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David W. Slayton,
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Attorneys for Plaintiff,
ALEXANDER NICOLA PERALTA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

ALEXANDER NICOLA PERALTA, an
individual,

Plaintiff,

vs.

INTECANN, INC., an entity of unknown
form; DOE DYSON, an individual;
JOSHUA CARTER; an individual; RYAN
TUCKER, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24STCV09737

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 2. HOSTILE WORK ENVIRONMENT
IN VIOLATION OF GOVT. CODE
§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION FROM
OCCURRING IN VIOLATION OF
GOVT. CODE §12940(K);**
- 5. HARASSMENT BASED ON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 6. FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940(m);**
- 7. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS
IN VIOLATION OF GOVT. CODE
§12940(n);**
- 8. WRONGFUL CONSTRUCTIVE
TERMINATION PURSUANT TO
FEHA IN VIOLATION OF GOVT.
CODE §12940 *et seq.*;**

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- 9. **WILLFUL MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR** (Cal. *Labor Code* §226.8);
- 10. **FAILURE TO PAY PREMIUM OVERTIME WAGES DUE** (Cal. *Labor Code* §§ 510, 1198; IWC Wage Order No. 4);
- 11. **FAILURE TO PAY MINIMUM WAGES** (Cal. *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4)
- 12. **FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS** (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 4)
- 13. **FAILURE TO PROVIDE REST PERIODS** (Cal. *Labor Code* § 226.7; IWC Wage Order No. 4);
- 14. **FAILURE TO PROVIDE SUITABLE SEATING** (Wage Order No. 4);
- 15. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS** (Cal. *Labor Code* §226);
- 16. **FAILURE TO PAY ALL WAGES DUE ON TERMINATION** (Cal. *Labor Code* §203);
- 17. **FAILURE TO REIMBURSE BUSINESS EXPENSES** (Cal. *Labor Code* §2802);
- 18. **FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE** (Cal. *Labor Code* § 2802);
- 19. **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS** (Cal. *Labor Code* §1198.5); and
- 20. **UNFAIR COMPETITION** (Cal. *Bus. & Prof. Code* §§17200 et seq.).

DEMAND FOR A JURY TRIAL

Alexander Nicola Peralta (“Plaintiff”) alleges the following:

1 **I. JURISDICTION AND VENUE**

2 1. This Court has jurisdiction over this Complaint under California Government
3 Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes,
4 *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

5 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
6 395.5, because the claims made, and the *Government Code* violations as against the persons
7 identified herein, occurred in Los Angeles County and because Defendant Intecann, Inc.
8 (“INTECANN”), owned and operated their business in Los Angeles County.
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10 **II. PARTIES**

11 3. At all times relevant hereto, Plaintiff Alexander Nicola Perlata (hereinafter
12 “Plaintiff”) was an individual over age 18 and a resident of South Gate, California.

13 4. Plaintiff is informed and believes and thereon alleges that at all times material
14 hereto, Defendant INTECANN, has been, and is an entity of unknown form, with a principal
15 place of business at 5461 Holt Blvd. Z, Montclair, California 91736. At all times material
16 hereto, INTECANN has been, and is, a private security company for the cannabis industry.

17 5. Plaintiff was employed by INTECANN as an Armed Security Guard. Plaintiff is
18 informed and believes and thereon alleges that at all times material hereto INTECANN has
19 been authorized to do business and has been doing business in the State of California.

20 6. Plaintiff is informed and believes and thereon alleges that Defendant Doe Dyson
21 (“Dyson”) is an individual, who at all times relevant herein, was a resident of Los Angeles
22 County. Dyson works in the dispatch department at INTECANN.

23 7. Plaintiff is informed and believes and thereon alleges that Defendant Joshua
24 Carter (“Joshua”) is an individual, who at all times relevant herein, was a resident of Los
25 Angeles County. Joshua is the Plaintiff’s former supervisor at INTECANN.

26 8. Plaintiff is informed and believes and thereon alleges that Defendant Ryan
27 Tucker (“Ryan”) (collectively with INTECANN, Dyson and Joshua “Defendants”) is an
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1 individual, who at all times relevant herein, was a resident of Los Angeles County. Ryan is the
2 owner and Chief Operating Officer at INTECANN.

3 9. Plaintiff is informed and believes and thereon alleges, that at all times relevant
4 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
5 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
6 herein alleged, were acting within the course and scope of such agency or employment, and
7 with the approval and ratification of each of the other Defendants.

8 10. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
9 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
10 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
11 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
12 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
13 individual person who owned, controlled, or managed the business for which Plaintiff worked
14 and/or who directly or indirectly exercised operational control over the wages, hours, and
15 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
16 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
17 Defendants, which included decision-making responsibility for, and establishment of, disability
18 discrimination practices and policies, and wage and hour violations, for Defendants which have
19 damaged Plaintiff. Therefore, Does 1 through 100, in addition to the remaining Defendants, are
20 “employers” as a matter of law and are liable on the causes of action alleged herein.

21 11. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
22 through 100 are, and at all times relevant hereto were, persons, corporations or other business
23 entities organized and existing under and by virtue of the laws of the State of California, and
24 are/were qualified to transact and conduct business in the State of California, and did transact
25 and conduct business in the State of California, and are thus subject to the jurisdiction of the
26 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
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1 employ persons, conduct business and engage in disability discrimination and wage and hour
2 violations, in the County of Los Angeles.

3 12. Plaintiff is further informed and believes, and thereon alleges, that each of the
4 fictitiously named Defendants aided and assisted the named Defendants in committing the
5 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each
6 Defendant.

