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ELIAN BATISTA

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/03/2024
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ELIAN BATISTA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CORE1 SECURITY SERVICES, INC., a
California Corporation; CORWIN CHAN, an
individual; and DOES 1 through 100,

Defendants.

CASE NO.:

CGC-24-620250

**CLASS ACTION AND INDIVIDUAL
COMPLAINT FOR:**

- (1) UNPAID WAGES**
- (2) MEAL PERIOD VIOLATIONS**
- (3) FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS**
- (4) WAITING TIME PENALTY FOR
NONPAYMENT OF WAGES**
- (5) VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**
- (6) WRONGFUL DISCHARGE – PUBLIC
POLICY**
- (7) RETALIATION**
- (8) VIOLATION OF CFRA RIGHTS**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE

I. INTRODUCTION

1. Plaintiff ELIAN BATISTA brings this employment class action against Defendant CORE1 SECURITY SERVICES, INC. (the "Company"), its owner and principal Defendant CORWIN CHAN, and DOES 1 through 100 (collectively, "Defendants"), for violations of California labor laws. Specifically, Defendants failed to pay California non-

1 exempt employees proper wages, failed to provide lawful meal periods, failed to issue
2 complete and accurate wage statements, and failed to pay all wages due upon separation
3 of employment. These acts and omissions constitute violations of California statutory laws,
4 as described below.

5 2. Plaintiff also brings an individual claim against Defendants for wrongful
6 termination of his employment in retaliation for exercising his rights under the California
7 Family Rights Act (CFRA), following a leave of absence to care for his newborn child.

8 **II. JURISDICTION AND VENUE**

9 3. Plaintiff hereby brings this Complaint for recovery of unpaid wages and
10 penalties under California Business and Professions Code § 17200, *et seq.*, applicable
11 provisions of the California Labor Code, including 201, 202, 203, 204, 206, 221, 223, 224,
12 226, 226.3, 510, 1194 *et seq.*, 1198, and the applicable Industrial Welfare Commission
13 Wage Order (the “IWC Wage Order”), in addition to declaratory relief and restitution.

14 4. This court has jurisdiction over Defendants’ violations of the California Labor
15 Code because the amount in controversy exceeds this court’s jurisdictional minimum.
16 Venue in this court is proper because Defendants actively and regularly conducted
17 business in San Francisco County, and a significant portion of the events giving rise to
18 this action occurred here.

19 **III. PARTIES**

20 5. Plaintiff ELIAN BATISTA is an individual over the age of eighteen and a
21 California resident.

22 6. Defendant CORE1 SECURITY SERVICES, INC., a California Corporation,
23 was at all relevant times doing business in San Francisco County, California.

24 7. Defendant CORWIN CHAN was at all relevant times doing business in San
25 Francisco County, California.

26 8. Plaintiff does not know the true names or capacities, whether individual,
27 partner, or corporate, of the defendants sued herein as Doe Defendants 1 to 100,
28 inclusive, and for that reason, said defendants are sued under such fictitious names, and

1 Plaintiff will seek leave from this Court to amend this Complaint when such true names
2 and capacities are discovered. Plaintiff is informed and believes, and based thereon
3 alleges, that each of said fictitious defendants, whether individual, partners, or corporate,
4 were responsible in some manner for the acts and omissions alleged herein, and
5 proximately caused Plaintiff and the Class to be subject to the unlawful employment
6 practices, wrongs, injuries and damages complained of herein.

7 9. At all times herein mentioned, each of said Defendants participated in the
8 doing of the acts hereinafter alleged to have been done by the named Defendants; and
9 furthermore, the Defendants, and each of them, were the agents, servants, and
10 employees of each and every one of the other Defendants, as well as the agents of all
11 Defendants, and at all times herein mentioned were acting within the course and scope of
12 said agency and employment. Defendants, and each of them, approved of, condoned,
13 and/or otherwise ratified each and every one of the acts or omissions complained of herein

14 10. At all times mentioned herein, Defendants, and each of them, were members
15 of and engaged in a joint venture, partnership, and common enterprise, and acting within
16 the course and scope of and in pursuance of said joint venture, partnership, and common
17 enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all
18 purposes of Plaintiff and all members of the Class.

