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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE JIMENEZ,

Plaintiff,

vs.

EL CLASIFICADO; MARTHA DE LA
TORRE; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **24STCV30956**

) **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 GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL**
) **BREAKS;**
) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **10) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES**
) **11) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200**
) **12) DISCRIMINATION ON THE BASIS**
) **OF AGE IN VIOLATION OF FEHA**
) **13) FAILURE TO PREVENT**
) **DISCRIMINATION IN VIOLATION**
) **OF FEHA;**
) **14) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**

1)
2) **DEMAND FOR JURY TRIAL**
3)
4)
5)
6)

7 COMES NOW Plaintiff, JOSE JIMENEZ (hereinafter "Plaintiff"), and alleges as
8 follows:

9 **PARTIES, JURISDICTION, VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of Los Angeles in this judicial district because Defendants EL CLASIFICADO;
12 MARTHA DE LA TORRE; and DOES 1 to 25, inclusive, do business in the County of Los
13 Angeles and because Defendants' obligations and liabilities arise therein, and because the work
14 that was performed by Plaintiff in the County of Los Angeles is the subject of this action.
15 Moreover, Plaintiff's damages sought herein exceed \$35,000.

16 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

17 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
18 EL CLASIFICADO is a California corporation, doing business in Los Angeles County,
19 California, and which employed Plaintiff.

20 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
21 MARTHA DE LA TORRE is a female resident of the State of California, and the owner,
22 managing agent, and/or director EL CLASIFICADO. MARTHA DE LA TORRE is being
23 included in this lawsuit pursuant to Labor Code Section 558.1 as she was involved in the day-
24 to-day operations of the business, including the wage and hour policies and practices, and as
25 such controlled the hours, wages, and/or working conditions of Plaintiff and other hourly, non-
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1 exempt employees. Defendants EL CLASIFICADO and MARTHA DE LA TORRE are
2 collectively referred to herein as “Defendant(s)” (unless otherwise noted) or “EL
3 CLASIFICADO”.

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
8 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
9 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
10 and 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
15 of his/her codefendants.

16 **GENERAL ALLEGATIONS**

17 7. Plaintiff started working for EL CLASIFICADO over 29 years ago as a salesperson.
18 During his employment tenure, Plaintiff was misclassified as an outside salesperson. Plaintiff
19 was wrongfully terminated on or around February 14, 2024.

20 8. It is Plaintiff’s position that due to personally suffering the below violations, Plaintiff
21 can equivocally bring the following labor code violations on behalf of all other employees,
22 including ALL hourly, non-exempt employees who worked for EL CLASIFICADO anywhere
23 in the state of California (at all different locations) during the relevant PAGA period.

24 9. It is Plaintiff’s position that EL CLASIFICADO has violated the following Labor Code

1 Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-
2 exempt, hourly employees who worked for EL CLASIFICADO at their various locations in the
3 State of California during the relevant PAGA period.

4 10. EL CLASIFICADO did not provide Plaintiff and other aggrieved employees with
5 compensation for all hours worked and did not pay Plaintiff and others the minimum wages to
6 which they were entitled for work performed “off the clock” pursuant to California Labor Code
7 sections 1194, 1197 and 1197.1. Plaintiff was misclassified as an outside salesperson and was
8 not paid for all hours worked in that he was only paid \$7.50 per hour and for only 40 hours per
9 week. The reality was that Plaintiff would work 50-60 hours per week but was not paid for all
10 hours worked and was not paid at the minimum wage rate. Additionally, Plaintiff and others also
11 worked “off the clock” and were not paid for all hours worked because EL CLASIFICADO had
12 a company policy wherein they would disproportionately round down the number of hours
13 worked by Plaintiff and other aggrieved employees, resulting in “time shaving” and further
14 resulting in aggrieved employees not being paid for all hours worked.
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17 11. Furthermore, Plaintiff was essentially paid by commission instead of being paid hourly.
18 It is Plaintiff’s position that Plaintiff and others should have been paid on an hourly basis. The
19 wages Plaintiff and others were receiving cannot be deemed a “commission” because a payment
20 based on the actual production of a good or rendering of a service is not a commission under
21 California law. *See Keyes Motors, Inc. v. DLSE*, 197 Cal. App. 3d 557 (1988). A car mechanic
22 whose wages are calculated as a percentage of what the car owner pays the mechanic’s employer
23 is not being paid a “commission.” *Id.* Here, similar to a car mechanic whose wages are calculated
24 as a percentage of what the car owner pays the mechanic’s employer, Plaintiff’s wages were
25 ultimately based on a percentage of the money recovered from a particular customer for the
26 advertisement in the El Clasificado magazine. As such, since Plaintiff and others were not
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1 outside salespersons and were not truly receiving “commission”, they would be deemed non-
2 exempt hourly employees.