7 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
8 **ACTION**

9 **Employment Information**

10 13. Plaintiff was an employee of INTECANN since in or about October 2023.
11 Plaintiff worked as an Armed Security Guard. Plaintiff was paid \$21.00 per hour. He worked
12 approximately 10 or more hours per day, five days per week. Plaintiff was paid in cash. He
13 was employed at INTECANN until March 1, 2024, when Plaintiff was wrongfully
14 constructively terminated.

15 **Discrimination, Harassment and Wrongful Constructive Termination**

16 14. Plaintiff was denied a work environment free of disability discrimination and
17 was targeted for wrongful termination on or about March 1, 2024.

18 15. On or about February 6, 2024, Plaintiff suffered an injury while on the job.
19 Plaintiff fell on some material that was on the ground, while he was doing an incident
20 inspection. Plaintiff injured his right knee. As such, this condition constitutes a physical
21 disability, as that term is defined in *Government Code* § 12926(l)(1)(A), (B).

22 16. Plaintiff visited his physician.

23 17. Plaintiff continued to work and was told by Defendants that he could still down
24 at times, but not too often. Plaintiff was informed that he could not sit down frequently
25 because Defendants did not want management on the property to know Plaintiff was injured.
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1 18. On or about March 1, 2024, Plaintiff noticed that his schedule was changed and
2 that he was being relocated to a different location in Oxnard. Previously, Plaintiff was working
3 in Pomona.

4 19. Plaintiff attempted to reach out to the person in charge of the schedule change
5 and to dispatch, but Plaintiff was not provided with any response.

6 20. On or about March 3, 2024, Plaintiff was told by Dyson in Dispatch that he was
7 being relocated due to a management decision.

8 21. Plaintiff explained to Dyson that he could not work at a location 90 miles away.

9 22. Plaintiff was told by Dyson that he should not come in to work while she
10 investigated what happened in terms of the relocation.

11 23. Shortly thereafter, INTECANN called Plaintiff and told him that because he was
12 a direct employee of INTECANN he was required to relocate to Oxnard. Previously,
13 INTECANN told Plaintiff that he was an independent contractor.

14 24. Plaintiff was informed by INTECANN that the Oxnard position was the only
15 one available or that he could take another position in Ontario where he would work
16 overnight. However, the Ontario position was as an unarmed security guard and his pay would
17 therefore be reduced to \$18.00 per hour.

18 25. Reluctantly, Plaintiff accepted the Ontario position. Nonetheless, INTECANN
19 removed Plaintiff from the schedule. Although Plaintiff has tried to speak with representatives
20 of INTECANN, no one would return his calls.

21 26. As a result of the harassment and discrimination, Plaintiff suffered emotional
22 distress and aggravation.

23 27. INTECANN's wrongful termination of Plaintiff was wrongfully motivated by
24 discrimination against him due to his disability.

25 28. At all times material hereto, INTECANN regularly employed five or more
26 persons and therefore is an employer, as that term is defined in *Government Code* § 12926(d).
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1 29. On April 17, 2024, Plaintiff filed an administrative complaint with the
2 Department of Fair Employment and Housing (“DFEH”) alleging discrimination and
3 harassment by INTECANN, Dyson, Joshua and Ryan. On April 17, 2024, the DFEH issued to
4 Plaintiff a Right to Sue Notice as to INTECANN, Dyson, Joshua and Ryan.

5 30. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
6 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
7 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
8 amend this Complaint once he completes and complies with the provisions under the law.
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10 **Wage and Hour Violations**

11 31. The employment by INTECANN of Plaintiff is governed by Industrial Welfare
12 Commission Wage Order 4, which covers those persons employed in the professional,
13 technical, clerical, mechanical and similar occupations.

14 32. Under California law, non-exempt employees as defined by Wage Order 4, are
15 entitled to overtime wages for work in excess of 8 hours per day. INTECANN failed to pay
16 Plaintiff overtime.

17 33. INTECANN failed to pay Plaintiff minimum wages.

18 34. INTECANN routinely denied Plaintiff uninterrupted meal periods.

19 35. INTECANN routinely denied Plaintiff uninterrupted meal breaks.

20 36. INTECANN routinely failed to provide Plaintiff with itemized wage statements
21 that properly and accurately itemized the number of hours he worked at the effective regular
22 rates of pay.

23 37. INTECANN failed to pay Plaintiff all wages due on termination.

24 38. INTECANN failed to reimburse Plaintiff for his necessary business-related
25 expenses such as cell phone use.

26 39. INTECANN failed to reimburse Plaintiff for his uniforms.

27 40. INTECANN failed to provide suitable seating.
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1 41. INTECANN failed to provide Plaintiff with his requested employment records.

2 **FIRST CAUSE OF ACTION**

3 **(Discrimination Based on Physical Disability in Violation of Government Code**
4 **§§12940(a) - By Plaintiff Against Defendant INTECANN and Does 1 through 100)**

5 42. Plaintiff realleges and incorporates by reference all of the allegations set forth in
6 this Complaint.

7 43. Under the California Fair Employment and Housing Act ("FEHA"),
8 Government Code § 12940(a), an employer cannot discriminate against an employee, because
9 of a physical disability.

10 44. Plaintiff suffered from the physical limitations as set forth above and was
11 therefore a member of the class of persons protected from disability discrimination under
12 California Government Code § 12940(a).

13 45. Upon learning about Plaintiff's disability, and not wanting a disabled employee,
14 on or about March 1, 2024, INTECANN wrongfully terminated Plaintiff's employment in
15 violation of California Government Code § 12940.

16 46. By wrongfully terminating Plaintiff because of his physical disability,
17 INTECANN violated Government Code § 12940(a).

18 47. As a direct and proximate result of INTECANN's conduct, Plaintiff has suffered
19 and continues to suffer substantial losses in income, earnings, and benefits and has been
20 damaged in his capacity to earn his salary, and has lost and will continue to lose employment
21 benefits, all to his damage in at least \$133,056.00, according to proof.

