

Assigned for All Purposes

Judge Randall J. Sherman

CX-105

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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JEFF SOUSA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

MIKE THOMPSON RECREATIONAL
VEHICLES; MIKE THOMPSON
RECREATIONAL VEHICLES, COLTON;
MIKE THOMPSON'S RECREATIONAL
VEHICLE, FOUNTAIN VALLEY, INC.;
MIKE THOMPSON RECREATIONAL
VEHICLES, SANTA FE SPRINGS; and
DOES 1 through 20, inclusive,

Defendants.

Case No. **30-2024-01449017-CU-OE-CXC**

COMPLAINT FOR:

1. Retaliation in Violation of Labor Code;
2. Retaliation in Violation of FEHA and CFRA;
3. Disability Discrimination;
4. Failure to Accommodate;
5. Failure to Engage in the Interactive Process;
6. Failure to Prevent Discrimination and Retaliation.
7. Denial of CFRA Leave;
8. Wrongful Termination in Violation of Public Policy;
9. Failure to Pay Minimum Wages;
10. Failure to Pay Overtime Wages;
11. Failure to Provide Meal Periods;
12. Failure to Permit Rest Breaks;
13. Unlawful Deductions;
14. Failure to Reimburse Business Expenses;
15. Failure to Provide Accurate Itemized Wage Statements;
16. Failure to Pay All Wages Due Upon Separation of Employment;
17. Violation of Business and Professions Code §§ 17200, *et seq.*;
18. Enforcement of Labor Code § 2698 *et seq.* ("PAGA").

1 Plaintiff Jeff Sousa, on behalf of himself, alleges as follows:

2 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

3 1. Plaintiff Jeff Sousa (“Plaintiff”) brings this action against defendants Mike
4 Thompson Recreational Vehicles; Mike Thompson Recreational Vehicles, Colton; Mike
5 Thompson's Recreational Vehicle, Fountain Valley, Inc.; Mike Thompson Recreational Vehicles,
6 Santa Fe Springs; and DOES 1 through 20, inclusive (collectively, “Defendants”), on Plaintiff’s
7 own behalf, and as a representative action pursuant to the Private Attorneys General Act of 2004,
8 Cal. Lab. Code. § 2698 et seq. for violations committed against employees of any of Defendants
9 who were classified as non-exempt employees, misclassified as exempt inside sales or
10 commissioned sales employees, or paid in whole or part on a commission basis.

11 2. Defendants provide services or goods throughout California.

12 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
13 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
14 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
15 competition.

16 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
17 increased their profits by violating state wage and hour laws by, among other things:

- 18 (a) misclassifying employees as exempt under the inside sales or
19 commissioned sales exemption;
- 20 (b) failing to pay all wages (including minimum wages and overtime wages);
- 21 (c) failing to pay wages for non-productive time;
- 22 (d) failing to provide lawful meal periods or compensation in lieu thereof;
- 23 (e) failing to authorize or permit lawful rest breaks or provide compensation
24 in lieu thereof;
- 25 (f) making improper deductions from employees’ earned wages;
- 26 (g) failing to reimburse necessary business-related costs;
- 27 (h) failing to provide accurate itemized wage statements;
- 28 (i) failing to pay wages timely during employment; and

1 (j) failing to pay all wages due upon separation of employment.

2 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff to
3 recover, among other things, unpaid wages, un-reimbursed business expenses, benefits, interest,
4 attorneys' fees, costs and expenses, and penalties and as a private attorney general to recover
5 civil penalties, all pursuant to Labor Code §§ 201, 202, 203, 204, 210, 221, 223, 224, 225.5, 226,
6 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
7 1198, 2800, 2802 2698, *et. seq.*, and Code of California Civil Procedure § 1021.5.

8 **JURISDICTION AND VENUE**

9 6. The monetary damages and restitution sought by Plaintiff exceed the minimal
10 jurisdictional limits of the Superior Court and will be established according to proof at trial.

11 7. This Court has jurisdiction over this action pursuant to the California
12 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
13 except those given by statutes to other courts. The statutes under which this action is brought do
14 not specify any other basis for jurisdiction.

15 8. This Court has jurisdiction over all Defendants because, upon information and
16 belief, they are citizens of California, have sufficient minimum contacts in California, or
17 otherwise intentionally avail themselves of the California market so as to render the exercise of
18 jurisdiction over them by the California courts consistent with traditional notions of fair play and
19 substantial justice.

20 9. Venue is proper in this Court because, upon information and belief, Defendants
21 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
22 took place in this county.

23 **THE PARTIES**

24 10. Plaintiff is a resident of California and worked for Defendants during the relevant
25 time periods as alleged herein.

26 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
27 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
28

1 employers, whose employees were and are engaged throughout this county and the State of
2 California.

3 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
4 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
5 Complaint and serve such fictitiously named defendants once their names and capacities become
6 known.

7 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
8 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
9 all relevant times.

10 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
11 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
12 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
13 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
14 employer and/or joint employer of Plaintiff.

15 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
16 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
17 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
18 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
19 official policy of Defendants.

20 16. At all relevant times, Defendants, and each of them, acted within the scope of
21 such agency or employment, or ratified each and every act or omission complained of herein. At
22 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
23 each and all the other Defendants in proximately causing the damages herein alleged.

