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ADRIAN LOPEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

ADRIAN LOPEZ, an individual,

Plaintiff,

vs.

CORAL CASINO SERVICES, LLC, a
Delaware limited liability company;
GABRIEL DIAZ, an individual; CHLOE
PLUM, an individual; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 24CV05777

COMPLAINT FOR:

- 1. FAILURE TO PAY MINIMUM WAGE AND PAY FOR ALL WAGES EARNED (*Labor Code* §§ 204, 1194 and 1197; IWC Wage Order No. 5);**
- 2. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED (Cal. Labor Code § 226.7; IWC Wage Order No. 5);**
- 3. FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5);**
- 4. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226);**
- 5. FAILURE TO PAY ALL WAGES DUE ON TERMINATION (Cal. Labor Code §203);**
- 6. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* §2802);**
- 7. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5);**
- 8. UNFAIR COMPETITION (Cal. Bus.**

- 1 & Prof. Code §§17200 et seq.);
- 2 9. DISCRIMINATION BASED ON
- 3 PHYSICAL DISABILITY IN
- 4 VIOLATION OF GOVT. CODE
- 5 §12940(a);
- 6 10. HARASSMENT BASED ON
- 7 PHYSICAL DISABILITY IN
- 8 VIOLATION OF GOVT. CODE
- 9 §12940(a);
- 10 11. HOSTILE WORK
- 11 ENVIRONMENT IN VIOLATION
- 12 OF GOVT. CODE §12940 *ET. SEQ.*;
- 13 12. FAILURE TO ACCOMMODATE
- 14 PHYSICAL DISABILITY IN
- 15 VIOLATION OF GOVT. CODE
- 16 §12940(m);
- 17 13. FAILURE TO ENGAGE IN A
- 18 GOOD FAITH INTERACTIVE
- 19 PROCESS IN VIOLATION OF
- 20 GOVT. CODE §12940(n);
- 21 14. RETALIATION IN VIOLATION
- 22 OF GOVT. CODE §12940 *ET SEQ.*;
- 23 15. FAILURE TO PREVENT
- 24 DISCRIMINATION FROM
- 25 OCCURRING IN VIOLATION OF
- 26 GOVT. CODE §12940(K); and
- 27 16. WRONGFUL TERMINATION IN
- 28 VIOLATION OF PUBLIC
- POLICY, GOVT. CODE §12940 *ET*
- SEQ.*

DEMAND FOR A JURY TRIAL

Adrian Lopez (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This action is brought pursuant to California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes. This Court also has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Santa Barbara and because Defendant Coral Casino Services, LLC owned and operated their business in the County of Santa Barbara.

II. PARTIES

3. At all times relevant hereto, Plaintiff Adrian Lopez (hereinafter "Plaintiff") was an individual over age 18 and a resident of Santa Barbara County, California.

4. Plaintiff is informed and believes and thereon alleges that at all times material hereto, Defendant Casino Coral Services, LLC, (hereinafter "CCS" or Defendant), has been, and is, a Delaware limited liability company, with a principal place of business at 1281 Channel Drive, Santa Barbara, California 93108. At all times material hereto, CCS has been, and is, a private, members only club. Plaintiff is informed and believes and thereon alleges that at all times material hereto CCS has been authorized to do business and has been doing business in the State of California.

5. Plaintiff is informed and believes and thereon alleges that Defendant Gabriel Diaz ("Gabriel") is an individual, who at all times relevant herein, was a resident of Santa Barbara County. Gabriel was Plaintiff's supervisor.

6. Plaintiff is informed and believes and thereon alleges that Defendant Chloe Plum ("Chloe") (collectively with CCS and Gabriel "Defendants") is an individual, who at all times relevant herein, was a resident of Santa Barbara County. Chloe works in the Human Resources Department ("HR") at CCS.

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

8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such

1 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
2 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
3 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
4 individual person who owned, controlled, or managed the business for which Plaintiff worked
5 and/or who directly or indirectly exercised operational control over the working conditions of
6 Plaintiff. These DOE Defendants held ownership, officer, director and/or executive positions
7 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
8 included decision-making responsibility for, and establishment of, discrimination and
9 harassment practices and policies for Defendants which have damaged Plaintiff. Therefore,
10 DOES 1 through 100, in addition to the remaining Defendants, are Plaintiff's "employers" as a
11 matter of law and liable on the causes of action alleged herein pursuant to the Lab. Code's
12 wage and hour laws and regulations, and FEHA as alleged herein.

