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JUAN CARLOS NEGRETE

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By M. Acevedo ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JUAN CARLOS NEGRETE, an individual,

Plaintiff,

vs.

SDC RESTAURANTS LLC, a California
limited liability company; PATRICIA
GONZALEZ, an individual; CARMEN
ESTRADA, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.:

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 2. HOSTILE WORK ENVIRONMENT
IN VIOLATION OF GOVT. CODE
§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION FROM
OCCURRING IN VIOLATION OF
GOVT. CODE §12940(K);**
- 5. HARASSMENT BASED ON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 6. FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940(m);**
- 7. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS
IN VIOLATION OF GOVT. CODE
§12940(n);**
- 8. WRONGFUL TERMINATION IN
VIOLATION OF FEHA (*Govt. Code*
§12940 *et seq.*);**

- 1 9. FAILURE TO PAY MINIMUM WAGE
2 AND PAY FOR ALL WAGES
3 EARNED (*Labor Code* §§ 204, 1194 and
4 1197; IWC Wage Order No. 5);
5 10. FAILURE TO PAY FOR REST
6 PERIODS NOT PROVIDED (Cal.
7 Labor Code § 226.7; IWC Wage
8 Order No. 5);
9 11. FAILURE TO PAY FOR MEAL
10 PERIODS NOT PROVIDED (Cal.
11 Labor Code § 226.7; IWC Wage
12 Order No. 5);
13 12. FAILURE TO PROVIDE
14 ACCURATE ITEMIZED WAGE
15 STATEMENTS (Cal. Labor Code
16 §226);
17 13. FAILURE TO PAY ALL WAGES
18 DUE ON TERMINATION (Cal.
19 Labor Code §203);
20 14. FAILURE TO REIMBURSE
21 BUSINESS EXPENSES (Cal. *Labor*
22 *Code* §2802);
23 15. FAILURE TO ALLOW
24 INSPECTION OF EMPLOYMENT
25 RECORDS (Cal. *Labor Code*
26 §1198.5);
27 16. UNFAIR COMPETITION (Cal. Bus. &
28 Prof. Code §§17200 et seq.);

DEMAND FOR A JURY TRIAL

Juan Carlos Negrete (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

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

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* and *Labor Code* violations as

1 against the persons identified herein, occurred in San Diego County and because Defendant
2 SDC Restaurants LLC owned and operated their business in San Diego County.

3
4 **II. PARTIES**

5 3. At all times relevant hereto, Plaintiff Juan Carlos Negrete (hereinafter
6 “Plaintiff”) was an individual over age 18 and a resident of San Diego County, California.

7 4. Plaintiff is informed and believes and thereon alleges that at all times material
8 hereto, Defendant SDC Restaurants LLC (“SDC”), has been, and is a California limited
9 liability company, with a principal place of business at 137 S. Las Posas Rd., Ste 252, San
10 Marcos, CA 92078. At all times material hereto, SDC has been, and is, a company that
11 manages Carl’s Jr. franchises.

12 5. Plaintiff was employed at SDC as a General Manager. Plaintiff is informed and
13 believes and thereon alleges that at all times material hereto SDC has been authorized to do
14 business and has been doing business in the State of California.

15 6. Plaintiff is informed and believes and thereon alleges that Defendant Patricia
16 Gonzalez (“Patricia”) is an individual, who at all times relevant herein, was a resident of San
17 Diego County. Patricia works at SDC and was Plaintiff’s former District Manager.

18 7. Plaintiff is informed and believes and thereon alleges that Defendant Carmen
19 Estrada (“Carmen”) (collectively with SDC and Patricia “Defendants”) is an individual, who at
20 all times relevant herein, was a resident of San Diego County. Carmen works at SDC as the
21 Director of Operations.

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

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

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

13 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
14 through 100 are, and at all times relevant hereto were, persons, corporations or other business
15 entities organized and existing under and by virtue of the laws of the State of California, and
16 are/were qualified to transact and conduct business in the State of California, and did transact
17 and conduct business in the State of California, and are thus subject to the jurisdiction of the
18 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
19 employ persons, conduct business and engage in disability discrimination and wage and hour
20 violations in the County of Los Angeles.