22 48. As a direct and proximate result of INTECANN's actions, Plaintiff has suffered
23 severe and serious injury to his person, all to his damage in the amount of at least
24 \$1,000,000.00 according to proof.

25 49. INTECANN's conduct in discriminating against Plaintiff because of his
26 physical disability subjected him to cruel and unjust hardship in conscious disregard of his
27 rights, as it was anticipated by INTECANN that Plaintiff would be unable to find comparable
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1 employment in the foreseeable future. Plaintiff is informed and believes, and thereon alleges,
2 that his wrongful termination by INTECANN was done with the intent to cause him injury. As
3 a consequence of the aforesaid oppressive, malicious and despicable conduct, Plaintiff is
4 entitled to an award of punitive damages in a sum to be shown according to proof.

5 50. Pursuant to California Government Code §12965(b), Plaintiff requests an award
6 of attorneys' fees in this action.

7 **SECOND CAUSE OF ACTION**

8 **(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against**
9 **Defendant INTECANN and Does 1 through 100)**

10 51. Plaintiff realleges and incorporates by reference all of the allegations set forth in
11 this Complaint.

12 52. The offensive conduct to which Plaintiff was subjected constitutes a hostile
13 work environment in violation to FEHA, California Government Code §12940 et seq. During
14 his employment, INTECANN violated FEHA, California Government Code §12940 (j), by
15 discriminating against Plaintiff due to his physical disability.

16 53. INTECANN's harassment was hostile, abusive, continuous and pervasive to
17 create a hostile work environment for Plaintiff.

18 54. INTECANN's harassment was unwelcome, humiliating, offensive and adversely
19 affected the terms of Plaintiff's employment.

20 55. Plaintiff was subjectively offended by INTECANN's conduct and any
21 reasonable person in Plaintiff's position would perceive INTECANN's conduct as being
22 offensive, hostile and abusive.

23 56. As a direct result of INTECANN's failure to take all reasonable steps necessary
24 to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
25 extreme and severe mental anguish and emotional distress, loss of earnings and earning
26 capacity, in the amount of at least \$1,000,000.00, according to proof at trial.
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1 57. Plaintiff is hereby entitled to general and compensatory damages in at least the
2 amount of \$133,056.00, subject to proof at trial.

3 58. INTECANN did the things hereinabove alleged, intentionally, oppressively, and
4 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
5 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
6 community.

7 59. All actions of INTECANN were known, ratified and approved by the officers or
8 managing agents of INTECANN. Therefore, Plaintiff is entitled to punitive or exemplary
9 damages against INTECANN in an amount to be determined at the time of trial.

10 60. Pursuant to California Government Code §12965(b), Plaintiff requests an award
11 of attorneys' fees in this action.

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13 **THIRD CAUSE OF ACTION**

14 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against all**
15 **Defendant INTECANN and Does 1 through 100)**

16 61. Plaintiff realleges and incorporates by reference all of the allegations set forth
17 above in the Complaint.

18 62. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h),
19 which provides that it is unlawful to retaliate against a person "because the person has opposed
20 any practices forbidden under [Government Code sections 12900 through 12966] or because
21 the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

22 63. As a result of his physical disability, Plaintiff was denied the right to work in an
23 environment free of discrimination and harassment and was wrongfully terminated by
24 INTECANN.

25 64. INTECANN's retaliatory conduct toward Plaintiff caused his emotional injury,
26 including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. INTECANN's
27 retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.
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74. As a direct result of INTECANN's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity in the amount of at least \$1,000,000.00.

75. Plaintiff is hereby entitled to general and compensatory damages in the amount of at least \$133,056.00, according to proof at trial.

76. INTECANN did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

77. All actions of INTECANN were known, ratified and approved by the officers or managing agents of INTECANN. Therefore, Plaintiff is entitled to punitive or exemplary damages against INTECANN in an amount to be determined at the time of trial.

78. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

FIFTH CAUSE OF ACTION

**(Harassment Due to Physical Disability in Violation of Govt. Code §12940(a)– By Plaintiff
against all Defendants and Does 1 through 100)**

79. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

80. Beginning in or about January 2024, Plaintiff was harassed by the actions, conduct and comments of INTECANN's employees, Dyson, Joshua and Ryan, which actions, conduct and comments combined to create and allow a pattern of discriminatory treatment towards him due to his disability.

81. Defendants' actions constituted a continuing violation of Cal. Gov. Code § 12940, et seq.

1 82. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
2 claims of harassment and take appropriate remedial action.

3 83. Defendants engaged in retaliatory actions against Plaintiff for complaining about
4 and participating in the investigation of the above-referenced illegal conduct. Because of his
5 complaints about the illegal conduct as aforesaid, Plaintiff was subjected to unfair and hostile
6 treatment by Defendants.

7 84. All of the conduct by Defendants, was done with the full knowledge and
8 ratification of the management and owners of INTECANN, and was consistent with the
9 recognized policies and procedures of INTECANN, which tolerated and encouraged such
10 discriminatory conduct.

11 85. At all times herein mentioned, Defendants were legally required to refrain from
12 discriminating against and harassing any employee on the basis of physical disability, among
13 other things. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in
14 full compliance with these sections, and received a right to sue letter.

15 86. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
16 in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has
17 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
18 and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

19 87. Defendants did the things hereinabove alleged, intentionally, oppressively, and
20 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
21 in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and
22 ought not to be suffered by any member of the community.