24 17. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 18. This Court has jurisdiction over all Defendants because, upon information and
28 belief, they are citizens of California, have sufficient minimum contacts in California, or

1 otherwise intentionally avail themselves of the California market so as to render the exercise of
2 jurisdiction over them by the California courts consistent with traditional notions of fair play and
3 substantial justice.

4 19. Venue is proper in this Court because, upon information and belief, Defendants
5 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
6 took place in this county.

7 **GENERAL ALLEGATIONS**

8 20. Defendants employed Plaintiff as a Trailer Manager from approximately
9 September 2018 until his wrongful termination on January 13, 2024.

10 21. In or about late-2023, Plaintiff complained to Defendants about toxic mold at the
11 workplace and how it had been affecting Plaintiff's and other employees' health. He advised
12 Defendants that not only were they having to keep the doors of the workplace open, he and other
13 were experiencing negative symptoms such as running eyes/noses, and headaches.

14 22. On or about January 3, 2024, Plaintiff asked Defendants for an update on their
15 plan to remedy the toxic mold situation at the workplace and asked that Defendants purchase air
16 purifiers.

17 23. Instead of remedying Plaintiff's health and safety complaints, Defendants
18 retaliated against Plaintiff.

19 24. On January 9, 2024, Defendants suspended Plaintiff for three days for a unit that
20 he sold more than three years prior. Defendants informed Plaintiff that he was to return to work
21 on January 13, 2024.

22 25. The following day, January 10, 2024, Plaintiff's healthcare provider placed
23 Plaintiff off work through March 10, 2024. Plaintiff provided Defendants with a note from his
24 healthcare provider on January 13, 2024. Shortly after providing his healthcare provider's note to
25 Defendants, Plaintiff was informed that he was being terminated.

26 26. In addition to the retaliation and wrongful termination, throughout Plaintiff's
27 employment with Defendants, Plaintiff experienced numerous violations of the Labor Code.
28

1 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
3 were knowledgeable about California's wage and hour laws, employment and personnel
4 practices, and the requirements of California law.

5 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and aggrieved employees were entitled to receive wages for all
7 time worked (including minimum wages, non-productive time pay, piece rate pay, and overtime
8 wages) and that they were not receiving all wages earned for work that was required to be
9 performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and aggrieved
10 employees were not paid all wages (including minimum wages, non-productive time pay, piece
11 rate pay, and overtime wages) for all hours worked at the correct rate and within the correct time,
12 were misclassified as exempt from overtime under the inside sales or commissioned sales
13 exemption, and were not properly paid for non-productive time.

14 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and aggrieved employees were entitled to receive all required
16 meal periods or payment of one (1) additional hour of pay at Plaintiff's regular rate of pay when
17 he did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC
18 Wage Orders, Plaintiff and aggrieved employees did not receive all meal periods or payment of
19 one (1) additional hour of pay at their regular rate of pay when he did not receive a timely,
20 uninterrupted meal period.

21 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and aggrieved employees were entitled to receive all rest breaks
23 or payment of one (1) additional hour of pay at their regular rate of pay when a rest break was
24 late, missed, or interrupted. In violation of the Labor Code and IWC Wage Orders, Plaintiff and
25 aggrieved employees did not receive all rest breaks or payment of one (1) additional hour of pay
26 at their regular rate of pay when a rest break was missed, late, or interrupted.

27 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and aggrieved employees were entitled to all earned wages

1 without unlawful deductions and all promised wages. In violation of the California Labor Code,
2 Defendants made unlawful deductions from Plaintiff's and aggrieved employees' wages and
3 failed to pay certain promised wages.

4 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and aggrieved employees were entitled to reimbursement and/or
6 indemnification for all necessary business expenditures or losses as a direct consequence of the
7 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the
8 Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees incurred necessary
9 business expenses or losses, but was not reimbursed nor indemnified of such expenses or losses
10 that were incurred as a direct consequence of the discharge of their duties, or of their obedience
11 to the directions of Defendants.

12 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and aggrieved employees were entitled to receive itemized
14 wage statements that accurately showed the following information pursuant to the Labor Code:
15 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
16 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
17 deductions, provided that all deductions made on written orders of the employee may be
18 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
19 which the employee is paid; (7) the name of the employee and only the last four digits of his or
20 her social security number or an employee identification number other than a social security
21 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at
23 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and aggrieved
24 employees were not provided with accurate itemized wage statements.

25 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
27 wages due upon separation of employment. In violation of the Labor Code, Plaintiff and
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1 aggrieved employees did not receive payment of all wages within the permissible time periods
2 following their termination.

3 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
5 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
6 intentionally failed to do so in order to increase Defendants' profits.

7 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
8 against Defendants on Plaintiff's own behalf and as a representative action under PAGA to
9 recover, among other things, unpaid wages (including minimum wages and overtime wages),
10 unpaid meal period premium payments, unpaid rest period premium payments, unreimbursed
11 business expenditures, interest, attorneys' fees, penalties, costs, and expenses.

12 37. Plaintiff timely filed a Charge of Discrimination with the California Civil Rights
13 Department (formerly the Department of Fair Employment and Housing), and obtained an
14 immediate Right to Sue Notice authorizing this action.

15 **FIRST CAUSE OF ACTION**

16 **RETALIATION IN VIOLATION OF THE LABOR CODE**

17 38. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
18 as though fully set forth herein.