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

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

28 **Employment Information**

1 12. Plaintiff was an employee of SDC since on or about July 31, 2023. Plaintiff was
2 a General Manger. He checked inventory, provided breaks, and made sure everything ran
3 smoothly.

4 13. Throughout his employment with SDC, Plaintiff worked 5 days per week, 10 or
5 more hours per day. Plaintiff earned \$26.00 per hour plus bonuses.

6 14. The employment by Defendant SDC of Plaintiff is governed by Industrial
7 Welfare Commission Wage Order No. 5, which covers those persons employed in the
8 publichousekeeping industry.

9 **Disability Discrimination, Harassment and Wrongful Termination**

10 15. Plaintiff was denied a work environment free of disability discrimination,
11 harassment and was targeted for wrongful termination on or about August 5, 2024.

12 16. On or about August 1, 2024, Plaintiff suffered an injury while on the job.
13 Plaintiff began experiencing heart attack symptoms. As such, this condition, singularly and in
14 the aggregate, constitutes a physical disability, as that term is defined in *Government Code* §
15 12926(l)(1)(A), (B).

16 17. Plaintiff went to Kaiser Permanente. Plaintiff was advised that he suffered a
17 stress-related attack and he was instructed to take a few days off from work.

18 18. Plaintiff called Patricia and informed her of what occurred. Further, he also
19 provided a physician's note stating that he needed to be off work for the next three days.
20 Patricia told Plaintiff that was fine.

21 19. During the time that Plaintiff was off from work, he attempted to check on the
22 cameras of SDC to make sure everything was running smoothly. However, the system did not
23 allow him to enter. As a result, Plaintiff reached out to Patricia regarding the issue. Patricia
24 told Plaintiff that he should report the issue and get it fixed.

25 20. On or about August 5, 2024, Plaintiff returned to work. He immediately noticed
26 that he did not have access to the system. After a few hours, Plaintiff saw a woman that works
27 in HR, Patricia and Carmen walk into Carl's Jr. They asked to speak to Plaintiff.

28

1 21. Plaintiff was told that they had checked the restaurant's cameras and saw
2 Plaintiff taking pictures of product relating to a provider. They accused Plaintiff of credit card
3 fraud. Plaintiff explained that he always takes pictures of everything to make sure that
4 everything is correct.

5 22. At that time, Plaintiff was terminated in retaliation for taking days off when he
6 was sick.

7 23. SDC's wrongful termination of Plaintiff was wrongfully motivated by
8 discrimination against him due to his disability.

9 24. At all times material hereto, Defendant SDC regularly employed five or more
10 persons and therefore is an employer, as that term is defined in *Government Code* § 12926(d).

11 25. On February 19, 2025, Plaintiff filed an administrative complaint with the
12 Department of Fair Employment and Housing ("DFEH") alleging discrimination and
13 harassment by SDC, Patricia and Carmen. On February 19, 2025, the DFEH issued to Plaintiff
14 a Right to Sue Notice as to SDC, Patricia and Carmen.

15 **Wage and Hour Violations**

16 26. SDC failed to pay Plaintiff minimum wages.

17 27. SDC failed to provide Plaintiff with complaint rest breaks.

18 28. SDC failed to provide Plaintiff with compliant meal breaks.

19 29. SDC routinely failed to provide Plaintiff with itemized wage statements that
20 properly and accurately itemized the number of hours he worked at the effective regular rates of
21 pay.

22 30. SDC failed to pay Plaintiff all wages due on termination.

23 31. Plaintiff was not reimbursed his necessary business expenses.

24 32. Plaintiff was not provided his personnel records.

25 33. Pursuant to the California Labor Code, on or about February 19, 2025, Plaintiff
26 filed a notice with the Labor and Workforce Development Agency (LWDA) of his intent to
27 pursue claims against Defendants under the Private Attorney General Act (PAGA). As such,
28

1 Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint
2 to add a cause of action pursuant to PAGA under Labor Code §§2699 et seq.