19 **IV. LABOR CODE SECTION 558.1 LIABILITY**

20 11. Defendant CORWIN CHAN and Doe Defendants 1-100 acted as an
21 employer or "other person acting on behalf of an employer" with regard to Plaintiff and the
22 Class. Defendants violated, or caused to be violated, provisions regulating minimum
23 wages or hours and days of work in the IWC Wage Order and/or violated, or caused to be
24 violated, Labor Code sections 203, 226, 226.7, or 1193.6. Defendants are therefore liable
25 under Labor Code section 558.1(a) as the employer for such violation(s).

26 **V. CLASS ACTION ALLEGATIONS**

27 12. Plaintiff brings this case as a class action pursuant to California Code of Civil
28 Procedure § 382 on behalf of a class (hereafter the "Class") and on behalf of a sub-class

(hereafter the “Waiting Time Penalties Subclass”) consisting of the following:

- a. The Class: All persons who performed services in the State of California during the Class Period as non-exempt employees for the Company during the Class Period (“Class Members”). The Class Period is the time period starting four years before the filing of the initial Complaint in this action plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the “Emergency Rules Related to COVID-19”.
- b. The Waiting Time Penalties Subclass: All members of the Class who separated from their working relationship with the Company during the three years immediately preceding the filing of the Complaint through the present plus any additional time during which the statute of limitation was tolled pursuant to the Emergency Rules Related to COVID-19 (the “Subclass Members”). On information and belief, all members of the Waiting Time Penalty Subclass that are no longer working for the Company were not paid all wages due at the time of their respective separation/termination.

13. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issue.

14. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Class and Waiting Time Penalties Subclass are easily ascertainable.

15. Numerosity. The members of the Class and Waiting Time Penalties Subclass are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the class and subclass are unknown to Plaintiff at this

time; however, it is estimated that the Class and Subclass number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of the Company's employment and personnel records.

16. Typicality. Plaintiff's claims are typical of the claims of the members of the Class. Defendants subjected all Class Members and Subclass Members to identical violations of the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, and the California Business and Professions Code. The factual grounds of Defendants' violations are common to all Class Members and Subclass Members and represent a common thread of unlawful conduct resulting in injury to all members of the Class and Subclass.

17. Commonality. Common questions of law and fact exist with respect to all members of the Class and predominate over any questions solely affecting individual members. Issues of law and fact common to the Class include:

- a. Whether the Company failed to pay overtime wages for all hours worked by Plaintiff and members of the Class, in violation of Cal. Labor Code 510, 558;
- b. Whether Plaintiff and members of the Class were provided with and were able to take 30 minute off-duty meal breaks by the fifth hour of the shift;
- c. Whether Plaintiff and members of the Class were paid one hour of premium pay for each day Defendants failed to provide a timely meal break;
- d. Whether Plaintiff and members of the Subclass who are former employees were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-203;
- e. Whether Defendants issued itemized wage statements which failed to accurately state the actual hours and/or pay rates that Plaintiff and Class Members worked and the actual wages earned in violation of

1 Cal. Labor Code § 226;

2 f. Whether the violations alleged in (a-e) above constitutes unfair
3 business practices in violation of California’s Unfair Competition Law,
4 Section 17200 et seq. of the Business and Professions Code.

5 18. Adequacy. Plaintiff will fairly and adequately represent the interests of the
6 Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff
7 is represented by attorneys who have class action experience in wage and hour and class
8 action law and are committed to vigorously prosecuting this action on behalf of the
9 members of the Class.

10 19. Superiority. A class action is superior to the other available methods for the
11 fair and efficient adjudication of this controversy since, among other things, joinder of all
12 Class Members is impracticable, and a class action will reduce the risk of inconsistent
13 adjudications or repeated litigation over the same conduct. Further, the expense and
14 burden of individual lawsuits would make it virtually impossible for Class Members,
15 Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged.
16 Plaintiff knows of no difficulties to be encountered in the management of this action that
17 would preclude its maintenance as a class action.