19 39. California Labor Code § 6310 prohibits employers from discharging,
20 constructively discharging, retaliating or in any manner discriminating against any employee for
21 making any oral or written health and/or safety complaint, or complaint regarding working
22 conditions to a government agency. Section 6310 also prohibits an employer from retaliating
23 against employees whom they suspect will file a complaint related to workplace safety.

24 40. Additionally, at all times relevant herein, Labor Code Section 1102.5 was in full
25 force and effect and was binding upon Defendants. California Labor Code §1102.5 protects
26 employees for "whistle blowing." This includes reporting suspected violations of state or federal
27 law to a person with authority over the employee and/or for refusing to participate in activities
28 that the employee reasonably believes violates federal or state law.

41. During the course of his employment, Plaintiff lodged various bona fide complaints regarding the unsafe working conditions that he was forced to endure at the workplace in accordance with Sections 1102.5 and 6310. More specifically, Plaintiff was exposed to toxic mold and had been experiencing negative health effects which he believed were attributed to the exposure to the toxic mold along with his coworkers.

42. Instead of remedy Plaintiff's health and safety complaints, Defendants retaliated against Plaintiff suspending his employment and ultimately wrongfully terminating him.

43. By the aforesaid acts and conduct of Defendants, Plaintiff has been directly and legally caused to suffer actual damages, including but not limited to, loss of earnings and future earnings capacity, attorneys' fees, and other pecuniary loss not presently ascertained, all to his damages in a sum according to proof at trial.

44. As a direct and legal result of the acts and omissions of Defendants, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damages in a sum according to proof at trial.

45. Plaintiff is informed and believes and therein alleges that the aforesaid acts directed toward him were carried out with a conscious disregard of his right to be free from such illegal behavior, such as to constitute oppression, fraud, or malice pursuant to California Civil Code Section 3294 entitling Plaintiff to punitive damages in an amount appropriate to punish and set an example of Defendants jointly and severally.

46. As a result of the actions of Defendants, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of suit as specifically provided in California Code of Civil Procedure § 1021.5, and any other relevant provision of California law.

SECOND CAUSE OF ACTION

RETALIATION IN VIOLATION OF THE FEHA AND CFRA

47. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

48. At all times relevant herein, Government Code § 12940(h) was in full force and effect, and was binding upon Defendants. Said section requires the Defendants to refrain from

1 retaliating against any employee for opposing unlawful employment practices prohibited by the
2 FEHA or engaging in protected conduct.

3 49. Further, at all times relevant herein, Government Code § 12945.1 *et seq.* was in
4 full force and effect, and was binding upon Defendants.

5 50. As set forth fully above, Plaintiff was disabled during his employment with
6 Defendants and engaged in protected activity, including but not limited to, seeking reasonable
7 accommodations for his disability, requesting/taking a medical leave of absence and attempting
8 to engage in a timely good-faith interactive process. Plaintiff opposed Defendants' failure to
9 engage in the interactive process and denial of his requested accommodation for his disabilities.

10 51. Plaintiff had more than 12 months of service with Defendants, and had at least
11 1,250 hours of service with the employer during the previous 12-month period. Plaintiff was
12 therefore eligible for family/medical leave.

13 52. Plaintiff notified Defendants of his disability and/or need for leave. Plaintiff
14 provided Defendants with reasonable notice of his need to take leave including the nature of such
15 leave.

16 53. As a result of Plaintiff's disabling medical conditions, exercise of his right to seek
17 reasonable accommodation for his disability, including request for and/or need for family
18 care/medical leave, attempts to engage in a timely good-faith interactive process to determine
19 reasonable accommodation, and opposition to Defendants' refusal to engage in the interactive
20 process, Defendants retaliated against Plaintiff by subjecting him to adverse employment actions,
21 including but not limited to, terminating Plaintiff's employment.

22 54. As a direct and proximate result of the wrongful conduct of Defendants, and each
23 of them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
24 employment benefits in an amount according to proof at the time of trial.

25 55. As a further direct and proximate result of the wrongful conduct of Defendants,
26 and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and
27 anguish, all to Plaintiff's damage in an amount according to proof at the time of trial.

1 56. In doing the acts herein alleged, Defendants, and each of them, acted with
2 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
3 therefore entitled to punitive damages according to proof at the time of trial.

4 57. Plaintiff has also incurred and continues to incur attorney's fees and legal
5 expenses in an amount according to proof at the time of trial.

6 **THIRD CAUSE OF ACTION**

7 **DISABILITY DISCRIMINATION**

8 58. Plaintiff hereby incorporates by reference the allegations in the above paragraphs
9 as though fully set forth herein.

10 59. At all times relevant herein, Government Code § 12940(a) was in full force and
11 effect, and was binding upon Defendants. Said section makes it unlawful for an employer to
12 discriminate against an employee on the basis of the employee's disability, and/or perceived
13 disability.

14 60. As more fully set forth above, Plaintiff was disabled while employed by
15 Defendants. Plaintiff's disabilities limited his ability to perform major life activities, including,
16 but not limited to his ability to work. Defendants knew and/or treated Plaintiff as if he had a
17 disability that limited his ability to perform major life activities as set forth in this Complaint.

18 61. At all times mentioned herein, Plaintiff was willing and able to perform the
19 essential job duties of his position or other available positions if reasonable accommodation had
20 been made by Defendants. Plaintiff is informed and believes that at no time would the
21 performance of the functions of the employment position(s), with a reasonable accommodation
22 for Plaintiff's disability, have been a danger to Plaintiff's or any other person's health or safety,
23 nor would it have created an undue hardship to the operation of Defendants' business.

