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County of Riverside
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L. Melendrez
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10 JEFFREY RUIZ-JIMINEZ and JUSTIN ROSS

11 **IN THE SUPERIOR COURT**
12 **FOR THE COUNTY OF RIVERSIDE**

13 JEFFREY RUIZ-JIMINEZ, an
14 individual, and JUSTIN ROSS, an
15 individual,

16 Plaintiff,

17 vs.

18 DPEP 3, INC.; and DOES 1-25,

19 Defendants.

Case No.: **RIC1904115**

COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL FOR:

- (1) Wrongful Termination in Violation
of Public Policy;
(2) Retaliation for Reporting and
Resisting Illegal Conduct (Lab.
Code § 1102.5)

20 **TO THE CLERK OF THE COURT, THE PARTIES AND COUNSEL:**

21 1. By this action, PLAINTIFFS JEFFREY RUIZ-JIMINEZ and JUSTIN
22 ROSS (collectively, "PLAINTIFFS") seek penalties, damages, restitution, and any
23 other remedies the Court deems just, due to the misconduct committed by the
24 DEFENDANTS as alleged in this Complaint for violations including, but not
25 limited to, wrongful retaliation and whistleblower retaliation.

26 2. PLAINTIFF RUIZ-JIMINEZ is an individual, residing in the County of
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1 Riverside, City of Perris, State of California.

2 3. PLAINTIFF ROSS is an individual, residing in the County of Riverside,
3 City of San Jacinto, State of California.

4 4. DEFENDANT DPEP 3, INC. (hereinafter, “DEFENDANT
5 COMPANY”), is a California Corporation registered to do business within the
6 State of California, and maintains a place of business located at 6030 Sycamore
7 Canyon Blvd, City of Riverside, State of California, and maintains a registered
8 agent for service of process as follows: Benjamin Berger, Esq., 114 Pacifica, Suite
9 470, City of Irvine, State of California.

10 5. All Defendants are sometimes collectively referred to as
11 “DEFENDANTS”, but conduct attributable to only one DEFENDANT or specific
12 DEFENDANTS will be specified by the names above.

13 6. The true names and capacities, whether individual, corporate, associate,
14 or otherwise of the Defendants named herein as DOES 1 through 25, are unknown
15 to PLAINTIFFS at this time. PLAINTIFFS therefore sue said persons by such
16 fictitious names pursuant to § 474 of the California Code of Civil Procedure.
17 PLAINTIFFS will seek leave to amend this Complaint to allege the true names and
18 capacities of DOES 1 through 25 when their names are ascertained. PLAINTIFFS
19 is informed and believes, and based thereon alleges, that each of the DOES is in
20 some manner liable to PLAINTIFFS for the events and actions alleged herein.

21 7. At all times herein mentioned, DEFENDANTS were acting within the
22 purpose, course and scope of said agency and/or employment so as to invoke
23 vicarious liability and *respondeat superior* liability among other theories of
24 liability to hold DEFENDANTS liable and responsible for the injuries and
25 damages to PLAINTIFFS.

26 8. PLAINTIFFS are informed, believe, and based thereon allege, that at all
27 times relevant, each DEFENDANT was acting as an agent, joint venturer, and/or

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1 alter ego for each of the other Defendants, and each were co-conspirators with
2 respect to the acts and the wrongful conduct alleged herein so that each is
3 responsible for the acts of the other in connection with the conspiracy in such
4 wrongful acts with the other Defendants.

5 9. PLAINTIFFS are informed, believe, and based thereon allege, that each
6 Defendant was acting partly within and partly without the scope and course of their
7 employment, and was acting with the knowledge, permission, consent, and
8 ratification of every other Defendant.

9 10. PLAINTIFFS are informed and believe, and therefore allege, that each
10 of the Defendants was an agent, managing general partner, managing member,
11 owner, co-owner, partner, employee, and/or representative of each of the
12 Defendants and was at all times material hereto, acting within the purpose and
13 scope of such agency, employment, contract and/or representation, and that each of
14 them is jointly and severally liable to PLAINTIFFS.