3 **FIRST CAUSE OF ACTION**

4 **(Discrimination Based on Physical Disability in Violation of Government Code**
5 **§§12940(a) - By Plaintiff Against Defendant SDC and Does 1 through 100)**

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

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

11 36. Throughout Plaintiff's employment at SDC, he was subjected to physical
12 disability discrimination by SDC's employees, Patricia and Carmen.

13 37. SDC's wrongful discharge of Plaintiff was motivated in substantial part by
14 Plaintiff's physical disability because, among other things, Plaintiff informed them of his stress
15 attack.

16 38. All of the conduct by SDC was done with the full knowledge and ratification of
17 the management employees of SDC, and was consistent with the recognized policies and
18 procedures of SDC, which tolerated and encouraged such discriminatory physical disability
19 conduct.

20 39. SDC was aware of the discriminatory conduct and did not take effective, good
21 faith action to investigate, remedy, prevent, or stop the physical disability discrimination.

22 40. At all times herein mentioned, SDC was legally required to refrain from
23 discriminating against and harassing any employee on the basis of physical disability, among
24 other things. Within the time provided by law, Plaintiff filed a complaint with the California
25 Department of Fair Employment and Housing, in full compliance with these sections, and he
26 received a right to sue letter.

27 41. By wrongfully discharging Plaintiff because of his physical disability, SDC
28 violated *Government Code* § 12940(a).

42. As a direct and proximate result of SDC's conduct, individually and collectively, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and will continue to lose employment benefits, in an amount within the jurisdiction of this Court, according to proof.

43. As a direct and proximate result of SDC's actions, Plaintiff has suffered severe and serious injury to his person, all to his damage in the amount of at least \$1,000,000, according to proof.

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

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

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

SECOND CAUSE OF ACTION

(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against Defendant SDC and Does 1 through 100)

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

48. The offensive conduct to which Plaintiff was subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 et seq. During

1 his employment, Defendant SDC violated FEHA, California Government Code §12940 (j), by
2 discriminating against Plaintiff due to his physical disability.

3 49. SDC's harassment was hostile, abusive, continuous and pervasive to create a
4 hostile work environment for the Plaintiff.

5 50. SDC's harassment was unwelcome, humiliating, offensive and adversely
6 affected the terms of Plaintiff's employment.

7 51. Plaintiff was subjectively offended by SDC's conduct and any reasonable person
8 in Plaintiff's position would perceive SDC's conduct as being offensive, hostile and abusive.

9 52. As a direct result of SDC's failure to take all reasonable steps necessary to
10 prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
11 extreme and severe mental anguish and emotional distress, loss of earnings and earning
12 capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount subject
13 to proof at trial.

14 53. SDC did the things hereinabove alleged, intentionally, oppressively, and
15 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
16 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
17 community.

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

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

23 **THIRD CAUSE OF ACTION**

24 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against**
25 **Defendant SDC and Does 1 through 100)**

26 56. Plaintiff realleges and incorporates by reference all of the allegations set forth
27 above in the Complaint.
28

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

5 58. SDC's adverse actions taken against Plaintiff as set forth herein occurred in
6 retaliation for Plaintiff's disability as hereinabove alleged. Such actions are and were unlawful,
7 discriminatory and retaliatory in violation of Cal. Gov. Code §12940 et seq., and Cal. Lab.
8 Code §1102.5, and resulted in damages and injury to Plaintiff, as alleged herein, including but
9 not limited to lost wages and benefits.

10 59. As a result of his physical disability, Plaintiff was denied the right to work in an
11 environment free of discrimination and harassment and was wrongfully terminated by SDC.

12 60. SDC's retaliatory conduct toward Plaintiff caused him emotional injury,
13 including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. SDC's
14 retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.

15 61. Plaintiff's physical disability was the reason SDC retaliated against him.

16 62. Plaintiff has suffered monetary damages, lost wages and privileges of
17 employment illegally caused by SDC's discriminatory conduct in an amount subject to proof at
18 trial.

19 63. SDC's conduct was the proximate cause of the Plaintiff's damages.

20 64. SDC did the things hereinabove alleged, intentionally, oppressively, and
21 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
22 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
23 community.