13 9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
14 through 100 are, and at all times relevant hereto were, persons, corporations or other business
15 entities organized and existing under and by virtue of the laws of the State of California, and
16 are/were qualified to transact and conduct business in the State of California, and did transact
17 and conduct business in the State of California, and are thus subject to the jurisdiction of the
18 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
19 employ persons, and conduct business and illegally pay employees by illegal payroll practices
20 and policies and engage in harassment and discrimination in the County of Santa Barbara.

21 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
22 fictitiously named Defendants aided and assisted the named Defendants in committing the
23 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each
24 Defendant.

25 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
26 **ACTION**

27 **Employment Information**

11. Plaintiff was an employee of CCS since January 2024. Plaintiff worked as a Lead Maintenance Technician. On or about September 6, 2024, Plaintiff was wrongfully terminated due to his disability.

12. Throughout his employment with CCS, Plaintiff worked 5 days per week, 8 or hours per day. Plaintiff earned \$23.75 per hour.

13. The employment by Defendant CCS of Plaintiff is governed by Industrial Welfare Commission Wage Order 5, which covers those persons employed in the public housekeeping industry.

Wage and Hour Violations

14. Defendant CCS failed to pay Plaintiff minimum wages.

15. Defendant CCS at times denied Plaintiff uninterrupted rest periods.

16. Defendant CCS at times denied Plaintiff uninterrupted meal periods.

17. Defendant CCS routinely failed to provide Plaintiff with itemized wage statements that properly and accurately itemized the number of hours he worked at the effective regular rates of pay.

18. Defendant CCS failed to pay Plaintiff all wages due on termination.

19. Plaintiff was not reimbursed his necessary business expenses.

20. Plaintiff was not provided his personnel records.

Discrimination, Harassment and Wrongful Termination

21. Plaintiff was denied a work environment free of disability discrimination and was targeted for wrongful termination on or about September 6, 2024.

22. On or about August 18, 2024, Plaintiff was involved in a biking accident and broke his tibia as a result thereof. As such, these conditions, singularly and in the aggregate, constitute a physical disability, as that term is defined in *Government Code* § 12926(l)(1)(A), (B).

23. On that same date, Plaintiff went to the emergency room and x rays were taken. Plaintiff was advised that he had a broken tibia and that he may need surgery.

1 24. On or about August 19, 2024, Plaintiff sent an email to HR and attached a
2 picture of the x-rays. He informed HR that he would not be able to go back to work and that he
3 would keep HR posted regarding his situation.

4 25. HR replied back to Plaintiff's email stating "Thanks for letting me know, that
5 looks painful and so sorry this happened."

6 26. On or about August 20, 2024, Plaintiff obtained a physician's note from his
7 specialist that stated that he would be unable to bear weight for 3 months and would not be
8 able to return to full duty until after January 1, 2025.

9 27. Plaintiff sent his physician notes to HR. Plaintiff received a response stating
10 "Quick recovery."

11 28. On or about August 21, 2024, Plaintiff spoke with Chloe, via texts and she
12 provided Plaintiff information regarding disability insurance.

13 29. On or about August 23, 2024, Plaintiff had surgery due to his broken tibia.

14 30. On or about August 30, 2024, Plaintiff had some questions and wanted to speak
15 with Chloe, but she stated she was unable to answer the questions at the time.

16 31. On or about September 5, 2024, Plaintiff received a phone call from Chloe
17 informing him he was going to be terminated on the following day. Chloe told Plaintiff that
18 due to the demands of the building CCS could not hold his position for so long a period of
19 time.

20 32. CCS wrongfully terminated Plaintiff without any interactive process and no
21 attempt to accommodate his disability.

22 33. At all times material hereto, Defendant CCS regularly employed five or more
23 persons and therefore are employers, as that term is defined in *Government Code* § 12926(d).

24 34. On October 11, 2024, Plaintiff filed an administrative complaint with the
25 Department of Fair Employment and Housing ("DFEH") alleging discrimination based on
26 physical disability by CCS, Gabriel and Chloe. On October 11, 2024, the DFEH issued to
27 Plaintiff a Right to Sue Notice as to CCS, Gabriel and Chloe.

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

FIRST CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order 5 – By Plaintiff Against Defendant CCS and Does 1 through 100)

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

37. *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...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order 5-2001 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).

38. Here, Plaintiff was not paid minimum wages that were due to him due to CCS's failure to afford proper meal/rest breaks.

