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Attorney for Plaintiff ALFONSO CUIEL,
an individual, on his own behalf and on
behalf of all other current and former
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ALFONSO CUIEL, an individual, on his
own behalf and on behalf of all other current
and former Aggrieved Employees

PLAINTIFF,

v.

RITE STAFF INC., a California
corporation; PEDRO LUGO, an individual;
LAURIE LUGO, an individual; and DOES 1
through 50, inclusive,

DEFENDANTS.

Case No: 30-2025-01485973-CU-WT-CXC

Assigned for All Purposes To:

Judge: Judge Melissa R. McCormick

Department: CX-104

**COMPLAINT FOR DAMAGES UNDER THE
PRIVATE ATTORNEY GENERAL ACT OF
2004 (*LABOR CODE* § 2699, *ET SEQ.*) FOR:**

- 1. Misclassification as an Independent Contractor**
[*Labor Code* §1102.5 (b)]
- 2. Discrimination on the Basis of Religious Creed and Sexual Orientation**
[*Govt. Code* §12940(a)]
- 3. Failure to Prevent Discrimination**
[*Govt. Code* §12940(k)]
- 4. Denial of Religious Accommodations**
[*Govt. Code* §12940(m)]
- 5. Retaliation**
[*Govt. Code* §12940(l)(4)]
- 6. Wrongful Termination in Violation of Public Policy**
[*Govt. Code* §12940, *et seq.*]
- 7. Failure to Pay Minimum Wage for All Hours Worked**
[*Labor Code* §1197]
- 8. Failure to Pay Overtime Wages**
[*Labor Code* § 510(a); *IWC Wage Order 4*]

9. **Failure to Provide Duty Free Rest Periods**
[*Labor Code §226.7; IWC Wage Order 4*]
10. **Failure to Provide Duty Free Meal Periods**
[*Labor Code §§226.7 and 515; IWC Wage Order 4*]
11. **Failure to Provide Accurate Wage Statements**
[*Labor Code §226*]
12. **Failure to Pay Wages Upon Termination**
[*Labor Code §§2926, 201 and 203; IWC Wage Order 4*]
13. **Failure to Reimburse Employee for Business Expenses**
[*Labor Code § 2802*]
14. **Failure to Provide Access to Employee Personnel & Payroll Records**
[*Labor Code §§432 and 1198.5*]
15. **Civil Penalties Under The Private Attorney General Act**
[*Labor Code §2698*]
16. **Unfair Business Practices**
[*Bus. and Prof. Code §17200, et seq.*]

Plaintiff, ALFONSO CURIEL, an individual (hereinafter, "PLAINTIFF"), brings this action on behalf of himself, and on behalf of other current and former employees (hereinafter, "AGGRIEVED EMPLOYEES"), against RITE STAFF INC., a California corporation (hereinafter, "RITE STAFF"); PEDRO LUGO, an individual (hereinafter, "PEDRO"); LAURIE LUGO, an individual (hereinafter, "LAURIE"); and DOES 1 through 50, inclusive, for unlawful employment policies that denied, and continue to deny PLAINTIFF and AGGRIEVED EMPLOYEES wages and benefits to which they were lawfully entitled.

JURISDICTION AND VENUE

1. The California Superior Court has jurisdiction over this action pursuant to *California Constitution Article VI, Section 10*, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

2. The California Superior Court has jurisdiction over RITE STAFF, PEDRO and LAURIE (hereinafter collectively referred to as “DEFENDANTS”) as they maintain offices and/or transact business within the State of California.

3. Pursuant to California Code of Civil Procedure §395(a), the venue is proper in the County of Orange as, upon information and belief, DEFENDANT'S, DOES 1-50, and each of them, resides and/or transacts business in Orange County.

4. The monetary damages sought by PLAINTIFF exceed \$35,000, as set forth in the prayer for relief, and will be established according to proof at trial. The case relates to and involves California corporation(s), and individuals that conduct substantial operations in this jurisdiction. The transactions and agreements took place in this jurisdiction, thus making proper the exercise of personal jurisdiction over DEFENDANTS, and each of them.

PARTIES

5. Plaintiff, ALFONSO CURIEL, is an adult male employed by one or more of the DEFENDANTS as a non-exempt employee as a Sales Representative from approximately April 15, 2023 through July 17, 2024.

6. PLAINTIFF is informed and believes, and based thereon, alleges that Defendant RITE STAFF is, and at all relevant times mentioned within this Complaint, a California corporation established in December 5, 2016, with its principal place of business located at 1307 W 6th Street, Ste. 205, Corona, CA 92882.

7. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant PEDRO is an individual residing within the County of Orange, State of California, and is the owner, director, officer, and/or managing agent of one or more of the entity Defendants, including unknown Does, who violated, or caused to be violated, the provisions regulating wages, hours and working conditions provided within the IWC Wage Order, Labor Code, CCP and Cal. Gov't Code alleged herein.

8. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant LAURIE is an individual residing within the County of Orange, State of California, and is the owner, director, officer, and/or managing agent of one or more of the entity Defendants, including unknown

1 Does, who violated, or caused to be violated, the provisions regulating wages, hours and working
2 conditions provided within the IWC Wage Order, Labor Code, CCP and Cal. Gov't Code alleged
3 herein.

4 9. PLAINTIFF is informed and believes, and based thereon alleges that, DOES 1
5 through 50, inclusive, are persons or entities whose true names and identities are unknown to
6 PLAINTIFF. They are sued by fictitious names. PLAINTIFF will amend to allege their true names
7 and capacities when known. PLAINTIFF is informed and believes each Doe defendant: is the agent,
8 representative, or parent or subsidiary entity of DEFENDANTS, acted in concert with
9 DEFENDANTS, and is a proximate cause of the events, injuries, and harms suffered by PLAINTIFF
10 and AGGRIEVED EMPLOYEES. At all relevant times DEFENDANTS were the agent or employee
11 of each of the other DEFENDANTS and acted within the course and scope of such agency or
12 employment.

13 10. DEFENDANTS, DOES 1-50, and each of them, both directly and indirectly,
14 employed PLAINTIFF, and AGGRIEVED EMPLOYEES, as defined in the Fair Employment and
15 Housing Act ("FEHA") at *Government Code § 12926(d)*.

16 **AGENCY; AIDING AND ABETTING; CONSPIRACY**

17 11. PLAINTIFF is informed and believes, and based thereupon, alleges that
18 DEFENDANTS, and each of them, acted in concert with one another to commit the wrongful acts
19 alleged therein, and aided, abetted, incited, compelled, and/or coerced one another in the wrongful
20 acts alleged herein, and/or attempted to do so.

21 12. PLAINTIFF is further informed and believes, and based thereupon alleges, that the
22 DEFENDANTS, and each of them, formed and executed a conspiracy or common plan pursuant to
23 which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as
24 part of and pursuant to the said conspiracy, intended to and actually causing PLAINTIFF and
25 AGGRIEVED EMPLOYEES harm.

26 13. As members of the conspiracies alleged in greater detail below, PLAINTIFF is
27 informed and believes, and based thereon, alleges that each of the aforementioned DEFENDANTS
28 participated and acted with or in furtherance of said conspiracy or aided or assisted in carrying out

1 the purposes of the conspiracy and have performed acts and made statements in furtherance of the
2 conspiracy and other violations of California law.

3 14. Whenever and wherever reference is made in this Complaint to any act or failure to
4 act by a DEFENDANT or co-DEFENDANT, such allegations and references shall also be deemed
5 to mean the acts and/or failures to act by each DEFENDANT acting individually, jointly and
6 severally.

7 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

8 15. PLAINTIFF is informed and believes, and, on that basis, alleges that each
9 DEFENDANT is an “*alter ego*” of each other and that there exists, and at all times mentioned herein
10 existed, a unity of interest or ownership between each DEFENDANT such that any individuality
11 and separateness between all has ceased, evidenced by overlapping management, sharing of
12 corporate officers, and shared business addresses among DEFENDANTS.

13 16. PLAINTIFF is informed and believes, and based thereon, alleges that at all relevant
14 times mentioned herein, the actions by any DEFENDANT, and each of them were done under the
15 authorization, consent, instruction and/or approval, express or implied, of each of the other
16 DEFENDANTS and were duly ratified by DEFENDANTS, and each of them, and, thus, is imputed
17 to each DEFENDANT.

18 17. At all times mentioned herein, DEFENDANTS, and DOES, and each of them, were
19 the agents, servants, and alter-egos of each other, and as such, the acts of one DEFENDANT are
20 considered the acts of all DEFENDANTS. PLAINTIFF is informed and believes, and thereon,
21 alleges that there is such unity of interests and ownership between these DEFENDANTS that
22 separate status no longer exists and, further, observance of the fiction of separate existence among
23 these DEFENDANTS would sanction fraud and promote injustice.

24 18. As the court in *People v. Clauson* (1964) 231 Cal.App.2d 374, 379 citing *Aladdin Oil*
25 *Corp. v. Perluss*, 230 Cal.App.2d 603, 614 [41 Cal.Rptr. 239] states: “The effect, therefore, of
26 applying the alter ego theory is to treat the alter ego and instrumentality as synonymous and not as
27 separate juristic entities in order to avoid inequitable results.”

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1 19. PLAINTIFF is informed and believes, and thereon, alleges that DEFENDANTS, and
2 DOES, each employed PLAINTIFF and AGGRIEVED EMPLOYEES, in that they exercised control
3 over PLAINTIFF's and AGGRIEVED EMPLOYEE's wages, hours or working conditions, suffered
4 and permitted PLAINTIFF and AGGRIEVED EMPLOYEES to work, and/or engaged PLAINTIFF
5 and AGGRIEVED EMPLOYEES to work. *See Martinez v. Combs* (2010) 49 Cal.4th 35, 64. Any of
6 the three is sufficient to create an employment relationship. *Ochoa v. McDonald's Corp.*, 133 F.
7 Supp. 3d 1228, 1233 (N.D. Cal. 2015).