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

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

FOURTH CAUSE OF ACTION

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

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

68. SDC knew or reasonably should have known of Patricia and Carmen's propensities for engaging in unlawful, discriminatory and harassing conduct in the workplace, that Patricia and Carmen should not have been employed by SDC and SDC should have restrained Patricia and Carmen from engaging in unlawful, discriminatory and harassing conduct towards Plaintiff based on his disability, and SDC should have provided training and instruction to Patricia and Carmen on the laws pertaining to discrimination and harassment. SDC failed to take all reasonable steps necessary to prevent the discrimination and harassment from occurring.

69. Plaintiff is informed and believes and thereupon alleges that SDC failed to provide adequate training to their managers and employees.

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

71. SDC failed to take measures to prevent discrimination and retaliation.

72. As a direct result of SDC's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount subject to proof at trial.

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

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

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

FIFTH CAUSE OF ACTION

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

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

77. Beginning in or about August 2024, Plaintiff was harassed by the actions, conduct and comments of SDC's employees, Patricia and Carmen, which actions, conduct and comments combined to create and allow a pattern of discriminatory treatment towards him due to his disability. Defendants' actions constituted a continuing violation of Cal. Gov. Code § 12940, et seq.

78. Defendants wrongfully terminated him due to his physical disability.

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

80. Defendants, and each of them, engaged in retaliatory actions against Plaintiff due to his disability. Because of his disability as aforesaid, Plaintiff was subjected to unfair and hostile treatment by Defendants and each of them.

81. At all times herein mentioned, Defendants, and each of them were legally required to refrain from discriminating against and harassing any employee on the basis of physical disability, among other things. Within the time provided by law, Plaintiff filed a

1 complaint with the DFEH, in full compliance with these sections, and received a right to sue
2 letter.

3 82. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
4 in this Complaint. As a direct and proximate result of the conduct of Defendants, and each of
5 them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental
6 and physical pain and anguish, all to his damage in an amount subject to proof at trial.

7 83. Defendants did the things hereinabove alleged, intentionally, oppressively, and
8 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
9 in Plaintiff's inability to continue to work in his position was against public policy, were
10 obnoxious, despicable, and ought not to be suffered by any member of the community.

11 84. All actions of Defendants, and each of them, were known, ratified and approved
12 by the officers or managing agents of Defendant SDC, and each of them. Therefore, Plaintiff
13 is entitled to punitive or exemplary damages against the Defendants, and each of them, in an
14 amount to be determined at the time of trial.

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

17 **SIXTH CAUSE OF ACTION**

18 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code**
19 **§§12940 (m) – By Plaintiff Against Defendant SDC Does 1 through 100)**

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

22 87. As alleged herein, in or about August 2024 and thereafter, Plaintiff requested
23 that SDC, make a reasonable accommodation for his physical disability so that he would be
24 able to continue working. SDC refused said accommodation and refused to discuss any other
25 potential reasonable accommodation it might afford to Plaintiff.

26 88. By refusing to afford Plaintiff a reasonable accommodation, SDC violated
27 Government Code § 12940(m).
28

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

90. As a direct and proximate result of SDC's actions, Plaintiff has suffered severe and serious injury to his person, all to his damage in the amount of at least \$1,000,000, according to proof.

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

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

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

SEVENTH CAUSE OF ACTION

(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code*
§12940(n)– By Plaintiff Against Defendant SDC Does 1 through 100)

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

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

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1 96. At all relevant times, Plaintiff was a member of a protected class within the
2 meaning of Government Code §12940(a) et seq. because he had a disability, due to injuries
3 suffered, of which SDC had both actual and constructive notice.

4 97. Plaintiff reported his disability to SDC, triggering SDC's obligation to engage in
5 a good faith interactive process with Plaintiff, but at all times herein, SDC failed and refused to
6 do so.

