

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Rupert Byrdsong

1 Bruce Kokozyan, Esq. (SBN No. 195723)
2 **KOKOZIAN LAW FIRM, APC**
3 9440 South Santa Monica Boulevard, Suite 510
4 Beverly Hills, California 90210
5 Telephone Number: (323) 857-5900
6 Fax Number: (310) 275-6301
7 bkokozyan@kokozyanlawfirm.com

8 Attorneys for Plaintiff
9 JOE ROSE

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES, CENTRAL**

12 JOE ROSE, an individual) CASE NO.: 20STCV29505

13) COMPLAINT FOR:

14 Plaintiff,

15) (1) EMPLOYMENT DISCRIMINATION
16) BECAUSE OF DISABILITY (Cal. Govt.
17) Code §12900, et seq.);

18 v.

19) (2) FAILURE TO REASONABLY
20) ACCOMMODATE DISABILITY (Cal. Govt.
21) Code §12900, et seq.);

22 ONNI PROPERTIES LLC, an Arizona
23 Limited Liability Company; APRIANO
24 MEOLA, an Individual and DOES 1 through
25 100, Inclusive

26) (3) FAILURE TO ENGAGE IN A TIMELY,
27) GOOD FAITH, INTERACTIVE PROCESS
28) WITH EMPLOYEE WITH A DISABILITY
(Cal. Govt. Code §12900, et seq.);

Defendants.

(4) WRONGFUL TERMINATION (Cal. Govt. Code §12900, et seq.);

(5) RETALIATION (Cal. Govt. Code §12900, et seq.);

(6) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;

(7) RETALIATION FOR REQUESTING/TAKING CFRA LEAVE (Cal. Govt. Code §12900, et seq.);

(8) FAILURE TO PROVIDE CFRA LEAVE (Cal. Govt. Code §12900, et seq.);

-) (9) INTERFERENCE WITH CFRA LEAVE
(Cal. Govt. Code §12900, et seq.)
-)
-) (10) DEFAMATION
-)
-) (11) VIOLATION OF LABOR CODE § 6310-11
-)
-) (12) HOUSING DISCRIMINATION ON THE
BASIS OF DISABILITY (Cal. Govt.
Code §12900, et seq.);
-)
-) (13) BREACH OF WRITTEN CONTRACT
-)
-) (14) FAILURE TO PAY WAGES
-)
-) (15) VIOLATION OF LABOR CODE § 203

DEMAND FOR JURY TRIAL

COMES NOW plaintiff JOE ROSE (hereinafter “ROSE” or “Plaintiff”) who complains and alleges as follows:

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff, ROSE is and was, at all times relevant herein, an individual residing in the County of Los Angeles, State of California. This complaint seeks redress because Defendant Onni Properties LLC (“ONNI”) terminated a long-term exemplary employee solely because he wanted a safe working environment and because his wife has a disability. As the world is dealing with an unprecedented pandemic, Onni recklessly and maliciously placed the health and safety of their employees, as well as their employees’ families at risk. This is not tolerated under any standard of human decency but also not under California law.

2. Plaintiff is informed and believes, and thereon alleges, that, at all times herein mentioned, defendant ONNI was an Arizona Limited Liability Company doing business in the County of Los Angeles, State of California. ONNI regularly employs five or more employees within the state of California and falls within the requirement of FEHA and Government Code §12900, et. seq.

3. Plaintiff ROSE is and was, at all times relevant hereto an employee of defendants ONNI

1 and DOES 1-100 [hereinafter referred to collectively as Defendants] until Plaintiff's termination.
2 Defendants ONNI and DOES 1-100 were joint employers of Plaintiff in that they were operating as a
3 joint enterprise and both suffered and permitted Plaintiff to work for each and both of them; controlled
4 Plaintiff's hours and working conditions; Controlled Plaintiff's wages; Both ONNI and DOES 1-100
5 made the decision to hire and fire Plaintiff and therefore jointly employed PLAINTIFF.

6 4. Defendant APRIANO MEOLA is an individual who, on information and belief, is and
7 was an employee and/or managing agent of Defendants. Defendant APRIANO MEOLA, on
8 information and belief, resides in the County of Los Angeles, is a citizen of the state of California.
9 Plaintiff ROSE was associated through his wife with a disabled person. Due to Plaintiff's association,
10 Plaintiff is entitled to protection under California Department Fair Employment and Housing Act under
11 California Government Code §12900 et seq. (hereinafter "FEHA") and California common law.

