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THANIA GUADALUPE VAZQUEZ RAMIREZ

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

THANIA GUADALUPE VAZQUEZ
RAMIREZ, an individual,

Plaintiff,

vs.

ARC TRANSPORT, INC., a California
corporation; ADALBERTO RECINOS, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV20751

COMPLAINT FOR:

- 1. SEX DISCRIMINATION ON THE BASIS OF PREGNANCY (Govt. Code §12940(a));**
- 2. DISCRIMINATION BASED UPON PHYSICAL DISABILITY (Govt. Code §12940);**
- 3. FAILURE TO PREVENT DISCRIMINATION (Govt. Code §12940(k));**
- 4. RETALIATION IN VIOLATION OF PUBLIC POLICY (Govt. Code §12940 *et seq.*);**
- 5. HARASSMENT DUE TO PHYSICAL DISABILITY (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 TERMINATION IN VIOLATION OF PUBLIC POLICY IN VIOLATION OF GOVT. CODE §12940 *et seq.*;**
- 9. FAILURE TO PAY MINIMUM WAGES DUE (Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1 1198; IWC Wage Order No. 9);**

- 1 10. FAILURE TO PROVIDE MEAL
2 PERIODS (Cal. *Labor Code* §226.7; IWC
3 Wage Order No. 9);
4 11. FAILURE TO PROVIDE REST PERIODS
5 (Cal. *Labor Code* §226.7; IWC Wage Order
6 No. 9);
7 12. WAITING TIME PENALTIES (Cal. *Labor*
8 *Code* §226; IWC Wage Order No. 9);
9 13. FAILURE TO PAY WAGES DUE AT
10 TERMINATION (Cal. *Labor Code* §203;
11 IWC Wage Order No. 9);
12 14. FAILURE TO ALLOW INSPECTION OF
13 EMPLOYMENT RECORDS (Cal. *Labor*
14 *Code* §1198.5); and
15 15. UNFAIR COMPETITION (Cal. Bus. &
16 Prof. Code §§17200 et seq.).

17 **DEMAND FOR A JURY TRIAL**

18 Thania Guadalupe Vazquez Ramirez alleges the following:

19 **I.**

20 **JURISDICTION AND VENUE**

21 1. This action is brought pursuant to California Government Code §12920 *et seq.*,
22 and the rules, regulations and directives implementing those statutes. This Court also has
23 jurisdiction over this Complaint under Code of Civil Procedure §410.10.

24 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
25 395.5, because the claims made, as against the persons identified herein, occurred in the County
26 of Los Angeles and because Defendant Arc Transport, Inc. owned and operated their business
27 in the County of Los Angeles.

28 **II.**

PARTIES

1 3. Plaintiff Thania Guadalupe Vazquez Ramirez (“Plaintiff”) was an employee of
2 Defendant Arc Transport, Inc. (“AT”) and at all times relevant to the matters alleged herein,
3 has been a resident of Los Angeles County.

4 4. Plaintiff is informed and believes and thereon alleges that Defendant AT is a
5 California corporation with its principal place of business located at 1801 S. Santa Fe Avenue,
6 Compton, California 90221. At all material times, AT has been, and is, a trucking company.
7 Plaintiff is informed and believes and thereon alleges that at all times material hereto AT has
8 been authorized to do business and has been doing business in the State of California.

9 5. Plaintiff is informed and believes and thereon alleges that Defendant Adalberto
10 Recinos (“Adalberto”) (collectively with AT “Defendants”) is an individual, who at all times
11 relevant herein, was a resident of Los Angeles County. Adalberto is the manager/owner of AT.

12 6. Plaintiff is informed and believes and thereon alleges, that at all times relevant
13 herein, Defendant and some of Does 1 through 100 were the agents, employees, and/or
14 servants, masters, or employers of the remaining Does 1 through 100, and in doing the things
15 herein alleged, were acting within the course and scope of such agency or employment, and
16 with the approval and ratification of each of the other Defendants.