24 62. As set forth more fully above, Defendants discriminated against and took adverse
25 employment actions against Plaintiff due to his actual or perceived disability and/or medical
26 condition including but not limited to failing to accommodate his disability, failing to timely
27 interact in good faith regarding accommodations for his disability, and ultimately terminating his
28 employment.

63. Plaintiff is informed and believes and thereon alleges that his actual or perceived disability was a motivating factor in Defendants' decision to terminate Plaintiff's employment, and other discrimination against him, in violation of FEHA.

64. As a direct and proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff has suffered and continues to suffer substantial losses in earnings and other employment benefits in an amount according to proof at the time of trial.

65. As a further direct and proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff has suffered humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in an amount according to proof at the time of trial.

66. In doing the acts herein alleged, Defendants, and each of them, acted with oppression, fraud, malice, and in conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages in an amount according to proof at the time of trial.

67. Plaintiff has also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial.

FOURTH CAUSE OF ACTION

FAILURE TO ACCOMMODATE

68. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

69. At all times relevant herein, Government Code § 12940(m) was in full force and effect, and was binding upon Defendants. Said section provides that it is unlawful for an employer to fail to make reasonable accommodations for the known disability of an employee.

70. As more fully set forth above, Plaintiff was disabled while employed by Defendants. Plaintiff's disabilities limited his ability to perform major life activities, including but not limited to his ability to work. Defendants knew and/or treated Plaintiff as if he had a disability that limited his ability to perform major life activities as set forth in this Complaint.

71. At all times mentioned herein, Plaintiff was willing and able to perform the essential job duties of his position or other available positions if such reasonable accommodation had been made by Defendants. At no time would the performance of the functions of the

1 employment position(s), with a reasonable accommodation for Plaintiff's disability, have been a
2 danger to Plaintiff's or any other person's health or safety, nor would it have created an undue
3 hardship to the operation of Defendants' business.

4 72. As set forth more fully above, Plaintiff requested accommodations for his
5 disability and Defendants failed to reasonably accommodate his disability. Instead, Defendants
6 ultimately terminated his employment.

7 73. As a direct and proximate result of the wrongful conduct of Defendants, and each
8 of them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
9 employment benefits in an amount according to proof at the time of trial.

10 74. As a further direct and proximate result of the wrongful conduct of Defendants,
11 and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and
12 anguish, all to Plaintiff's damage in an amount according to proof at the time of trial.

13 75. In doing the acts herein alleged, Defendants, and each of them, acted willfully
14 with oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights and Plaintiff is
15 therefore entitled to punitive damages in an amount to be determined at trial according to proof.

16 76. Plaintiff has also incurred and continues to incur attorney's fees and legal
17 expenses in an amount according to proof at the time of trial.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

20 77. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
21 as though fully set forth herein.

22 78. At all times relevant herein, Government Code § 12940(n) was in full force and
23 effect, and was binding upon Defendants. Said section provides that it is unlawful for an
24 employer to fail to engage in a timely, good faith, interactive process with an employee to
25 determine effective reasonable accommodations in response to a request by the employee for
26 reasonable accommodation by the employer for a known disability.

27 79. As more fully set forth above, Plaintiff was disabled while employed by
28 Defendants. Plaintiff's disabilities limited his ability to perform major life activities, including

1 but not limited to his ability to work. Defendants knew and/or treated Plaintiff as if he had a
2 disability that limited his ability to perform major life activities as set forth in this Complaint.

3 80. Plaintiff requested that Defendants make reasonable accommodation(s) for his
4 disabilities, including but not limited to requesting medical leave.

5 81. At all times material to this Complaint, Plaintiff was willing to participate in an
6 interactive process to determine whether reasonable accommodation could be made.

7 82. As set forth more fully above, Defendants failed to engage in a timely, good faith,
8 interactive process to determine effective reasonable accommodations for Plaintiff's disabilities,
9 if any.

10 83. As a direct and proximate result of the wrongful conduct of Defendants, and each
11 of them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
12 employment benefits in an amount according to proof at the time of trial.

13 84. As a further direct and proximate result of the wrongful conduct of Defendants,
14 and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and
15 anguish, all to Plaintiff's damage in an amount according to proof at the time of trial.

16 85. In doing the acts herein alleged, Defendants, and each of them, acted willfully
17 with oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights and Plaintiff is
18 therefore entitled to punitive damages in an amount to be determined at trial according to proof.

19 86. Plaintiff has also incurred and continues to incur attorney's fees and legal
20 expenses in an amount according to proof at the time of trial.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION**

23 87. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
24 as though fully set forth herein.

25 88. Plaintiff was subjected to discrimination and retaliation because he suffered from
26 an actual or perceived disability, engaged in protected activity by, among other things, seeking
27 reasonable accommodation(s), attempted to engage in a timely good-faith interactive process to
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1 determine whether reasonable accommodation was possible, and requested and required medical
2 leave.

3 89. Defendants failed to take reasonable steps to prevent the discrimination and
4 retaliation. Such conduct is in violation of California Government Code § 12900 et seq. and has
5 resulted in damage and injury to Plaintiff as alleged herein.

6 90. As a direct and proximate result of the wrongful conduct of Defendants, and each
7 of them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
8 employment benefits in an amount according to proof at the time of trial.