7 98. SDC breached their statutory duty under FEHA to engage in a timely good faith
8 interactive process to determine a reasonable accommodation for Plaintiff's physical disability.
9 Plaintiff further alleges: (1) that SDC was the Plaintiff's employer; (2) that Plaintiff was an
10 employee of SDC; (3) that Plaintiff sustained injuries that required reasonable accommodation
11 and which injuries were known to SDC; (4) that Plaintiff requested that SDC make reasonable
12 accommodation for his injuries and/or physical condition so that he would be able to perform
13 the essential functions of his job requirements; (5) that Plaintiff was willing to participate in the
14 interactive process to determine whether reasonable accommodation could be made so that he
15 would be able to perform the essential job requirements; (6) that SDC failed to participate in a
16 timely good faith interactive process with Plaintiff to determine whether reasonable
17 accommodation could be made; (7) that Plaintiff was harmed financially; and (8) that SDC's
18 failure to engage in a good faith interactive process was a substantial factor in causing
19 Plaintiff's damage and harm. Instead of engaging in a good faith interactive process, SDC
20 ignored Plaintiff's requests and wrongfully constructively terminated him instead on or about
21 August 5, 2024.

22 99. The above acts of SDC constitute violations of FEHA, and were a proximate
23 cause of Plaintiff's damages as stated below.

24 100. SDC did the things hereinabove alleged, intentionally, oppressively, and
25 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
26 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
27 community.

28

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

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

EIGHTH CAUSE OF ACTION

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

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

104. Plaintiff alleges that significant policies exist in the State of California that prohibit discrimination, retaliation, wrongfully terminating an employee for requesting accommodation, complaining about discrimination based on disability and being disabled and protesting against unlawful employment practices. Among others, the right to be free from discrimination and retaliation are codified in the California and United States Constitutions and the provisions of Government Code §§12900 *et seq.*

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

106. SDC wrongfully terminated Plaintiff in violation of important and well-established public policies, including, but not limited to, policies against employment discrimination based on physical disability.

107. SDC, acting through its employees and supervisors, intentionally created and knowingly permitted the discrimination based on physical disability and discrimination.

108. SDC's wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount within the jurisdiction of this Court, according to proof.

109. As a further proximate result of the unlawful acts of SDC as alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional and physical distress that a reasonable person would suffer upon losing his job. As a result of

1 such actions and consequent harm, Plaintiff has suffered such damages of at least \$1,000,000,
2 according to proof.

3 110. The above acts of SDC constituted a wrongful termination of Plaintiff and were
4 in violation of public policy as described above. Such termination was a substantial factor in
5 causing damage and injury to Plaintiff as set forth below.

6 111. Plaintiff believes and thereon alleges that engaging in protected activity,
7 including, but not limited to, requesting accommodation, complaining about discrimination and
8 having a physical disability were factors in SDC's conduct as alleged hereinabove.

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

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

13 **NINTH CAUSE OF ACTION**

14 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
15 **119, IWC Wage Order No. 5 – By Plaintiff Against Defendant SDC and Does 1 through**
16 **100)**

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

19 115. *Labor Code* § 1197 states the California requirement that employees must be
20 paid at least the minimum wage fixed by the Commission, and any payment of less than the
21 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
22 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
23 the full amount of this minimum wage." IWC Wage Order No. 5-2001 also obligates employers
24 to pay each employee minimum wages for all hours worked. These minimum wage standards
25 apply to each hour employees worked for which they were not paid. Therefore, an employer's
26 failure to pay for any particular hour of time worked by an employee is unlawful, even if
27 averaging an employee's total pay over all hours worked, paid or not, results in an average
28

1 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
2 (2005).

3 116. Here, Plaintiff was not paid minimum wages that were due to him due to SDC's
4 failure to afford compliant meal/rest breaks.

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

8 118. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
9 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
10 *Code* § 1194. Where an employee, such as Plaintiff is not paid for all hours worked under
11 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
12 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
13 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
14 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
15 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
16 (N.D. Cal. 2016).

17 119. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
18 of compensation due and owing to him as a direct result of Defendant SDC's unlawful acts and
19 Labor Code violations in the amount of at least \$234,000, to be shown according to proof at
20 trial.

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

24 121. Therefore, pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, 1194 and
25 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages SDC owes
26 him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in an amount with the
27 jurisdiction of this Court, according to proof.