8 20. PLAINTIFF further alleges that, upon information and belief, one or more
9 DEFENDANTS control the business enterprises of one or more of the other DEFENDANTS,
10 thereby creating an employment relationship with PLAINTIFF and AGGRIEVED EMPLOYEES.
11 *See Castaneda v. Ensign Group, Inc.* (2014) 229 Cal.App.4th 1015, 1017-1018; *Guerrero v.*
12 *Superior Court* (2013) 213 Cal.App.4th 912, 950.

13 21. PLAINTIFF is informed and believes, and based on such information and belief,
14 alleges that at all times mentioned herein, DEFENDANTS, and DOES, were responsible for the
15 events and damages alleged herein, including on the following bases:

- 16 a. DEFENDANTS, and DOES, committed the acts alleged;
- 17 b. At all relevant times, one or more of the DEFENDANTS was the agent or
18 employee, and/or acted under the control or supervision of, one or more of the
19 remaining DEFENDANTS and, in committing the acts alleged, acted within the
20 course and scope of such agency and employment and/or is or are otherwise liable
21 for PLAINTIFF's and AGGRIEVED EMPLOYEES damages;
- 22 c. At all relevant times, there existed a unity of ownership and interest between or
23 among those DEFENDANTS such that any individuality and separateness
24 between or among these DEFENDANTS have ceased, and DEFENDANTS are
25 the alter egos of one another. DEFENDANTS exercised domination and control
26 over one another to such an extent that any individuality or separateness of
27 DEFENDANTS does not, and at all times herein mentioned did not, exist.
28 Adherence to the fiction of the separate existence of DEFENDANTS would

1 permit abuse of the corporate privilege and would sanction fraud and promote
2 injustice. All actions of all DEFENDANTS were taken by employees,
3 supervisors, executives, officers, and directors during employment with all
4 DEFENDANTS, were taken on behalf of all DEFENDANTS, and were engaged
5 in, authorized, ratified, and approved of by all other DEFENDANTS.

6 22. PLAINTIFF is informed and believes, and based thereon alleges that
7 DEFENDANTS, and DOES 1 – 50 are PLAINTIFF's and AGGRIEVED EMPLOYEES employers
8 by virtue of a joint enterprise, and that PLAINTIFF and AGGRIEVED EMPLOYEES were an
9 employee of DEFENDANTS and DOES 1-50. PLAINTIFF and AGGRIEVED EMPLOYEES
10 performed services for each and every one of the DEFENDANTS, and to the mutual benefit of all
11 DEFENDANTS, and all DEFENDANTS shared control of PLAINTIFF and AGGRIEVED
12 EMPLOYEES as an employee, either directly or indirectly, in the manner in which DEFENDANTS'
13 business was and is conducted.

14 23. PLAINTIFF is informed and believes, and based thereon alleges that the
15 DEFENDANTS, and DOES, had the right to exercise control over the wages, hours, and/or working
16 conditions over PLAINTIFF, at all relevant times herein, so as to be considered the joint employers
17 of PLAINTIFF. By reason of their status as joint employers, they are each liable for civil penalties
18 for violation of the California Labor Code as to PLAINTIFF set forth herein.

19 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

20 24. PLAINTIFF has timely filed complaints against RITE STAFF, PEDRO, LAURIE,
21 and DOES 1 through 50 under Government Code § 12940 et seq., the California Fair Employment
22 and Housing Act ("FEHA") with the California Department of Fair Employment and Housing
23 ("DFEH") and has satisfied PLAINTIFF's administrative prerequisites with respect to these and all
24 related filings.

25 25. In addition, and pursuant to the Private Attorneys General Act of 2004 ("PAGA"),
26 PLAINTIFF has satisfied the pre-filing notice requirement to the Labor and Workforce Development
27 Agency ("LWDA") of the Labor Code violations alleged in this complaint on August 2, 2024 against
28 DEFENDANTS RITE STAFF, PEDRO, LAURIE. Sixty-five (65) days have lapsed without a

1 response and/or action by the LWDA or the Division of Labor Standards Enforcement (“DLSE”)
2 for the PAGA claims. PLAINTIFF seeks recovery of damages PLAINTIFF incurred due to
3 DEFENDANTS’ failure to: pay wages owed, provide meal and rest breaks, pay premium wages for
4 failed meal and rest breaks, provide wage statements, provide accurate wage statements, reimburse
5 employee for business expenses, and pay all wages on separation of employment. This action
6 includes all allegations and remedies available under Labor Code §§ 2699 and 2699.5 among others.
7 See Labor Code §2699.3(a)(2)(C) (“Notwithstanding any other provisions of law, a plaintiff may as
8 a matter of right amend an existing complaint to add a cause of action arising under this part within
9 60 days of the time periods specified in this part.”)

10 **PAGA ALLEGATIONS**

11 26. At all relevant times set forth herein, PAGA was applicable to PLAINTIFF’S
12 employment by DEFENDANTS.

13 27. At all times set forth herein, PAGA provides for a civil penalty to be assessed and
14 collected by the LWDA for violations of the California Labor Code, which may be alternatively
15 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
16 current or former employees pursuant to procedures set forth under Labor Code § 2699.3.
17 PLAINTIFF was employed by DEFENDANTS and the alleged violations were committed during
18 PLAINTIFF’S time of employment. Therefore, PLAINTIFF is an aggrieved employee, as defined
19 by Labor Code § 2699(c).

20 28. DEFENDANTS’ violations caused PLAINTIFF and the AGGRIEVED
21 EMPLOYEES to suffer substantial damages. Therefore, PLAINTIFF seeks to represent all hourly,
22 non-exempt, employees employed by DEFENDANTS within the applicable limitations period
23 preceding the filing of the PAGA claims or this Complaint and against whom DEFENDANTS
24 committed the following violations:

- 25 a. Misclassification of Independent Contractor
- 26 b. Failure to pay wages owed, including minimum wages and overtime,
- 27 c. Failure to provide meal breaks,
- 28 d. Failure to provide rest breaks,

- e. Failure to pay additional hour of pay for missed meal and rest breaks,
- f. Failure to provide wage statements,
- g. Failure to maintain and provide accurate wage statements,
- h. Failure to reimburse employee for business expenses, and
- i. Failure to pay wages on separation of employment.

29. PLAINTIFF and AGGRIEVED EMPLOYEES suffered injuries as the proximate result of the DEFENDANTS' violations enumerated in paragraphs above. The administrative prerequisites under Labor Code § 2699.3(a) to recover civil penalties, in addition to other remedies, have been satisfied against RITE STAFF, PEDRO and LAURIE. Sixty-five (65) days have lapsed without a response and/or action by the LWDA or the DLSE for the PAGA claims. Therefore, pursuant to California Labor Code § 2699 PLAINTIFF and AGGRIEVED EMPLOYEES are entitled to recover penalties and any other remedies the Court deems just that otherwise could be assessed or recovered by the LWDA.

30. PLAINTIFF further demands reasonable attorney's fees, costs of suit, and interest pursuant to Labor Code § 2699(g)(1).

FACTUAL ALLEGATIONS RELATING TO PLAINTIFF

31. At all relevant times mentioned herein, PLAINTIFF was a non-exempt employee of DEFENDANTS, thus entitled to the benefits of California Labor Laws.

32. PLAINTIFF is a gay, catholic male, with experience in the marketing and client retention industry.

33. RITE is a staffing agency that recruits, screens, and places workers in temporary, permanent, or contract positions at various organizations, helping businesses find suitable candidates for their staffing needs.

34. PLAINTIFF was hired by DEFENDANTS on April 15, 2023. His role focused on driving sales, increasing revenue, and aide in business growth for RITE by fulfilling customer staffing needs, developing marketing strategies, and maintaining client relationships.

35. As part of his job duties, PLAINTIFF was regularly tasked by DEFENDANTS with planning, purchasing, and delivering marketing materials to clients on behalf of RITE. PLAINTIFF

1 paid for these marketing materials using his own personal funds and was never reimbursed by
2 DEFENDANTS for such expenses. In addition, PLAINTIFF used his personal vehicle for the pick-
3 up and delivery of the marketing materials and other work-related errands, but was not compensated
4 for mileage incurred.

5 36. At all relevant times mentioned herein, PLAINTIFF was a highly effective and
6 exemplary employee who did not receive unsatisfactory reviews or disciplinary actions from
7 DEFENDANTS on his work performance.

8 37. PLAINTIFF's schedule was set by DEFENDANTS. PLAINTIFF worked
9 approximately from Monday through Friday from 6:00 a.m. to 8:00 p.m.

10 38. Throughout the duration of PLAINTIFF'S employment with DEFENDANTS,
11 PLAINTIFF was not provided with the time or opportunity to take a compliant, uninterrupted rest
12 period of at least ten (10) minutes per four (4) hours of work, or major fraction thereof.

13 39. Throughout the duration of PLAINTIFF'S employment with DEFENDANTS,
14 PLAINTIFF was not provided with the time or opportunity to take a compliant, uninterrupted meal
15 period of at least thirty (30) minutes prior to the start of the fifth hour.

16 40. Throughout the duration of his employment with DEFENDANTS, PLAINTIFF was
17 discriminated against based upon his Religious Creed when PEDRO denied PLAINTIFF
18 accommodations for his religious beliefs including but not limited to his dress practices.

19 41. PLAINTIFF is informed and believes, and based thereon, alleges that PEDRO is a
20 Jehovah Witness, who does not believe in the teachings of Catholicism and believes PEDRO is a
21 serious sinner as a gay man.

22 42. PEDRO denied PLAINTIFF's request to display Catholic symbols at work, such as
23 his accommodation request to wear a red rosary bracelet featuring a Catholic Saint.

24 43. Throughout the duration of his employment with DEFENDANTS, PLAINTIFF was
25 subjected to sexual remarks and insults based on his sexual orientation when PEDRO stated to
26 PLAINTIFF, that "gay people should not get a gay parade or gay celebration since straight people
27 do not receive special treatment and they do not have a straight parade."

28 44. On July 17, 2024, RITE terminated PLAINTIFF.