15 11. PLAINTIFFS are informed and believe, and therefore allege, that each
16 of the Defendants is liable to PLAINTIFFS under legal theories and doctrines
17 including but not limited to (1) joint employer; (2) integrated enterprise; (3)
18 agency; and/or (4) alter ego, based in part, on the facts set forth below.

19 12. PLAINTIFFS are informed and believe, and therefore allege, that each
20 of the named DEFENDANTS are part of an integrated enterprise and have acted or
21 currently act as the employer and/or joint employer of PLAINTIFFS making each
22 of them liable for the violations alleged herein.

23 13. PLAINTIFFS are informed and believe, and on that basis allege, that
24 each DEFENDANT sued in this action, including each DEFENDANT sued by the
25 fictitious names DOES 1 through 25, inclusive, is responsible and liable in some
26 manner for the occurrences, controversies and damages alleged below.

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1 **FACTUAL ALLEGATIONS**

2 14.DEFENDANT COMPANY owns and operates a Nissan automobile
3 dealership and repair shop in the City of Riverside, doing business as Raceway
4 Nissan.

5 15.PLAINTIFF RUIZ-JIMINEZ was hired by DEFENDANT COMPANY
6 in or about May 2018 as an Oil Change and Lube Technician at the hourly rate of
7 \$14.00 per hour.

8 16.PLAINTIFF ROSS was hired by DEFENDANT COMPANY in or about
9 March 2018 as Service Technician at the hourly rate of \$18.00 per hour.

10 17.Although PLAINTIFF RUIZ-JIMINEZ was hired as an Oil Change and
11 Lube Technician, he was often required to finish mechanics jobs left unfinished by
12 the mechanics.

13 18.DEFENDANT COMPANY, by and through its managers and
14 supervisors Christian Pinaglia, Marcos, and Steve Casteneda, has implemented a
15 policy of requiring its employees working on a transmission that is still under
16 manufacturer warranty to put metal shavings into the transmission so that the
17 transmission will read failure upon testing, which results in having to inform the
18 customer(s) that the transmission must be repaired so that DEFENDANT
19 COMPANY can then submit billing to the manufacturer for what in reality is an
20 unnecessary repair.

21 19.Sometimes, DEFENDANT COMPANY’S managers and supervisors
22 would write “to abuse” on the work orders for the transmissions they wanted the
23 employees to put metal shavings into in order to create a false failure reading, and
24 other times the instructions would be communicated verbally.

25 20.Additionally, DEFENDANT COMPANY, by and through its managers
26 and supervisors Christian, Marcos, and Steve, has implemented a policy of
27 requiring mechanics working on air condition units to hook the air conditioning

1 tester up to an old car out back so that the reading will show a failure and so that
2 they can then dupe the customer into believing that their air conditioning unit has
3 to be repaired, when in reality it is otherwise be working fine.

4 21.DEFNDANT COMPANY, by and through the service manager Steve,
5 deletes any customer comments online that complain about such fraudulent
6 activities as a means of covering it up.

7 22.PLAINTIFF ROSS and PLAINTIFF RUIZ-JIMINEZ both reasonably
8 believed the conduct of putting metal into transmissions in order to justify
9 unnecessary repairs amounted to fraud on the manufacturer, because the
10 manufacturer is being billed for services that are in reality unnecessary and is
11 based on false representations.

12 23.PLAINTIFF ROSS and PLAINTIFF RUIZ-JIMINEZ both reasonably
13 believed the conduct of putting metal into transmissions in order to justify
14 unnecessary repairs amounted to fraud on the customers who pay out of pocket for
15 an extended warranty because it causes their available deductible on the extended
16 warranties to be reduced, and if the available deductible does not cover the services
17 in full then those customers are required to pay at least a portion of the services out
18 of pocket based on false representations.

19 24.PLAINTIFF ROSS also reasonably believed the conduct of hooking the
20 air conditioning unit up to an old car out back in order to justify advising the
21 customer that the air conditioning unit needs replaced to amount to fraud on the
22 customers because they are being tricked to pay for unnecessary repairs on the air
23 conditioning based on false representations.