9 91. As a further direct and proximate result of the wrongful conduct of Defendants,
10 and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and
11 anguish, all to Plaintiff's damage in an amount according to proof at the time of trial.

12 92. In doing the acts herein alleged, Defendants, and each of them, acted with
13 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
14 therefore entitled to punitive damages according to proof at the time of trial.

15 93. Plaintiff has also incurred and continues to incur attorney's fees and legal
16 expenses in an amount according to proof at the time of trial.

17 SEVENTH CAUSE OF ACTION

18 DENIAL OF CFRA LEAVE

19 94. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
20 as though fully set forth herein.

21 95. At all times herein mentioned, Government Code §§ 12945.1 and 12945.2
22 (collectively "the CFRA") were in full force and effect, and were binding upon Defendants.
23 Pursuant to the CFRA, it is an unlawful employment practice for any employer to refuse to grant
24 an eligible employee CFRA leave.

25 96. Plaintiff had more than 12 months of service with Defendants, and had at least
26 1,250 hours of service with the employer during the previous 12-month period. Plaintiff was
27 therefore eligible for family/medical leave. By January 13, 2024, Plaintiff was eligible for CFRA
28 leave and had not exhausted his total entitlement to CFRA leave.

97. Instead of allowing Plaintiff to take a CFRA leave, informing Plaintiff of his entitlement to CFRA leave, Defendants terminated his employment.

98. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at the time of trial.

99. As a further direct and proximate result of the wrongful conduct of Defendants, Plaintiff has suffered humiliation, emotional distress, mental and physical pain and anguish, all to his damage in an amount according to proof at the time of trial.

100. In doing the acts herein alleged, Defendants acted willfully with oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages in an amount to be determined at trial according to proof.

101. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses in an amount according to proof at the time of trial

EIGHTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

102. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

103. The discharge of Plaintiff by Defendants violates fundamental principles of public policy in that there is a substantial and fundamental policy against terminating employees for unlawful purposes, including on account of an employee's disability, an employee's request for reasonable accommodations for a disability, an employee's exercise of right to seek medical leave, and for exercising rights under the Constitution and laws of the State of California.

104. On or about January 13, 2024, Defendants wrongfully terminated Plaintiff's employment. Plaintiff is informed and believes that his employment was terminated because of his request(s) for accommodation due to his disability, his bona fide complaints about unsafe working conditions, his attempts to engage in a timely good faith interactive process with Defendants, and the exercise of his right to seek medical leave as a form of accommodation.

1 105. As a direct and proximate result of the wrongful conduct of Defendants, and each
2 of them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
3 employment benefits in an amount according to proof at the time of trial.

4 106. As a further direct and proximate result of the wrongful conduct of Defendants,
5 and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and
6 anguish, all to Plaintiff's damage in an amount according to proof at the time of trial.

7 107. In doing the acts herein alleged, Defendants, and each of them, acted with
8 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
9 therefore entitled to punitive damages according to proof at the time of trial.

10 108. Plaintiff has also incurred and continues to incur attorney's fees and legal
11 expenses in an amount according to proof at the time of trial.

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 (Violation of Labor Code §§ 226.2, 1194, 1194.2, 1197; Violation of IWC Wage Order §3-4)

15 109. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein.

17 110. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
18 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
19 wage than the minimum so fixed is unlawful.

20 111. Labor Code §§ 226.2 provides employees must be paid for non-productive time.

21 112. Plaintiff was an employee entitled to the protections of Labor Code §§ 226.2,
22 1194, and 1197.

23 113. During the relevant time period, Defendants failed to pay Plaintiff all wages owed
24 when Defendants did not pay minimum wage for all hours worked.

25 114. During the relevant time period, Defendants failed to pay at least minimum wage
26 to Plaintiff for all hours worked pursuant to Labor Code §§ 226.2, 1194, and 1197.

27 115. Defendants' failure to pay Plaintiff the required minimum wage violates Labor
28 Code §§ 226.2, 1194, and 1197. Pursuant to these sections, Plaintiff is entitled to recover the

1 unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys'
2 fees.

3 116. Pursuant to Labor Code § 1194.2, Plaintiff is entitled to recover liquidated
4 damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

5 **TENTH CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME**

7 (Violation of Labor Code §§ 226.2, 510, 1194, and 1198; Violation of IWC Wage Order § 3)

8 117. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
9 though fully set forth herein.

10 118. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
11 unlawful to employ persons without compensating them at a rate of pay either one and one-half
12 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
13 worked by the person on a daily or weekly basis.

14 119. Labor Code §§ 226.2 provides employees must be paid for non-productive time at
15 the correct rate of pay.

16 120. Specifically, the applicable IWC Wage Orders provide that Defendants are and
17 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
18 and one-half times (1½) their regular rate of pay when working and for all hours worked in
19 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
20 eight (8) hours of work on the seventh day of work in a workweek.

21 121. The applicable IWC Wage Orders further provide that Defendants are and were
22 required to pay overtime compensation to Plaintiff at a rate of two times their regular rate of pay
23 when working and for all hours worked in excess of twelve (12) hours in a day or in excess of
24 eight (8) hours on the seventh day of work in a workweek.

25 122. California Labor Code § 510 codifies the right to overtime compensation at one
26 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
27 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
28 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours

1 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
2 seventh day of work in a workweek.