45. PLAINTIFF is informed and believes, and based thereon, alleges that he was terminated due to DEFENDANTS discriminating against PLAINTIFF due to his religious creed and sexual orientation.

46. On, or around, November 15, 2024, PLAINTIFF, sent DEFENDANTS correspondence requesting DEFENDANTS provide PLAINTIFF access/copies of PLAINTIFF'S payroll and personnel file.

47. As of the date of filing this Complaint, DEFENDANTS have failed to provide PLAINTIFF access/copies of PLAINTIFF'S payroll and personnel file.

48. PLAINTIFF is informed and believes, and based thereon, alleges DEFENDANTS terminated PLAINTIFF due to his religious creed and/or sexual orientation, and because DEFENDANTS were unwilling to provide him with reasonable accommodations.

49. As a result of the aforementioned adverse employment actions committed against DEFENDANTS, PLAINTIFF has suffered, and continues to suffer, monetary loss.

50. As a result of the aforementioned adverse employment actions committed against DEFENDANTS, PLAINTIFF has suffered, and continues to experience emotional and mental distress.

GENERAL ALLEGATIONS

51. PLAINTIFF is informed and believes, and based thereon, alleged that PEDRO and LAURIE created and had oversight over RITE STAFF; PEDRO and LAURIE created and had oversight over RITE STAFF's business operations and models; PEDRO and LAURIE created and approved policies and procedures of RITE STAFF which directly violated IWC Order 4, Labor Code, and Code of Civil Procedure; thereby, PEDRO and LAURIE are jointly liable with RITE STAFF for violations alleged herein. See *Espinoza v. Hepta Run, Inc.*, 74 Cal.App.5th 44

52. PLAINTIFF is informed and believes, and based thereon, alleges that DEFENDANTS misclassified PLAINTIFF and AGGRIEVED EMPLOYEES as independent contractors, instead of employees.

53. PLAINTIFF is informed and believes, and based thereon, alleges that DEFENDANTS failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES all minimum, regular,

1 and overtime wages for all hours worked or under DEFENDANTS' control.

2 54. PLAINTIFF is informed and believes, and based thereon, alleges that
3 DEFENDANTS did not pay any wages to PLAINTIFF and AGGRIEVED EMPLOYEES for time
4 they worked or were under DEFENDANTS' control off-the-clock. To the extent that this time was
5 overtime or double-time, DEFENDANTS failed to pay overtime and double-time wages.

6 55. PLAINTIFF is informed and believes, and based thereon, alleges that
7 DEFENDANTS did not authorize or permit PLAINTIFF and AGGRIEVED EMPLOYEES with a
8 duty-free meal period of at least thirty (30) minutes for shifts of five hours or more, which began
9 before the end of the fifth hour of work, and failed to compensate such employees one (1) hours of
10 pay at their regular rate of compensation for each workday a meal period was not authorized or
11 permitted, as required by Labor Code §512 and IWC Order 5 §11(A-B). When meal periods were
12 provided, they were often non-compliant because they were short, late, or required to be taken on
13 premises. PLAINTIFF is informed and believes, and thereon, alleges that PLAINTIFF did not waive
14 their right to receive their meal period(s).

15 56. PLAINTIFF is informed and believes, and based thereon, alleges that
16 DEFENDANTS did not authorize or permit PLAINTIFF and AGGRIEVED EMPLOYEES with a
17 duty-free rest period of at least ten (10) minutes per four (4) hours, or major fraction, and failed to
18 compensate such employees one (1) hours of pay at their regular rate of compensation for each
19 workday a rest period was not authorized or permitted, as required by IWC Wage Order No. 5-2001
20 §12(A-B).

21 57. PLAINTIFF is informed and believes, and based thereon, alleges that
22 DEFENDANTS consistently and knowingly failed to provide wage statements to PLAINTIFF and
23 AGGRIEVED EMPLOYEES as required pursuant to Labor Code §226(a).

24 58. PLAINTIFF is informed and believes, and based thereon, alleges that
25 DEFENDANTS consistently and knowingly failed to provide PLAINTIFF and AGGRIEVED
26 EMPLOYEES with accurate wage statements as required pursuant to Labor Code §226(a). Wage
27 statements issued by DEFENDANTS failed to include (1) gross wages earned, (2) total hours
28 worked, (3) net wages earned, (4) itemized total number of meal period premiums due, (5) itemized

1 total number of rest period premiums due, and (6) all applicable hourly/piece rate in effect during
2 the pay period.

3 59. PLAINTIFF is informed and believes, and based thereon, alleges that
4 DEFENDANTS consistently and knowingly required PLAINTIFF and other AGGRIEVED
5 EMPLOYEES to use their personal vehicles and expend personal funds to perform work-related
6 tasks for the benefit of DEFENDANTS, including but not limited to making deliveries, and
7 purchasing marketing materials for RITE's clients. DEFENDANTS failed to reimburse PLAINTIFF
8 and AGGRIEVED EMPLOYEES for these necessary business-related expenses, in violation of
9 California Labor Code § 2802

10 60. PLAINTIFF is informed and believes, and based thereon, alleges that
11 DEFENDANTS consistently and knowingly failed to pay PLAINTIFF and AGGRIEVED
12 EMPLOYEES all wages due and owed at the time of separation of employment at required pursuant
13 to Labor Code § 203.

14 61. DEFENDANTS' violations of California law described above, comes from
15 DEFENDANTS implemented unlawful and unfair business practices and policies.

16 **FIRST CAUSE OF ACTION**

17 **Employment Misclassification**

18 ***[Labor Code § 226.8]***

19 **(Against DEFENDANTS and DOES 1-50)**

20 62. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
21 herein.

22 63. At all relevant times herein, DEFENDANTS and DOES 1-50, and each of them, were
23 employers subject to the California Labor Code and required to comply with all laws and regulations
24 governing employment classification.

25 64. Pursuant to California Senate Bill 459 (SB-459) of 2011, and Cal Assembly Bill 5
26 (AB-5) of 2019, employers are prohibited from willful misclassification of their
27 employees/individuals as independent contractors.

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1 65. Further, Cal. Lab. Code Section 226.8, subdivision (a)(1) states: “(a) It is unlawful
2 for any person or employer to engage in any of the following activities: (1) Willful misclassification
3 of an individual as an independent contractor.” “Willful misclassification” is defined to mean
4 “avoiding employee status for an individual by voluntarily and knowingly misclassifying that
5 individual as an independent contractor.” (§ 226.8, subd. (i)(4).) The statute therefore makes it
6 unlawful for an employer to “engage in” the act of “voluntarily and knowingly misclassifying[an]
7 individual as an independent contractor.” (§ 226.8, subds. (a), (i)(4).) Noe v. Superior Ct., 237
8 Cal.App.4th 316, 328 (2015.)

9 66. During the period which PLAINTIFF and AGGRIEVED EMPLOYEES worked for
10 DEFENDANTS, PLAINTIFF was an employee of DEFENDANTS, as defined by Labor Code §
11 2750. However, DEFENDANTS misclassified PLAINTIFF and AGGRIEVED EMPLOYEES as an
12 “Independent Contractor”

13 67. PLAINTIFF contends that DEFENDANTS misclassified PLAINTIFF and
14 AGGRIEVED EMPLOYEES as an “Independent Contractor” for the purposes of lowering its cost
15 of doing business by means of, but not limited to, the following:

- 16 a. Failing to report or pay the employer’s share of federal or state payroll taxes with
17 respect to any of the funds paid to PLAINTIFF and AGGRIEVED
18 EMPLOYEES, as required by required by federal and state law;
- 19 b. Failing to provide or pay for Workers Compensation insurance for PLAINTIFF
20 and AGGRIEVED EMPLOYEES;
- 21 c. Failing to provide or pay for State Disability insurance for PLAINTIFF and
22 AGGRIEVED EMPLOYEES; and,
- 23 d. Failing to provide or pay for benefits to PLAINTIFF and AGGRIEVED
24 EMPLOYEES, comparable to that received by other DEFENDANTS employees.
- 25 e. Willfully misclassifying PLAINTIFF and AGGRIEVED EMPLOYEES despite
26 the fact they worked the same job duties as DEFENDANTS properly classified
27 employees, including but not limited to:
 - 28 i. Adhering to the work schedules imposed by DEFENDANTS;

- ii. Performing essential functions that were integral to DEFENDANTS' business operation, rather than engaging in project-based or specialized, independent work;
- iii. Using DEFENDANTS' resources, rather than providing their own, or independently determining their work methods;
- iv. Being subject to DEFENDANTS' policies, training, and supervision, including compliance with DEFENDANTS' internal rules, procedures, and performance standards;
- v. Lacking any independent business operation or the ability to provide services to multiple clients, as they were economically dependent on DEFENDANTS for continued work and income.

68. As a direct and proximate result of the aforementioned violations of California law committed by DEFENDANTS, PLAINTIFF and AGGRIEVED EMPLOYEES suffered, and continues to suffer, substantial losses related to the loss of the employer's share of payroll taxes, the use and enjoyment of such employee benefits, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform its obligations under state law.

69. PLAINTIFF is informed and believes that the misclassification was willful. PLAINTIFF is further informed and believes that DEFENDANTS has engaged in, or is engaging in, a pattern or practice of such violations.

70. Pursuant to Labor Code § 226.8, DEFENDANTS' willful misclassification entitles PLAINTIFF, and each AGGRIEVED EMPLOYEE, a civil penalty of between \$5,000 to \$25,000.

71. Pursuant to Labor Code 226.8(e)(1), DEFENDANTS should be ordered to prominently display a notice on its company's website that states: a court "has found that the person or employer has committed a serious violation of the law by engaging in the willful misclassification of employees."

72. PLAINTIFF contends that he was denied fundamental rights under applicable state wage and hour laws, causing financial loss and injury. Specifically, PLAINTIFF contends that DEFENDANTS willfully misclassified PLAINTIFF as an independent contractor, as opposed to

1 employee.