39. *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.

40. *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 Plaintiff is not paid for all hours worked under

1 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
2 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
3 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
4 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
5 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
6 (N.D. Cal. 2016).

7 41. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
8 of compensation due and owing to him as a direct result of Defendant CCS's unlawful acts and
9 Labor Code violations in the amount of at least \$136,800, to be shown according to proof at
10 trial.

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

14 43. Therefore, pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, 1194 and
15 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages CCS owes
16 him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in the amount of
17 \$136,800.00.

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

20 **SECOND CAUSE OF ACTION**

21 **(Compensation for Required Rest Periods Not Provided - Cal. Lab. Code § 226.7 – By**
22 **Plaintiff Against Defendant CCS and Does 1 through 100)**

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

25 46. Labor Code § 226.7 and IWC Wage Order No. 5 provide that employers shall
26 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
27 per four hours of work, or major fraction thereof.

47. Labor Code § 226.7 and IWC Wage Order No. 5 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

48. CCS has intentionally and improperly denied uninterrupted rest periods to Plaintiff in violation of Labor Code § 226.7 and the IWC Wage Order No. 5.

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

50. At all times relevant hereto, CCS failed to provide rest periods as required by Labor Code § 226.7 and IWC Wage Order No.5.

51. By virtue of CCS's unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in the amount of \$131,669.28.

52. Defendant CCS further violated IWC Wage Order No. 5, and Cal. Lab. Code §226.7 by failing to pay Plaintiff one hour of pay at his regular rate of pay for each rest period not provided, and thus Plaintiff is owed compensation in an amount according to proof. This amount remains owed and unpaid.

THIRD CAUSE OF ACTION

**(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code §§ 226.7, 512 –
By Plaintiff Against Defendant CCS and Does 1 through 100)**

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

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

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

1 56. IWC Wage Order No. 5 provides, in relevant part: "No employer shall employ
2 any person for a work period of more than five (5) hours without a meal period of not less than
3 30-minutes, except that when a work period of not more than six (6) hours will complete the
4 day's work the meal period may be waived by mutual consent of the employer and the
5 employee."

6 57. IWC Wage Order No. 5 further provides, in relevant part: "Unless the employee
7 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
8 'on duty' meal period and counted as time worked."

9 58. Section 512(a) of the California Labor Code provides, in relevant part, that:
10 An employer may not employ an employee for a work period of more than five
11 hours per day without providing the employee with a meal period of not less
12 than 30-minutes, except that if the total work period per day of the employee is
13 no more than six hours, the meal period may be waived by mutual consent of
14 both the employer and employee. An employer may not employ an employee for
15 a work period of more than 10 hours per day without providing the employee
16 with a second meal period of not less than 30-minutes, except that if the total
17 hours worked is no more than 12 hours, the second meal period may be waived
18 by mutual consent of the employer and the employee only if the first meal
19 period was not waived.

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

26 60. CCS violated Labor Code § 512 and IWC Wage Order No. 5 by at times failing
27 to provide Plaintiff uninterrupted meal breaks.
28

1 61. CCS further violated IWC Wage Order No. 5 and Labor Code § 226.7 by failing
2 to pay one hour of compensation to Plaintiff at his individual and regular rate of pay for each
3 work day that the meal period was not provided, in the amount of \$136,800.00. This amount
4 remains owed and unpaid.

5 62. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
6 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
7 § 226.7(b).

8 63. As a direct and proximate result of CCS's unlawful conduct as alleged herein,
9 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost
10 interest, in an amount to be established at trial, and is entitled to recover economic and statutory
11 damages, attorneys' fees and penalties and other appropriate relief due to CCS's violations of
12 the California Labor Code and the applicable IWC Wage Orders.

13 **FOURTH CAUSE OF ACTION**

14 **(For Violation of Cal. Lab. Code §226 – By Plaintiff Against Defendant CCS and**
15 **Does 1 through 100)**

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

18 65. At all times relevant herein, Defendant CCS issued payroll statements to
19 Plaintiff which violated Cal. Lab. Code §226(a), in that Defendant CCS failed to properly and
20 accurately itemize the number of hours he worked at the effective regular rates of pay.

21 66. Defendant CCS knowingly and intentionally failed to comply with Cal. Lab.
22 Code §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
23 expended calculating his true hours worked, and the amount of employment taxes which were
24 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
25 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
26 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
27 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
28 costs.