3 123. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
4 of more than six days in a workweek is only permissible if the employer pays proper overtime
5 compensation as set forth herein.

6 124. Plaintiff was an employee entitled to the protections of California Labor Code
7 §§ 226.2, 510, and 1194.

8 125. During the relevant time period, Defendants required Plaintiff to work in excess
9 of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive day of
10 work, entitling them to overtime wages.

11 126. During the relevant time period, Defendants failed to pay Plaintiff overtime wages
12 for all overtime hours worked. To the extent these hours qualify for the payment of overtime
13 wages, Plaintiff was not paid proper overtime wages.

14 127. In violation of California law, Defendants knowingly and willfully refused to
15 perform their obligations and compensate Plaintiff for all wages earned and all hours worked.

16 128. In violation of California law, Defendants knowingly and willfully refused to
17 perform their obligations and compensate Plaintiff for all wages earned and all hours worked and
18 failed to pay for non-productive time at the correct rate of pay.

19 129. Defendants' failure to pay Plaintiff the unpaid balance of overtime compensation,
20 as required by California law, violates the provisions of Labor Code §§ 226.2, 510 and 1198, and
21 is therefore unlawful.

22 130. Pursuant to Labor Code § 1194, Plaintiff is entitled to recover his unpaid overtime
23 and double time compensation as well as interest, costs, and attorneys' fees.

24 **ELEVENTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL PERIODS**

26 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

27 131. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

1 132. Labor Code § 226.7 provides that no employer shall require an employee to work
2 during any meal period mandated by the IWC Wage Orders.

3 133. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall
4 employ any person for a work period of more than five (5) hours without a meal period of not
5 less than 30 minutes, except that when a work period of not more than six (6) hours will
6 complete the day’s work the meal period may be waived by mutual consent of the employer and
7 the employee.”

8 134. Labor Code § 512(a) provides that an employer may not require, cause, or permit
9 an employee to work for a period of more than five (5) hours in a day without providing the
10 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
11 the total work period per day of the employee is not more than six (6) hours, the meal period may
12 be waived by mutual consent of both the employer and the employee.

13 135. Labor Code § 512(a) also provides that an employer may not employ an employee
14 for a work period of more than ten (10) hours per day without providing the employee with a
15 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
16 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
17 employer and the employee only if the first meal period was not waived.

18 136. During the relevant time period, Plaintiff worked more than five (5) or ten (10)
19 hours and did not receive all compliant meal periods because their meal periods were missed,
20 late, short, interrupted, and/or they were not permitted to take a second meal period.

21 137. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
22 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
23 compensation for each work day that a compliant meal period is not provided.

24 138. At all relevant times, Defendants failed to pay Plaintiff meal period premiums for
25 missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section 11 of the
26 applicable IWC Wage Order.

27 ///

28 ///

1 139. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for
2 each day a compliant meal period was not provided, Plaintiff suffered and continues to suffer a
3 loss of wages and compensation.

4 **TWELFTH CAUSE OF ACTION**

5 **FAILURE TO PERMIT REST BREAKS**

6 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

7 140. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 141. Labor Code § 226.7(a) provides that no employer shall require an employee to
10 work during any rest period mandated by the IWC Wage Orders.

11 142. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
12 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
13 the middle of each work period[.]" and the "[a]uthorized rest period time shall be based on the
14 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
15 fraction thereof[.]" unless the total daily work time is less than three and one-half (3½) hours.

16 143. During the relevant time period, Plaintiff did not receive all ten (10) minute rest
17 periods for every four (4) hours or major fraction thereof worked, including working in excess of
18 ten (10) hours, because they were required to work through their rest periods and/or were not
19 authorized to take their rest periods.

20 144. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
21 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
22 compensation for each work day that a compliant rest period is not provided.

23 145. At all relevant times, Defendants failed to pay Plaintiff rest period premiums for
24 missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of
25 the applicable IWC Wage Order.

26 146. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for
27 each day a compliant rest period was not provided, Plaintiff suffered and continues to suffer a
28 loss of wages and compensation.

1 **THIRTEENTH CAUSE OF ACTION**

2 **UNLAWFUL DEDUCTIONS FROM EARNED WAGES**

3 (Violation of Labor Code § 221, 223, 224; Violation of IWC Wage Order)

4 147. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 148. Labor Code § 221 provides that employers may not collect or receive from an
7 employee any part of wages theretofore paid by said employer to said employee.

8 149. Labor Code § 223 provides that employers may not pay less than promised wages
9 to employees.

10 150. During the relevant time period, Defendants had a policy and practice of making
11 unlawful deductions from earned wages of Plaintiff and failing to pay promised wages.

12 151. As a result of Defendants' failure to refrain from making improper deductions
13 from earned wages and their failure to pay all promised wages, Plaintiff suffered and continues
14 to suffer a loss of wages and compensation, the exact amount of damages and/or penalties is all
15 in an amount to be shown according to proof at trial.

16 **FOURTEENTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

18 (Violation of Labor Code §§ 2800, 2802)

19 152. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 153. Labor Code § 2800 states that "[a]n employer shall in all cases indemnify his
22 employee for losses caused by the employer's want of ordinary care."

23 154. Labor Code § 2802(a) states that "[a]n employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
26 the employer"

27 155. Labor Code § 2802(b) states that "[a]ll awards made by a court . . . for
28 reimbursement of necessary expenditures under this section shall carry interest at the same rate

1 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
2 the necessary expenditure or loss.”