17 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
18 as Does 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
19 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
20 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
21 alleges that at all times relevant, each of these fictitiously named Doe Defendants was an
22 individual person who owned, controlled, or managed the business for which Plaintiff worked
23 and/or who directly or indirectly exercised operational control over Plaintiff’s working
24 conditions. These Doe Defendants held ownership, officer, director and/or executive positions
25 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
26 included decision-making responsibility for, and establishment of, sex discrimination and
27 physical disability discrimination and wage and hour policies and practices for Defendants,
28 which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the remaining

1 Defendants, are “employers” as a matter of law and personally liable on the causes of action
2 alleged herein.

3 8. Plaintiff is informed and believes and thereon alleges that Defendants Does 1
4 through 100 are, and at all times relevant hereto were, persons, corporations or other business
5 entities organized and existing under and by virtue of the laws of the State of California, and
6 are/were qualified to transact and conduct business in the State of California, and did transact
7 and conduct business in the State of California, and are thus subject to the jurisdiction of the
8 State of California. Specifically, Does 1 through 100 maintain offices, operate businesses,
9 employ persons, and conduct business in, and engage in disability discrimination and sex
10 discrimination in the County of Los Angeles.

11 9. Plaintiff is informed and believes and thereon alleges that Defendants directly
12 employed or exercised control over Plaintiff’s working conditions.

13 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
14 fictitiously named Defendants aided and assisted the named Defendants in committing the
15 wrongful acts alleged herein, and that her damages were proximately caused by each
16 Defendant.

17 III.

18 **FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF ACTION**

19 **Employment Information**

20 11. Plaintiff began working for AT in or about January 2021 and was wrongfully
21 terminated on or about April 26, 2024. Plaintiff’s job position was in Customer Service.
22 Plaintiff would provide updates to clients regarding loads, schedule appointments and follow
23 up with clients. Plaintiff earned \$22.00 per hour and worked 5 days per week, 8 hours per day.

24 **Sex and Disability Discrimination and Wrongful Termination**

25 12. Plaintiff was denied a work environment free of sex and disability
26 discrimination.

1 13. In or about March 2024, Plaintiff became pregnant while working for AT. As
2 such, this condition constitutes a physical disability, as that term is defined in *Government*
3 *Code* § 12926(l)(1)(A), (B).

4 14. Toward the end of March 2024, Plaintiff informed AT that she was pregnant.

5 15. On or About April 16, 2024, Plaintiff was not feeling well and AT sent her
6 home from work.

7 16. On April 17, 2024, Plaintiff went to the ER and was told that she had a UTI and
8 was prescribed antibiotics. At that time, Plaintiff was given a note and told to take a few days
9 off from work.

10 17. After a few days, Plaintiff was still not feeling well. Plaintiff called her
11 physician and he gave her a note stating she could return to work on April 27, 2024 with
12 restrictions that included no heavy lifting, taking two 10-minute rest breaks and a 30-minute
13 lunch break during her 8-hour shift.

14 18. Plaintiff kept AT updated regarding her status and was told, it was fine for her to
15 return on April 27, 2024.

16 19. On or about April 26, 2024, Adalberto called Plaintiff and told her she cannot
17 return to work and that she was being terminated because business was slow. In truth,
18 Plaintiff's position was given to one of her co-workers.

19 20. AT regularly employed five or more persons and therefore are employers, as
20 that term is defined in Government Code § 12926(d).

21 21. On August 15, 2024, Plaintiff filed an administrative complaint with the
22 Department of Fair Employment and Housing ("DFEH") alleging sex discrimination and
23 discrimination based on pregnancy-related physical disability by AT and Adalberto. On
24 August 15, 2024, the DFEH issued to Plaintiff a Right to Sue Notice as to AT and Adalberto.

25 22. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
26 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
27 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
28 amend this Complaint once she completes and complies with the provisions under the law.