18 **VI. GENERAL FACTUAL ALLEGATIONS**

19 20. Plaintiff Elian Batista was employed by Defendant Core1 Security Services,
20 Inc. (operating under various DBAs, including Infinity Pro Services) as an armed security
21 guard beginning on February 6, 2023, at an hourly rate of \$35. In May 2023, Plaintiff was
22 promoted to the position of Shift Lead, with an increase in pay to \$37 per hour. In
23 September 2023, Plaintiff was further promoted to Site Supervisor, earning \$39 per hour.
24 Plaintiff’s role included supervising shifts, monitoring radio communications, and
25 addressing operational issues. Plaintiff performed these duties diligently until February
26 2024, when he took family leave under the California Family Rights Act (CFRA) to care for
27 a newborn child.

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1 21. While Plaintiff was on CFRA leave, Defendant failed to uphold its obligations
2 under California law. Upon Plaintiff's scheduled return on May 18, 2024, Defendant
3 informed Plaintiff that there was no longer a permanent position available. Instead,
4 Defendant offered Plaintiff only "open shifts" and suggested that he apply for partial
5 unemployment benefits. Plaintiff applied for unemployment benefits, but shortly thereafter,
6 Defendant removed him from the internal management chat system used to assign open
7 shifts. Defendant stated that Plaintiff's removal was due to his unemployment application,
8 which allegedly indicated that Plaintiff "no longer wanted to work" for Defendant.
9 Defendant's assertion that no permanent positions were available was contradicted by its
10 advertising of open posts. These actions effectively resulted in Plaintiff's constructive
11 discharge.

12 22. Plaintiff initially worked three days per week in San Francisco (Fridays from
13 8:00 AM to 5:30 PM) and two days per week in Oakland (9-hour shifts from 11:00 AM to
14 8:00 PM). On April 15, 2023, Plaintiff transitioned to full-time employment, working
15 Tuesday through Saturday from 11:00 AM to 8:00 PM in Oakland. Plaintiff's duties as Site
16 Supervisor included monitoring shift operations and addressing incidents via radio
17 communication, often requiring Plaintiff to work beyond scheduled hours. Plaintiff was
18 required to arrive early to complete pass-down briefings and stay late due to unresolved
19 shift issues, yet this additional time was frequently unpaid.

20 23. Defendant failed to comply with California wage and hour laws regarding
21 meal and rest breaks. Plaintiff was required to take staggered meal breaks, often at
22 irregular intervals (e.g., after the fifth hour of the shift), and was not compensated with an
23 additional hour of pay for missed, late, or interrupted breaks, in violation of California Labor
24 Code § 226.7.

25 24. Beginning in September 2023, Defendant implemented the TrackTik Shift
26 app for timekeeping, which allowed for precise tracking of hours worked. Despite this,
27 Defendant engaged in a practice of rounding hours to avoid paying for time worked beyond
28 scheduled shifts. Defendant also required Plaintiff to monitor radio communications late

1 into the night (often until 2:00 AM) and during days off without compensation. These
2 actions constitute significant violations of California wage and hour laws, including unpaid
3 wages, missed break penalties, and failure to compensate for all hours worked.

4 25. Plaintiff and the Class Members, including the Subclass Members, were
5 employed as non-exempt employees in California by the Defendants at various times
6 during the Class.

7 A. Failure to Pay Overtime Wages

8 26. During the Class Period, Plaintiff, like other Class Members, was routinely
9 not paid the correct regular rate of pay for overtime, as the Company's unlawful bonus
10 policy failed to factor in bonuses for overtime pay calculations.

11 B. Failure to Provide Meal Periods

12 27. During the Class Period, Plaintiff, like other members of the Class, was
13 discouraged from taking code compliant meal breaks and Company did not authorize or
14 permit code compliant meal breaks. Plaintiff, like other members of the Class, was not
15 paid one hour of premium pay for missed or delayed meal breaks.