3 12. Additionally, California Labor Code section 226.2, effective January 1, 2016, provides
4 that employees shall be compensated for rest and recovery periods and other non-productive,
5 non-selling time separate from any piece-rate compensation. Section 226.2 further requires that
6 employees must be compensated for these time periods at a rate no less than the highest federal,
7 state, or local minimum wage that is applicable to the employment. EL CLASIFICADO did not
8 fully and accurately compensate Plaintiff and all similarly situated aggrieved employees for rest
9 and recovery periods and other non-productive time separate from any piece-rate compensation.
10 Moreover, EL CLASIFICADO failed to provide its employees with proper and accurate
11 reporting time pay.
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13 13. EL CLASIFICADO also violated Labor Code §510 because it failed to pay Plaintiff and
14 other employees, including salespersons and other hourly employees, the correct amount of
15 overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours
16 per week throughout their employment. Moreover, for the commissioned employees such as
17 Plaintiff, EL CLASIFICADO failed to pay any overtime at all and should have paid overtime
18 since Plaintiff was working 50-60 hours per week but getting paid \$7.50 per hour for only 40
19 hours per week. As mentioned above, Plaintiff was not an outside salesperson. If EL
20 CLASIFICADO makes the argument that Plaintiff was somehow an inside salesperson, they did
21 not pay the correct overtime during pay periods during which salespersons did not meet the
22 inside salesperson exemption in that they did not earn one-and-a-half times the minimum wage
23 during a particular pay period and more than half of their wages for that particular pay period
24 were not from commission/sales. Moreover, during those particular pay periods wherein the
25 inside salesperson exemption did not apply, EL CLASIFICADO did not factor in the commission
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1 payments/incentive payments/sick pay and/or any bonuses in deciphering employees regular rate
2 of pay for purposes of figuring out the overtime rate of pay. Furthermore, EL CLASIFICADO
3 failed to include bonuses/incentive payments/sick pay in calculating employees' regular rate of
4 pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and bonus
5 payments/sick pay were also not factored into employees' regular rate for purposes of receiving
6 meal and rest break premiums per the Ferra v. Loews case.