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COMPLAINT AND DEMAND FOR JURY TRIAL

1 32. Discrimination based on the fact that a person is pregnant, has given birth, is
2 breastfeeding, or has a related medical condition is a form of sex discrimination. Gov't Code §§
3 12940(a), 12926(r)(1), 12945(a)(1); *Lopez v. La Casa de Las Madres* (2023) 89 Cal. App. 5th
4 365, 378; *see also Badih v. Myers* (1995) 36 Cal. App. 4th 1289, 1296 (pregnancy
5 discrimination is a form of sex discrimination under article I, section 8 of the California
6 Constitution).

7 33. At all relevant times, FEHA was in full force effect, and thus is binding on AT.

8 34. AT was aware of Plaintiff's pregnancy because Plaintiff informed Adalberto of
9 her pregnancy.

10 35. At all relevant times, Plaintiff was performing competently in her position.

11 36. As set forth above, Plaintiff was treated differently and was discriminated
12 against on the basis of her pregnancy, namely, that AT wrongfully terminated Plaintiff on or
13 about April 26, 2024.

14 37. Upon information and belief, employees who were not pregnant were not
15 terminated.

16 38. Plaintiff believes AT's decision was motivated by sex (pregnancy)
17 discrimination and/or were made in retaliation due to her pregnancy.

18 39. As set forth above, Plaintiff was wrongfully terminated on a discriminatory and
19 retaliatory basis.

20 40. As set forth above, AT's acts and omissions constitute violations of FEHA.

21 41. AT's unlawful acts, practices, and omissions proximately caused Plaintiff to
22 suffer monetary damages, humiliation, mental anguish, and physical and emotional distress, in
23 the amount of at least \$1,000,000, subject to proof at trial. Plaintiff claims such amount as
24 damages together with pre-judgment interest thereon pursuant to Civil Code sections 3287,
25 3288, and/or any other applicable provision providing for prejudgment interest.

26 42. The unlawful acts and practices alleged by Plaintiff were done by managing
27 agents of AT and/or indicate a ratification of management's actions by AT. AT and its
28 managing agents committed the acts herein maliciously, fraudulently, recklessly, willfully, and

1 with wrongful and deliberate intent of causing great harm to Plaintiff. Therefore, an award of
2 punitive damages, sufficient to punish AT and to serve as an example to deter AT from similar
3 conduct in the future, should be made, pursuant to Civil Code section 3294. Plaintiff claims
4 such amount as damages together with pre-judgment interest thereon pursuant to California
5 Civil Code sections 3287, 3288, and/or any other applicable provision providing for pre-
6 judgment interest.

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

9 **SECOND CAUSE OF ACTION**

10 **(Discrimination Based on Physical Disability in Violation of Govt. Code 12940(a) – By**
11 **Plaintiff Against Defendant AT and Does 1 through 100)**

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

14 45. Under the California Fair Employment and Housing Act ("FEHA"),
15 Government Code § 12940(a), an employer cannot discriminate against an employee, because
16 of a physical disability.

17 46. Discrimination based on the fact that a person has a pregnancy-related medical
18 condition is a form of discrimination. Gov't Code §§ 12926(r)(1) and 12945(a)(1); *Lopez*, 89
19 Cal. App. 5th at 378.

20 47. FEHA also provides that it shall be unlawful for an employer to “. . .
21 discriminate against a person for requesting accommodation under this subdivision, regardless
22 of whether the request was granted.” Gov't Code § 12940(m)(2).

23 48. At all relevant times, FEHA was in full force effect, and thus is binding on AT.

24 49. Plaintiff suffered from the physical limitation as set forth above and was
25 therefore a member of the class of persons protected from disability discrimination under
26 California Government Code § 12940(a).

1 50. Upon learning about Plaintiff's pregnancy-related disability, and not wanting a
2 disabled employee full time, on or about April 26, 2024, AT wrongfully terminated Plaintiff in
3 violation of California Government Code § 12940.

