMG did not completely relieve Plaintiff and
11 other employees of all duty during said meal periods. CMG did not pay to Plaintiff and its
12 hourly, non-exempt employees one additional hour of pay at their regular rate of compensation
13 for each workday that one or more statutory meal periods was not provided. Plaintiff did not
14 consistently receive uninterrupted and timely meal breaks during his employment tenure. In fact,
15 Plaintiff's meal breaks would often be late and after the 5th hour worked or they would be
16 interrupted with management asking him questions during lunch. Furthermore, Plaintiff would
17 often work through his meal break. When Plaintiff would not receive his meal breaks, HR would
18 force Plaintiff to sign something stating that he took his lunch break even though he did not. Like
19 the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the
20 company culture and was not enforced by CMG. Consequently, it was the normal practice and
21 custom of CMG not to authorize, permit, and enforce timely statutory meal periods. If CMG had
22 Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and
23 others generally worked more than a 6-hour shift in a day. If CMG had Plaintiff sign an on-duty
24 meal period agreement wherein Plaintiff agreed to work through the meal periods, it would be
25 invalid and unenforceable because the nature of Plaintiff's job does not and did not prevent him
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1 from taking a meal period and the company could have hired “breakers” to relieve Plaintiff of
2 his duties so that he can actually take a timely, uninterrupted meal period. Moreover, any such
3 “on duty” meal period agreement did not allow for Plaintiff to revoke such an agreement even if
4 it was signed. As such, Plaintiff and others did not receive statutory, timely meal periods during
5 their employment. If CMG argues that Plaintiff and others were paid for taking their meal breaks
6 since they were on the clock, the latter would still constitute an injury to Plaintiff and others
7 because they were not able to take an uninterrupted break wherein they can rest, eat, and are
8 relieved of all duties. To the extent that CMG argues that employees receive meal break premium
9 pay for missed, short, or late meal periods, that argument is inconsequential for PAGA penalty
10 purposes since the PAGA penalties are for the violations themselves, irrespective of whether an
11 employee received the premium payment for a missed, short, or interrupted meal period.
12 In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give
13 employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour
14 of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in
15 original). Thus, the extra hour of pay does not excuse the violation; the employer has still
16 committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S.*
17 *Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment
18 and culture at CMG was not conducive to receiving consistent, timely, statutory meal breaks
19 under California law. Moreover, any meal or rest break premiums paid were not compensated at
20 the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as
21 overtime compensation.

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25 15. Furthermore, during the relevant time period, and due to the above labor code violations,
26 CMG failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to
27 them within any time period specified by California Labor Code section 204. CMG was also in
28 violation of California Labor Code section 226(a) by failing to include pertinent information on

1 the wage statements, including but not limited to, the correct hourly rate, all hours worked,
2 overtime hours worked, all earned tips, correct overtime pay, gross wages earned, net wages
3 earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end of
4 the pay period, all employee identifying information, the correct and complete name and address
5 of the legal employer, and reimbursement for business expenses, among others. As such, CMG
6 did not provide Plaintiff and other similarly situated aggrieved employees with complete,
7 accurate itemized wage statements.

8 16. During the relevant time period, CMG also failed to keep accurate and complete payroll
9 records showing the actual hours worked per day (including meal periods) and the wages paid
10 to Plaintiff and others pursuant to California Labor Code sections 1174(d).

11 17. CMG also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
12 similarly situated aggrieved employees earned and due wages upon separation of employment,
13 either immediately upon involuntary termination, or within 72 hours of resignation. These earned
14 but unpaid wages include compensation for all hours worked, including minimum wages,
15 overtime compensation, and premium pay for missed meal and rest breaks.

16 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
17 necessary, business-related expenses and costs that were not reimbursed by CMG. These costs
18 include, but are not limited to, use of personal cell phones for work purposes to effectuate job
19 duties as well as use of personal vehicle for work purposes. In terms of Plaintiff's personal cell
20 phone, the company provided the number to the chefs so that the chefs would contact Plaintiff
21 with work-related issues and questions. Moreover, Plaintiff utilized his personal vehicle for work
22 purposes when the company car was not available but was not reimbursed for mileage.
23 Accordingly, CMG was in violation of California Labor Code sections 2800 and 2802.