16 C. Failure to Issue Accurate Itemized Wage Statements

17 28. During the Class Period, Plaintiff, like other Class Members, was never
18 issued accurate or itemized wage statements reflecting all wages earned.

19 D. Failure to Pay All Wages Upon Separation

20 29. During the Class Period, Plaintiff separated from employment with the
21 Company. However, and like other Subclass Members, he was not paid all wages owed
22 to him at the time of separation, including meal premiums. On information and belief, the
23 Company's refusal to pay all wages owed to former employees continues, and none of the
24 Subclass Members have been paid all wages owed, despite weeks, months, and years
25 since their respective employment separations.

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FIRST CAUSE OF ACTION
UNPAID HOURLY WAGES

(Plaintiff on Behalf of Himself and the Class against All Defendants)

30. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

31. At all relevant times, Defendants have failed to properly pay Plaintiff and Class Members for all hours worked and/or have regularly and consistently maintained policies and practices of refusing to pay Class Members for all hours worked.

32. Plaintiff and Class Members should have received regular wages according to the hours worked during employment at the correct rates of pay. Defendants owe Class Members regular wages and have failed and refused, and continue to fail and refuse, to pay Plaintiff and Class Members the amounts owed as regular wages.

33. Plaintiff and Class Members were entitled to overtime compensation for all overtime hours worked during their employment. Defendants failed and continue to fail to pay Plaintiff and Class Members for all hours worked, including overtime hours, and Plaintiff and Class Members are therefore entitled to the amounts owed as overtime wages.

34. As a direct and proximate result of Defendants' conduct, as set forth herein, Plaintiff has sustained damages and been deprived of wages and overtime compensation that are owed in amounts to be proven at trial. Plaintiff is entitled to recovery of such amounts, plus interest, liquidated damages under Labor Code section 1194.2(a), and attorneys' fees and costs.

SECOND CAUSE OF ACTION
MEAL PERIOD VIOLATIONS

(Plaintiff on Behalf of Himself and the Class against All Defendants)

35. Plaintiff, on behalf of himself and the Class, incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

36. California Labor Code §512 provides, in pertinent part, as follows: "An employer may not employ an employee for a work period of more than five hours per day

1 without providing the employee with a meal period of not less than 30 minutes, except that
2 if the total work period per day of the employee is no more than six hours, the meal period
3 may be waived by mutual consent of both the employer and employee."

4 37. California Labor Code §512 further provides: "An employer may not employ
5 an employee for a work period of more than 10 hours per day without providing the
6 employee with a second meal period of not less than 30 minutes, except that if the total
7 hours worked is no more than 12 hours, the second meal period may be waived by mutual
8 consent of the employer and the employee only if the first meal period was not."

9 38. Cal. Labor Code §226.7(a) provides: "No employer shall require an
10 employee to work during any meal . . . period mandated by an applicable order of the
11 Industrial Welfare Commission."

12 39. The Wage Orders provide, in pertinent part, as follows: "Unless the
13 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
14 considered an 'on duty' meal period and counted as time worked."

15 40. As alleged herein, pursuant to Defendants' policies, Defendants routinely fail
16 and failed to permit, authorize and/or provide Plaintiff and Class Members with timely meal
17 periods in violation of all applicable Wage Order, California Regulations and California
18 Labor Code sections.

19 41. By failing to provide Plaintiffs and Class Members with compliant meal
20 periods, Defendants violated California Labor Code sections 512 and 226.7, as well as
21 applicable provisions of the IWC Wage Orders. As a result of the unlawful acts of
22 Defendants set forth herein, Plaintiff and Class Members have been unfairly and illegally
23 deprived meal periods and are entitled to one additional hour of premium pay for each
24 missed meal period.

25 **THIRD CAUSE OF ACTION**
26 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
27 **(Plaintiff on Behalf of the Himself and the Class against All Defendants)**

28 42. Plaintiff, on behalf of himself and the Class Members, incorporates by
reference all other paragraphs of this Complaint as if they were re-alleged and set forth

1 herein.