4 51. By wrongfully terminating Plaintiff because of her physical disability, AT
5 violated Government Code § 12940(a).

6 52. As a direct and proximate result of AT's conduct, individually and collectively,
7 Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and
8 benefits and has been damaged in her capacity to earn her salary, and has lost and will continue
9 to lose employment benefits, in an amount according to proof.

10 53. As a direct and proximate result of AT's actions, Plaintiff has suffered severe
11 and serious injury to her person, all to her damage in the amount of at least \$1,000,0000, and to
12 be shown according to proof.

13 54. AT's conduct in discriminating against Plaintiff because of her physical
14 disability subjected her to cruel and unjust hardship in conscious disregard of her rights, as it
15 was anticipated by AT that Plaintiff would be unable to find comparable employment in the
16 foreseeable future. Plaintiff is informed and believes, and thereon alleges, that her wrongful
17 termination by AT was done with the intent to cause her injury. As a consequence of the
18 aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled to an award of
19 punitive damages in a sum to be shown according to proof.

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

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23 **THIRD CAUSE OF ACTION**

24 **(Failure to Prevent Discrimination from Occurring in Violation of Government Code**
25 **§12940(k) – By Plaintiff Against Defendant AT and Does 1 through 100)**

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

1 57. Plaintiff alleges that AT violated Government Code §12940(k) by failing to take
2 all reasonable steps to prevent discrimination based on physical disability and sex
3 discrimination from occurring.

4 58. AT knew or reasonably should have known of Adalberto's propensities for
5 engaging in unlawful, discriminatory and harassing conduct in the workplace and AT should
6 have restrained Adalberto from engaging in unlawful, discriminatory and harassing conduct
7 towards Plaintiff based on her pregnancy-related disability, and AT should have provided
8 training and instruction to Adalberto on the laws pertaining to discrimination and harassment.
9 AT failed to take all reasonable steps necessary to prevent the discrimination and harassment
10 from occurring.

11 59. Plaintiff is informed and believes and thereupon alleges that AT failed to
12 provide adequate training to their manager/owner and employees.

13 60. AT's discriminatory conduct toward Plaintiff and harassment caused her to
14 suffer physical, emotional and psychological injury, including, but not limited to, humiliation,
15 anxiety, fear, and loss of self-esteem, in the amount of at least \$1,000,000, according to proof.

16 61. Plaintiff is hereby entitled to general and compensatory damages in an amount
17 to be proven at trial.

18 62. AT's conduct was the proximate cause of the Plaintiff's damages.

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

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

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

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1 **FOURTH CAUSE OF ACTION**

2 **(Retaliation in Violation of Public Policy – By Plaintiff Against Defendant AT and Does 1**
3 **through 100)**

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

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

10 68. AT's adverse actions taken against Plaintiff as set forth herein occurred in
11 retaliation for Plaintiff's complaints against their illegal activity, as hereinabove alleged. Such
12 actions are and were unlawful, discriminatory and retaliatory in violation of Cal. Gov. Code
13 §12940 et seq., and Cal. Lab. Code §1102.5, and resulted in damages and injury to Plaintiff, as
14 alleged herein, including but not limited to lost wages and benefits.

15 69. As a result of her pregnancy-related physical disability, Plaintiff was denied the
16 right to work in an environment free of discrimination and harassment and was wrongfully
17 terminated by AT.

18 70. Plaintiff's pregnancy-related physical disability was the reason AT retaliated
19 against her.

20 71. As a proximate result of this retaliatory conduct in violation of public policy,
21 Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe
22 emotional distress, worry, fear, and special damages, in the amount of at least \$1,000,000,
23 according to proof.

24 72. As a proximate result of AT's retaliatory conduct, Plaintiff has suffered damages
25 including lost wages and general damages in an amount according to proof at the time of trial.

26 73. AT did the things hereinabove alleged, intentionally, oppressively, and
27 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in
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1 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
2 not to be suffered by any member of the community.