24 19. Furthermore, CMG did not provide for any sick pay that was also delineated on employee
25 pay stubs and also failed to provide proper sick leave in violation of Labor Code sections 233
26 and 246. Moreover, CMG failed to provide worker's compensation in contravention of Labor
27 Code section 3700.5. In addition, there no suitable seating and no suitable rest facilities/area for
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1 the employees.

2 20. Furthermore, Plaintiff would have individual claims for retaliation pursuant to Labor
3 Code section 1102.5 and wrongful termination in violation of public policy in that Plaintiff was
4 wrongfully terminated and retaliated against after complaining of illegal conduct at the
5 workplace, including complaining about the company not having certifications and licenses to
6 cut meat in the warehouse and to manufacture/make sauces at the warehouse. Moreover, Plaintiff
7 and others were threatened to be fired if they left the door to the warehouse open in case someone
8 reported the company to the health department (especially since the warehouse had rats). In
9 response to the complaints about the lack of certification and illegal conduct, the owner of the
10 company told Plaintiff to not worry about it and that if an inspector showed up, to entertain the
11 inspector, take all the machines outside and put the machines in one of their vans. Apparently,
12 the company had done something similar with another inspector.

14 21. Furthermore, and during his employment tenure, Plaintiff was sexually harassed in
15 violation of the Fair Employment and Housing Act (FEHA) by the director, who was considered
16 Plaintiff's supervisor and had the ability to control Plaintiff's work and the ability to discipline
17 or fire Plaintiff. The director explicitly told Plaintiff that if Plaintiff wanted to make more money
18 or drive a "Range Rover", then Plaintiff would have to sleep with the director. In addition, the
19 director would often detail his sex life with his partner, which made Plaintiff extremely
20 uncomfortable. Moreover, the director would tell Plaintiff to sit on his lap and to sit on his penis.
21 What is even more telling is that the director would make these comments in front of Human
22 Resources and would tell Human Resources that Plaintiff "goes both ways" and is "dirty like
23 that". The sexual harassing comments took place daily as it was every time the director would
24 see Plaintiff.

25 22. It is also important to note that Plaintiff was terminated because he was told his position
26 was eliminated, however, someone else was hired to fulfill his old role.

27 23. Furthermore, Plaintiff believes Defendants have also violated Labor Code
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1 Section 558 and has engaged in business practices which violate Business and Professions
2 Code Section 17200.

3 24. Each of the aforementioned violations, except the violations for inaccurate pay
4 statements under Labor Code section 226(a), is among the enumerated serious violations set
5 forth in Labor Code § 2699.5, for which there is no statutory right to cure.

6 25. Pursuant to California Government Code section 12960, Plaintiff has exhausted his
7 administrative remedies. Plaintiff filed a complaint with the California Civil Rights Department
8 (formerly, Department of Fair Employment and Housing ("DFEH")), alleging claims in this
9 complaint. The California Civil Rights Department immediately issued to Plaintiff a right to sue
10 letter/notice.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

13 **(California Industrial Welfare Commission Order 1-2001/4-2001/7-2001, California Code**
14 **Of Regulations Title 8 Section 11010/11040/11070, and California Labor Code**
15 **Section 1198)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

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18 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

20 27. At all times relevant herein, Defendants were required to compensate its employees for
21 all hours worked upon reporting for work at the appointed time stated by the employer
22 pursuant to Industrial Welfare Commission Order 1-2001/4-2001/7-2001, California Code of
23 Regulations, Title 8, Section 11010/11040/11070.

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

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

30. 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.

31. 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.

32. 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)

33. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

34. 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. 1-2001/4-2001/7-2001, codified at California Code of Regulations, Title 8, Section 11010/11040/11070, subdivision 4.

35. Pursuant to IWC Wage Order no. 1-2001/4-2001/7-2001, subdivision 2(K)/(H), 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..."

36. During his employment, Plaintiff was regularly required as a matter of uniform

1 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
2 was paid less than the minimum wage rate by Defendants for hours worked in violation of
3 California Labor Code Section 1197 and the applicable California Industrial Wage
4 Commission wage order(s).

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

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

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

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME**

19 **(California Industrial Welfare Commission Order 1-2001/4-2001/7-2001, California Code
20 of Regulations Title 8 Section 11010/11040/11070; California Labor Code Section 510)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 40. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 39, inclusive, of this Complaint as though fully set forth herein.