24 25.In addition, PLAINTIFF ROSS and PLAINTIFF RUIZ-JIMINEZ both
25 reasonably believed this conduct to be criminal fraud and criminal theft in addition
26 to civil fraud.

27 26.PLAINTIFF ROSS and PLAINTIFF RUIZ-JIMINEZ both refused to

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1 participate in this conduct.

2 27. In or about February 2019, PLAINTIFF RUIZ-JIMINEZ reported to his
3 supervisors that he refused to engage in this conduct.

4 28. PLAINTIFF RUIZ-JIMINEZ was terminated as retaliation for his refusal
5 to engage in this reasonably perceived illegal conduct and for his reporting of such
6 conduct to his supervisors as being illegal conduct.

7 29. PLAINTIFF RUIZ-JIMINEZ'S termination was for false and pretextual
8 reasons.

9 30. PLAINTIFF RUIZ-JIMINEZ'S date of termination was March 12, 2019,
10 mere days after he persisted in reporting the conduct that he reasonably perceived
11 to amount to criminal and civil fraud and/or theft.

12 31. Prior to his termination, PLAINTIFF RUIZ-JIMINEZ had taken
13 medical/sick leave, from which he returned on March 4, 2019 to find out he was
14 denied a promotion as a result of his taking such leave.

15 32. Thereafter, on March 8, 2019, PLAINTIFF RUIZ-JIMINEZ discussed
16 his working conditions with a coworker, during which he informed his co-worker
17 that he was being retaliated against for taking sick leave, and also that he planned
18 to refuse to perform any of the fraudulent transmissions maintenance (described in
19 detail above), and also that he intended to refuse to further perform any mechanics
20 repairs for which he was not being properly paid.

21 33. DEFENDANT COMPANY has implemented and regularly enforces an
22 unlawful and illegal policy prohibiting any and all employees from discussing their
23 working conditions with each other.

24 34. On March 8, 2019, PLAINTIFF RUIZ-JIMINEZ was sent home without
25 pay and denied a promotion in retaliation for his refusal to perform the fraudulent
26 repairs and also for discussing his working conditions (the conditions being that he
27 was being unlawfully retaliated against and that he planned to refuse to engage in

1 illegal activities and planned to refuse to perform work without proper pay).

2 35. At approximately noon, PLAINTIFF RUIZ-JIMINEZ reported to the
3 owner, David Pedder, the unlawful retaliation against him by being sent home
4 without pay and being denied a promotion for discussing his working conditions
5 and as retaliation for his refusal to perform the fraudulent repairs on transmissions.

6 36. This notice to David Pedder went ignored with no response or
7 investigation by David Pedder.

8 37. In retaliation for reporting what he reasonably believed to be illegal
9 activity of being denied the promotion and sent home without pay for discussing
10 his working conditions and refusing to perform the fraudulent repairs, PLAINTIFF
11 RUIZ-JIMINEZ was suspended for 3 days without pay.

12 38. On or about March 8, 2019, PLAINTIFF RUIZ-JIMINEZ informed
13 owner David Pedder of the unlawful suspension, but with the notice being ignored
14 with no response or investigation by David Pedder.

15 39. In retaliation for reporting the unlawful suspension and resisting the
16 illegal activity of his employer implementing and enforcing a rule against
17 discussing working conditions and against reporting such illegal conduct,
18 DEFENDANT COMPANY then terminated PLAINTIFF RUIZ-JIMINEZ on
19 March 12, 2019.

20 40. Again, PLAINTIFF RUIZ-JIMINEZ reported such conduct to owner
21 David Pedder via email, and DEFENDANT COMPANY failed to investigate or
22 take reasonable steps to provide a workplace free from unlawful retaliation or to
23 reinstate PLAINTIFF RUIZ-JIMINEZ.

24 41. The reasons given by DEFENDANT COMPANY for its termination of
25 PLAINTIFF RUIZ-JIMINEZ were false and pretextual in order to cover up the
26 fact that it was terminating PLAINTIFF RUIZ-JIMINEZ as retaliation for his
27 complaints as to the illegal activity of DEFENDANT COMPANY and for his

1 refusal to engage in such illegal activity, and also to perpetrate a cover up of the
2 illegal activity by attempting to taint PLAINTIFF RUIZ-JIMINEZ'S reputation
3 and character.