2 73. PLAINTIFF is informed and believes, and based thereon, alleges that
3 DEFENDANTS' willfully misclassified PLAINTIFF employment status due to his religious creed
4 and sexual orientation; therefore, DEFENDANTS took advantage of PLAINTIFF's religious creed
5 and sexual orientation, and proceeded in various ways to violate PLAINTIFF's rights as an
6 employee.

7 74. As a direct, foreseeable, and proximate result of DEFENDANTS and DOES 1-50's,
8 discrimination based on his religious creed and sexual orientation, PLAINTIFF is informed and
9 believes that said violations are ongoing, systematic, and uniform.

10 75. As a direct, foreseeable, and proximate result of DEFENDANTS and DOES 1-50's
11 conduct, as alleged above, PLAINTIFF has suffered lost income, employment, and career
12 opportunities, and has suffered and continues to suffer other economic loss. The exact amount of
13 such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend
14 this Complaint to set forth the exact amount when it has been ascertained.

15 76. Pursuant to Labor Code § 226.7, and applicable provisions of California law,
16 PLAINTIFF requests a reasonable award of attorneys' fees and costs.

17 **SECOND CAUSE OF ACTION**

18 **Discrimination Based on Religious Creed and Sexual Orientation**

19 *[Gov. Code § 12940(a)]*

20 **(Against RITE STAFF and DOES 1-50)**

21 77. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
22 herein.

23 78. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
24 employers, required to comply with the California Fair Employment and Housing Act ("FEHA") in
25 respect to employment practices, and specifically were prohibited from discriminating against any
26 employee on the basis of religious creed and sexual orientation.

27 79. At all relevant times mentioned herein, PLAINTIFF was a non-exempt employee of
28 DEFENDANTS, and entitled to all benefits under California Laws.

1 80. Govt. Code §12940, in pertinent part, provides: "It is an unlawful employment
2 practice...(a) For an employer, because of the...*religious creed ... sexual orientation* ... of any
3 person...to discharge the person from employment...or to discriminate against the person in
4 compensation or in terms, conditions, or privileges of employment" (*emphasis added.*)

5 81. Despite being a highly effective employee with no history of disciplinary action,
6 PLAINTIFF was subjected to blatant discrimination by DEFENDANTS. PLAINTIFF's supervisor,
7 PEDRO, denied his reasonable accommodation request to wear a red rosary bracelet featuring a
8 Catholic Saint and made dismissive remarks about his faith. PEDRO, a Jehovah's Witness,
9 demonstrated open hostility towards Catholicism.

10 82. PEDRO also made derogatory comments regarding PLAINTIFF's sexual orientation
11 stating "gay people should not get a gay parade or gay celebration since straight people do not receive
12 special treatment and they do not have a straight parade."

13 83. As a direct and proximate result of this ongoing discriminatory treatment,
14 DEFENDANTS unlawfully terminated PLAINTIFF on July 17, 2024.

15 84. PLAINTIFF is informed and believes, and based thereon, alleges that his termination
16 was motivated by DEFENDANTS discrimination against him on the basis of his religious creed and
17 sexual orientation.

18 85. As a direct, foreseeable, and proximate result of DEFENDANTS' discrimination
19 based on his religious creed and sexual orientation PLAINTIFF is informed and believes that said
20 violations are ongoing, systematic, and uniform.

21 86. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged
22 above, PLAINTIFF has suffered lost income, employment, and career opportunities, and has
23 suffered and continues to suffer other economic loss. The exact amount of such loss is presently
24 unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set
25 forth the exact amount when it has been ascertained.

26 87. As a result of DEFENDANTS' violation of Govt. Code §§12940(a), PLAINTIFF is
27 entitled to damages pursuant to Civil Code §3333 including, but not limited to, loss of earnings and
28 future earning capacity, attorney's fees, and other pecuniary loss not presently ascertained.

1 PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it
2 has been ascertained.

3 88. Pursuant to Gov. Code §12965(c)(6), PLAINTIFF requests a reasonable award of
4 attorneys' fees and costs, including expert fees pursuant to the FEHA.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Prevent Discrimination**

7 *[Gov. Code § 12940(k)]*

8 **(Against RITE STAFF and DOES 1-50)**

9 89. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
10 herein.

11 90. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
12 employers, required to comply with the California Fair Employment and Housing Act ("FEHA") in
13 respect to employment practices, and specifically were prohibited from discriminating against any
14 employee on the basis of religious creed or sexual orientation.

15 91. At all relevant times mentioned herein, PLAINTIFF was a non-exempt employee of
16 DEFENDANTS, and entitled to all benefits under California Laws.

17 92. Govt. Code §12940(k), in pertinent part, requires that all employers "take all
18 reasonable steps necessary to prevent discrimination and harassment from occurring."

19 93. Despite being a highly effective employee with no history of disciplinary action,
20 PLAINTIFF was subjected to unlawful discrimination and harassment by DEFENDANTS.
21 PLAINTIFF's supervisor, PEDRO, failed to engage in the interactive process and denied
22 PLAINTIFF a reasonable accommodation to wear a red rosary bracelet featuring a Catholic Saint
23 and made dismissive remarks about his faith. PEDRO, a Jehovah's Witness, demonstrated open
24 hostility towards Catholicism and made dismissive remarks about PLAINTIFF's faith.

25 94. PEDRO also engaged in harassment based on sexual orientation by making offensive
26 and disparaging remarks stating "gay people should not get a gay parade or gay celebration since
27 straight people do not receive special treatment."

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1 95. As a direct result of this ongoing discriminatory treatment, DEFENDANTS
2 unlawfully terminated PLAINTIFF on July 17, 2024.

3 96. PLAINTIFF is informed and believes, and based thereon, alleges that his termination
4 was motivated by DEFENDANTS discrimination against him on the basis of his religious creed and
5 sexual orientation.

6 97. As a direct, foreseeable, and proximate result of DEFENDANTS' discrimination
7 based on his religious creed and sexual orientation, PLAINTIFF is informed and believes that said
8 violations are ongoing, systematic, and uniform.

9 98. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged
10 above, PLAINTIFF has suffered lost income, employment, and career opportunities, and has
11 suffered and continues to suffer other economic loss. The exact amount of such loss is presently
12 unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set
13 forth the exact amount when it has been ascertained.

14 99. As a result of DEFENDANTS' violation of Govt. Code §§12940(k), PLAINTIFF is
15 entitled to damages pursuant to Civil Code §3333 including, but not limited to, loss of earnings and
16 future earning capacity, attorney's fees, and other pecuniary loss not presently ascertained.
17 PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it
18 has been ascertained.

19 100. Pursuant to Gov. Code §12965(b), PLAINTIFF requests a reasonable award of
20 attorneys' fees and costs, including expert fees pursuant to the FEHA.

21 **FOURTH CAUSE OF ACTION**

22 **Denial of Religious Accommodations**

23 *[Gov. Code § 12940(m)]*

24 **(Against RITE STAFF and DOES 1-50)**

25 101. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
26 herein.

27 102. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
28 employers, required to comply with the California Fair Employment and Housing Act ("FEHA") in

1 respect to employment practices, and specifically were prohibited from discriminating against any
2 employee on the basis of religious creed and sexual orientation

3 103. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
4 employers, required to comply with the California Fair Employment and Housing Act ("FEHA") in
5 respect to employment practices, and specifically were prohibited from discriminating against any
6 employee on the basis of religious creed and sexual orientation.

7 104. At all relevant times mentioned herein, PLAINTIFF was a non-exempt employee of
8 DEFENDANTS, and entitled to all benefits under California Laws.

9 105. Under Govt. Code §12940(l)(1), it is unlawful "[f]or an employer... to bar or
10 discharge a person from employment ... or to discriminate against a person in compensation or in
11 terms, conditions, or privileges of employment because of a conflict between the person's religious
12 belief or observance. Religious belief or observance ... includes ... religious dress practice ... as
13 described in subdivision (q) of Section 12926" which reads, " 'Religious dress practice' shall be
14 construed broadly to include the wearing and carrying of religious *jewelry* ... that is part of an
15 individual observing a religious creed" (*emphasis added*).

16 106. Throughout his employment, PLAINTIFF requested a reasonable accommodation to
17 wear a red rosary bracelet featuring a Catholic Saint as an expression of his religious beliefs.
18 DEFENDANTS, through its agent PEDRO, denied this accommodation without exploring
19 reasonable alternatives, engaging in the interactive process, or demonstrating undue hardship, as
20 required under Gov. Code § 12940(l)(1).

21 107. In addition, PEDRO exhibited hostility to PLAINTIFF's religious beliefs, making
22 dismissive remarks about Catholicism and PLAINTIFF's religious practices. PEDRO's actions, and
23 DEFENDANTS's failure to address and correct this discriminatory conduct, constitute a violation
24 of Govt. Code §12940(l).

25 108. DEFENDANTS failed to comply with their duty under Govt. Code §12940(l)(4),
26 which prohibits employers from retaliating or discriminating against an employee for requesting a
27 religious accommodation. PLAINTIFF's requests for religious accommodation were met with
28 continued discrimination and, ultimately, his unlawful termination.

109. As a direct, foreseeable, and proximate result of DEFENDANTS' discrimination based on his religious creed, PLAINTIFF is informed and believes that said violations are ongoing, systematic, and uniform.

110. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged above, PLAINTIFF has suffered lost income, employment, and career opportunities, and has suffered and continues to suffer other economic loss. The exact amount of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

111. Pursuant to Civil Code § 3294, PLAINTIFF requests punitive damages because DEFENDANTS, and each of them, acted with malice and oppression and with a conscious disregard of PLAINTIFF'S rights. PLAINTIFF requests an assessment of punitive damages against DEFENDANTS in an amount to be assessed at time of trial.

112. Pursuant to Government Code § 12965(b), PLAINTIFF requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

FIFTH CAUSE OF ACTION

Retaliation

[Gov. Code § 12940(l)(4)]

(Against RITE STAFF and DOES 1-50)

113. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

114. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were employers, required to comply with the California Fair Employment and Housing Act (“FEHA”) in respect to employment practices, and specifically were prohibited from discriminating against any employee for requesting a religious accommodation or opposing discriminatory practices based on religious creed or sexual orientation, under Gov. Code §§ 12940(h) and 12940(l)(4).