24 41. Pursuant to Industrial Welfare Commission Order No. 1-2001/4-2001/7-2001, Cal.
25 Code of Regs., Title 8, Section 11010/11040/11070, for the period of Plaintiff's employment,
26 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
27 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
28 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in

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

3 42. Plaintiff was a non-exempt employee entitled to the protections of the California
4 Industrial Welfare Commission Order No. 1-2001/4-2001/7-2001, California Code of
5 Regulations, Title 8, Section 11010/11040/11070.

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

8 44. Plaintiff was entitled to the above overtime premiums.

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

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

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

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

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

22 50. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
23 Regulations, Title 8, Sections 11010/11040/11070, Plaintiff is entitled to recover damages for
24 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
25 reasonable attorney's fees and costs of suit.

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

52. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 51, inclusive, of this Complaint as though fully set forth herein.

53. 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.

54. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, gross wages earned, including overtime, minimum wages, and premium pay for missed meal and rest breaks, net wages earned, total hours worked by the employee, and all deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

55. 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.

56. 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.

57. 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)

58. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 57, inclusive, of this Complaint as though fully set forth herein.

59. 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.

60. 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.

61. 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, the minimum wage, and premium pay for missed meal and rest breaks.

62. 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.

63. 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)

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

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

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

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

13 68. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
14 continue to refuse to pay his unpaid wages as required by Labor Code Section 203.

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

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

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

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO GIVE REST BREAKS**

27 **(Plaintiff against all named defendants and all DOE defendants)**
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1 72. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.

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

- 4 a. Title 8 of the California Code of Regulations Sections 11010/11040/11070(12)(A),
5 which provides that every employer shall authorize and permit all employees to
6 take rest periods, which insofar as practicable shall be in the middle of each work
7 period. The authorized rest period time shall be based on the total hours worked
8 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
9 thereof;
10
11 b. Title 8 of the California Code of Regulations Sections 11010/11040/11070(12)(B),
12 which provides that if an employer fails to provide an employee a rest period in
13 accordance with the applicable provisions of this order, the employer shall pay the
14 employee one (1) hour of pay at employee's regular rate of compensation for each
15 workday that the rest period is not provided;
16
17 c. Title 8 of the California Code of Regulations sections 11010/11040/11070(20)(A),
18 which penalizes the employer \$50.00 for each initial violation, per employee, of any
19 provision of the Wage Order, and \$100.00 for each additional violation thereafter
20 per employee; and
21
22 d. California Labor Code section 226.7, which states that (a) no employer shall require
23 any employee to work during any rest period mandated by an applicable order of
24 the Industrial Welfare Commission, and (b) if an employer fails to provide an
25 employee a rest period in accordance with an applicable order of the Industrial
26 Welfare Commission, the employer shall pay the employee one (1) additional hour
27 of pay at employee's regular rate of compensation for each work day that the rest
28

period is not provided.

74. 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.

75. 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.

76. 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.

77. 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)

78. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

79. 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

1 the Industrial Welfare Commission, and (b) if any employer fails to provide an
2 employee a meal period in accordance with an applicable order of the Industrial
3 Welfare Commission, the employer shall pay the employee one (1) additional hour
4 of pay at the employee's regular rate of compensation for each workday that the
5 meal period is not provided;

6 c. California Industrial Welfare Commission Order No. 1/4/7 section 11(B), as
7 codified under Title 8 of the California Code of Regulations Section
8 11010/11040/11070, which states that if an employer fails to provide an employee a
9 meal period in accordance with the applicable provisions of the Wage Order, the
10 employer shall pay the employee one (1) hour of pay at the employee's regular rate
11 of compensation for each workday that the meal period is not provided;

12 d. California Industrial Welfare Commission Wage Order No. 1/4/7 Section 7(A)(3),
13 as codified under Title 8 of the California Code of Regulations Section
14 11010/11040/11070, which requires an employer to maintain records documenting
15 its employees' meal periods;

16 e. California Industrial Welfare Commission wage order No. 1/4/7 Section 20(A), as
17 codified under California Code of Regulations Section 11010/11040/11070, which
18 penalizes the employer \$50.00 for each initial violation, per employee, of any
19 provision of the Wage Order, and \$100.00 for each additional violation thereafter
20 per employee; and

21 f. California Labor Code section 1171 and 1173, which have given the California
22 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no.
23 1/4/7) as enforceable law.