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8 14. EL CLASIFICADO violated Labor Code §§ 512 and 226.7 as well as the applicable
9 Industrial Welfare Commission (IWC) Wage Order (nos. 1 or 4) because it failed to provide
10 Plaintiff and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted
11 meal periods for every five (5) hours of work throughout their employment, and Plaintiff did not
12 validly waive said meal periods. EL CLASIFICADO did not completely relieve Plaintiffs of all
13 duties during said meal periods. EL CLASIFICADO did not pay to Plaintiff one additional hour
14 of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory
15 meal periods was not provided. Plaintiff and others were simply not able to take full,
16 uninterrupted meal breaks in that they would not be able to receive their meal periods before the
17 5th hour worked due to work obligations. Late or no meal breaks were consistent and pervasive
18 and across the board for all hourly, non-exempt employees. Furthermore, employees did not
19 receive a second meal break on those days wherein Plaintiff and others worked more than 10
20 hours. Plaintiff was not able to take timely, uninterrupted meal periods due to work obligations
21 in having to visit clients. Moreover, EL CLASIFICADO did not keep track of Plaintiff's time as
22 there was no clock in and clock out records for Plaintiff's meal periods. Based on the latter, there
23 is a presumptive violation under California law. Additionally, the incentive and bonus payments
24 were also not factored into Plaintiff's and others' regular rate for purposes of receiving meal and
25 rest break premiums per the Ferra v. Loews case.
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1 15. If EL CLASIFICADO had Plaintiff sign a meal period waiver, it would not be valid and
2 enforceable since Plaintiff and others generally worked more than a 6-hour shift. If EL
3 CLASIFICADO had Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed
4 to work through the meal periods or stay on the premises during meal periods, it would be invalid
5 and unenforceable because the nature of Plaintiff's job does not and did not prevent him from
6 taking a meal period. EL CLASIFICADO could have easily hired more staff, including
7 salespersons, which would have allowed Plaintiff to take a timely, uninterrupted break and be
8 relieved of all work duties. If EL CLASIFICADO argues that Plaintiff and others were actually
9 paid for their meal breaks, the latter would not mean there was no violation since Plaintiff and
10 others were essentially denied any meal breaks for them to rest and get something to eat. The
11 solution for EL CLASIFICADO is not to keep their employees from taking meal periods, but to
12 hire additional staff and "breakers" to make sure that their employees receive statutory breaks.
13 To the extent that EL CLASIFICADO argues that employees receive meal break premium pay
14 for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the
15 PAGA penalties are for the violations themselves, irrespective of whether an employee received
16 the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire*
17 *Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice
18 between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v.*
19 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
20 extra hour of pay does not excuse the violation; the employer has still committed a violation even
21 if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
22 2016 WL 1110302 at *4). As such, the work environment and culture at EL CLASIFICADO
23 was not conducive to receiving consistent, timely, uninterrupted statutory meal breaks under
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1 California law. Moreover, any meal or rest break premiums paid were not compensated at the
2 weighted average regular rate, inclusive of bonuses and/or incentive payments.

3 16. EL CLASIFICADO violated Labor Code § 226.7 as well as the applicable IWC Wage
4 Order (nos. 1 or 4) because it failed to provide Plaintiff and other similarly situated aggrieved
5 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
6 throughout their employment. EL CLASIFICADO did not completely relieve Plaintiff of all
7 duty during said rest periods. EL CLASIFICADO did not pay to Plaintiff one additional hour
8 of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory
9 rest periods was not provided. It was not company policy and not part of the company culture
10 for employees such as Plaintiff and others to take rest breaks, especially two daily rest breaks of
11 at least 10 minutes each wherein Plaintiff and others were fully relieved of their work duties.
12 The latter simply did not exist. In fact, Plaintiff and the other employees did not receive any rest
13 breaks at all during their employment tenure. As such, the culture at EL CLASIFICADO did not
14 lend itself to the employees receiving statutory breaks wherein they were relieved of all work
15 duties. It was the normal practice and custom of EL CLASIFICADO not to authorize, permit,
16 and enforce statutory rest periods. As such, the environment and culture at EL CLASIFICADO
17 was not conducive to receiving statutory rest breaks under California law.

20 17. Furthermore, during the relevant time period, and due to the aforementioned violations,
21 EL CLASIFICADO failed to pay Plaintiff and other similarly situated aggrieved employees all
22 wages due to them within any time period specified by California Labor Code section 204. EL
23 CLASIFICADO was also in violation of California Labor Code section 226(a) by failing to
24 include pertinent information on the wage statements, including but not limited to, the correct
25 hourly rate, all hours worked, overtime hours worked, correct overtime pay, correct amount of
26 pay for non-productive time, gross wages earned, premium pay for missed meal and rest breaks,
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1 all deductions, net wages earned, the correct name and address of the employer, employee
2 identifying information, rest and recovery compensation and the rest and recovery periods that
3 were supposed to be compensated, the correct start and end of the pay periods, and
4 reimbursement for business expenses, among others. Moreover, EL CLASIFICADO did not
5 provide rest and recovery period compensation to Plaintiff and other commissioned salespersons.
6 As such, EL CLASIFICADO did not provide Plaintiff and other similarly situated aggrieved
7 employees with complete, accurate itemized wage statements.
8