12 5. DEFENDANTS employed Plaintiff during the time period of Plaintiff's association with
13 a disabled person until Defendants terminated Plaintiff's employment due to Plaintiff's association with
14 a disabled person, request for an accommodation, Plaintiff's report/complaint of unsafe working
15 conditions, the fact that he notified DEFENDANTS of a California Family Rights Act (hereinafter
16 "CFRA") qualifying event and to avoid engaging in the interactive process with Plaintiff.

17 6. The true names and capacities, whether individual, corporate, or associate, or otherwise,
18 of the Defendants named herein as DOES 1 through 100, inclusive, are unknown to Plaintiff, who
19 therefore sues said Defendants by such fictitious names pursuant to California Code of Civil Procedure
20 § 474, and Plaintiff will amend this complaint to show their true names and capacities when the same
21 have been ascertained. Plaintiff is informed and believes and based upon such information and belief,
22 alleges that all defendants sued herein as DOES are in some manner responsible for the acts herein
23 alleged and that Plaintiff's damages were proximately caused by their conduct.

24 7. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
25 herein, each of the Defendants was the agent, principal, employee, employer, representative, joint
26 venture or co-conspirator of each of the other Defendants, either actually or ostensibly, and in doing the

1 things alleged herein acted within the course and scope of such agency, employment, joint venture and
2 conspiracy.

3 8. All of the acts and conduct herein and below described of each and every corporate
4 defendant was duly authorized, ordered, and directed by the respective and collective defendant
5 corporate employers, and the officers and management-level employees of said corporate employers. In
6 addition thereto, said corporate employers participated in the aforementioned acts and conduct of their
7 said employees, agents and representatives, the defendant corporation respectively and collectively
8 ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of
9 each and all of the said acts and conduct of the aforementioned corporate employers, agents, and
10 representatives.

11 9 Plaintiff began to work for Defendants on or around May 01, 2019.

12 10. At all times herein, mentioned Plaintiff was qualified for and was able to perform the
13 essential job duties. Indeed, Plaintiff performed exemplary during his employment with Defendants.
14 Plaintiff was highly sought after in the job market. The terms and conditions of Plaintiff's employment
15 included being able to live in an apartment in downtown Los Angeles owned by Defendants.

16 11. Defendants wished to reopen their offices after initially closing their businesses due to
17 the Covid-19 pandemic. Plaintiff informed Defendants that they would have to follow state and federal
18 guidelines. Plaintiff made it clear that failure to follow these guidelines could be illegal and/or would
19 result in a space unsafe for employees. Defendants did not appreciate this, and these
20 report(s)/complaint(s) were a substantial motivating reason for Plaintiff's termination.

21 12. At all times relevant, Plaintiff's wife is and was a type 1 diabetic. This was known to
22 Defendants. Plaintiff requested a reasonable accommodation to continue working from home in order to
23 keep his wife safe from possible exposure to Covid-19. Further, Plaintiff was assisting his wife with his
24 medical care/treatment for her disability. To literally add insult to injury, during Plaintiff's
25 employment, Plaintiff was Defamed by Defendants including Defendant APRIANO MEOLA, while he
26 was acting within the course and scope of his employment with Defendants. MEOLA stated Plaintiff

1 was not performing competently in his employment; that Plaintiff was not working from home at all
2 and that Plaintiff did not legitimately need to work from home but in essence wanted a paid vacation.

3 13. Plaintiff's report(s)/complaint(s) of unsafe working conditions, request for an
4 accommodation and his notifying Defendants of a CFRA qualifying event led Defendants to label
5 Plaintiff "not a team player" and that his requests/complaints were a problem. Plaintiff was explicitly
6 told Defendants would not want to accommodate him. His employment was summarily terminated on
7 or around June 05, 2020.

8 14. Plaintiff timely filed complaint(s) with the Department of Fair Employment and Housing
9 against Defendants and obtained the Notice(s) of Right to Sue.

10 **FIRST CAUSE OF ACTION**

11 **(EMPLOYMENT DISCRIMINATION BECAUSE OF DISABILITY AGAINST ONNI AND**

12 **DOES 1-100)**

13 15. Plaintiff realleges and incorporates by reference all of the allegations
14 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

15 16. Defendants, and each of them, discriminated against Plaintiff by treating Plaintiff
16 differently and terminating Plaintiff's employment because of Plaintiff's association with a disabled
17 person.

18 17. Defendants actions were in violation of the FEHA, California Government Code
19 §12900, et seq.