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26
27 80. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
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1 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
2 take a second relieved meal break after ten (10) hours of work, as required by California law.
3 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
4 1/4/7, as codified under California Code of Regulations Sections 11010/11040/11070 et. seq.
5 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
6 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
7 all work duty. California Labor Code section 226.7 provides that employers may not require
8 their employees to work through their meal periods. California Labor Code section 226.7 and
9 California Code of Regulations section 11010/11040/11070 requires that if the employer fails
10 to provide the employee with an uninterrupted meal period, the employer must pay the
11 employee one (1) hour of pay for each work day that the meal period is not given.
12

13 81. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
16 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
17

18 82. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.
20

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

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against All Named Defendants and all DOE defendants)

25 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.
27
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1 85. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties.”

4 86. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
5 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
6 of completing his job duties, which were not reimbursed by Defendant. These expenses
7 include, but are not limited to, use of personal cell phones for work purposes to effectuate job
8 duties as well as use of personal vehicle for work purposes. In terms of Plaintiff’s personal cell
9 phone, the company provided the number to the chefs so that the chefs would contact Plaintiff
10 with work-related issues and questions. Moreover, Plaintiff utilized his personal vehicle for
11 work purposes when the company car was not available but was not reimbursed for mileage.

12 87. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
13 and attorney’s fees and costs, under Labor Code section 2802.

14 **TENTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
17 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
18 **1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 3700.5 and IWC 1-2001/4-2001/7-2001)**

19 **(Plaintiff against All Named Defendants and all DOE defendants)**

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

22 89. Plaintiff has complied with the procedures for bringing suit specified in California
23 Labor Code § 2699.3. By letter dated February 1, 2024, Plaintiff gave written notice by certified
24 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the
25 specific provisions of the California Labor Code alleged to have been violated, including the
26 facts and theories to support the alleged violations.

27 90. Pursuant to California Labor code section 2699.3, no response was received from
28 the LWDA within 65 days of the postmark date of the above-alleged letter.

91. Plaintiff therefore has exhausted all administrative remedies required of him under

1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendants' violations of the
3 Labor Code.

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

10 93. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
11 violator and had one or more of the alleged violations committed against him, and therefore is
12 properly suited to represent the interests of other current and former employees, including all
13 current and former hourly, non-exempt employees who worked for CMG in the State of
14 California during the applicable PAGA Period.

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

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

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

24 97. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
25 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
26 seeking individual penalties/victim specific relief or underpaid wages for herself or other
27 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
28 this Complaint for individual wages but is not seeking wages through the PAGA action.

98. Specifically, Plaintiff seeks penalties under California Labor Code

1 section 2699, for the following:

2 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
3 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
4 2800, 2802, 3700.5, and any other Labor Codes/Industrial Welfare Commission Order (No.
5 1/4/7) violated based on the facts alleged in this Complaint.

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

10 **ELEVENTH CAUSE OF ACTION**

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

12 **(Plaintiff against Culichitown Management Group, Inc. and DOE Defendants, and each
13 of them)**

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

16 101. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
17 and binding on Defendants. This section requires Defendant to refrain from retaliating against
18 an employee for refusing to participate in an activity that he/she reasonably believes would
19 result in a violation of state or federal statute, or a violation or noncompliance with a state or
20 federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to
21 refrain from retaliating against an employee for disclosing information to a person with
22 authority over the employee if the employee has reasonable cause to believe that the
23 information discloses a violation of state or federal statute, or a violation of or noncompliance
24 with a local, state, or federal rule or regulation, regardless of whether disclosing the
25 information is part of the employee's job duties.
26

27 102. As discussed fully above, Plaintiff complained of illegal conduct at the workplace,
28

1 including complaining about the company not having certifications and licenses to cut meat in
2 the warehouse and to manufacture/make sauces at the warehouse. Moreover, Plaintiff and
3 others were threatened to be fired if they left the door to the warehouse open in case someone
4 reported the company to the health department.

5 103. Defendants retaliated against Plaintiff for his whistleblowing, as alleged above,
6 including terminating his employment, all in violation of Labor Code § 1102.5.

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

12 105. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
13 and the imposition of civil penalties for each violation as well as attorney's fees under Labor
14 Code section 1102.5.