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

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

8 **FIFTH CAUSE OF ACTION**

9 **(Harassment Due to Physical Disability– By Plaintiff Against All Defendants and DOES 1**
10 **through 100)**

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

13 77. Plaintiff was harassed by the actions, conduct and comments of Defendants,
14 which actions, conduct and comments combined to create and allow a pattern of discriminatory
15 treatment towards Plaintiff due to Plaintiff's physical disability. Defendants' actions constituted
16 a continuing violation of Cal. Lab. Code §1102.5 and Cal. Gov. Code §12940, *et seq.*

17 78. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
18 claims of harassment and discrimination and take appropriate remedial action.

19 79. Defendants, and each of them, engaged in retaliatory actions against Plaintiff for
20 complaining about and participating in the investigation of the above-referenced illegal
21 conduct.

22 80. At all times herein mentioned, Defendants, and each of them were legally
23 required to refrain from discriminating against and harassing any employee on the basis of sex
24 and pregnancy-related disability. Within the time provided by law, Plaintiff filed a complaint
25 with the DFEH, in full compliance with these sections, and received a right to sue letter.

26 81. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
27 in this Complaint. As a direct and proximate result of the conduct of Defendants and each of
28 them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental

1 and physical pain and anguish, all to Plaintiff's damage in the amount of at least \$1,000,000,
2 according to proof.

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

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

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

12 **SIXTH CAUSE OF ACTION**

13 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt.**
14 **Code §§12940 (m) – By Plaintiff Against Defendant AT Does 1 through 100)**

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

17 86. As alleged herein, Plaintiff requested that AT make a reasonable
18 accommodation for her physical disability so that she would be able to perform the essential
19 job requirements. AT refused said accommodation and refused to discuss any other potential
20 reasonable accommodation it might afford to Plaintiff, wrongfully terminating her instead on or
21 about April 26, 2024.

22 87. By refusing to afford Plaintiff a reasonable accommodation, AT violated
23 Government Code § 12940(m).

24 88. As a direct and proximate result of AT's conduct, individually and collectively,
25 Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and
26 benefits and has been damaged in her capacity to earn her salary, and has lost and will continue
27 to lose employment benefits, in an amount according to proof.

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89. As a direct and proximate result of AT's actions, Plaintiff has suffered severe and serious injury to her person, all to her damage in the amount of at least \$1,000,0000, to be shown according to proof.

90. AT 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.

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

92. 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 AT Does 1 through 100)

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

94. At all times hereto, FEHA, including in particular Government Code §12940(n), was in full force and effect and was binding on AT. 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.

95. At all relevant times, Plaintiff was a member of a protected class within the meaning of Government Code §12940(a) et seq. because she had a pregnancy-related disability, of which AT had both actual and constructive notice.

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

1 97. AT breached their statutory duty under FEHA to engage in a timely good faith
2 interactive process to determine a reasonable accommodation for Plaintiff's physical disability.
3 Plaintiff further alleges: (1) that AT was the Plaintiff's employer; (2) that Plaintiff was an
4 employee of AT; (3) that Plaintiff had a pregnancy-related disability that required reasonable
5 accommodation and which disability was known to AT; (4) that Plaintiff requested that AT
6 make reasonable accommodation for her disability and/or physical condition so that she would
7 be able to perform the essential functions of her job requirements; (5) that Plaintiff was willing
8 to participate in the interactive process to determine whether reasonable accommodation could
9 be made so that she would be able to perform the essential job requirements; (6) that AT failed
10 to participate in a timely good faith interactive process with Plaintiff to determine whether
11 reasonable accommodation could be made; (7) that Plaintiff was harmed financially; and (8)
12 that AT's failure to engage in a good faith interactive process was a substantial factor in causing
13 Plaintiff's damage and harm. Instead of engaging in a good faith interactive process, AT
14 wrongfully terminated Plaintiff on or about April 26, 2024.