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

3 **TENTH CAUSE OF ACTION**

4 **(Compensation for Required Rest Periods Not Provided - Cal. Lab. Code § 226.7, IWC**
5 **Wage Order No. 5 – By Plaintiff Against Defendant SDC and Does 1 through 100)**

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

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

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

15 126. SDC has intentionally and improperly denied uninterrupted rest periods to
16 Plaintiff in violation of Labor Code § 226.7 and the IWC Wage Order No. 5. Plaintiff was
17 required to answer calls during his rest breaks. Further, Plaintiff was restricted from leaving his
18 work area during his rest breaks.

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

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

22 129. By virtue of SDC's unlawful failure to provide rest periods to the Plaintiff,
23 Plaintiff has suffered, and will continue to suffer, damages in the amount of \$234,000.00.

24 130. Defendant SDC further violated IWC Wage Order No. 5, and Cal. Lab. Code
25 §226.7 by failing to pay Plaintiff one hour of pay at his regular rate of pay for each rest period
26 not provided, and thus Plaintiff is owed compensation in an amount according to proof. This
27 amount remains owed and unpaid.

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ELEVENTH CAUSE OF ACTION

(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code § 226.7, IWC Wage Order No. 5 – By Plaintiff Against Defendant SDC and Does 1 through 100)

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

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

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

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

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

136. Section 512(a) of the California Labor Code provides, in relevant part, that:
An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30-minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee

1 with a second meal period of not less than 30-minutes, except that if the total
2 hours worked is no more than 12 hours, the second meal period may be waived
3 by mutual consent of the employer and the employee only if the first meal
4 period was not waived.

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

11 138. SDC violated Labor Code § 512 and IWC Wage Order No. 5 by failing to
12 provide Plaintiff uninterrupted meal breaks. Plaintiff's meal breaks were also afforded late;
13 after the fifth hour of work. Further, Plaintiff was restricted from leaving his work area during
14 his meal breaks. At times, Plaintiff clocked out for his meal breaks, but would have to continue
15 working and not take a meal break.

16 139. SDC further violated IWC Wage Order No. 5 and Labor Code § 226.7 by failing
17 to pay one hour of compensation to Plaintiff at his individual and regular rate of pay for each
18 work day that the meal period was not provided, in the amount of \$234,000.00. This amount
19 remains owed and unpaid.

20 140. California Labor Code section 558 provides in pertinent part:

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any
23 provision regulating hours and days of work in any order of the
24 Industrial Welfare Commission shall be subject to a civil penalty as
25 follows:

26 (1) For any initial violation, fifty dollars (\$50) for each underpaid
27 employee for each pay period for which the employee was underpaid in
28 addition to an amount sufficient to recover underpaid wages.

1 (2) For each subsequent violation, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee was
3 underpaid in addition to an amount sufficient to recover underpaid
4 wages.

5 (3) Wages recovered pursuant to this section shall be paid to the affected
6 employee...

7 (c) The civil penalties provided for in this section are in addition to any
8 other civil or criminal penalty provided by law.

9 141. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
10 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
11 § 226.7(b).

12 142. As a direct and proximate result of SDC's unlawful conduct as alleged herein,
13 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost
14 interest, in an amount to be established at trial, and is entitled to recover economic and statutory
15 damages, attorneys' fees and penalties and other appropriate relief due to SDC's violations of
16 the California Labor Code and IWC Wage Order No. 5.

17 **TWELFTH CAUSE OF ACTION**

18 **(For Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab.**
19 **Code §226 – By Plaintiff Against Defendant SDC and Does 1 through 100)**

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

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

25 145. Defendant SDC knowingly and intentionally failed to comply with Cal. Lab.
26 Code §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
27 expended calculating his true hours worked, and the amount of employment taxes which were
28 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,

1 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
2 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
3 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
4 costs.

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

7 **THIRTEENTH CAUSE OF ACTION**

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

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

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

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

18 150. Plaintiff was wrongfully terminated from Defendant SDC's employ and
19 Defendant SDC willfully failed to pay Plaintiff wages due to him.

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

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

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1 **FOURTEENTH CAUSE OF ACTION**

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

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

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

8 155. At all times relevant herein, SDC was aware that Plaintiff was using his personal
9 vehicle, but failed to indemnify Plaintiff for all his business-related expenses, including wear
10 and tear expenses, in accordance with Labor Code § 2802.