23 88. All actions of Defendants were known, ratified and approved by the officers or
24 managing agents of INTECANN. Therefore, Plaintiff is entitled to punitive or exemplary
25 damages against the Defendants, and each of them, in an amount to be determined at the time
26 of trial.
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89. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SIXTH CAUSE OF ACTION

(Failure to Accommodate Physical Disability in Violation of *Government Code*
§ 12940(m) – By Plaintiff Against Defendant INTECANN and Does 1 through
100)

90. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

91. As alleged herein, in March 2024, Plaintiff requested that INTECANN make a reasonable accommodation for his physical disability so that he would be able to perform the essential job requirements. INTECANN refused said accommodation and refused to discuss any other potential reasonable accommodation it might afford to Plaintiff, wrongfully terminating Plaintiff instead on or about March 1, 2024.

92. By refusing to afford Plaintiff a reasonable accommodation, INTECANN violated Government Code § 12940(m).

93. As a direct and proximate result of INTECANN's conduct, individually and collectively, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and will continue to lose employment benefits.

94. As a direct and proximate result of INTECANN's actions, Plaintiff has suffered severe and serious injury to his person, all to his damage in a sum within the jurisdiction of this Court and to be shown according to proof.

95. As a result of INTECANN's conduct, Plaintiff is entitled to recover punitive damages for the reasons set forth in paragraph 48 above.

96. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SEVENTH CAUSE OF ACTION

(Failure to Engage in a Good Faith Interactive Process in Violation of Government Code §12940(n) - By Plaintiff Against Defendant INTECANN and Does 1 through 100)

97. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

98. At all times hereto, FEHA, including in particular Government Code §12940(n), was in full force and effect and was binding on Defendant. This subsection imposes a duty on Defendant to engage in a timely, good faith, interactive process with the employee to determine reasonable accommodation, if any, in response to a request for a reasonable accommodation by an employee with a known physical disability or known medical condition.

99. At all relevant times, Plaintiff was a member of a protected class within the meaning of Government Code §12940(a) et seq. because he had a disability, due to injuries suffered, of which Defendant had both actual and constructive notice.

100. Plaintiff reported his disability to INTECANN, triggering INTECANN's obligation to engage in a good faith interactive process with Plaintiff, but at all times herein, INTECANN failed and refused to do so.

101. INTECANN breached their statutory duty under FEHA to engage in a timely good faith interactive process to determine a reasonable accommodation for Plaintiff's physical disability. Plaintiff further alleges: (1) that INTECANN was the Plaintiff's employer; (2) that Plaintiff was an employee of INTECANN; (3) that Plaintiff sustained an injury that required reasonable accommodation and which injury was known to INTECANN; (4) that Plaintiff requested that INTECANN make reasonable accommodation for his injury and/or physical condition so that he would be able to perform the essential functions of his job requirements; (5) that Plaintiff was willing to participate in the interactive process to determine whether reasonable accommodation could be made so that he would be able to perform the essential job requirements; (6) that INTECANN failed to participate in a timely good faith interactive process with Plaintiff to determine whether reasonable accommodation could be made; (7) that Plaintiff was harmed financially; and (8) that INTECANN's failure to engage in a good faith interactive process was a substantial factor in causing Plaintiff's damage and harm. Instead of

1 engaging in a good faith interactive process, INTECANN wrongfully terminated Plaintiff on or
2 about March 1, 2024.

3 102. The above acts of INTECANN constitute violations of FEHA, and were a
4 proximate cause in Plaintiff's damages as stated below.

5 103. As a result of INTECANN's conduct, Plaintiff is entitled to recover punitive
6 damages for the reasons set forth in paragraph 48 above.

7 104. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award
8 of attorneys' fees and costs.

9 **EIGHTH CAUSE OF ACTION**

10 **(Wrongful Constructive Termination in Violation of FEHA, Govt. Code §§12940 et**
11 **seq.– By Plaintiff Against Defendant INTECANN Does 1 through 100)**

12 105. Plaintiff realleges and incorporates by reference all of the allegations set forth in
13 this Complaint.

14 106. Plaintiff alleges that significant policies exist in the State of California that
15 prohibit discrimination, retaliation, wrongfully terminating an employee for being disabled,
16 complaining about harassment and protesting against unlawful employment practices. Among
17 others, the right to be free from discrimination and retaliation are codified in the California and
18 United States Constitutions and the provisions of Government Code §§12900 *et seq.*

19 107. These policies are set forth in various laws including but not limited to
20 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment
21 discrimination).

22 108. INTECANN, acting through its employees, intentionally created and knowingly
23 permitted the discrimination based on disability and harassment.

24 109. INTECANN wrongfully terminated Plaintiff in violation of important and well-
25 established public policies, including, but not limited to, policies against employment
26 discrimination based upon disability and against harassment.
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110. INTECANN's wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in the amount of at least \$133,056.00, according to proof.

111. As a further proximate result of the unlawful acts of INTECANN as alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional and physical distress that a reasonable person would suffer upon losing his job. As a result of such actions and consequent harm, Plaintiff has suffered such damages in the amount of at least \$1,000,000, according to proof.

112. The above acts of INTECANN constituted a wrongful termination of Plaintiff and were in violation of FEHA as described above. Such wrongful termination was a substantial factor in causing damage and injury to Plaintiff.

113. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, complaining about harassment were factors in INTECANN's conduct as alleged hereinabove.

114. As a result of INTECANN's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

115. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

NINTH CAUSE OF ACTION

(Willful Misclassification as an Independent Contractor in violation of Labor Code § 226.8 and Wage Order 4 By Plaintiff Against Defendants INTERCANN and Ryan and Does 1-100)

116. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

117. The applicable California Industrial Welfare Commission Wage Order, Section 2 defines “employ” as meaning to engage, suffer, or permit to work.