4 42. In March of 2019, PLAINTIFF ROSS complained to his
5 manager/supervisor Christian about the fraudulent activities and informed
6 Christian that he refused to engage in such activities.

7 43. PLAINTIFF ROSS's manager/supervisor, Christian, informed
8 PLAINTIFF ROSS that he would be terminated if he refused, and Christian then
9 instructed PLAINTIFF ROSS that he should "just go home" and they will send his
10 final paycheck in the mail.

11 44. During another conversation in March of 2018, when PLAINTIFF ROSS
12 complained to his manager/supervisor Christian about the fraudulent activities and
13 indicated he refused to engage in such activities, Christian informed PLAINTIFF
14 ROSS again that he had to continue with such activities if he wanted to continue
15 working there and that Christian will just fire PLAINTIFF ROSS "at will" if he
16 continues to complain.

17 45. On or about March 15, 2019, PLAINTIFF ROSS sent an email to the
18 owner, David Pedder, informing him of such illegal activities, which was never
19 responded to nor investigated.

20 46. On or about April 8, 2019, PLAINTIFF ROSS attempted to submit a two
21 weeks' resignation notice that indicated that the reason is because he does not want
22 to commit fraud.

23 47. DEFENDANT COMPANY, by and through its manager and supervisor
24 Christian, refused to accept PLAINTIFF ROSS' resignation with such a comment
25 and shredded the notice in order to destroy any evidence of PLAINTIFF ROSS
26 reporting the fraudulent activity.

27 48. Christian then forged a false two weeks' notice resignation that did not

1 contain the complaint about fraudulent activity, falsely checked the box showing
2 the reason was to look for other employment, and then forged PLAINTIFF ROSS'
3 signature.

4 49. Approximately two days later, on or about April 10, 2019, PLAINTIFF
5 ROSS again refused to place metal shavings into a transmission and informed his
6 manager Steve that he is refusing to commit fraud.

7 50. Promptly thereafter, DEFENDANT COMPANY, by and through its
8 manager and supervisor Steve, fired PLAINTIFF ROSS.

9 51. The reasons given by DEFENDANT COMPANY for its termination of
10 PLAINTIFF ROSS were false and pretextual in order to cover up the fact that it
11 was terminating PLAINTIFF ROSS as retaliation for his complaints as to the
12 illegal activity of DEFENDANT COMPANY and for his refusal to engage in such
13 illegal activity, and also to perpetrate a cover up of the illegal activity by
14 attempting to taint PLAINTIFF ROSS' reputation and character.

15 52. Additionally, DEFENDANT COMPANY, by and through its managers
16 and supervisors Christian, Steve, and Marcos, have implemented an illegal policy
17 of requiring employees to sign an affirmation that they have not been the recipient
18 of any discriminatory behavior by DEFENDANT COMPANY or its employees in
19 order to receive their paychecks.

20 53. Anytime PLAINTIFF ROSS attempted to refuse to sign the form as a
21 condition precedent of receiving his paychecks, he was told he would not receive
22 his paycheck and was told he would be suspended without pay or terminated.

23 54. PLAINTIFF ROSS reasonably perceived it was illegal and in violation of
24 applicable California Labor Codes for DEFENDANT COMPANY to withhold his
25 pay as a condition upon him signing the affirmation, and also reasonably believed
26 it was illegal and in violation of applicable California Labor Codes for
27 DEFENDANT COMPANY to threaten any employee who indicates a refusal to

1 sign the form as a condition precedent to receiving their rightfully owed wages.

2 55.As such, each time that PLAINTIFF ROSS attempted to refuse to abide
3 by such unlawful conditions precedent to receiving his rightfully owed wages and
4 in turn was threatened that he would not receive his pay or would be suspended
5 without pay or would be terminated amounts to a separate and independent act of
6 retaliation for reporting and resisting such illegal actions.