9 18. EL CLASIFICADO violated Labor Code § 203 because it willfully failed to pay Plaintiff
10 and other similarly situated aggrieved employees earned and due wages upon separation of
11 employment, either immediately upon involuntary termination, or within 72 hours of
12 resignation. After Plaintiff stopped working at EL CLASIFICADO and after his employment
13 with EL CLASIFICADO ended, EL CLASIFICADO failed and refused to pay all wages earned
14 and due immediately upon separation. These earned but unpaid wages include the unpaid
15 minimum wages/compensation for all hours worked, “off the clock” work, overtime, premium
16 pay for missed meal and rest breaks, and business expense reimbursement, among others.
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18 19. During the relevant time period, EL CLASIFICADO also failed to keep accurate and
19 complete payroll records showing the correct wages paid to Plaintiff and other aggrieved
20 employees, including technicians, pursuant to California Labor Code sections 1174(d).
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22 20. Moreover, during the relevant time period, Plaintiff and other aggrieved employees
23 incurred necessary, business-related expenses and costs that were not reimbursed by EL
24 CLASIFICADO. These costs include, but are not limited to, use of personal vehicles for work
25 purposes without mileage reimbursement at the IRS rate. Additionally, Plaintiff and other
26 similarly situated aggrieved employees had to use their personal cell phones for work purposes,
27 including sales activities involving clients, and were not reimbursed. Plaintiff and others were
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1 also not reimbursed for their uniforms. Moreover, Accordingly, EL CLASIFICADO was in
2 violation of California Labor Code sections 2800 and 2802.

3 21. Moreover, there was no suitable seating/rest break facilities for the employees pursuant
4 to Wage Order no. 1-2001/4-2001.

5 22. In addition, Plaintiff would also have individual non-wage claims for discrimination
6 and wrongful termination based on age in violation of the Fair Employment and Housing Act
7 (FEHA). Plaintiff was terminated because he was 64 years old. Manager Liliana Zambrano made
8 disparaging remarks, referring to the Plaintiff as a "frustrated, unsuccessful, and old man,"
9 indicating that these perceptions influenced the decision to deny him employment within EL
10 CLASIFICADO and ultimately leading to his wrongful termination. Any other reason given for
11 Plaintiff's termination, including "low" sales, was an absolute pretext.
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13 **FIRST CAUSE OF ACTION**

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

15 **(California Industrial Welfare Commission Order 1-2001/4-2001, California Code of**
16 **Regulations Title 8 Section 11010/11040, and California Labor Code Section 1198)**

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

18 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.
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21 24. At all times relevant herein, Defendants were required to compensate its employees for
22 all hours worked upon reporting for work at the appointed time stated by the employer
23 pursuant to Industrial Welfare Commission Order 1-2001/4-2001, California Code of
24 Regulations, Title 8, Section 11010/11040.
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26 25. For the three (3) years preceding filing of this action, Defendants failed to compensate
27 Plaintiff for all hours worked.
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1 26. Under the aforementioned wage order and regulations, Plaintiff is to recover
2 compensation for all hours worked but not paid by Defendants for the three (3) years
3 preceding the filing of this Complaint.

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

7 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
8 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
9 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
10 reasonable attorney's fees and costs of suit.

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

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 1-2001/4-2001)**

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

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

23 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
24 to suffer or permit a California employee to work without paying wages at the minimum wage
25 rate for all hours worked as required by the applicable Industrial Welfare Commission
26 (hereinafter "IWC") Wage Order No. 1-2001/4-2001, codified at California Code of
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1 Regulations, Title 8, Section 11050, subdivision 4.

2 32. Pursuant to IWC Wage Order no. 1-2001/4-2001 subdivision 2(K), at all relevant times,
3 “hours worked” included “the time during which an employee is subject to the control of an
4 employer, and includes all the time the employee is suffered or permitted to work, whether or
5 not required to do so...”