115. At all relevant times mentioned herein, PLAINTIFF was a non-exempt employee of DEFENDANTS, and entitled to all benefits under California Laws.

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1 116. Govt. Code §12940(l)(4), in pertinent part, requires that employers are to not
2 “retaliate or otherwise discriminate against a person for requesting accommodations.” Additionally,
3 Govt. Code §12940(h) prohibits employers from retaliating against employees who oppose
4 discrimination or harassment.

5 117. Retaliation occurs when an employer takes a materially adverse action against an
6 employee because the employee engages in a protected activity, such as requesting a religious
7 accommodation or opposing discrimination based on religious creed or sexual orientation.

8 118. At all relevant times mentioned herein, PLAINTIFF was a highly effective and
9 exemplary employee who did not receive any unsatisfactory reviews or disciplinary actions of his
10 work performance.

11 119. Throughout his employment, PLAINTIFF requested a reasonable accommodation to
12 wear a red rosary bracelet featuring a Catholic Saint as an expression of his religious beliefs.
13 DEFENDANTS, through its agent PEDRO, denied this accommodation without exploring
14 reasonable alternatives, engaging in the interactive process, or demonstrating undue hardship, as
15 required under Gov. Code § 12940(l)(1).

16 120. In addition to denying PLAINTIFF’s religious accommodation, PEDRO engaged in
17 discriminatory conduct based on PLAINTIFF’s sexual orientation, stating, “gay people should not
18 get a gay parade or gay celebration since straight people do not receive special treatment.”

19 121. PLAINTIFF opposed this discriminatory treatment by requesting accommodations
20 for his religious beliefs and expressing discomfort with PEDRO’s comments about his sexual
21 orientation.

22 122. As a direct and proximate result of PLAINTIFF’s protected activity – his request for
23 religious accommodation and opposition to sexual orientation discrimination – DEFENDANTS
24 retaliated against PLAINTIFF by terminating his employment July 17, 2024.

25 123. PLAINTIFF is informed and believes, and based thereon, alleges that
26 DEFENDANTS terminated him in retaliation for requesting a religious accommodation and for
27 opposing workplace discrimination based on religious creed and sexual orientation.

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124. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged above, PLAINTIFF has suffered lost income, employment, and career opportunities, and has suffered and continues to suffer other economic loss. The exact amount of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

125. Pursuant to Civil Code § 3294, PLAINTIFF requests punitive damages because DEFENDANTS, and each of them, acted with malice and oppression and with a conscious disregard of PLAINTIFF'S rights. PLAINTIFF requests an assessment of punitive damages against DEFENDANTS in an amount to be assessed at time of trial.

126. Pursuant to Government Code § 12965(b), PLAINTIFF requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

SIXTH CAUSE OF ACTION

Wrongful Termination In Violation Of Public Policy

[Gov. Code § 12940, et seq.]

(Against RITE STAFF and DOES 1-50)

127. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

128. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were employers, required to comply with the California Fair Employment and Housing Act (“FEHA”) in respect to employment practices, and specifically were prohibited from discriminating against any employee on the basis of religious creed and sexual orientation.

129. At all relevant times mentioned herein, PLAINTIFF was a non-exempt employee of DEFENDANTS, and entitled to all benefits under California Laws.

130. Gov. Code § 12920 provides the following in pertinent part regarding - the public policy of the State of California: “It is hereby declared as the public policy of this state that it is necessary to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on the account of ... *religious creed*, ... or *sexual orientation*. It is recognized that the practice of denying employment opportunity and discriminating

1 in terms of employment for these reasons ferments domestic strife and unrest, deprives the state of
2 the fullest utilization of its capacities for development and advancement, and substantially and
3 adversely affects the interest of employees, employers, and the public in general. It is the purpose of
4 this part to provide effective remedies that will eliminate these discriminatory practices.” (*emphasis*
5 *added*)

6 131. At all relevant times mentioned herein, PLAINTIFF was a highly effective and
7 exemplary employee who did not receive any unsatisfactory reviews or disciplinary actions of his
8 work performance.

9 132. Despite being a highly effective employee with no history of disciplinary action,
10 PLAINTIFF was subjected to unlawful discrimination and harassment based on his religious beliefs
11 and sexual orientation, in violation of the fundamental public policy embodied in Govt Code § 12940
12 et seq. and § 12920.

13 133. PLAINTIFF requested a reasonable accommodation to wear a red rosary bracelet
14 featuring a Catholic Saint. PLAINTIFF’s supervisor, PEDRO, denied this request without engaging
15 in the interactive process or demonstrating undue hardship, in violation of Gov. Code § 12920(l).

16 134. PEDRO openly displayed hostility toward PLAINTIFF’s religious beliefs by making
17 dismissive remarks about Catholicism and denying PLAINTIFF’s request to display Catholic
18 symbols at work.

19 135. PEDRO also engaged in harassment based on PLAINTIFF’s sexual orientation,
20 making offensive and disparaging remarks, including stating that “gay people should not get a gay
21 parade or gay celebration since straight people do not receive special treatment.”

22 136. PLAINTIFF opposed this discriminatory treatment by requesting accommodations
23 for his religious beliefs and expressing discomfort with PEDRO’s comments about his sexual
24 orientation.

25 137. As a direct and proximate result of PLAINTIFF’s protected activity – his request for
26 religious accommodation and opposition to sexual orientation discrimination – DEFENDANTS
27 retaliated against PLAINTIFF by unlawfully terminating his employment July 17, 2024.

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1 138. PLAINTIFF is informed and believes, and based thereon, alleges that
2 DEFENDANTS terminated him in retaliation for requesting a religious accommodation and for
3 opposing workplace discrimination based on religious creed and sexual orientation.

4 139. As a direct, foreseeable, and proximate result of DEFENDANTS' discrimination
5 based on his religious creed and sexual orientation, PLAINTIFF is informed and believes that said
6 violations are ongoing, systematic, and uniform.

7 140. [W]hile an at-will employee may be terminated for no reason, or for an arbitrary or
8 irrational reason, there can be no right to terminate for an unlawful reason or a purpose that
9 contravenes fundamental public policy. Any other conclusion would sanction lawlessness, which
10 courts by their very nature are bound to oppose. (*Casella v. SouthWest Dealer Services, Inc.* (2007)
11 157 Cal.App.4th 1127, 1138-1139 [69 Cal.Rptr.3d 445].)

12 141. Accordingly, the actions of DEFENDANTS, and DOES 1-50 and each of them, in
13 terminating PLAINTIFF on the grounds alleged and described herein were wrongful and in
14 contravention and violation of the express public policy of the State of California, to wit, the policy
15 set forth in California Gov. Code § 12940 et seq. and the laws and regulations promulgated
16 thereunder.

17 142. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged
18 above, PLAINTIFF has suffered lost income, employment, and career opportunities, and has
19 suffered and continues to suffer other economic loss. The exact amount of such loss is presently
20 unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set
21 forth the exact amount when it has been ascertained.

22 143. As a result of DEFENDANTS' violation of Govt. Code §12940(k) PLAINTIFF is
23 entitled to damages pursuant to Civil Code §3333 including, but not limited to, loss of earnings and
24 future earning capacity, attorney's fees, and other pecuniary loss not presently ascertained.
25 PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it
26 has been ascertained.

27 144. Pursuant to Gov. Code §12965(b), PLAINTIFF requests a reasonable award of
28 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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1 paid at a rate below the minimum wages.

2 154. PLAINTIFF is informed and believes, and based thereon, alleges that
3 DEFENDANTS actions caused PLAINTIFF and AGGRIEVED EMPLOYEES to suffer to work
4 without being compensated at least minimum wages for all hours worked.

5 155. As a result of DEFENDANTS' violations alleged herein, PLAINTIFF and
6 AGGRIEVED EMPLOYEES are entitled to unpaid minimum wages pursuant to Labor Code §§
7 1197 and 1194.

8 156. As a result of DEFENDANTS' violations alleged herein, PLAINTIFF and
9 AGGRIEVED EMPLOYEES are entitled to liquidated damages equal to the unpaid wages pursuant
10 to Labor Code § 1194.2.

11 157. As a result of DEFENDANTS' failure to compensate PLAINTIFF and
12 AGGRIEVED EMPLOYEES for all wages owed pursuant to Labor Code §1197, PLAINTIFF is
13 entitled to penalties pursuant to Labor Code §1197.1(a) which states, "[a]ny employer or other
14 person acting either individually or as an officer, agent, or employee of another person, who pays or
15 caused to be paid any employee a wage less than the minimum fixed by an applicable state or local
16 law, or bay an order of the commission, shall be subject to a civil penalty, restitution of wages,
17 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
18 Section 203 as follows: (1) For any initial violation that ins intentionally committed, one hundred
19 dollars (\$100) for each underpaid employee for each pay period which the employee is underpaid
20 ... (2) for each subsequent violation for the same specific offense, two hundred and fifty dollars
21 (\$250) for each underpaid employee for each pay period for which the employee is underpaid ... (3)
22 Wages, liquidated damages, and any other applicable penalties imposed pursuant to Section 203."

23 158. Moreover, Labor Code § 558.1(a), in pertinent part, provides that "[a]ny employer or
24 other person acting on behalf of an employer, who violates or causes to be violated...Sections 203,
25 226, 226.7, 1193.6, 1194 or 2802, may be held liable as the employer for such violation."

26 159. Labor Code §558.1(b) further provides that the term "other person acting on behalf
27 of an employer" shall mean "a natural person who is an owner, director, officer, or managing agent
28 of the employer."

160. PLAINTIFF is informed and believes, and based thereon alleges, that PEDRO and LAURIE, and each of them, at all relevant times herein acted as the owner, director, officer and/or managing agent of RITE STAFF.

161. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged above, PLAINTIFF has suffered lost income, employment, and career opportunities, and has suffered and continues to suffer other economic loss. The exact amount of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

162. Pursuant to Labor Code §218.5, PLAINTIFF requests a reasonable award of attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

Failure to Pay Overtime Wages

[Labor Code §510(a); IWC Wage Order 4]

(Against DEFENDANTS and DOES 1-50)

163. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

164. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were employers, required to comply with the Labor Code and IWC Order 4 in respect to employees' wages, hours, and working conditions.

165. At all relevant times mentioned herein, PLAINTIFF, and AGGRIEVED EMPLOYEES, were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

166. Labor Code §510(a) states “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work excess of 40 hours in one workweek and the first eight hours on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee... The requirements of this section do not apply to the payment of overtime

1 compensation to an employee working pursuant to any of the following: (1) An alternative
2 workweek schedule adopted pursuant to Section 511.”

3 167. During the duration of employment, PLAINTIFF and AGGRIEVED EMPLOYEES
4 were not part of an alternative workweek schedule adopted pursuant to Labor Code §511; therefore,
5 the traditional overtime/double-time rates apply for all hours worked in excess of 8 (eight) hours in
6 a day or 40 in a workweek.

7 168. Section 3(A) of IWC Order 4 in part “employees shall not be employed more than
8 eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives
9 and one-half (1½) times such employee’s regular rate of pay for all hours worked over 40 hours in
10 the workweek.”

11 169. During the duration of employment PLAINTIFF, and AGGRIEVED EMPLOYEES
12 worked for DEFENDANTS, DEFENDANTS failed to compensate PLAINTIFF and all
13 AGGRIEVED EMPLOYEES the overtime/double-time rates for all hours worked in excess of eight
14 (8) per day and forty (40) per week as PLAINTIFF and all AGGRIEVED EMPLOYEES are entitled
15 to pursuant to Cal. Labor Code §510 and Section 3(A) of Wage Order No. 4.

16 170. As a direct, foreseeable, and proximate result of DEFENDANTS’ conduct, as alleged
17 above, PLAINTIFF, and AGGRIEVED EMPLOYEES, have suffered lost income, employment, and
18 career opportunities, and has suffered and continues to suffer other economic loss. The exact amount
19 of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend
20 this Complaint to set forth the exact amount when it has been ascertained.

21 171. As a further result of DEFENDANTS’ conduct, PLAINTIFF and all AGGRIEVED
22 EMPLOYEES are entitled to attorney’s fees under Labor Code § 218.5, in addition to interest,
23 expenses, and cost of suit.

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1 **NINTH CAUSE OF ACTION**

2 **Failure to Provide Duty Free Rest Periods**

3 ***[Labor Code §226.7; IWC Wage Order 4]***

4 **(Against DEFENDANTS and DOES 1-50)**

5 172. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
6 herein.

7 173. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
8 employers, required to comply with the Labor Code and IWC Order 4 in respect to employees'
9 wages, hours, and working conditions.

10 174. At all relevant times mentioned herein, PLAINTIFF, and AGGRIEVED
11 EMPLOYEES, were non-exempt employees of DEFENDANTS, and entitled to all benefits under
12 California Laws.

13 175. Labor Code § 226.7(a) states "An employer shall not require an employee to work
14 during a meal or *rest or recovery* period mandated pursuant to an applicable statute, or applicable
15 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
16 Health Standards Board, or the Division of Occupational Safety and Health" (*emphasis added.*)

17 176. Section 12(A) of IWC Order 4 states "Every employer shall authorize and permit all
18 employees to take rest periods, which insofar as practicable shall be in the middle of each work
19 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
20 ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period
21 need not be authorized for employees whose total daily work time is less than three and one-half
22 (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be
23 no deduction from wages."

24 177. During the duration of employment PLAINTIFF, and AGGRIEVED EMPLOYEES,
25 were scheduled to work approximately fourteen (14) hour shifts, whereby each shift, pursuant to
26 Labor Code §§226.7(a) and IWC Wage Order 4 granted PLAINTIFF and AGGRIEVED
27 EMPLOYEES a total of at least three (3) uninterrupted, duty-free, rest periods.

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1 178. During the time PLAINTIFF and AGGRIEVED EMPLOYEES worked for
2 DEFENDANTS, the daily job duties, demands, and expectations DEFENDANTS placed on
3 PLAINTIFF and AGGRIEVED EMPLOYEES did not allow PLAINTIFF and AGGRIEVED
4 EMPLOYEES the time, opportunity, or ability to take any compliant, uninterrupted, duty-free rest
5 period(s) within the legally required time frame that PLAINTIFF and AGGRIEVED EMPLOYEES
6 were entitled to pursuant to Labor Code §226.7(a) and Section 12(A) of the IWC Wage Order 4.

7 179. DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES
8 with the time, opportunity, or ability to take any compliant, uninterrupted rest period(s) pursuant to
9 Cal. Labor Code §226.7(b) and Section 12(A) of IWC Wage Order 4.

10 180. As a direct result of DEFENDANTS failure to afford PLAINTIFF and AGGRIEVED
11 EMPLOYEES the time, opportunity, or ability to take any compliant, uninterrupted rest period(s)
12 within the legally allowed time frame, DEFENDANTS are liable to PLAINTIFF and AGGRIEVED
13 EMPLOYEES for one hour of additional pay at the regular rate of her hourly compensation for each
14 workday that proper rest period(s) were missed or not provided, pursuant to Section 12(B) of IWC
15 Wage Order 4.

16 181. Moreover, Labor Code § 558.1(a), in pertinent part, provides that "[a]ny employer or
17 other person acting on behalf of an employer, who violates or causes to be violated...Sections 203,
18 226, 226.7, 1193.6, 1194 or 2802, may be held liable as the employer for such violation."

19 182. Labor Code §558.1(b) further provides that the term "other person acting on behalf
20 of an employer" shall mean "a natural person who is an owner, director, officer, or managing agent
21 of the employer."

22 183. PLAINTIFF is informed and believes, and based thereon alleges, that PEDRO and
23 LAURIE, and each of them, at all relevant times herein acted as the owner, director, officer and/or
24 managing agent of RITE STAFF.

25 184. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged
26 above, PLAINTIFF and AGGRIEVED EMPLOYEES has suffered and continues to suffer economic
27 loss. The exact amount of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek
28 leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

1 185. Pursuant to Labor Code §218.5, PLAINTIFF requests a reasonable award of
2 attorneys' fees and costs.

3 **TENTH CAUSE OF ACTION**

4 **Failure to Provide Duty Free Meal Periods**

5 **[Labor Code §§226.7 and 515; IWC Order 5]**

6 **(Against All DEFENDANTS and DOES 1-50)**

7 186. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
8 herein.

9 187. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
10 employers, required to comply with the Labor Code and IWC Order 4 in respect to employees'
11 wages, hours, and working conditions.

12 188. At all relevant times mentioned herein, PLAINTIFF, and AGGRIEVED
13 EMPLOYEES, were non-exempt employees of DEFENDANTS, and entitled to all benefits under
14 California Laws.

15 189. Labor Code § 226.7(a) states "An employer shall not require an employee to work
16 during a *meal* or rest or recovery period mandated pursuant to an applicable statute, or applicable
17 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
18 Health Standards Board, or the Division of Occupational Safety and Health" (*emphasis added.*)

19 190. Labor Code § 512 states "An employer shall not employ an employee for a work
20 period of more than five hours per day without providing the employee with a meal period of not
21 less than 30 minutes, except that if the total work period per day of the employee is no more than
22 six hours, the meal period may be waived by mutual consent of both the employer and employee.
23 An employer shall not employ an employee for a work period of more than 10 hours per day without
24 providing the employee with a second meal period of not less than 30 minutes, except that if the
25 total hours worked is no more than 12 hours, the second meal period may be waived by mutual
26 consent of the employer and the employee only if the first meal period was not waived."

27 191. Section 11(A) IWC Order 5 in states "No employer shall employ any person for a
28 work period of more than five (5) hours without a meal period of not less than 30 minutes, except

1 that when a work period of not more than six (6) hours will complete the day's work the meal period
2 may be waived by mutual consent of the employer and the employee."

3 192. During the duration of employment PLAINTIFF, and AGGRIEVED EMPLOYEES,
4 were scheduled to work approximately fourteen (14) hour shifts, whereby each shift, pursuant to
5 Labor Code § 226.7(a) and IWC Wage Order 4 granted PLAINTIFF and AGGRIEVED
6 EMPLOYEES a total of at least two (2) uninterrupted, duty-free, meal periods.

7 193. During the time PLAINTIFF and AGGRIEVED EMPLOYEES worked for
8 DEFENDANTS, the daily job duties, demands, and expectations DEFENDANTS placed on
9 PLAINTIFF and AGGRIEVED EMPLOYEES did not allow PLAINTIFF and AGGRIEVED
10 EMPLOYEES the time, opportunity, or ability to take a compliant, uninterrupted, duty-free, meal
11 period within the legally required time frame that PLAINTIFF and AGGRIEVED EMPLOYEES
12 was entitled to pursuant to Labor Code § 226.7(a) and Section 11(A) of the IWC Order 4.

13 194. DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES
14 with the time, opportunity, or ability to take a compliant, uninterrupted, duty-free, meal period
15 pursuant to Cal. Labor Code §§ 226.7(b) and Section 12(A) of IWC Order 4.

16 195. As a direct result of DEFENDANTS failure to afford PLAINTIFF and AGGRIEVED
17 EMPLOYEES the time, opportunity, or ability to take a compliant, uninterrupted, duty-free, meal
18 period, within the legally required time frame, DEFENDANTS are liable to PLAINTIFF and
19 AGGRIEVED EMPLOYEES for one hour of additional pay at the regular rate of her hourly
20 compensation for each workday that a proper meal period was missed or not provided, pursuant to
21 Section 11(B) of IWC Order 4.

22 196. Moreover, Labor Code § 558.1(a), in pertinent part, provides that "[a]ny employer or
23 other person acting on behalf of an employer, who violates or causes to be violated...Sections 203,
24 226, 226.7, 1193.6, 1194 or 2802, may be held liable as the employer for such violation."