7 56.Furthermore, as a direct and proximate result of the above unlawful
8 actions, PLAINTIFFS RUIZ-JIMINEZ and ROSS both have suffered, and
9 continue to suffer, loss of wages, loss of benefits, expenses, loss of business
10 opportunity, and loss of earnings in amount yet ascertained, but subject to proof at
11 trial in amounts in excess of the minimum jurisdiction of this Court.

12 57.Furthermore, as a direct and proximate result of the above unlawful
13 actions, PLAINTIFFS RUIZ-JIMINEZ and ROSS both have suffered, and
14 continue to suffer, mental anguish and emotional distress including, but not limited
15 to, nervousness, embarrassment, feelings of shame, feelings of sadness, feelings of
16 despair, humiliation, loss of feelings of self-worth, and loss of sleep, among others.

17 58.PLAINTIFFS both are informed and believe, and based thereon allege,
18 that DEFENDANTS have engaged in other illegal and wrongful acts, which are
19 currently unknown to PLAINTIFS. Upon discovery of such acts, PLAINTIFFS
20 will amend this complaint to allege these unknown illegal and wrongful acts and
21 omissions committed by DEFENDANTS.

22 59.To the extent that any of the above actions is based upon the conduct of
23 executives, managers, and supervisors, DEFENDANT COMPANY knew about
24 such conduct and ratified such conduct, and did so with the wrongful intent to
25 injure PLAINTIFFS and in conscious disregard of PLAINTIFFS' rights.

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1 **FIRST CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**
3 **(Against all DEFENDANTS by and on behalf of both PLAINTIFFS)**

4 60. PLAINTIFFS repeat, re-allege, and incorporate by reference each of
5 the above paragraphs as though set forth fully herein.

6 61. "[W]hen an employer's discharge of an employee violates
7 fundamental principles of public policy, the discharged employee may maintain a
8 tort action and recover damages traditionally available in such actions." *Tameny v.*
9 *Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 170.

10 62. California Labor Code including but not limited to Section §1102.5,
11 recognize a fundamental public policy interest in all employees being free from
12 threats and coercion for disclosing information that they reasonably believe
13 discloses a violation of state or federal law or regulation, and free from threats,
14 incitement, and coercion to endure or suffer illegal activities as a part of their job
15 duties, in order to protect the California workforce as a whole.

16 63. PLAINTIFFS reported to DEFENDANT COMPANY (by reporting to
17 those with authority to investigate and correct illegal conduct) what they
18 reasonably believed to be illegal conduct, including the fraudulent repairs on the
19 transmissions and air conditioners, reported unlawful retaliation for discussing
20 working conditions with co-workers, reported unlawful retaliation for refusing to
21 perform mechanics work without receiving proper compensation for such work,
22 and reported threats of retaliation for the unlawful policy of requiring employees to
23 sign an affidavit of no discrimination as a condition precedent to receiving their
24 rightfully owed wages.

25 64. In response to either PLAINTIFF reporting the illegal conduct described
26 above, they were each threatened with suspension without pay and threats of
27 termination, and were actually suspended without pay and were actually

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1 terminated.

2 65. In response to either PLAINTIFF refusing to participate in and abide by
3 the illegal conduct described above, they were threatened with retaliation by way
4 of threats of being suspended without pay and threats of termination, and were
5 actually suspended without pay and were actually terminated.

6 66. As a result, DEFENDANT COMPANY terminated both PLAINTIFFS
7 under false and pretextual reasons in an attempt to prevent them from further
8 reporting these facts to either DEFENDANT COMPANY or to any governmental
9 regulatory agency.

10 67. DEFENDANT COMPANY'S discharge of PLAINTIFFS was wrongful
11 because it violated the public policy of the State of California to prohibit
12 employers from coercing or intimidating employees into performing, tolerating, or
13 abiding in illegal activity.

14 68. DEFENDANT COMPANY'S intentional conduct towards PLAINTIFFS
15 constitute a wrongful termination in violation of public policy, deserving of all
16 remedies to protect the public from similar wrongs, including but not limited to
17 economic damages, emotional distress damages, loss of use, liquidated and
18 statutory damages.