118. Labor Code § 2750.5 provides in pertinent part: “Proof of independent contractor status includes satisfactory proof of these factors:

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- a. That the individual has the right to control and discretion as to the manner of performance of the contract for services in that the result of the work and not the means by which it is accomplished is the primary factor bargained for;
- b. That the individual is customarily engaged in an independently established business; and
- c. That the individual's independent contractor status is bona fide and not a subterfuge to avoid employee status. A bona fide independent contractor status is further evidenced by the presence of cumulative factors such as substantial investment other than personal services in the business, holding out to be in business for oneself, bargaining for a contract to complete a specific project for compensation by project rather than by time, control over the time and place the work is performed, supplying the tools and instrumentalities normally and customarily provided by employees, hiring employees, performing work that is not ordinarily in the course of the principal's work performing work that requires ‘a particular skill holding a license pursuant to the Business and Professions Code, the intent by the parties that the work relationship is of an independent contractor status, or that the relationship is not severable or terminable at will by the principal but gives rise to an action for the breach of contract.”

119. Defendants INTECANN and Ryan, as a matter of company policy and procedure, willfully misclassified Plaintiff as an “independent contractor” to avoid the payment of wages and other benefits in violation of the Labor Code and applicable Wage Orders and acted as if they had the right to and, in fact, did control the work performed by, and/or the manner and/or means in which the work was performed by Plaintiff.

120. Additionally, Plaintiff performed work as an armed security guard that was within the usual course of Defendants INTECANN and Ryan’s business.

121. Under Labor Code § 226.8, it is unlawful for any person or employer to engage in the “willful misclassification” of an individual as an independent contractor. “Willful

1 misclassification” is defined as “avoiding employee status for an individual by voluntarily and
2 knowingly misclassifying that individual as an independent contractor.” Labor Code
3 §226.8(i)(4).

4 122. Defendants INTECANN and Ryan’s practice was unlawful and entitles Plaintiff
5 to recover in a civil action a civil penalty between \$5,000 and \$25,000 in accordance with
6 Labor Code § 226.8(b)-(c), as well as the appropriate withholding of federal, state, and local
7 income taxes based upon a flat withholding rate for supplemental wage payments in accordance
8 with Treas. Re. §§ 31.3402(g)-1(a)(2) as amended or supplemented, and any corresponding
9 state or local law, and the Plaintiff’s share of FICA, Medicare, and state and local employment
10 taxes that were improperly not paid by Defendants as a result of the unlawful “independent
11 contractor” classification.

12 123. Additionally, employers who violate the new law are required to post a
13 “prominent” notice on their public website, or in an area accessible to all employees and the
14 general public, stating, among other things, that they have “committed a serious violation of the
15 law” by willfully misclassifying employees, and directing any other employees who feel they
16 have been misclassified to contact the Labor and Workforce Development Agency, pursuant to
17 Labor Code § 226.8(e).

18 124. For Defendants INTECANN and Ryan’s violation of Labor Code § 226.8,
19 Plaintiff seeks civil penalties, interest, attorneys' fees and costs, according to proof, and other
20 remedies available pursuant to Labor Code § 226.8.

21 125. Lastly, under Labor Code § 2753, paid advisors (excluding attorneys and
22 employees of the company) who “knowingly advise” employers to misclassify workers are
23 jointly and severally liable for any penalties imposed on the employer as a result of the
24 misclassification.

25 **TENTH CAUSE OF ACTION**

26 **(Failure to Pay Overtime in Violation of Labor Code §§510, 511, 558, 1194, 1194.3, 1198**
27 **and Wage Order 4 By Plaintiff Against Defendants INTECANN and Ryan and Does 1-**
28 **100)**

1 126. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 127. During Plaintiff's entire employment with INTECANN, pursuant to Cal. Lab.
4 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, INTECANN was required to
5 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
6 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
7 hours on the seventh (7th) consecutive day of any work week.

8 128. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
9 who had not been paid overtime compensation could recover the unpaid balance of the full
10 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
11 fees and costs of suit.

12 129. Within the last four years preceding the filing of this Complaint, INTECANN
13 employed Plaintiff in the capacities alleged herein.

14 130. Pursuant to IWC Wage Order No 4-2001, § 3, "Employment beyond eight (8)
15 hours in any workday is permissible provided the employee is compensated for such overtime
16 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
17 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
18 workday...

19 131. Pursuant to Cal. Labor Code §558.1:

20 (a) Any employer or other person acting on behalf of an employer, who
21 violates, or causes to be violated, any provision regulating...hours and days of
22 work in any order of the Industrial Welfare Commission, or violates, or causes
23 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
24 such violation.

25 (b) For purposes of this section, the term "other person acting on behalf of
26 an employer" is limited to a natural person who is an owner, director, officer, or
27 managing agent of the employer, and the term "managing agent" has the same
28 meaning as in subdivision (b) of Section 3294 of the Civil Code.

1 (c) Nothing in this section shall be construed to limit the definition of
2 employer under existing law.

3 132. Ryan is a person acting on behalf of INTECANN and is therefore liable to
4 Plaintiff as an employer. Ryan caused the laws relating to overtime wages to be violated.

5 133. At times Plaintiff worked more than 8 hours per day. Plaintiff worked between 8
6 35 hours of overtime per week.

7 134. Throughout Plaintiff's employment, INTECANN failed and refused to pay and
8 properly calculate overtime compensation to Plaintiff as required by law. Plaintiff was never
9 paid at the rate of time and one half only at his regular rate when he worked overtime.

10 135. The foregoing overtime compensation is owed and unpaid. As a direct and
11 proximate result of INTECANN failure and refusal to pay overtime, Plaintiff suffered damages
12 in the amount of at least \$133,056.00, to be proven at trial.

13 136. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime wages
14 against employers and those individuals acting in their behalf. Plaintiff requests that this Court
15 assess said penalty against INTECANN in an amount to be proven at trial.