1 67. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
2 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

3 **FIFTH CAUSE OF ACTION**

4 **(Failure to Pay All Wages Due on Termination - Cal. Lab. Code §203 - By Plaintiff**
5 **Against Defendant CCS and Does 1 through 100)**

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

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

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

14 71. Plaintiff was wrongfully terminated from Defendant CCS's employ and
15 Defendant CCS willfully failed to pay Plaintiff wages due to him.

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

18 73. By willfully failing to pay Plaintiff separate amounts owed for minimum wages
19 and meal/rest breaks not afforded, as set forth above, in a timely manner as required by Cal.
20 Lab. Code §§ 201 & 202, Defendant CCS is liable to him for penalties pursuant to Cal. Lab.
21 Code § 203, in an amount equal to 30 days of his per diem wage rate in an amount according to
22 proof. Plaintiff requests to recover those waiting time penalties under Labor Code §203.

23 **SIXTH CAUSE OF ACTION**

24 **(For Reimbursement of Business Expenses in violation of Cal. Lab. Code §2802 - By**
25 **Plaintiff Against Defendant CCS and Does 1 through 100)**

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

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

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

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

78. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover the full amount of her unreimbursed business expenses, reasonable attorneys' fees and costs of suit, in an amount according to proof at trial.

SEVENTH CAUSE OF ACTION

(Failure to Allow Inspection of Employment Records in violation of Cal. Lab. Code

§1198.5 - By Plaintiff Against Defendant CCS and Does 1 through 100)

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

80. 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 former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written

1 request to inspect the records. Upon a written request from a current or former
2 employee, or his or her representative, the employer shall also provide a copy of
3 the personnel records ... later than 30 calendar days from the date the employer
4 receives the request...

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

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

12 81. Additionally, pursuant to IWC Wage Order No. 5, at section 7 re: Records,
13 employers are required to keep accurate payroll records on each employee, and such records
14 must be made readily available for inspection by the employee upon reasonable request. The
15 employer must also maintain accurate production records.

16 82. On or about October 11, 2024, Plaintiff's counsel issued a written request to
17 CCS for copies of his personnel records.

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

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

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1 **EIGHTH CAUSE OF ACTION**

2 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
3 **§17200 et. seq. – By Plaintiff Against Defendant CCS and Does 1 through 100)**

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

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

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

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

19 89. Defendant CCS failed to pay minimum wages, allow Plaintiff to take
20 uninterrupted meal and rest breaks, to issue accurate wage statements, pay all wages on
21 termination and reimburse business expenses.

22 90. Through the conduct alleged herein, Defendant CCS acted contrary to these
23 public policies and have thus engaged in unlawful and/or unfair business practices in violation
24 of Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits,
25 and privileges guaranteed to employees under California law.

26 91. Defendant CCS regularly and routinely violated the following statutes and
27 regulations with respect to Plaintiff:
28

Labor Code § 1197 and IWC Wage Order No. 5 (failure to pay minimum wages);

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

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

Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 5 (failure to provide meal and rest periods);

Cal. Lab. Code § 2802 (failure to reimburse business expenses); and

Cal. Lab. Code § 1198.5 (failure to allow inspection of personnel records).

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

NINTH CAUSE OF ACTION

**(Physical Disability Discrimination in Violation of *Government Code* § 12940(a) –
By Plaintiff Against Defendant CCS and Does 1 through 100)**

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

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

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

96. Upon learning about Plaintiff's disability, and not wanting a disabled employee, on or about September 6, 2024, CCS terminated Plaintiff's employment in violation of California Government Code § 12940.

97. By terminating Plaintiff because of his physical disability, CCS violated Government Code § 12940(a).

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

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

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

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

TENTH CAUSE OF ACTION

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

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

103. Beginning in or about August 2024, Plaintiff was harassed by the actions, conduct and comments of Defendant CCS's employees, Gabriel and Chloe, which actions, conduct and comments combined to create and allow a pattern of discriminatory treatment

1 towards him due to his disability. Defendants' actions constituted a continuing violation of Cal.
2 Gov. Code § 12940, et seq.

3 104. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
4 claims of harassment and take appropriate remedial action.

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

9 106. All of the conduct by Defendants, and each of them, was done with the full
10 knowledge and ratification of the management employees of CCS, and was consistent with the
11 recognized policies and procedures of CCS, which tolerated and encouraged such
12 discriminatory conduct.