15 98. The above acts of AT constitute violations of FEHA, and were a proximate
16 cause of Plaintiff's damages as stated below.

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

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

24 101. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award
25 of attorneys' fees and costs.

26 **EIGHTH CAUSE OF ACTION**

27 **(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq.**

28 **– By Plaintiff Against Defendant AT Does 1 through 100)**

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

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

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

11 105. Plaintiff became disabled while working for AT.

12 106. AT, acting through its managers, intentionally created and knowingly permitted
13 the discrimination based on disability and harassment.

14 107. AT wrongfully terminated Plaintiff in violation of important and well-
15 established public policies, including, but not limited to, policies against employment
16 discrimination based upon disability and against harassment.

17 108. AT's wrongful conduct proximately caused Plaintiff to suffer general, special
18 and statutory damages in an amount according to proof.

19 109. As a further proximate result of the unlawful acts of AT as alleged above,
20 Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional
21 and physical distress that a reasonable person would suffer upon losing her job. As a result of
22 such actions and consequent harm, Plaintiff has suffered such damages in the amount of at
23 least \$1,000,000, according to proof.

24 110. The above acts of AT constituted a wrongful termination of Plaintiff and were in
25 violation of public policy as described above. Such termination was a substantial factor in
26 causing damage and injury to Plaintiff as set forth below.

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111. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, taking time off from work due to her disability were factors in AT's conduct as alleged hereinabove.

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

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

NINTH CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 9 – By all Plaintiff Against Defendant AT Does 1 through 100)

114. Plaintiff realleges and incorporates by this reference the allegations set forth in this Complaint.

115. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage... to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 9 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

116. Here, Plaintiff was not paid minimum wages due to AT's failure to afford Plaintiff compliant meal/rest breaks.

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

118. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the time associated with the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

119. Plaintiff suffered and continued to suffer losses related to the use and enjoyment of compensation due and owing to her as a direct result of AT's unlawful acts and Labor Code violations in the amount of at least \$126,720, according to proof at trial.

120. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum wages against employers and those individuals acting on their behalf. Plaintiff requests that this Court assess said penalty against Defendant AT in an amount to be proven at trial.

121. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant ATMC owes her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

TENTH CAUSE OF ACTION

(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order No. 9– By Plaintiff Against Defendant AT Does 1 through 100)

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

123. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an

1 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
2 Commission..."

3 124. California Labor Code §1198 makes unlawful the employment of an employee
4 under conditions the IWC prohibits.

5 125. Wage Order No. 9 provides, in relevant part: "No employer shall employ any
6 person for a work period of more than five (5) hours without a meal period of not less than 30-
7 minutes, except that when a work period of not more than six (6) hours will complete the day's
8 work the meal period may be waived by mutual consent of the employer and the employee."

9 126. Wage Order No. 9 further provides, in relevant part: "Unless the employee is
10 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
11 duty' meal period and counted as time worked."

12 127. Section 512(a) of the California Labor Code provides, in relevant part, that:
13 An employer may not employ an employee for a work period of more than five
14 hours per day without providing the employee with a meal period of not less
15 than 30-minutes, except that if the total work period per day of the employee is
16 no more than six hours, the meal period may be waived by mutual consent of
17 both the employer and employee.

18 128. The Labor Code and Wage Order provisions cited above require California
19 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
20 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
21 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
22 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
23 the fifth hour of their shifts.

24 129. At times Plaintiff's meal breaks were afforded late. Further, her meal breaks
25 were combined with her rest breaks.

26 130. AT further violated IWC Wage Order No. 9 and Labor Code § 226.7 by failing
27 to pay one hour of compensation to Plaintiff at her individual and regular rate of pay for each
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1 work day that the meal period was not provided, in an amount according to proof. This amount
2 remains owed and unpaid.

3 131. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
4 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
5 § 226.7(b).