16 137. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
17 counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover his attorneys'
18 fees, costs and interest.

19 **ELEVENTH CAUSE OF ACTION**

20 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
21 **119, IWC Wage Order 4 By Plaintiff Against all Defendants INTECANN and Ryan and**
22 **Does 1 through 100)**

23 138. Plaintiff realleges and incorporates by reference all of the allegations set forth in
24 this Complaint.

25 139. *Labor Code* § 1197 states the California requirement that employees must be
26 paid at least the minimum wage fixed by the Commission, and any payment of less than the
27 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
28 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of

1 the full amount of this minimum wage.” IWC Wage Order 4-2001 also obligates employers to
2 pay each employee minimum wages for all hours worked. These minimum wage standards
3 apply to each hour employees worked for which they were not paid. Therefore, an employer’s
4 failure to pay for any particular hour of time worked by an employee is unlawful, even if
5 averaging an employee’s total pay over all hours worked, paid or not, results in an average
6 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
7 (2005).

8 140. Pursuant to Cal. Labor Code §558.1:

9 (c) Any employer or other person acting on behalf of an employer, who
10 violates, or causes to be violated, any provision regulating...hours and days of
11 work in any order of the Industrial Welfare Commission, or violates, or causes
12 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
13 such violation.

14 (d) For purposes of this section, the term “other person acting on behalf of
15 an employer” is limited to a natural person who is an owner, director, officer, or
16 managing agent of the employer, and the term “managing agent” has the same
17 meaning as in subdivision (b) of Section 3294 of the Civil Code.

18 (c) Nothing in this section shall be construed to limit the definition of
19 employer under existing law.

20 141. Ryan is a person acting on behalf of INTECANN and is therefore liable to
21 Plaintiff as an employer. Ryan caused the laws relating to minimum wages to be violated.

22 142. Here, Plaintiff was not afforded uninterrupted meal/rest breaks and as result
23 thereof, Plaintiff was not paid minimum wages that were due to him.

24 143. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
25 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
26 wage, including interest thereon, reasonable attorneys’ fees, and costs of suit.

27 144. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
28 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*

1 *Code* § 1194. Where an employee, such as Plaintiff is not paid for all hours worked under
2 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
3 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
4 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
5 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
6 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
7 (N.D. Cal. 2016).

8 145. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
9 of compensation due and owing to him as a direct result of Defendants' unlawful acts and
10 Labor Code violations in in the amount of at least \$133,056.00, according to proof at trial.

11 146. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
12 wages against employers and those individuals acting on their behalf. Plaintiff requests that
13 this Court assess this penalty against Defendants INTECANN and Ryan, and each of them, in
14 an amount to be proven at trial.

15 147. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558,1194 and
16 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants
17 INTECANN and Ryan owes him, plus interest, penalties, attorneys' fees, expenses and costs of
18 suit, in amounts according to proof.

19 148. Under *Labor Code* § 1194.2, Plaintiff is entitled to recover as liquidated
20 damages, amounts equal to the wages unlawfully unpaid and interest thereon.

21 **TWELFTH CAUSE OF ACTION**

22 **(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code §§ 226.7, 512 –**

23 **By Plaintiff Against Defendant INTERCANN and Does 1 through 100)**

24 149. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

26 150. Labor Code § 512 and the applicable IWC Wage Order generally require an
27 employer to provide a meal period of not less than 30 minutes for employees who work a
28 period of more than five hours per day.

1 151. Defendant violated Labor Code § 512 and the applicable IWC Wage Order by
2 failing to provide Plaintiff the requisite uninterrupted 30-minute meal periods required by law.
3 Plaintiff was required to communicate with his supervisor and dispatcher during his meal
4 breaks on his personal cell phone. Additionally, Plaintiff was also required to use a walkie
5 talkie to communicate with employees during his meal/rest breaks.

6 152. Defendant further violated the applicable IWC Wage Order and Labor Code
7 § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate
8 of pay for each work day that the meal period was not provided, in an amount according to
9 proof. This amount remains owed and unpaid.

10 **THIRTEENTH CAUSE OF ACTION**

11 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7**

12 **– By Plaintiff Against Defendant INTECANN Does 1 through 100)**

13 153. Plaintiff realleges and incorporates by reference all of the allegations set forth in
14 this Complaint.

15 154. Labor Code § 226.7 and the applicable Wage Order provide that employers shall
16 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
17 per four hours of work, or major fraction thereof.

18 155. Labor Code § 226.7 and the applicable Wage Order provide that if an employer
19 fails to provide an employee with rest periods in accordance with those provisions, the
20 employer shall pay the employee one hour of pay at the employee's regular rate of
21 compensation for each workday that the rest periods were not so provided.

22 156. INTECANN has intentionally and improperly denied rest periods to Plaintiff in
23 violation of Labor Code § 226.7 and the applicable Wage Order.

24 157. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

25 158. At all times relevant hereto, INTECANN failed to provide rest periods as
26 required by Labor Code § 226.7 and the applicable Wage Order. Plaintiff was routinely not
27 afforded uninterrupted rest breaks.
28

159. By virtue of Defendants' unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

FOURTEENTH CAUSE OF ACTION

**(Failure to Provide Suitable Seating in Violation of Cal. Lab. Code §1198 and IWC Wage
Order No. 4 By Plaintiffs against Defendant and Does 1 through 100)**

160. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

161. California Labor Code section 1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

162. IWC Wage Order No. 4-2001 section 14 requires Defendant to provide Plaintiff with a suitable seat placed in reasonable proximity to the work area and permit Plaintiff and to use such seat when Plaintiff and Class Members are not engaged in active duties and when it does not interfere with the performance of their duties.