15
16 **TWELFTH CAUSE OF ACTION**

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

18
19 **(Plaintiff against Culichitown Management Group, Inc. and DOE Defendants, and each
20 of them)**

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

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

25 108. Plaintiff is informed and believes and thereon alleges that Defendants' decision and
26 actions to treat him differently and terminate his employment as alleged herein, was motivated
27
28

1 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace. Plaintiff is
2 further informed and believes and thereon alleges that any other reasons proffered by Defendants
3 were and are pretextual in nature.

4 109. The employment of Plaintiff was wrongfully terminated in or around January 2024
5 in violation of the fundamental public policy of the State of California with respect to retaliating
6 against an employee on account of his whistleblowing. Plaintiff was forced to hire an attorney
7 to assist him to end these illegal activities. Said conduct violated statutory and constitutional
8 expressions of public policy including, but not limited to, Labor Code section 1102.5, and the
9 California Constitution, Article 1 section 8.

10 110. As set forth above, said actions by Defendants were wrongful and in violation of the
11 fundamental principles of the public policy of the State of California as reflected in its laws,
12 objectives and policies. Said statutes and constitutional expressions of public policy include,
13 but are not limited to, California Labor Code section 1102.5 and the California
14 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
15 just the private interests of the employers and employees whom they govern or protect.

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

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

26 **THIRTEENTH CAUSE OF ACTION**

27 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

28 **(Plaintiff against Culichitown Management Group, Inc. and all DOE Defendants)**

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

1 paragraphs 1 through 112, inclusive, of this Complaint as though fully set forth herein.

2 114. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
3 full force and effect and was binding on Defendants. Specifically, Government Code section
4 12940(j) prohibits an employer from sexually harassing an employee on the basis of his sex.

5 115. The director of Culichitown Management, Inc. was and is at all times relevant hereto an
6 employee of CMG and a supervisor as that term is defined in the FEHA. The actions of the
7 director towards Plaintiff, while in the course and scope of his employment with CMG as
8 described herein, created a hostile sexual environment which materially altered Plaintiff's
9 working conditions, and which constitutes sexual harassment in violation of California
10 Government Code section 12940(j)(1). Moreover, Defendants failed to prevent the sexual
11 harassment from the director as described above and, as such, aided and abetted the sexual
12 harassment and contributed to a hostile work environment for Plaintiff.

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

17 117. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will
18 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary
19 loss according to proof. Plaintiff has also suffered and will continue to suffer physical and
20 emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment,
21 fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be
22 ascertained at trial.

23 118. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
24 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
25 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

26 119. The acts of oppression, fraud, and/or malice, were engaged in by employees of
27 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
28 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
wrongful conduct for which an award of punitive damages is sought, and/or was personally

1 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
2 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
3 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
4 to punitive and exemplary damages against each of the Defendants in accordance with California
5 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant.

6 120.FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
7 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
8 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
9 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
10 award of attorneys' fees and costs.

11 **FOURTEENTH CAUSE OF ACTION**

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

13 **(California Business and Professions Code Section 17200)**

14 **(Plaintiff against Culichitown Management Group, Inc. and DOE Defendants, and each
15 of them)**

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

18 122. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
19 constitutes unfair and unlawful business practices under California Business and Professions
20 Code Section 17200, et seq.

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

24 124. For the four years preceding the filing of this action, Plaintiff has suffered damages
25 and request damages and/or restitution of all monies and profits to be disgorged from
26 Defendant CMG in an amount according to proof at time of trial, but in excess of the
27 jurisdiction of this Court.

28 ///

PRAYER FOR RELIEF

1. For compensatory damages including lost past and future wages, overtime, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For general damages according to proof;
4. For an award of punitive damages against corporate Defendants according to proof;
5. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount according to proof;
6. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
7. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
8. For damages and penalties pursuant to Labor Code section 203/204/210 against Defendants in an amount subject to proof at trial;
9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
11. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
13. For the imposition of civil penalties and/or statutory penalties;
14. Reasonable attorney's fees where available by law, including but not limited to,

pursuant to the California Labor Code, including section 2698 and 1102.5, FEHA and Government Code section 12940 et seq, and/or other applicable laws; and

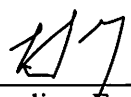
15. Costs and expenses of suit incurred herein;

16. For all interest as allowed by law;

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

DATED: May 13, 2024

MESSRELIAN LAW INC.

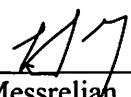
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Walter Sanchez

DEMAND FOR JURY TRIAL

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

DATED: May 13, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Walter Sanchez