3 156. Labor Code § 2802(c) states that “[f]or purposes of this section, the term
4 “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
5 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

6 157. During the relevant time period, Plaintiff incurred necessary business-related
7 costs that were not fully reimbursed by Defendants.

8 158. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or
9 indemnify Plaintiff for his expenses due to Defendants’ knowing and intentional failure to
10 reimburse necessary business expenditures in connection with Plaintiff’s work and job duties.

11 159. As a direct result, Plaintiff has suffered and continues to suffer losses, and
12 therefore seeks complete reimbursement and indemnification of necessary business expenditures
13 or losses, interest thereon at the required rate, and all reasonable costs in enforcing the rights
14 under Labor Code § 2802, including, but not limited to attorneys’ fees.

15 **FIFTEENTH CAUSE OF ACTION**

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

17 (Violation of Labor Code § 226; Violation of IWC Wage Order)

18 160. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
19 though fully set forth herein.

20 161. Labor Code § 226(a) requires Defendants to provide each employee with an
21 accurate wage statement in writing showing nine pieces of information, including, the following:
22 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
23 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the employee may be
25 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
26 which the employee is paid, (7) the name of the employee and the last four digits of his or her
27 social security number or an employee identification number other than a social security number,
28 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly

1 rates in effect during the pay period and the corresponding number of hours worked at each
2 hourly rate by the employee.

3 162. During the relevant time period, Defendants have knowingly and intentionally
4 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff.
5 The deficiencies include, among other things, the failure to correctly state the gross and net
6 wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours
7 worked at each hourly rate by Plaintiff.

8 163. As a result of Defendants' knowing and intentional failure to comply with Labor
9 Code § 226(a), Plaintiff has suffered injury and damage to his statutorily-protected
10 rights. Specifically, Plaintiff is deemed to suffer an injury pursuant to Labor Code § 226(e)
11 where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiff was denied both
12 his legal right to receive, and his protected interest in receiving, accurate itemized wage
13 statements under Labor Code § 226(a). In addition, because Defendants failed to provide the
14 accurate rates of pay on wage statements, Defendants prevented Plaintiff from determining if all
15 hours worked were paid at the appropriate rate and the extent of the underpayment. Plaintiff had
16 to file this lawsuit in order to analyze the extent of the underpayment, thereby causing Plaintiff to
17 incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur
18 these costs had Defendants provided the accurate hours worked, wages earned, and rates of pay.
19 This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from
20 Defendants.

21 164. Plaintiff is entitled to recover from Defendants the greater of all actual damages
22 caused by Defendants' failure to comply with Labor Code § 226(a) or fifty dollars (\$50.00) for
23 the initial pay period in which a violation occurred and one hundred dollars (\$100.00) per
24 employee for each violation in subsequent pay periods in an amount not exceeding four thousand
25 dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

26 165. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff from
27 knowing, understanding, and disputing the wages paid to them and resulted in an unjustified
28 economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure

1 to comply with California Labor Code § 226(a), Plaintiff has suffered an injury, in the exact
2 amount of damages and/or penalties to be shown according to proof at trial.

3 **SIXTEENTH CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

5 (Violation of Labor Code §§ 201, 202, and 203)

6 166. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 167. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
9 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
10 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
11 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
12 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
13 his or her wages at the time of quitting.

14 168. During the relevant time period, Defendants willfully failed to pay Plaintiff his
15 earned wages upon termination.

16 169. Defendants' failure to pay Plaintiff all his earned wages at the time of discharge is
17 in violation of Labor Code §§ 201 and 202.

18 170. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
19 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
20 the wages of the employee shall continue as a penalty from the due date at the same rate until
21 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
22 days.

23 171. Pursuant to Labor Code § 203, Plaintiff is entitled to recover from Defendants the
24 statutory penalty, which is defined as Plaintiff's regular daily wages at his regular hourly rate of
25 pay for each day he was not paid, up to a maximum of thirty (30) days.

26 **SEVENTEENTH CAUSE OF ACTION**

27 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

28 (Violation of Business and Professions Code §§ 17200, *et seq.*)

1 172. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
2 though fully set forth herein.

3 173. California Business and Professions Code §§ 17200, et seq., prohibits acts of
4 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .
5 . .”

6 174. A violation of California Business and Professions Code §§ 17200, et seq., may
7 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies
8 and practices violated state law, causing Plaintiff to suffer and continue to suffer injuries-in-fact.

9 175. Defendants’ policies and practices violated state law in at least the following
10 respects:

- 11 (a) Failing to pay all wages earned (including minimum wage, non-productive
12 time, and overtime wages) to Plaintiff at the proper rate and in a timely
13 manner in violation of Labor Code §§ 204, 226.2, 510, 1194, 1194.2,
14 1197, 1198.
- 15 (b) Failing to provide compliant meal periods without paying Plaintiff
16 premium wages for every day said meal periods were not provided in
17 violation of Labor Code §§ 226.7 and 512.
- 18 (c) Failing to authorize or permit compliant rest breaks without paying
19 Plaintiff premium wages for every day said rest breaks were not
20 authorized or permitted in violation of Labor Code § 226.7.
- 21 (d) Failing to refrain from making unlawful deductions from wages and
22 paying less than promised wages in violation of Labor Code § 221, 223,
23 224.
- 24 (e) Failing to reimburse Plaintiff for necessary business-related expenses in
25 violation of Labor Code §§ 2800 and 2802.
- 26 (f) Failing to provide Plaintiff with accurate itemized wage statements in
27 violation of Labor Code § 226.