19 69. As a direct and proximate result of the foregoing actions of
20 DEFENDANTS, PLAINTIFFS have suffered mental anguish and emotional
21 distress.

22 70. Furthermore, as a direct and proximate result of the above unlawful
23 actions, PLAINTIFFS have suffered, and continues to suffer, loss of wages, loss of
24 benefits, expenses, loss of business opportunity, and loss of earnings in amount yet
25 ascertained, but subject to proof at trial in amounts in excess of the minimum
26 jurisdiction of this Court.

27 71. DEFENDANTS' actions were willful, malicious, fraudulent and

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1 oppressive, and were committed with the wrongful intent to injure PLAINTIFFS
2 and in conscious disregard of PLAINTIFFS' rights, which entitles PLAINTIFFS to
3 exemplary and/or punitive damages in an amount to be proven at trial.

4 72.To the extent that any violations of the above cause of action is based
5 upon the conduct of executives, managers, and supervisors, DEFENDANT
6 COMPANY knew about such conduct and ratified such conduct, and did so with
7 the wrongful intent to injure PLAINTIFFS and in conscious disregard of
8 PLAINTIFFS' rights.

9 **SECOND CAUSE OF ACTION**

10 **Retaliation for Reporting and Resisting Illegal Conduct**

11 California Labor Code §1102.5

12 **(Against all DEFENDANTS by an on behalf of both PLAINTIFFS)**

13 73. PLAINTIFFS repeat, re-allege, and incorporate by reference each of
14 the above paragraphs as though set forth fully herein.

15 74.This cause of action is based on California Labor Code section 1102.5,
16 including but not limited to, subsection §1102.5(b) which prohibits “an employer,
17 or person acting on behalf of the employer, shall not retaliate against an employee
18 for disclosing information, or because the employer believes that the employee
19 disclosed or may disclose information, [...] if the employee has reasonable cause
20 to believe that the information discloses a violation of state or federal statute, or a
21 violation of or noncompliance with a local, state, or federal rule or regulation[.]”
22 Cal. Labor Code § 1102.5(b)

23 75.Additionally, based upon the Labor Code provision that, “An employer,
24 or any person acting on behalf of the employer, shall not retaliate against an
25 employee for refusing to participate in an activity that would result in a violation of
26 state or federal statute, or a violation of or noncompliance with a local, state, or
27 federal rule or regulation.” Cal. Labor Code § 1102.5(c).

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1 76.PLAINTIFFS reported to DEFENDANT COMPANY (by reporting to
2 those with authority to investigate and correct illegal conduct) what they
3 reasonably believed to be illegal conduct, including the fraudulent repairs on the
4 transmissions and air conditioners, reported unlawful retaliation for discussing
5 working conditions with co-workers, reported unlawful retaliation for refusing to
6 perform mechanics work without receiving proper compensation for such work,
7 and reported threats of retaliation for the unlawful policy of requiring employees to
8 sign an affidavit of no discrimination as a condition precedent to receiving their
9 rightfully owed wages.

10 77.In response to either PLAINTIFF reporting the illegal conduct described
11 above, they were each threatened with suspension without pay and threats of
12 termination, and were actually suspended without pay and were actually
13 terminated.

14 78.In response to either PLAINTIFF refusing to participate in and abide by
15 the illegal conduct described above, they were threatened with retaliation by way
16 of threats of being suspended without pay and threats of termination, and were
17 actually suspended without pay and were actually terminated.

18 79.As a result, DEFENDANT COMPANY terminated both PLAINTIFFS
19 under false and pretextual reasons in an attempt to prevent them from further
20 reporting these facts to either DEFENDANT COMPANY or to any governmental
21 regulatory agency.

22 80.Each action of retaliation for each instance of reporting and refusing to
23 abide by illegal conduct amounts to a separate and independent act of unlawful
24 retaliation.

25 81.As a direct and proximate result of the foregoing actions of
26 DEFENDANTS, PLAINTIFFS have suffered mental anguish and emotional
27 distress.