163. Here, Plaintiff suffered an injury to his right knee while on the job. Plaintiff was told that he could sit, but not that often. At times, Defendant has failed to provide such suitable seating to Plaintiff.

164. Plaintiff is entitled to recover all remedies available for violations of California Labor Code section 1198 and IWC Wage Order No. 4-2001, section 14.

FIFTEENTH CAUSE OF ACTION

(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code §226– By Plaintiff Against Defendant INTECANN Does 1 through 100)

165. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

166. At all times relevant herein, INTECANN failed to issue payroll statements to Plaintiff because INTECANN paid Plaintiff in cash. Plaintiff was improperly not issued wage statements for amounts he was paid in cash.

174. Under Labor Code § 203(a), Plaintiff is entitled to his overtime, minimum wages and premium pay for meal/rest breaks not afforded.

175. By willfully failing to pay Plaintiff for overtime hours worked, minimum wages and premium pay for interrupted meal/rest breaks, as set forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, INTECANN is liable to him for penalties pursuant to Cal. Lab. Code § 203, in an amount equal to 30 days of his per diem wage rate in an amount according to proof.

SEVENTEENTH CAUSE OF ACTION

**(Failure to Reimburse Business Expenses in Violation of Cal. Labor Code §2802 By
Plaintiff Against Defendant INTECANN and Does 1 through 100)**

176. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

177. Labor Code §2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of his duties.

178. At all times relevant herein, INTECANN was aware that Plaintiff was using his personal cell phone and vehicle for business, but failed to indemnify Plaintiff for all his business-related expenses, including wear and tear expenses, in accordance with Labor Code §2802.

179. Since there was no bathroom available Plaintiff was at times required to relieve himself in a bag or bucket. At times, Plaintiff drove his personal vehicle to bathroom facilities.

180. Further, Plaintiff purchased various tools for the performance of his job, such as bullets and a personal weapon.

181. As a result of INTECANN's conduct, Plaintiff suffered damages in an amount, subject to proof, to the extent he was not reimbursed for all of his business-related expenses incurred in the discharge of his duties.

182. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of his unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

1 **EIGHTEENTH CAUSE OF ACTION**

2 **(Failure to Pay Uniform Maintenance Allowance in Violation of Cal. *Labor Code* § 2802 By**
3 **Plaintiff Against Defendant INTECANN and Does 1 through 100)**

4 183. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 184. Under California law, if an employer requires non-exempt employees to wear a
7 uniform, the employer must pay for and maintain the uniform for the employee. Labor Code
8 §2802.

9 185. An employer may never impose a financial burden on employees, with respect
10 to purchasing or maintaining clothing, which would reduce the employees' wage rate below the
11 minimum wage.

12 186. Here, INTECANN did not reimburse Plaintiff for a duty belt and gun holster he
13 purchased for business-related purposes.

14 187. As a proximate result of the aforementioned violations of § 2802, Plaintiff is
15 entitled to recovery from INTECANN for reimbursement of necessary expenditures including
16 interest and attorneys' fees.

17 188. As a proximate result of the aforementioned violations of Labor Code § 2802,
18 Plaintiff has been damaged in an amount according to proof at the time of trial.

19 **NINETEENTH CAUSE OF ACTION**

20 **(Failure to Allow Inspection of Employment Records in Violation of Cal. *Labor Code***
21 **§1198.5 By Plaintiff Against Defendant INTECANN and Does 1 through 100)**

22 189. Plaintiff realleges and incorporates by reference all of the allegations set forth in
23 this Complaint.

24 190. California Labor Code Section 1198.5 provides:

25 (a) Every current and former employee, or his or her representative, has the right
26 to inspect and receive a copy of the personnel records that the employer
27
28

1 maintains relating to the employee's performance or to any grievance concerning
2 the employee.

3 (b) The employer shall make the contents of those personnel records available
4 for inspection to the current or former employee, or his or her representative, at
5 reasonable intervals and at reasonable times, but not later than 30 calendar days
6 from the date the employer receives a written request, unless the current or
7 former employee, or his or her representative, and the employer agree in writing
8 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
9 date does not exceed 35 calendar days from the employer's receipt of the written
10 request to inspect the records. Upon a written request from a current or former
11 employee, or his or her representative, the employer shall also provide a copy of
12 the personnel records,... later than 30 calendar days from the date the employer
13 receives the request...

14
15 (k) If an employer fails to permit a current or former employee, or his or her
16 representative, to inspect or copy personnel records within the times specified I
17 this section... the current or former employee may recover a penalty of seven
18 hundred fifty dollars (\$750) from the employer.

19 (l) A current or former employee may also bring an action for injunctive relief
20 to obtain compliance with this section, and may recover costs and reasonable
21 attorney's fees in such an action.

22 191. Additionally, pursuant to the applicable Wage Order, at section 7 re: Records,
23 employers are required to keep accurate payroll records on each employee, and such records
24 must be made readily available for inspection by the employee upon reasonable request. The
25 employer must also maintain accurate production records.

26 192. On or about April 9, 2024, Plaintiff 's counsel issued a written request to
27 INTECANN for copies of his personnel records.
28

193. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiff's hours worked, wage statements and compensation. Plaintiff's counsel and INTECANN did not enter into an agreement to enlarge the time for INTECANN's compliance, and INTECANN has failed and refused to permit Plaintiff copies of his records.

194. As a direct result and consequence of INTECANN's failure and refusal to permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or decree mandating INTECANN's compliance. Plaintiff has suffered and will suffer harm as a result of INTECANN's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750 based upon INTECANN's violation of §1198.5.

TWENTIETH CAUSE OF ACTION

**(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. &
Prof. Code §17200 et seq.– By Plaintiff Against Defendant INTECANN Does 1 through
100)**

195. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

196. California Business & Professions Code § 17200 et seq. prohibits acts of unfair competition, which shall mean and include any "unlawful and unfair business practices."