1 (g) Failing to timely pay all earned wages to Plaintiff upon separation of
2 employment in violation of Labor Code §§ 201, 202, and 203.

3 176. As alleged herein, Defendants systematically engaged in unlawful conduct in
4 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
5 (minimum wage, non-productive time, and overtime wages), failing to provide meal periods and
6 rest breaks or compensation in lieu thereof, making unlawful deductions, failing to reimburse
7 necessary business-related costs and expenses, failing to furnish accurate wage statements, and
8 failing to pay all wages due and owing upon separation of employment in a timely manner to
9 Plaintiff, all in order to decrease their costs of doing business and increase their profits.

10 177. At all relevant times herein, Defendants held themselves out to Plaintiff as being
11 knowledgeable concerning the labor and employment laws of California.

12 178. At all times relevant herein, Defendants intentionally avoided paying Plaintiff
13 wages and monies, thereby creating for Defendants an artificially lower cost of doing business in
14 order to undercut their competitors and establish and/or gain a greater foothold in the
15 marketplace.

16 179. By violating the foregoing statutes and regulations as herein alleged, Defendants'
17 acts constitute unfair and unlawful business practices under California Business and Professions
18 Code §§ 17200, et seq.

19 180. As a result of the unfair and unlawful business practices of Defendants as alleged
20 herein, Plaintiff is entitled to injunctive relief, disgorgement, and restitution in an amount to be
21 shown according to proof at trial.

22 181. Plaintiff seeks to enforce important rights affecting the public interest within the
23 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,
24 has been and continues to be unfair, unlawful, and harmful to Plaintiff and the general public.
25 Based on Defendants' conduct as alleged herein, Plaintiff is entitled to an award of attorneys'
26 fees pursuant to California Code of Civil Procedure § 1021.5.

27 **EIGHTEENTH CAUSE OF ACTION**

28 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

1 182. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs
2 as though fully set forth herein.

3 183. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce Development
5 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or
6 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
7 action brought by an aggrieved employee on behalf of himself or herself and other current or
8 former employees pursuant to the procedures specified in Labor Code § 2699.3.

9 184. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
11 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
12 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
13 period in which Defendants violated these provisions of the Labor Code.

14 185. Defendants’ conduct violates numerous Wage Order and Labor Code sections,
15 including, but not limited to, the following:

- 16 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 226.2, 246, 510,
17 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages
18 (including minimum wage, piece rate, non-productive time, and overtime
19 wages) at the correct rate of pay to Plaintiff and other aggrieved
20 employees during employment and upon separation of employment as
21 herein alleged;
- 22 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
23 periods to Plaintiff and other aggrieved employees and failure to pay
24 premium wages for missed meal periods as herein alleged;
- 25 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
26 Plaintiff and other aggrieved employees and failure to pay premium
27 wages for missed rest periods as herein alleged;

- 1 d. violation of Labor Code § 226 for failure to provide accurate itemized
2 wage statements to Plaintiff and other aggrieved employees as herein
3 alleged;
- 4 e. violation of Labor Code § 221, 223, 224 for failure to refrain from
5 making unlawful deductions from wages and for paying less than
6 promised wages;
- 7 f. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
8 accurate and complete records showing, among other things, the hours
9 worked daily by and the wages paid to aggrieved employees; and
- 10 g. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
11 Plaintiff and other aggrieved employees for necessary business expenses
12 as herein alleged.

13 186. Plaintiff is an “aggrieved employee” because he was employed by the alleged
14 violator and had one or more of the violations committed against him, and therefore is properly
15 suited to represent the interests of all other aggrieved employees.

16 187. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
17 to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all
18 other aggrieved employees under PAGA.

19 188. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
20 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
21 cited above.

22 189. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
23 herein.

24 **PRAYER FOR RELIEF**

25 **As to Causes of Action 1-17:**

26 On Plaintiff’s own behalf Plaintiff prays for relief and judgment against Defendants,
27 jointly and severally, as follows:
28

1. For compensatory damages according to proof, including past and future lost earnings and other employment benefits, costs of seeking other employment, and for damages for emotional distress, humiliation, and mental anguish;
2. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
3. For economic and/or special damages in an amount according to proof at trial;
4. For liquidated damages pursuant to Labor Code § 1194.2;
5. For punitive and exemplary damages;
6. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
7. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
8. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
9. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
10. For pre-judgment interest;
11. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, the FEHA, CFRA, Code of Civil Procedure § 1021.5, Government Code § 12965(b), Labor Code §§ 226(e), 1194; and any other applicable provisions of California statutory or common law; and
12. For such other relief as the Court deems just and proper.

As to Cause of Action 18:

On Plaintiff's own behalf and on behalf of all others similarly situated as a PAGA representative, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties;

2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2698 *et seq.*; and

3. For such other relief as the Court deems just and proper.

Dated: December 30, 2024

AEGIS LAW FIRM, PC

By: /s/ Ali S. Carlsen
Ali S. Carlsen
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: December 30, 2024

AEGIS LAW FIRM, PC

By: /s/ Ali S. Carlsen
Ali S. Carlsen
Attorneys for Plaintiff