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

18 108. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
19 in this Complaint. As a direct and proximate result of the conduct of Defendants and each of
20 them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental
21 and physical pain and anguish, all to his damage in a sum according to proof.

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

26 110. All actions of Defendants, and each of them, were known, ratified and approved
27 by the officers or managing agents of CCS, and each of them. Therefore, Plaintiff is entitled to
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1 punitive or exemplary damages against the Defendants, and each of them, in an amount to be
2 determined at the time of trial.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Hostile Work Environment in Violation Govt. Code §12940 *et seq.*– By Plaintiff Against**
5 **Defendant CCS and Does 1 through 100)**

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

8 112. The offensive conduct to which Plaintiff was subjected constitutes a hostile
9 work environment in violation to FEHA, California Government Code §12940 *et seq.* During
10 his employment, Defendant CCS violated FEHA, California Government Code §12940 (j), by
11 discrimination against Plaintiff due to his physical disability.

12 113. Defendant CCS's harassment was hostile, abusive, continuous and pervasive to
13 create a hostile work environment for the Plaintiff.

14 114. Defendant CCS's harassment was unwelcome, humiliating, offensive and
15 adversely affected the terms of Plaintiff's employment.

16 115. Plaintiff was subjectively offended by Defendant CCS's conduct and any
17 reasonable person in Plaintiff's position would perceive Defendant CCS's conduct as being
18 offensive, hostile and abusive.

19 116. As a direct result of Defendant CCS's failure to take all reasonable steps
20 necessary to prevent discrimination and harassment, Plaintiff has suffered and will continue to
21 suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of
22 earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory
23 damages in amounts to be proven at trial.

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

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

1 **TWELFTH CAUSE OF ACTION**

2 **(Failure to Accommodate Physical Disability in Violation of *Government Code***

3 **§ 12940(m) – By Plaintiff Against Defendant CCS and Does 1 through 100)**

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

6 120. As alleged herein, in August 2024, Plaintiff requested that Defendant make a
7 reasonable accommodation for his physical disability so that he would be able to perform the
8 essential job requirements. Defendant refused said accommodation and refused to discuss any
9 other potential reasonable accommodation it might afford to Plaintiff, wrongfully terminating
10 Plaintiff instead in or about September 6, 2024.

11 121. By refusing to afford Plaintiff a reasonable accommodation, Defendant CCS
12 violated *Government Code* § 12940(m).

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

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

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

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

25 **THIRTEENTH CAUSE OF ACTION**

26 **(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code***

27 **§12940(n) – By Plaintiff Against Defendant CCS and Does 1 through 100)**

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

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

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

11 129. Plaintiff reported his disability to Defendant CCS, triggering Defendant CCS's
12 obligation to engage in a good faith interactive process with Plaintiff, but at all times herein,
13 Defendant failed and refused to do so.

14 130. Defendant CCS breached their statutory duty under FEHA to engage in a timely
15 good faith interactive process to determine a reasonable accommodation for Plaintiff's
16 physical disability. Plaintiff further alleges: (1) that CCS was the Plaintiff's employer; (2) that
17 Plaintiff was an employee of CCS; (3) that Plaintiff sustained an injury that required
18 reasonable accommodation and which injury was known to Defendant CCS; (4) that Plaintiff
19 requested that Defendant CCS make reasonable accommodation for his injury and/or physical
20 condition so that he would be able to perform the essential functions of his job requirements;
21 (5) that Plaintiff was willing to participate in the interactive process to determine whether
22 reasonable accommodation could be made so that he would be able to perform the essential
23 job requirements; (6) that Defendant CCS failed to participate in a timely good faith
24 interactive process with Plaintiff to determine whether reasonable accommodation could be
25 made; (7) that Plaintiff was harmed financially; and (8) that Defendant CCS's failure to
26 engage in a good faith interactive process was a substantial factor in causing Plaintiff's
27 damage and harm. Instead of engaging in a good faith interactive process, CCS, wrongfully
28 terminated Plaintiff on or about September 6, 2024.

131. The above acts of Defendant CCS constitute violations of FEHA, and were a proximate cause in Plaintiff's damages as stated below.

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

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

FOURTEENTH CAUSE OF ACTION

(Retaliation in Violation of *Government Code* §§12940 *et seq.* – By Plaintiff Against Defendant CCS and Does 1 through 100)

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

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

136. As a result of his disabilities, Plaintiff was denied the right to work in an environment free of discrimination, was denied accommodation for his work injuries and was wrongfully terminated by Defendant CCS.