6 33. Moreover, Pursuant to California Industrial Welfare Commission Order no. 1-2001/4-
7 2001, Section 9(B), “When tools or equipment are required by the employer or are necessary to
8 the performance of a job, such tools and equipment shall be provided and maintained by the
9 employer, except that an employee whose wages are at least two (2) times the minimum wage
10 provided herein may be required to provide and maintain hand tools and equipment
11 customarily required by the trade or craft.”

12 34. During his employment, Plaintiff was regularly required as a matter of uniform
13 policy and practice to provide and maintain hand tools and equipment customarily required by
14 the trade or craft and was paid less than two times the minimum wage rate by Defendants for
15 hours worked in violation of California Labor Code Section 1197 and the applicable California
16 Industrial Wage Commission wage order(s).

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

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

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

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME**

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9 **(California Industrial Welfare Commission Order 1-2001/4-2001, California Code of**
10 **Regulations Title 8 Section 11010/11040, California Labor Code sections 510, 1194)**

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

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

14 39. Pursuant to Industrial Welfare Commission Order No. 1-2001/4-2001, California Code
15 of Regulations, Title 8, Section 11010/11040, for the period of Plaintiff's employment,
16 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
17 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
18 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
19 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
20 consecutive work day in a week.

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22 40. Plaintiff was a non-exempt employee entitled to the protections of the California
23 Industrial Welfare Commission Order No. 1-2001/4-2001, California Code of Regulations,
24 Title 8, Section 11010/11040.

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26 41. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
27 single workweek on numerous occasions.
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1 42. Plaintiff worked more than twelve (12) hours in a single workday.

2 43. Plaintiff was entitled to the above overtime premiums.

3 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
4 Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past
5 eight (8) in a day.

6 45. Defendants did not pay Plaintiff premium wages of at least one and one-half times
7 Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past
8 forty (40) in a week.

9 46. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's
10 regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12)
11 in a day.

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

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

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

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

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1 **FOURTH CAUSE OF ACTION**

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

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

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

5 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

7 52. Pursuant to California Labor Code Section 226, every employer must furnish each
8 employee an itemized statement of wages and deductions at the time of payment of wages.
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10 53. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
11 accurately reflected all information required by Labor Code Section 226, including but not
12 limited to, gross wages earned (regular and overtime hours), net wages earned, premium pay
13 for missed meal and rest breaks, total hours worked by the employee, and all deductions.
14 Therefore, Defendants failed to maintain and provide accurate itemized wage
15 statements to Plaintiff in accordance with California Labor Code Section 226(a).
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17 54. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
18 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
19 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
20 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
21 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
22 the 3-year period immediately preceding the date this lawsuit was filed.
23

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

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

5 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

3 **SIXTH CAUSE OF ACTION**

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

5 **(Plaintiff against all named Defendants and all DOE defendants)**

6 63. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 62, inclusive, of this Complaint as though fully set forth herein.

8 64. Pursuant to California Labor Code Section 201(a), an employer who discharges an
9 employee must immediately pay for all compensation due and owing.
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11 65. Pursuant to California Labor Code Section 202, when an employee resigns, the
12 employer must pay all compensation due and owing within 72 hours of resignation, or on the
13 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

14 66. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
15 without abatement or reduction, any wages of an employee whose employment ends, the wages
16 of the employee shall continue as a penalty from the due date at the same rate until paid or until
17 an action is commenced; however, the wages shall not continue for more than 30 days for
18 failure to pay an employee owed wages.
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20 67. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
21 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

22 68. 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. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately
25 preceding the filing of this lawsuit.
26

27 69. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
28

1 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
2 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

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

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO GIVE REST BREAKS**

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

9
10 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

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

- 13 a. Title 8 of the California Code of Regulations Sections 11010/11040, which
14 provides that every employer shall authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work period.
16 The authorized rest period time shall be based on the total hours worked daily at the
17 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
18
19 b. Title 8 of the California Code of Regulations Sections 11010/11040 (12)(B), which
20 provides that if an employer fails to provide an employee a rest period in
21 accordance with the applicable provisions of this order, the employer shall pay the
22 employee one (1) hour of pay at employee's regular rate of compensation for each
23 workday that the rest period is not provided;
24
25 c. Title 8 of the California Code of Regulations sections 11010/11040(20)(A), which
26 penalizes the employer \$50.00 for each initial violation, per employee, of any
27 provision of the Wage Order, and \$100.00 for each additional violation thereafter
28

per employee; and

- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

73. 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.