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1 82. Furthermore, as a direct and proximate result of the above unlawful
2 actions, PLAINTIFFS have suffered, and continues to suffer, loss of wages, loss of
3 benefits, expenses, loss of business opportunity, and loss of earnings in amount yet
4 ascertained, but subject to proof at trial in amounts in excess of the minimum
5 jurisdiction of this Court.

6 83. DEFENDANT COMPANY'S actions were willful, malicious, fraudulent
7 and oppressive, and were committed with the wrongful intent to injure
8 PLAINTIFFS and in conscious disregard of PLAINTIFFS' rights and
9 DEFENDANT EMPLOYERS' obligations, which entitles PLAINTIFFS to
10 exemplary and/or punitive damages in an amount to be proven at trial.

11 84. Additionally, PLAINTIFFS pray that each and every retaliatory act by
12 DEFENDANT COMPANY, through the acts of its agents, and managers, is
13 subject to, "in addition to other penalties, an employer that is a corporation or
14 limited liability company is liable for a civil penalty not exceeding ten thousand
15 dollars (\$10,000) for each violation of this section." Cal. Labor Code § 1102.5(f).

16 85. PLAINTIFFS requests the interest, attorneys' fees, costs, damages, and
17 other remedies in an amount to be proven at trial.

18 86. DEFENDANTS' actions were willful, malicious, fraudulent and
19 oppressive, and were committed with the wrongful intent to injure PLAINTIFFS
20 and in conscious disregard of PLAINTIFFS' rights, which entitles PLAINTIFFS to
21 exemplary and/or punitive damages in an amount to be proven at trial.

22 87. To the extent that any violations of the above cause of action is based
23 upon the conduct of executives, managers, and supervisors, DEFENDANT
24 COMPANY knew about such conduct and ratified such conduct, and did so with
25 the wrongful intent to injure PLAINTIFF and in conscious disregard of
26 PLAINTIFF'S rights.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, each PLAINTIFF prays for judgment in each of their favor,
3 individually, against each DEFENDANT individually, and that each PLAINTIFF
4 be awarded the following:

- 5 1. That the Court find that the conduct of DEFENDANTS described above
6 was done with oppression and malice, and that any conduct of
7 PLAINTIFFS’ supervisors and managers were ratified by those other
8 individuals who were managing agents of DEFENDANTS. That these
9 unlawful acts were further ratified by DEFENDANTS, and were done with
10 a conscious disregard for the PLAINTIFFS’ rights and with the intent,
11 design and purpose of injuring the PLAINTIFFS. And that, by reason
12 thereof, the PLAINTIFFS are entitled to punitive or exemplary damages
13 against said Defendants, and each of them, for their acts as described in this
14 cause of action in a sum to be determined at the time of trial;
- 15 2. For penalties, special damages, and general damages in an amount to be
16 proven at trial;
- 17 3. For emotional distress damages;
- 18 4. For punitive damages as allowed by law;
- 19 5. Loss of income incurred and to be incurred according to proof, including
20 any and all damages flowing naturally therefrom;
- 21 6. Injunctive relief in the type and manner deemed appropriate by the Court,
22 such as mandatory training for supervisors;
- 23 7. For statutory damages;
- 24 8. For civil and statutory penalties pursuant to the California codes;
- 25 9. For prejudgment interest at the legal rate;
- 26 10. For penalties, special damages, and general damages in an amount to be
27 proven at trial;

1 11. For exemplary punitive damages in an amount sufficient to punish
2 DEFENDANTS for the wrongful conduct alleged herein and to deter such
3 conduct in the future; and,

4 12. That PLAINTIFFS be awarded costs and reasonable attorneys' fees; and

5 13. Such other and further relief as the Court may deem proper and just.

6 **TRIAL BY JURY**

7 Pursuant to the Seventh Amendment to the Constitution of the United States
8 of America, PLAINTIFFS re entitled to, and demand, a trial by jury.

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10 Dated: August 2, 2019

SEMNR & HARTMAN, LLP

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13 By: Jared M. Hartman
14 Jared M. Hartman, Esq.
15 Attorneys for Plaintiffs,
16 JEFFREY RUIZ-JIMINEZ
17 and JUSTIN ROSS
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