6 132. As a direct and proximate result of A unlawful conduct as alleged herein,
7 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost
8 interest, in an amount to be established at trial, and is entitled to recover economic and statutory
9 damages, attorneys' fees and penalties and other appropriate relief due to Defendant's
10 violations of the California Labor Code and IWC Wage Order No. 9.

11 **ELEVENTH CAUSE OF ACTION**

12 **(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7; IWC Wage**
13 **Order No. 9– By Plaintiff Against Defendant AT and Does 1 through 100)**

14 133. Plaintiff realleges and incorporates by this reference the allegations set forth in
15 this Complaint.

16 134. Labor Code § 226.7 and Wage Order No. 9 provide that employers shall
17 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
18 per four hours of work, or major fraction thereof.

19 135. Labor Code § 226.7 and Wage Order No. 9 provide that if an employer fails to
20 provide an employee with rest periods in accordance with those provisions, the employer shall
21 pay the employee one hour of pay at the employee's regular rate of compensation for each
22 workday that the rest periods were not so provided.

23 136. Defendant AT has intentionally and improperly failed to afford compliant rest
24 periods to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 9. Plaintiff's rest
25 breaks were combined with her meal breaks.

26 137. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

27 138. At all times relevant hereto, Defendant AT failed to provide rest periods as
28 required by Labor Code § 226.7 and the applicable Wage Order.

1 139. By virtue of Defendant AT's failure to afford Plaintiff compliant rest periods,
2 Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently
3 unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be
4 ascertained according to proof at trial.

5 **TWELFTH CAUSE OF ACTION**

6 **(Waiting Time Penalties in Violation of Labor Code §226 - By Plaintiff Against Defendant**
7 **AT Does 1 through 100)**

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

10 141. At all times relevant hereto, AT failed to issue payrolls statements to Plaintiff
11 which complied with Labor Code § 226 in that the statements issued to Plaintiff did not
12 properly and accurately pay her minimum wages and premium pay for meal/rest breaks not
13 afforded.

14 142. AT knowingly and intentionally failed to comply with Labor Code §226(a),
15 causing damage to Plaintiff. These damages, including but not limited to, costs expended
16 calculating the actual hours worked and the amount of employment taxes which were not
17 properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff
18 elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations
19 occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to Labor Code §
20 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

21 143. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
22 attorneys' fees and costs in obtaining the injunction, pursuant to Labor Code § 226(g).

23 **THIRTEENTH CAUSE OF ACTION**

24 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code**
25 **§203– By Plaintiff Against Defendant AT Does 1 through 100)**

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

145. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Labor Code § 202(a) provides that when an employee resigns from employment, unpaid wages are due and payable within 72 hours of resignation.

146. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until paid, not to exceed thirty days.

147. Plaintiff was wrongfully discharged from AT's employ and AT willfully failed to pay Plaintiff wages due to her.

148. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day she was not timely paid, not to exceed 30 days' wages.

149. By willfully failing to pay Plaintiff separate amounts owed for minimum wages, meal/rest periods not provided, as set forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, AT is liable to her for penalties pursuant to Cal. Lab. Code § 203, in an amount equal to 30 days of her per diem wage rate in an amount according to proof.

FOURTEENTH CAUSE OF ACTION

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

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

151. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or

1 former employee, or his or her representative, and the employer agree in
2 writing to a date beyond 30 calendar days to inspect the records, and the
3 agreed-upon date does not exceed 35 calendar days from the employer's receipt
4 of the written request to inspect the records. Upon a written request from a
5 current or former employee, or his or her representative, the employer shall also
6 provide a copy of the personnel records,... later than 30 calendar days from the
7 date the employer receives the request...

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

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

15 152. Additionally, pursuant to Wage Order No. 9, at section 7 re: Records, employers
16 are required to keep accurate payroll records on each employee, and such records must be made
17 readily available for inspection by the employee upon reasonable request. The employer must
18 also maintain accurate production records.

19 153. On or about August 15, 2024, Plaintiff's counsel issued a written request to AT
20 for copies of her personnel records.