74. 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.

75. 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.

76. 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)

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

1 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

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

- 3 a. California Labor Code section 512(a), which requires that employees be given a 30-
4 minute uninterrupted meal break after five (5) hours of work, and a second
5 uninterrupted meal break after ten (10) hours of work;
- 6 b. California Labor Code section 226.7, which states that (a) no employer shall require
7 any employee to work during any meal period mandated by an applicable order of
8 the Industrial Welfare Commission, and (b) if any employer fails to provide an
9 employee a meal period in accordance with an applicable order of the Industrial
10 Welfare Commission, the employer shall pay the employee one (1) additional hour
11 of pay at the employee's regular rate of compensation for each workday that the
12 meal period is not provided;
- 13 c. California Industrial Welfare Commission Order No. 1/4 section 11(B), as codified
14 under Title 8 of the California Code of Regulations Section 11010/11040, which
15 states that if an employer fails to provide an employee a meal period in accordance
16 with the applicable provisions of the Wage Order, the employer shall pay the
17 employee one (1) hour of pay at the employee's regular rate of compensation for
18 each workday that the meal period is not provided;
- 19 d. California Industrial Welfare Commission Wage Order No. 1/4 Section 7(A)(3), as
20 codified under Title 8 of the California Code of Regulations Section 11010/11040,
21 which requires an employer to maintain records documenting its employees' meal
22 periods;
- 23 e. California Industrial Welfare Commission wage order No. 1/4 Section 20(A), as
24 codified under California Code of Regulations Section 11010/11040 , which
25
26
27
28

1 penalizes the employer \$50.00 for each initial violation, per employee, of any
2 provision of the Wage Order, and \$100.00 for each additional violation thereafter
3 per employee; and

- 4 f. California Labor Code section 1171 and 1173, which have given the California
5 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order No. 1/4)
6 as enforceable law.

7
8 79. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
9 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
10 take a second relieved meal break after ten (10) hours of work, as required by California law.
11 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
12 1/4, as codified under California Code of Regulations Sections 11010/11040 et. seq. requires
13 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
14 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
15 work duty. California Labor Code section 226.7 provides that employers may not require their
16 employees to work through their meal periods. California Labor Code section 226.7 and
17 California Code of Regulations section 11010/11040 requires that if the employer fails to
18 provide the employee with an uninterrupted meal period, the employer must pay the employee
19 one (1) hour of pay for each work day that the meal period is not given.
20

21 80. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
22 regulations, and wage orders alleged in this cause of action along with any allowable interest,
23 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
24 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
25

26 81. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
27 fees as well as interest under Labor Code section 218.6.
28

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

4 **NINTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
7 **202, 203, 204 and/or 204b, 210, 226, 226.2, 226.3, 226.7, 226.8, 233, 246, 510, 512, 558,**
8 **1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Order 1-2001/4-2001)**

9 **(Against All Named Defendants and all DOE Defendants)**

10 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

12 84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
13 Defendants of the specific violations of the California Labor Code that Defendants
14 and DOE defendants have violated and continue to violate.

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

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

22 87. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
23 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
24 departments, divisions, commissions, boards, agencies, or employees for violation of the code
25 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
26
27
28

1 on behalf of other current or former employees pursuant to the procedures specified in
2 California Labor Code section 2699.3.

3 88. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against him, and therefore is
5 properly suited to represent the interests of other current and former hourly, non-exempt
6 employees who worked for EL CLASIFICADO at any and all locations in the State of
7 California during the PAGA period.