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

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

17 **FIFTEENTH CAUSE OF ACTION**

18 **(Failure to Allow Inspection of Employment Records in violation of Cal. Lab. Code**
19 **§1198.5 - By Plaintiff Against Defendant SDC and Does 1 through 100)**

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

22 159. California Labor Code Section 1198.5 provides:

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

27 (b) The employer shall make the contents of those personnel records available
28 for inspection to the current or former employee, or his or her representative, at

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

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

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

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

21 161. On or about February 19, 2025, Plaintiff's counsel issued a written request to
22 SDC for copies of his personnel records.

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

27 163. As a direct result and consequence of SDC's failure and refusal to permit
28 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or

1 decree mandating SDC's compliance. Plaintiff has suffered and will suffer harm as a result of
2 SDC's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750
3 based upon SDC's violation of §1198.5.

4 **SIXTEENTH CAUSE OF ACTION**

5 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
6 **§17200 et. seq. – By Plaintiff Against Defendant SDC and Does 1 through 100)**

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

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

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

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

22 168. Defendant SDC failed to pay minimum wages, allow Plaintiff to take compliant
23 meal/rest breaks, to issue accurate wage statements, pay all wages on termination and
24 reimburse business expenses.

25 169. Through the conduct alleged herein, Defendant SDC acted contrary to these
26 public policies and have thus engaged in unlawful and/or unfair business practices in violation
27
28

1 of Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits,
2 and privileges guaranteed to employees under California law.

3 170. Defendant SDC regularly and routinely violated the following statutes and
4 regulations with respect to Plaintiff:

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

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

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

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

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

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

14 171. By engaging in these business practices, which are unfair business practices
15 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendant SDC harmed Plaintiff
16 and gained an unfair competitive edge. Under the Business & Professions Code § 17203,
17 Plaintiff is entitled to obtain restitution of these funds.
18

19 **PRAYER FOR RELIEF**

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

22 1. For compensatory damages in the amount of unpaid minimum wages due to
23 Plaintiff, in the amount of \$234,000.00;

24 2. For compensatory damages for lost wages and employment benefits, in the
25 amount of \$234,000.00, according to proof;

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

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

- 1 5. For general damages in Plaintiff's favor and against Defendant SDC, according
2 to proof;
- 3 6. For compensation of one hour at the regular rate of pay for each meal/rest period
4 denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 5, according to proof;
- 5 7. For compensatory damages in the amount of Plaintiff's out of pocket vehicle
6 expenses and/or reimbursement of monies incurred while performing Defendant SDC's
7 business-related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*
8 §2802(c), in an amount according to proof;
- 9 8. For payment of unpaid wages in accordance with California labor and
10 employment law, in the amount of \$234,000.00;
- 11 9. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;
- 12 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8,
13 according to proof;
- 14 11. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
15 § 203, in an amount equal to his daily pay rate at the time of termination, multiplied by the total
16 amount of days elapsed between the date of involuntary termination, and/or 72 hours after
17 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
- 18 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
19 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;
- 20 13. For injunctive relief requiring SDC to comply with Labor Code 1198.5(b)(1);
- 21 14. For an award of restitution of wages to Plaintiff in an amount equal to the
22 amount of wages owed and unpaid, according to proof;
- 23 15. For prejudgment interest accrued on all due and unpaid minimum wages from
24 the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a),
25 according to proof;
- 26 16. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2, to
27 Plaintiff in an amount equal to the wages unlawfully unpaid and interest thereon;
- 28 17. For punitive and exemplary damages in a sum to be determined at trial;

1 18. For reasonable costs, including attorneys' fees, in an amount according to proof
2 pursuant to *Government Code* § 12965(b), Cal. Labor Code §§ 218.5, 1194, 2802, 1198.5
3 and/or *California Code of Civil Procedure* § 1021.5, according to proof; and

4 19. For such other and further relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff Juan Carlos Negrete hereby respectfully requests a trial by jury for all claims
7 and issues raised in his Complaint that may be entitled to a jury trial.

8
9 LIPELES LAW GROUP, APC

10 Date: February 19, 2024

11
12 By: Shana Villoria
13 Shana L. Villoria
14 Attorneys for Plaintiff
15 Juan Carlos Negrete