25 197. Labor Code §558.1(b) further provides that the term "other person acting on behalf
26 of an employer" shall mean "a natural person who is an owner, director, officer, or managing agent
27 of the employer."

28 ///

198. PLAINTIFF is informed and believes, and based thereon alleges, that PEDRO and LAURIE, and each of them, at all relevant times herein acted as the owner, director, officer and/or managing agent of RITE STAFF.

199. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged above, PLAINTIFF and AGGRIEVED EMPLOYEES has suffered and continues to suffer economic loss. The exact amount of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

200. Pursuant to Labor Code §218.5, PLAINTIFF requests a reasonable award of attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements

[Labor Code §226]

(Against DEFENDANTS and DOES 1-50)

201. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

202. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were employers, required to comply with the Labor Code and IWC Order 4 in respect to employees' wages, hours, and working conditions.

203. At all relevant times mentioned herein, PLAINTIFF, and AGGRIEVED EMPLOYEES, were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

204. Labor Code §226(a), in pertinent part, provides: “An employer... at time of each payment of wages, shall furnish each of [its] employees, either as a detachable part of the check, draft, or voucher paying the employees wages or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, ...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee”

1 205. DEFENDANTS have violated Labor Code §226 by failing to accurately set forth the
2 net and gross wages earned when DEFENDANTS knowingly required PLAINTIFF and
3 AGGRIEVED EMPLOYEES to work.

4 206. DEFENDANTS have further violated Labor Code §226 by failing to accurately set
5 forth the net and gross wages earned when they knowingly failed to pay PLAINTIFF and
6 AGGRIEVED EMPLOYEES premium pay wages for all missed/uninterrupted rest periods.

7 207. DEFENDANTS have further violated Labor Code §226 by failing to accurately set
8 forth the net and gross wages earned when they knowingly failed to pay PLAINTIFF and
9 AGGRIEVED EMPLOYEES premium pay wages for all missed/uninterrupted meal periods.

10 208. DEFENDANTS have failed to provide timely, accurate itemized wage statements to
11 PLAINTIFF and AGGRIEVED EMPLOYEES in accordance with California Labor Code § 226(a).

12 209. As a result of DEFENDANTS' failure to provide PLAINTIFF and AGGRIEVED
13 EMPLOYEES with timely, accurate itemized wages statements pursuant to Labor Code §226(a),
14 PLAINTIFF and AGGRIEVED EMPLOYEES are entitled to penalties pursuant to Labor Code
15 §226(e) which states, "An employee suffering injury as a result of a knowing and intentional failure
16 by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages
17 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
18 (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate
19 penalty of four thousand dollars (\$4,000)."

20 210. Moreover, Labor Code § 558.1(a), in pertinent part, provides that "[a]ny employer or
21 other person acting on behalf of an employer, who violates or causes to be violated...Sections 203,
22 226, 226.7, 1193.6, 1194 or 2802, may be held liable as the employer for such violation."

23 211. Labor Code §558.1(b) further provides that the term "other person acting on behalf
24 of an employer" shall mean "a natural person who is an owner, director, officer, or managing agent
25 of the employer."

26 212. PLAINTIFF is informed and believes, and based thereon alleges, that PEDRO and
27 LAURIE, and each of them, at all relevant times herein acted as the owner, director, officer and/or
28 managing agent of RITE STAFF.

213. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged above, PLAINTIFF has suffered and continues to suffer economic loss. The exact amount of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

214. Pursuant to Labor Code §§226(e) and 226(h), PLAINTIFF requests a reasonable award of attorneys' fees and costs.

TWELFTH CAUSE OF ACTION

Failure to Pay Wages Upon Termination

[Labor Code §§2926, 201 and 203; IWC Wage Order 4]

(Against DEFENDANTS and DOES 1-50)

215. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

216. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were employers, required to comply with the Labor Code and IWC Order 4 in respect to employees' wages, hours, and working conditions.

217. At all relevant times mentioned herein, PLAINTIFF, and AGGRIEVED EMPLOYEES, were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

218. Labor Code §2926 states that “[a]n employee who is not employed for a specified term and who is dismissed by his employer is entitled to compensation for services rendered up to the time of such dismissal.”

219. Labor Code §201 states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

220. Labor Code §203 provides that an employer who willfully fails to pay, without abatement, or reduction, in accordance with sections 201, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action, therefore, is commenced, but the wages shall not continue for more than 30 days.

221. DEFENDANTS violated Labor Code §§2926, 201 as they failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES all earned wages and premium wages within any time permissible under Labor Code.

222. As a direct result of DEFENDANTS failure to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all earned wages and premium wages as the time of termination, DEFENDANTS are liable to PLAINTIFF and AGGRIEVED EMPLOYEES pursuant to Labor Code §203, that totals an amount that equals the average daily wage, paid daily, up until all earned wages and premium wages are paid in full, not to exceed thirty (30) days.

223. Moreover, Labor Code § 558.1(a), in pertinent part, provides that "[a]ny employer or other person acting on behalf of an employer, who violates or causes to be violated...Sections 203, 226, 226.7, 1193.6, 1194 or 2802, may be held liable as the employer for such violation."

224. Labor Code §558.1(b) further provides that the term "other person acting on behalf of an employer" shall mean "a natural person who is an owner, director, officer, or managing agent of the employer."

225. PLAINTIFF is informed and believes, and based thereon alleges, that PEDRO and LAURIE, and each of them, at all relevant times herein acted as the owner, director, officer and/or managing agent of RITE STAFF.

226. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged above, PLAINTIFF have suffered and continues to suffer economic loss. The exact amount of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

ELEVENTH CAUSE OF ACTION

Failure to Reimburse Employee for Business Expenses

[Labor Code § 2802]

(Against DEFENDANTS and DOES 1-50)

227. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

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1 228. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
2 employers, required to comply with the Labor Code and IWC Order 4 in respect to employees'
3 wages, hours, and working conditions.

4 229. At all relevant times mentioned herein, PLAINTIFF, and AGGRIEVED
5 EMPLOYEES, were non-exempt employees of DEFENDANTS, and entitled to all benefits under
6 California Laws.

7 230. Labor Code § 2802(a), in pertinent part provides, "An employer shall indemnify his
8 or her employee for all losses incurred by the employee in direct consequence of the discharge of
9 his or her duties, or of his or her obedience to the directions of the employer."

10 231. PLAINTIFF is informed and believes, and based thereon, alleges that
11 DEFENDANTS consistently and knowingly required PLAINTIFF and other AGGRIEVED
12 EMPLOYEES to use their personal vehicles and expend personal funds to perform work-related
13 tasks for the benefit of DEFENDANTS, including but not limited to traveling to purchase and deliver
14 marketing materials to RITE's clients.

15 232. DEFENDANTS failed to reimburse PLAINTIFF and AGGRIEVED EMPLOYEES
16 for any and all business-related expenses as required by Labor Code §2802.

17 233. DEFENDANTS have failed to indemnify or in any manner reimburse PLAINTIFF
18 and AGGRIEVED EMPLOYEES for these expenditures and losses. By requiring the employee to
19 pay expenses and cover losses related to work related duties, DEFENDANTS have violated Labor
20 Code § 2802.

21 234. Moreover, Labor Code § 558.1(a), in pertinent part, provides that "[a]ny employer or
22 other person acting on behalf of an employer, who violates or causes to be violated...Sections 203,
23 226, 226.7, 1193.6, 1194 or 2802, may be held liable as the employer for such violation."

24 235. Labor Code §558.1(b) further provides that the term "other person acting on behalf
25 of an employer" shall mean "a natural person who is an owner, director, officer, or managing agent
26 of the employer."

27 236. PLAINTIFF is informed and believes, and based thereon alleges, that PEDRO and
28 LAURIE, and each of them, at all relevant times herein acted as the owner, director, officer and/or

1 managing agent of RITE STAFF.

2 237. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged
3 above, PLAINTIFF has suffered and continues to suffer economic losses. The exact amount of such
4 loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this
5 Complaint to set forth the exact amount when it has been ascertained.

6 238. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF is entitled
7 to reimbursement of expenditures, in an amount according to proof at trial, interest thereon, and an
8 award of attorneys' fees, and costs.

9 **FOURTEENTH CAUSE OF ACTION**

10 **Failure to Provide Access to Employee Personnel & Payroll Records**

11 ***[Labor Code §§226(b), 432 and 1198.5]***

12 **(Against DEFENDANTS and DOES 1-50)**

13 239. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
14 herein.

15 240. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
16 employers, required to comply with the Labor Code in respect to employees' wages, hours, and
17 working conditions.

18 241. At all relevant times mentioned herein, PLAINTIFF was a non-exempt employee of
19 DEFENDANTS, and entitled to all benefits under California Laws.

20 242. Labor Code §226(b-c), in pertinent part, provides that "[a]n employer...shall afford
21 current and former employees the right to inspect to receive a copy of records pertaining their
22 employment, upon reasonable request to the employer...not later than 21 calendar days from the
23 date of request."

24 243. Labor Code §432 states "If an employee or applicant signs any instrument relating to
25 the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

26 244. Labor Code §1198.5(a-b), in pertinent part, provides that "[e]very current and former
27 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
28 records that the employer maintains...not later than 30 calendar days from the date the employer

1 receives a written request.”

2 245. On, or around, November 15, 2024, PLAINTIFF, sent DEFENDANTS
3 correspondence requesting DEFENDANTS provide PLAINTIFF access/copies of PLAINTIFF’S
4 payroll and personnel file.

5 246. As of the date of filing this Complaint, DEFENDANTS have failed to provide
6 PLAINTIFF access/copies of PLAINTIFF’S payroll and personnel file.

7 247. DEFENDANTS violated Labor Code §§226 and 1198.5 as they failed to provide
8 PLAINTIFF the ability to inspect or receive a copy of his employment and personnel records.

9 248. As a direct result of DEFENDANTS failure to provide PLAINTIFF the ability to
10 inspect or receive a copy of his employment and personnel records, DEFENDANTS are liable to
11 PLAINTIFF for all available remedies and penalties pursuant to Labor Code §§226 and 1198.5

12 249. As a direct, foreseeable, and proximate result of DEFENDANTS’ conduct, as alleged
13 above, PLAINTIFF have suffered and continues to suffer economic loss. The exact amount of such
14 loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this
15 Complaint to set forth the exact amount when it has been ascertained.