8 89. Based on the acts alleged above, Plaintiff, on behalf of others, seeks
9 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
10 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

11 90. Plaintiff therefore has exhausted all administrative remedies required of him under
12 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
13 cause of action and pursue penalties in a representative action for Defendants’ violations of the
14 Labor Code.

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

17 92. California Labor Code section 558 establishes a civil penalty as follows: Any
18 employer or other person action on behalf of an employer who violates, or causes to be
19 violated, a section of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
21 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
22 dollars (\$50) for each underpaid employee for each pay period for which the employee was
23 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid ...;

1 93. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
2 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
3 seeking individual/victim specific relief or underpaid wages under this particular cause of
4 action.

5 94. Specifically, Plaintiff seeks penalties under California Labor Code section 2699.

6 95. Plaintiff seeks penalties for the following:

7 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
8 226.2, 226.3, 226.7, 226.8, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
9 2800, 2802, via 2698 and 2699 any other Labor Codes and Wage Orders (including No. 1/4)
10 violated based on the facts alleged in this Complaint.
11

12 96. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
13 costs, and civil penalties on behalf of other current and former aggrieved employees as alleged
14 herein in an amount to be shown according to proof at trial and within the jurisdictional limits
15 of this Court.
16

17 **TENTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

19 **(Plaintiff against all named Defendants and DOE Defendants, and each of them)**
20

21 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 96, inclusive, of this Complaint as thought fully set forth herein.

23 98. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties."
26

27 99. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
28 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course

1 of completing his job duties, which were not reimbursed by Defendant. These expenses
2 include, but are not limited to, use of personal vehicles for work purposes without mileage
3 reimbursement at the IRS rate. Additionally, Plaintiff and other similarly situated aggrieved
4 employees had to use their personal cell phones for work purposes, including sales activities
5 involving clients, and were not reimbursed. Plaintiff and others were also not reimbursed for
6 their uniforms.

7
8 100. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
9 and attorney's fees and costs, under Labor Code section 2802.

10 **ELEVENTH CAUSE OF ACTION**

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

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

13 **(Plaintiff against EL CLASIFICADO only and all DOE defendants)**

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

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

20 103. Defendants' violations of California labor laws and the Fair Employment and Housing
21 Act (FEHA) constitutes a business practice because it was done repeatedly over a significant
22 period of time in a systematic manner that was detrimental to Plaintiff and other aggrieved
23 employees.

24
25 104. For the four years preceding the filing of this action, Plaintiff has suffered damages
26 and requests damages and/or restitution of all monies and profits to be disgorged from
27 Defendants in an amount according to proof at time of trial, but in excess of the
28

jurisdiction of this Court.

TWELFTH CAUSE OF ACTION

DISCRIMINATION ON THE BASIS OF AGE IN VIOLATION OF FEHA

(Plaintiff against Defendant EL CLASIFICADO only and all DOE defendants)

105. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 104, inclusive, of this Complaint as thought fully set forth herein.

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

107. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was in full force and effect and was binding on Defendant. This statute requires Defendant to refrain from discriminating against any employee because he or she is more than 40 years old.

108. Plaintiff, an employee substantially over 40 years of age, was subjected to adverse employment action based upon his age as alleged herein. These adverse employment acts were based on and substantially motivated in whole or in part by purposeful age discrimination, as prohibited by the laws of the State of California. This cause of action is brought pursuant to FEHA and the California Constitution Article 1, section 8.

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

110. As a direct and proximate result of the aforementioned acts and omissions of Defendant, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past
2 and future), and will continue to suffer in the future, in an amount to be proved at trial.

3 111. The foregoing conduct engaged in by Defendant and DOES 1 to 25, inclusive,
4 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
5 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
6 of their workers' right to work in an environment in which personnel decisions and company
7 policies are made without regard to age, so as to justify the imposition of punitive damages to
8 punish and set an example of said Defendants.
9

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

13 **THIRTEENTH CAUSE OF ACTION**

14 **FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF THE FEHA**

15 **(Plaintiff against Defendant EL CLASIFICADO Only and all DOE Defendants)**

16 113. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 112, inclusive, of this Complaint as though fully set forth herein.