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

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

3 **FIFTEENTH CAUSE OF ACTION**

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

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

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

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

15 159. Paying minimum wages, affording of meal/rest breaks and providing
16 employment records, are fundamental public policies of the State of California. It is also the
17 public policy of this State to enforce minimum labor standards, to ensure that employees are
18 not required or permitted to work under substandard and unlawful conditions, and to protect
19 those employers who comply with the law from losing competitive advantage to other
20 employers who fail to comply with labor standards and requirements.

21 160. AT failed to pay Plaintiff minimum wages, afford Plaintiff meal/rest breaks and
22 to provide her personnel records.

23 161. Through the conduct alleged herein, AT acted contrary to these public policies
24 and has thus engaged in unlawful and/or unfair business practices in violation of Business &
25 Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits, and privileges
26 guaranteed to employees under California law.
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162. AT regularly and routinely violated the following statutes and regulations with respect to Plaintiff:

- (a) *Labor Code* § 1197 and Wage Order No. 9 (failure to pay minimum wages);
- (b) *Lab. Code* § 226.7 (failure to afford meal/rest breaks);
- (c) *Labor Code* § 226 (failure to provide accurate wage statements to employees at the time of payment of wages);
- (d) *Labor Code* § 203 (failure to pay wages on termination); and
- (c) *Labor Code* § 1198.5 (failure to allow inspection of employment records).

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

PRAYER FOR RELIEF

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

1. For compensatory damages in the amount of minimum wages due to Plaintiff, in the amount of at least \$126,720, according to proof;
2. For compensatory damages for lost wages and employment benefits, in the amount of \$126,720, according to proof;
3. For compensatory damages for physical and emotional distress, in the amount of at least \$1,000,000, according to proof;
4. For an award of consequential damages, according to proof;
5. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each workday that a meal/rest period was not provided;

- 1 6. For payment of unpaid wages in accordance with California labor and
2 employment law;
- 3 7. For statutory damages pursuant to Cal. Lab. Code §226, according to proof;
- 4 8. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
5 § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the
6 total amount of days elapsed between the date of involuntary termination, and/or 72 hours after
7 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
- 8 9. For specific relief enforcing waiting time penalties of 30 days of per diem wages
9 pursuant to Cal. Bus. & Prof. Code §17200, according to proof;
- 10 10. For statutory penalties pursuant to Cal. Lab. Code § 226.7, according to proof;
- 11 11. For prejudgment interest accrued on all due and unpaid minimum wages from
12 the date that wages were due and payable, pursuant to Cal. Lab. Code §§218.6 and 1194(a),
13 according to proof;
- 14 12. For reasonable costs, including attorneys' fees, in an amount according to proof
15 pursuant to *Government Code* § 12965(b), Cal. Labor Code §§218.5, 1198.5 and/or Cal. Code
16 Civ. Proc. §1021.5;
- 17 13. For injunctive relief ordering the continuing unfair business acts and practices to
18 cease, as the Court deems just and proper;
- 19 14. For other injunctive relief ordering AT to notify Plaintiff that she has not been
20 paid the proper amounts in accordance with California law;
- 21 15. For injunctive relief requiring AT to comply with Labor Code 1198.5(b)(1);
- 22 16. For prejudgment interest, according to proof;
- 23 17. For costs of suit, generally and pursuant to Code of Civil Procedure § 1021.5;
- 24 18. For punitive and exemplary damages in a sum to be determined at trial; and
- 25 19. For such other and further relief as the Court deems just and proper.

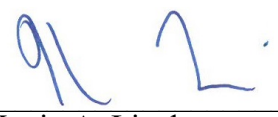
DEMAND FOR JURY TRIAL

26
27 Plaintiff Thania Guadalupe Vazquez Ramirez hereby respectfully requests a trial by
28 jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: August 15, 2024

By: 
Kevin A. Lipeles
Attorneys for Plaintiff
Thania Guadalupe Vazquez Ramirez