2 43. Defendants knowingly and intentionally failed to provide timely, accurate,
3 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
4 IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding
5 Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

6 44. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
7 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
8 periods in which Defendants have failed to provide accurate itemized wage statements to
9 Plaintiff and the Class Members in each and every pay period during Plaintiff's and the
10 Class Members' employment. Plaintiff and the Class Members seek the amount provided
11 under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars
12 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100)
13 for each violation in a subsequent pay period.

14 **FOURTH CAUSE OF ACTION**
15 **WAITING TIME VIOLATIONS**
16 **(Plaintiff on Behalf of Himself and the Proposed Subclass against All Defendants)**

17 45. Plaintiff, on behalf of himself and the Waiting Time Penalty Subclass,
18 incorporates by reference all other paragraphs of this Complaint as if they were re-alleged
19 and set forth herein.

20 46. California Labor Code §201(a) provides, in pertinent part, as follows: "If an
21 employer discharges an employee, the wages earned and unpaid at the time of discharge
22 are due and payable immediately."

23 47. California Labor Code §202(a) provides, in pertinent part, as follows: "If an
24 employee not having a written contract for a definite period quits his or her employment,
25 his or her wages shall become due and payable not later than 72 hours thereafter, unless
26 the employee has given 72 hours previous notice of his or her intention to quit, in which
27 case the employee is entitled to his or her wages at the time of quitting."

28 48. California Labor Code §206(a) provides, in pertinent part, as follows: "In
case of a dispute over wages, the employer shall pay, without condition, and within the

time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to the employee all remedies he might otherwise be entitled to as to any balance claimed.”

49. Where an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 through 203 of the California Labor Code, all wages due to an employee who has been discharged or has quit, California Labor Code §203 entitles the affected employee to receive from the employer a penalty of up to 30 days wages calculated from the due date of the wages until the time an action to recover the wages is commenced.

50. As alleged herein, Defendants have failed to pay earned wages (including but not limited to meal premiums for missed/untimely breaks) to Plaintiff and the Waiting Time Penalty Subclass at the time they became due and payable, and has thus violated sections 201, 202, 203 and 206 of the California Labor Code.

51. Defendants’ failure to pay wages as alleged herein was willful in that Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving all of their earned compensation because, inter alia, Defendants knowingly did not fully, fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for untimely and missed breaks.

52. It has been more than 30 days since the date of termination of Plaintiff’s initial employment period and all members of the Waiting Time Penalty Subclass Class that are no longer employed by Defendant.

53. As a result of Defendants’ willful, unlawful acts, discussed herein, Plaintiff and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California Labor Code §203, continuing wages as a penalty for a total of 30 days.

FIFTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200
(Plaintiff on Behalf of the Himself and the Class against All Defendants)

54. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

55. Defendants' violations of the Labor Code and other laws and regulations as alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all constitute unfair business practices in violation of the Unfair Competition Law, Business and Professions Code § 17200 et seq.

56. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members, and members of the public. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competition. Defendants should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff and the Class Members.

57. Defendants' unfair business practices entitles Plaintiff and the Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge and restore to Plaintiff and the Class Members any compensation unlawfully withheld from Plaintiff and the Class Members, and for which Defendants were unjustly enriched.

SIXTH CAUSE OF ACTION
WRONGFUL DISCHARGE – PUBLIC POLICY
(Plaintiff on Behalf of Himself against All Defendants)

58. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

59. Plaintiff was employed by Defendants. Defendants discharged Plaintiff from employment. As further alleged herein, a substantial motivating reason for Plaintiff's discharge was in violation of public policy.

60. Plaintiff was harmed and suffered legal damages, and Defendants' conduct was a substantial factor in causing Plaintiff's harm.

SEVENTH CAUSE OF ACTION
RETALIATION
(Plaintiff on Behalf of Himself against All Defendants)

61. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein.

1 62. At all times relevant to this Complaint, California Government Code Section
2 12945.2(l) (CFRA) was in full force and effect and binding on Defendants. Defendants
3 were subject to its terms, which prohibit employers from retaliating against employees for
4 exercising their rights under CFRA.