18 114. At all times herein mentioned, FEHA, California Government Code section
19 12940(k), was in full force and effect and was binding on Defendants. According to Government
20 Code § 12940(k), it is an unlawful employment practice for an employer to fail to take all
21 reasonable steps necessary to prevent discrimination and sexual harassment from occurring.

22 115. As described above, Plaintiff was discriminated against by Defendants.
23 Moreover, Defendant knew of Plaintiff's age and Defendant pursued discriminatory actions
24 against Plaintiff, including terminating Plaintiff's employment.

25 116. During the course of Plaintiff's employment, Defendant failed to prevent its
26 employees, including management, from engaging in intentional actions that resulted in Plaintiff
27 being treated less favorably and eventually being terminated because of Plaintiff's protected
28 status (i.e., his age). During the course of Plaintiff's employment, Defendants failed to prevent

1 their employees from engaging in unjustified employment practices against employees in such
2 protected classes. During the course of Plaintiff's employment, Defendants failed to prevent a
3 pattern and practice by their employees of intentional discrimination, on the basis of age, and/or
4 other protected status and/or protected activity.

5 117. Plaintiff believes and, on that basis, allege that his age, was a substantial motivating
6 factor in Defendants' employees' discriminating against him, and terminating his employment.

7 118. 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.

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

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

21 **FOURTEENTH CAUSE OF ACTION**

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

23 **(Plaintiff Against Defendant EL CLASIFICADO only and all DOE Defendants)**

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

26 122. At all times during his employment with EL CLASIFICADO, Plaintiff performed his
27 duties with the utmost diligence and competence.

28 123. Plaintiff is informed and believes and thereon alleges that Defendant's decisions

1 to discriminate against him, and terminate him, as alleged herein, were motivated by Plaintiff's
2 age. Defendants did not give Plaintiff an opportunity to work in an environment free of
3 discrimination.

4 124. The employment of Plaintiff was wrongfully terminated in or around February 14,
5 2024 in violation of the fundamental public policy of the State of California with respect to
6 discriminating against, employees on the basis of protected characteristics and protected
7 complaints. Plaintiff was forced to hire an attorney to assist him to end these illegal activities.
8 Said conduct violated statutory and constitutional expressions of public policy including, but
9 not limited to, Government Code sections 12940 et seq., and the California Constitution,
10 Article 1 section 8.

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

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

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

27 ///

28 ///

///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants, as follows:

1. For compensatory damages including lost past wages, regular wages, overtime, and all other sums of money, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For special, liquidated, and consequential damages to the extent allowed by law;
3. For general damages in an amount subject to proof at the time of the trial;
4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at the time of trial;
5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at the time of trial;
6. For damages and penalties pursuant to Labor Code Section 203/204/210 in an amount subject to proof at the time of trial;
7. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount subject to proof at the time of the trial;
8. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
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 four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
11. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Statement of Claims;
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. For all interest as allowed by law;

- 1 15. For all costs and disbursements incurred in this suit;
- 2 16. Reasonable attorney's fees where available by law, including but not limited to,
- 3 pursuant to Labor Code section 2698 et seq., and the California Labor Code; FEHA,
- 4 including Government Code Section 12940 et seq. ; and/or other applicable laws;
- 5 17. For an award of punitive and exemplary damages against Defendants according to
- 6 proof; and
- 7 18. For such other and further relief as the Neutral Arbitrator may deem proper.

8 DATED: November 22, 2024

MESSRELIAN LAW INC.

9

10 By  _____

11 Harout Messrelian, Esq.

12 Attorneys for Plaintiff Jose Jimenez

13 **DEMAND FOR JURY TRIAL**

14

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

16

17 DATED: November 22, 2024

MESSRELIAN LAW INC.

18

19 By  _____

20 Harout Messrelian, Esq.

21 Attorneys for Plaintiff Jose Jimenez

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