137. Defendant CCS's retaliatory conduct toward Plaintiff caused him emotional injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. Defendant CCS's retaliatory conduct was a substantial factor and the proximate of Plaintiff's damages.

138. Plaintiff's disability was the reason Defendant CCS retaliated against him.

139. Plaintiff has suffered monetary damages, lost wages and privileges of employment illegally caused by Defendant CCS's discriminatory conduct in an amount according to proof.

140. Defendant CCS's conduct was the proximate cause of the Plaintiff's damages.

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

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

FIFTEENTH CAUSE OF ACTION

(Failure to Prevent Retaliation from Occurring in Violation of *Government Code*)

§12940(k) – By Plaintiff Against Defendant CCS and Does 1 through 100)

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

144. Defendant's conduct in subjecting Plaintiff to discriminatory conduct due to Plaintiff's disability constituted breach of their duty under FEHA, including the duty to take immediate and appropriate corrective action and to take all reasonable steps to prevent discrimination and retaliation from occurring pursuant to California Government Code Section 12940(k).

145. Defendant CCS failed to take measures to prevent discrimination and retaliation.

146. As a direct result of the Defendant CCS's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages in amounts to be proven at trial.

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

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

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SIXTEENTH CAUSE OF ACTION

(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 *et seq.*– By Plaintiff Against Defendant CCS and Does 1 through 100)

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

150. Plaintiff alleges that significant policies exist in the State of California that prohibit discrimination and wrongfully terminating an employee for being disabled. Among others, the right to be free from discrimination and retaliation are codified in the California and United States Constitutions and the provisions of Government Code §§12900 *et seq.*

151. Defendant CCS, acting through its employees and supervisors, intentionally created and knowingly permitted the discrimination based on disability.

152. Defendant CCS wrongfully terminated Plaintiff in violation of important and well-established public policies, including, but not limited to, policies against employment discrimination based upon disability.

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

154. Defendant CCS’s wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount to according to proof.

155. As a further proximate result of the unlawful acts of Defendant CCS, as alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional and physical distress that a reasonable person would suffer upon losing his job. As a result of such actions and consequent harm, Plaintiff has suffered such damages in an amount according to proof.

156. The above acts of Defendant CCS constituted a wrongful termination of Plaintiff and were in violation of public policy as described above. Such termination was a substantial factor in causing damage and injury to Plaintiff as set forth below.

157. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to and requesting a reasonable accommodation, were factors in Defendant CCS's conduct as alleged hereinabove.

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

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

PRAYER FOR RELIEF

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

1. For compensatory damages in the amount of unpaid minimum wages due to Plaintiff, in an amount of \$136,800.00;

2. For compensatory damages for lost wages and employment benefits, in the amount of \$136,800.00, according to proof;

3. For compensatory damages for physical injury and emotional distress, in an amount according to proof;

4. For an award of consequential damages, in an amount to be proven at trial;

5. For general damages in Plaintiff's favor and against Defendants, according to proof;

6. For compensation of one hour at the regular rate of pay for each rest period denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 5, according to proof;

7. For compensation of one hour at the regular rate of pay for each meal period denied in violation of *Cal. Lab. Code* §§ 226.7, 512 and IWC Wage Order No. 5, according to proof;

8. For compensatory damages in the amount of Plaintiff's out of pocket cell phone expenses and/or reimbursement of monies incurred while performing Defendant CCS's

business-related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c), in an amount according to proof;

9. For payment of unpaid wages in accordance with California labor and employment law, in the amount of \$136,800.00;

10. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;

11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8, according to proof;

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

13. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

14. For injunctive relief requiring Defendants to comply with Labor Code 1198.5(b)(1);

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

16. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2, to Plaintiff in an amount equal to the wages unlawfully unpaid and interest thereon;

17. For punitive and exemplary damages, in a sum to be determined at trial;

18. For attorneys' fees under *Government Code* § 12965(b), *Cal. Labor Code* §§ 218.5, 1194, 2802, 1198.5 and/or *California Code of Civil Procedure* § 1021.5, according to proof;

19. For prejudgment interest, according to proof;

20. For reasonable costs of suit, in an amount according to proof;

21. For such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

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Plaintiff Adrian Lopez hereby respectfully requests a trial by jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: October 11, 2024

By: Shana Villoria
Shana L. Villoria
Attorneys for Plaintiff
Adrian Lopez