5 63. Plaintiff engaged in protected activity when he requested and took CFRA
6 leave to care for his newborn child.

7 64. In retaliation for Plaintiff's exercise of his CFRA rights, Defendants subjected
8 Plaintiff to adverse employment actions, including, but not limited to, failing to reinstate
9 Plaintiff to a comparable position upon his return from CFRA leave, limiting his access to
10 work opportunities, removing him from internal communication systems, and
11 constructively terminating his employment.

12 65. Defendants' retaliatory conduct violated California Government Code
13 Section 12945.2(l), as well as the public policy underlying CFRA, which seeks to protect
14 employees who exercise their family leave rights.

15 66. As a direct and proximate result of Defendants' unlawful actions, Plaintiff has
16 suffered and continues to suffer damages, including, but not limited to, lost wages,
17 emotional distress, and other legal damages, in an amount to be proven at trial.

18 67. Plaintiff is entitled to recover compensatory damages, punitive damages,
19 attorneys' fees, and costs pursuant to California Government Code Section 12965(b), and
20 other applicable laws.

21 **EIGHTH CAUSE OF ACTION**
22 **VIOLATION OF CFRA RIGHTS**
23 **(Plaintiff on Behalf of Himself against All Defendants)**

24 68. Plaintiff incorporates by reference all other paragraphs of this Complaint as
25 if fully set forth herein.

26 69. Plaintiff was eligible for leave under the California Family Rights Act (CFRA)
27 pursuant to California Government Code Section 12945.2, as he had worked for the
28 Company for more than 12 months and had worked at least 1,250 hours in the 12 months
preceding his leave.

1 70. Plaintiff requested CFRA leave to care for his newborn child and provided
2 reasonable notice to the Company of the need for leave, including its expected timing and
3 duration, in compliance with the requirements of CFRA.

4 71. Defendant approved Plaintiff's CFRA leave. However, when Plaintiff's leave
5 ended, Defendant failed to reinstate Plaintiff to the same or a comparable position, as
6 required by California Government Code Section 12945.2(a)(1).

7 72. Defendant's refusal to reinstate Plaintiff constituted a violation of Plaintiff's
8 rights under CFRA, including but not limited to the right to reinstatement and freedom from
9 interference with CFRA-protected rights.

10 73. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff
11 has suffered and continues to suffer damages, including but not limited to lost wages,
12 emotional distress, and other legal damages, in an amount to be proven at trial.

13 74. Plaintiff is entitled to compensatory damages, punitive damages, attorneys'
14 fees, and costs pursuant to California Government Code Section 12965(b), and other
15 applicable laws.

16 **DEMAND FOR JURY TRIAL**

17 75. Plaintiff hereby demands trial by jury against Defendants of her and the
18 Class and Subclass' claims against Defendants.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants:

- 21 1. For compensatory and statutory damages in the amount of Plaintiff's and
22 each Class Members unpaid wages, as well as an award of costs, interest,
23 and reasonable attorney's fees.
- 24 2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code §
25 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a
26 violation occurs and one hundred dollars (\$100) per employee for each
27 violation in a subsequent pay period, not exceeding an aggregate penalty of
28 four thousand dollars (\$4,000) per Class Member;

3. For waiting time penalties pursuant to Labor Code § 203 equal for Plaintiff and each Subclass Member who was terminated or resigned equal to their daily wage times thirty (30) days;
4. For restitution for unfair competition pursuant to Business and Professions Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;
5. For compensatory damages in an amount to be proven at trial;
6. General and special damages, in an amount to be proven at trial;
7. For punitive and exemplary damages;
8. For all statutory penalties and liquidated damages as authorized by law;
9. Pre-judgment interest on any damages or other amounts deemed payable;
10. For attorney's fees and costs of suit;
11. For other or further relief as the Court deems just and proper.

Dated: December 3, 2024

HAULK & HERRERA LLP

By: 

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JOSE M. HERRERA, ESQ.
Attorneys for Plaintiff and all others
similarly situated