16 250. Pursuant to Labor Code §1198.5, PLAINTIFF requests a reasonable award of
17 attorneys’ fees and costs.

18 **FIFTEENTH CAUSE OF ACTION**

19 **Civil Penalties Under The Private Attorney General Act**

20 ***[Labor Code §2698]***

21 **(Against DEFENDANTS and DOES 1-50)**

22 251. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
23 herein.

24 252. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
25 employers, required to comply with the Labor Code and IWC Order 4 in respect to employees’
26 wages, hours, and working conditions.

27 253. At all relevant times mentioned herein, PLAINTIFF, and AGGRIEVED
28 EMPLOYEES, were non-exempt employees of DEFENDANTS, and entitled to all benefits under

1 California Laws.

2 254. PLAINTIFF is informed and believes, and based thereon alleges, that PEDRO,
3 LAURIE, RITE STAFF and DOES 1-50, each of them, equally and actively participated in creating
4 the policies and procedures that controlled PLAINTIFF's, and AGGRIEVED EMPLOYEES wages,
5 hours and working conditions.

6 255. PLAINTIFF is informed and believes, and based thereon alleges, that PEDRO,
7 LAURIE, RITE STAFF and DOES 1-50, each knew, or reasonably should have known, that the
8 policies and procedures created, ratified and implemented violated PLAINTIFFs, and AGGRIEVED
9 EMPLOYEES, rights under California Labor Code and Government Code.

10 256. As a result of the acts alleged herein, PLAINTIFF, on behalf of the Aggrieved
11 Employees, seeks the recovery of civil penalties pursuant to Labor Code § 2698, et seq., for the
12 following knowing and intentional violations:

- 13 a. For misclassifying PLAINTIFF, and AGGRIEVED EMPLOYEES, as Independent
14 Contractors.
- 15 b. For failing to pay PLAINTIFF, and AGGRIEVED EMPLOYEES, all WAGES owed
16 in violation of Labor Code §§ 222 and 510.
- 17 c. For failing to provide PLAINTIFF, and AGGRIEVED EMPLOYEES, with Rest
18 Breaks, Duty-Free Meal Breaks, and Pay the Premium Pay Wages for Missed Rest
19 and Meal Breaks owed in violation of Labor Code §§226.7 and 512.
- 20 d. For failing to reimburse PLAINTIFF, and AGGRIEVED EMPLOYEES,
21 reimbursement of Business Expenses in violation of Labor Code § 2802.
- 22 e. For failing to pay PLAINTIFF, and AGGRIEVED EMPLOYEES, all wages on
23 Separation of Employment in violation of Labor Code §§ 201, 202, and 203.
- 24 f. for failing to maintain for, and provide to PLAINTIFF, and AGGRIEVED
25 EMPLOYEES, the accurate, itemized wage statements required by Labor Code §
26 226.

27 257. The above reference civil penalties shall include the recovery of amount specified in
28 the applicable sections of the California Labor Code, and if not specifically provided, those under §

1 2699(f) and shall include amounts sufficient to recover unpaid wages, including losses incurred by
2 PLAINTIFF and AGGRIEVED EMPLOYEES working for DEFENDANTS, pursuant to Labor
3 Code §§ 210, 225.5, 226.3, 558, 2699 subdivisions (a) and (f).

4 258. PLAINTIFF has mailed a notice to the LWDA by certified mail notifying it of the
5 specific provisions of the Labor Code alleged herein to have been violated, including the facts and
6 theories to support the alleged violations as required by the PAGA statute codified at Labor Code §
7 2698, et seq. More than sixty-five (65) calendar days lapsed since PLAINTIFF's postmarked its
8 notice and LWDA has not taken any action or given notice of its intention to take any action.

9 259. PLAINTIFF was compelled to retain the services of counsel to file this court action
10 to protect his interest and those of DEFENDANTS' other former and current employees, and to
11 assess and collect the civil penalties owed by DEFENDANTS. PLAINTIFF has thereby incurred
12 attorneys' fees and cost, which he is entitled to recover under Labor Code § 2699.

13 **SIXTEENTH CAUSE OF ACTION**

14 **Unfair Business Practices**

15 ***[Business and Professions Code § 17200, et seq.]***

16 **(Against DEFENDANTS and DOES 1-50)**

17 260. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
18 herein.

19 261. At all relevant times herein, DEFENDANTS, DOES 1-50, and each of them, were
20 employers, required to comply with the Labor Code and IWC Order 4 in respect to employees'
21 wages, hours, and working conditions.

22 262. At all relevant times mentioned herein, PLAINTIFF, and AGGRIEVED
23 EMPLOYEES, were non-exempt employees of DEFENDANTS, and entitled to all benefits under
24 California Laws.

25 263. Business and Professions Code § 17200, et seq. prohibits unfair competition in the
26 form of any unlawful, unfair, deceptive, or fraudulent business practices.

27 264. DEFENDANTS' violations of Labor Code §§ 201, 203, 2926, and other applicable
28 provisions, as alleged herein, including, inter alia, DEFENDANTS' failure to compensate

1 PLAINTIFF and AGGRIEVED EMPLOYEES for all wages earned, DEFENDANTS' failure to
2 provide timely and accurate wage and hour statements, and DEFENDANTS' failure to pay
3 compensation due in a timely manner upon termination constitute unfair business practices in
4 violation of Business & Professions Code §§ 17200, et seq.

5 265. The knowing conduct of DEFENDANTS, as alleged herein, constitutes an unlawful
6 and/or fraudulent business practice, as set forth in Business and Professions Code §§ 17200-17208.
7 Specifically, DEFENDANTS conducted business activities while failing to comply with the legal
8 mandates herein.

9 266. DEFENDANTS' knowing failure to adopt policies in accordance with, and/or to
10 adhere to these laws, all of which are binding upon and burdensome on its competitors, engenders
11 an unfair competitive advantage for DEFENDANTS, thereby constituting an unfair business
12 practice, as set forth in Business and Professions Code § 17208.

13 267. Business and Professions Code § 17203 provides that the Court may restore to any
14 person in interest any money or property which may have been acquired by means of such unfair
15 competition.

16 268. As a direct and proximate result of the acts, PLAINTIFF was injured and suffered the
17 loss of money in the amount of, inter alia, unpaid wages that she was otherwise entitled to receive.

18 269. PLAINTIFF is entitled to restitution to Business and Professions Code §§ 17203 and
19 17208 for all wages unlawfully withheld as a result of DEFENDANTS' unlawful and unfair conduct.

20 270. PLAINTIFF is informed and believes and thereon alleges that the actions of
21 DEFENDANTS' employees, officers, directors, and/or managing agents were undertaken with the
22 prior approval, consent, and authorization of DEFENDANTS and were subsequently authorized and
23 ratified by it as well by the and through its officers, directors, and/or managing agents.

24 271. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged
25 above, PLAINTIFF and AGGRIEVED EMPLOYEES has suffered lost income, employment, and
26 career opportunities, and has suffered and continues to suffer other economic loss. The exact amount
27 of such loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend
28 this Complaint to set forth the exact amount when it has been ascertained.

272. These unlawful acts were further encouraged by DEFENDANTS and done with a conscious disregard for PLAINTIFF and AGGRIEVED EMPLOYEES' rights and with the intent, design, and purpose of injuring PLAINTIFF and AGGRIEVED EMPLOYEES.

273. PLAINTIFF'S success in this action will enforce important rights affecting the public interest. PLAINTIFF seeks, and is entitled to, injunctive relief as well as all other appropriate equitable remedies. Injunctive relief is necessary and appropriate to prevent DEFENDANTS from repeating the wrongful business practices alleged herein.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF respectfully prays for judgment against DEFENDANTS, and each of them, as follows:

1. For compensatory damages, including but not limited to lost wages, lost employment benefits, loss of future earnings, and other pecuniary losses, according to proof at trial;
2. For general damages for mental and emotional distress, pain, suffering, inconvenience, anxiety, humiliation, and loss of enjoyment of life, in an amount to be determined at trial;
3. For restitution and disgorgement of all monies wrongfully obtained by DEFENDANTS as a result of unlawful and unfair business practices pursuant to Business & Professions Code § 17200, et seq.;
4. For civil penalties as authorized under the Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.), for each and every Labor Code violation committed against PLAINTIFF and AGGRIEVED EMPLOYEES;
5. For liquidated damages, waiting time penalties, and statutory penalties as provided by law, including but not limited to those under Labor Code §§ 201–203, 226, 226.7, 1194, 1197.1, 2802, and 1198.5;
6. For unpaid wages, including minimum wages, regular wages, overtime wages, premium wages for missed meal and rest periods, and reimbursement for business expenses, according to proof at trial;
7. For injunctive and equitable relief as permitted by law, including but not limited to reinstatement (if applicable), policy modifications, and compliance with all applicable

1 wage and hour laws and anti-discrimination statutes;

2 8. For punitive damages pursuant to Civil Code § 3294, due to DEFENDANTS' oppression,
3 fraud, and malice in engaging in unlawful discrimination, retaliation, and wrongful
4 termination;

5 9. For reasonable attorneys' fees, expert witness fees, and costs of suit incurred herein,
6 pursuant to Government Code § 12965(b), Labor Code §§ 218.5, 226(e), 1194, 2802,
7 2699(g), and any other applicable authority;

8 10. For pre-judgment and post-judgment interest as permitted by law; and

9 11. For such other and further legal and equitable relief as the Court may deem just and proper.

10
11
12 DATED: May 23, 2025

K & S LAW GROUP, P.C.

13
14 By: /s/ Omid J. Shirazi
15 Omid J. Shirazi,
16 Attorney for PLAINTIFF,
17 ALFONSO CUIEL
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a trial by jury on all causes of action so triable.

DATED: May 23, 2025

K & S LAW GROUP, P.C.

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