197. INTECANN's conduct as alleged herein has been and continues to be unfair, unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this suit for restitution.

198. The payment of overtime, minimum wages, affording of meal/rest breaks, reimbursement of business expenses, providing a uniform maintenance allowance and providing suitable seating are fundamental public policies of the State of California. It is also the public policy of this State to enforce minimum labor standards, to ensure that employees are

1 not required or permitted to work under substandard and unlawful conditions, and to protect
2 those employers who comply with the law from losing competitive advantage to other
3 employers who fail to comply with labor standards and requirements.

4 199. INTECANN failed to pay overtime, minimum wages, afford meal/rest breaks,
5 reimburse business expenses, pay a uniform maintenance allowance, provide suitable seating
6 and to provide Plaintiff with his employment records.

7 200. During the applicable limitations period, INTECANN violated Plaintiff's rights
8 under the above-referenced Labor Code sections by failing to pay for overtime, minimum
9 wages, afford meal/rest breaks, reimburse business expenses, provide uniform maintenance
10 allowance and suitable seating, in violation of *Labor Code* § 203, as a result of not correctly
11 calculating his regular rate of pay to include all applicable remuneration.

12 201. Through the conduct alleged herein, INTECANN acted contrary to these public
13 policies and has thus engaged in unlawful and/or unfair business practices in violation of
14 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
15 privileges guaranteed to employees under California law.

16 202. INTECANN regularly and routinely violated the following statutes and
17 regulations with respect to Plaintiff:

18 Cal. Lab. Code §226.8 (willful misclassification as an independent contractor);

19 Cal. Lab. Code §§ 510, 511, 558, 1198 and 1194 and IWC Wage Order No. 4 as
20 amended (failure to pay overtime);

21 Cal. Lab. Code §§ 1194, 1197, 1197.1, 1198, 119 and IWC Wage Order No. 4
22 as amended (failure to pay minimum wage);

23 Cal. Lab. Code §226 (failure to afford meal/rest breaks);

24 Cal. Lab. Code § 226 (failure to provide accurate wage statements to employees
25 at the time of payment);

26 Cal. Lab. Code §§ 201, 202 and 203 (failure to pay wages due on termination);
27
28

1 Cal. Lab. Code § 2802 (failure to reimburse business expenses);
2 Cal. Lab. Code § 2802 (failure to provide uniform maintenance allowance);
3 Wage Order No. 4 (failure to provide suitable seating); and
4 Cal. Lab. Code § 1198.5 (failure to allow inspection of employment records).
5

6 203. By engaging in these business practices, which are unfair business practices
7 within the meaning of Bus. & Prof. Code §§ 17200 et seq., INTECANN harmed Plaintiff and
8 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
9 entitled to obtain restitution of these funds.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
12 and against Defendants, and each of them, as follows:

13 1. For compensatory damages in the amount of overtime due to Plaintiff, in the
14 amount of at least \$133,056.00, according to proof;

15 2. For compensatory damages in the amount of minimum wages due to Plaintiff, in
16 the amount of at least \$133,056.00;

17 3. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
18 workday that a meal and/or rest period was not provided;

19 4. For compensatory damages for lost wages and employment benefits, in the
20 amount of at least \$133,056.00, according to proof;

21 5. For compensatory damages for physical and emotional distress, in the amount of
22 \$1,000,000, according to proof;

23 6. For an award of consequential damages, according to proof;

24 7. For general damages according to proof;

25 8. For payment of unpaid wages in accordance with California labor and
26 employment law;

27 9. For damages for failure to provide suitable seating;
28

1 10. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
2 §203, in an amount equal to his respective daily rates of pay at the time of termination or
3 layoff, multiplied by the total amount of days elapsed between the date of the involuntary
4 termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30
5 days' pay, according to proof;

6 11. For statutory damages pursuant to *Cal. Lab. Code* §§ 226, 558, according to
7 proof;

8 12. For compensatory damages in the amount of Plaintiff's out of pocket expenses
9 cell phone use, and reimbursement of monies incurred while performing INTECANN's
10 business-related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*
11 §2802(c);

12 13. For compensatory damages in the amount of Plaintiff's uniform maintenance
13 expenses, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);

14 14. For a preliminary and permanent injunction ordering INTECANN to disclose
15 Plaintiff's payroll records and to prevent INTECANN from committing such illegal acts in the
16 future;

17 15. For an award of restitution of wages to Plaintiff in an amount equal to the
18 amount of wages owed and unpaid, according to proof;

19 16. For specific relief enforcing waiting time penalties of 30 days of per diem wages
20 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

21 17. For prejudgment interest accrued on all due and unpaid overtime and minimum
22 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
23 1194(a), according to proof;

24 18. For injunctive relief requiring INTECANN to comply with Labor Code
25 1198.5(b)(1);

26 19. For punitive and exemplary damages in a sum to be determined at trial;
27
28

1 20. For reasonable costs, including attorneys' fees, in an amount according to proof
2 pursuant to *Government Code* § 12965(b), Cal. Lab. Code §§ 218.5, 218.6, 1198.5(1), 2802 and
3 Cal. Code Civ. Proc. §1021.5;

4 21. For prejudgment interest, according to proof; and

5 22. For such other and further relief as the Court deems just and proper.
6

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff Alexander Nicola Peralta hereby respectfully requests a trial by jury for all
9 claims and issues raised in his Complaint that may be entitled to a jury trial.

10 LIPELES LAW GROUP, APC

11 Date: April 17, 2024

12
13 By:  _____

14 Kevin Lipeles
15 Attorneys for Plaintiff
16 Alexander Nicola Peralta
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