20 18. At all times prior to his termination Plaintiff was an employee within the meaning of
21 California Government Code §12926 and at all times during Plaintiff 's employment Plaintiff
22 performed in a competent, satisfactory manner.

23 19. Plaintiff is informed and believes and based thereon alleges that in addition to the
24 practices enumerated above, Defendants may have engaged in other discriminatory practices against
25 Plaintiff which are not yet fully known. At such time as such discriminatory practices become known,
26 Plaintiff will seek leave of Court to amend this Complaint in that regard.

1 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

2 26. Defendants, and each of them, discriminated against Plaintiff by failing to reasonably
3 accommodate Plaintiff despite Plaintiff's request for reasonable accommodations, in violation of the
4 FEHA.

5 27. At all times Plaintiff was an employee within the meaning of Cal. Govt. Code
6 §12926 and at all times during Plaintiff's employment Plaintiff performed in a competent, satisfactory
7 manner. Plaintiff is informed and believes that the reasonable accommodation which Plaintiff
8 requested from Defendants would not have created an undue burden for Defendants.

9 28. Plaintiff is informed and believes and based thereon alleges that in addition to the
10 practices enumerated above, Defendants may have engaged in other discriminatory practices against
11 Plaintiff which are not yet fully known. At such time as such discriminatory practices become known
12 to Plaintiff, Plaintiff will seek leave of Court to amend this Complaint in that regard.

13 29. Plaintiff filed Charges of Discrimination with the DFEH. Plaintiff has exhausted the
14 administrative remedies, received the Notice of Right to Sue letter and timely files this action.

15 30. As a direct and proximate result of Defendants' willful, knowing and intentional
16 discrimination against him, Plaintiff has sustained, and continues to sustain, loss of earnings, the full
17 nature and extent of which are presently unknown to Plaintiff, who therefore, will seek leave of court to
18 amend the complaint at such time as these damages are fully ascertained.

19 31. As a further direct and proximate result of Defendants' discriminatory conduct and
20 actions against Plaintiff in violation of Government Code § 12900 et. seq. as heretofore described,
21 Plaintiff has been damaged and deprived of the security, solace and peace of mind for which Plaintiff
22 entered the employment relationship with Defendants, and each of them, thereby causing Plaintiff to
23 suffer emotional and mental distress, anguish, embarrassment and humiliation, all to Plaintiff's general
24 damages in an amount according to proof at trial, but in excess of the jurisdictional amount of this
25 court.

26 32. Plaintiff further requests attorney fees be awarded pursuant to California Government
27

1 Code §12965.

2 33. Plaintiff is informed and believes and based thereon alleges that the outrageous conduct
3 of Defendants described above was done with malice, fraud and oppression and with conscious
4 disregard for Plaintiff's rights and with the intent, design and purpose of injuring Plaintiff. Defendants,
5 through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the
6 unlawful conduct of all of the other Defendants named in this action. By reason thereof, Plaintiff is
7 entitled to punitive or exemplary damages from all Defendants in a sum according to proof at trial.

8 **THIRD CAUSE OF ACTION**

9 **(FAILURE TO ENGAGE IN A TIMELY, GOOD FAITH, INTERACTIVE PROCESS**

10 **WITH AN EMPLOYEE WITH A DISABILITY**

11 **AGAINST ONNI AND DOES 1-100)**

12 34. Plaintiff realleges and incorporates by reference all of the allegations
13 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

14 35. Defendants, and each of them, discriminated against Plaintiff by failing to engage in a
15 timely, good faith, interactive process with Plaintiff to determine reasonable accommodations in
16 response to Plaintiff's request in violation of California Government Code §12940(n).

17 36. At all times Plaintiff was an employee within the meaning of California Govt. Code
18 §12926 and at all times during employment performed in a competent, satisfactory manner.

19 37. Plaintiff is informed and believes and based thereon alleges that in addition to the
20 practices enumerated above, Defendants may have engaged in other discriminatory practices against
21 Plaintiff which are not yet fully known. At such time as such discriminatory practices become known,
22 Plaintiff will seek leave of Court to amend this Complaint in that regard.

23 38. Plaintiff filed Charges of Discrimination with the DFEH. Plaintiff has exhausted
24 administrative remedies, received the Notice of Right to Sue letter and timely files this action.

25 39. As a direct and proximate result of Defendants' willful, knowing and intentional
26 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, loss of earnings and

1 benefits, the full nature and extent of which are presently unknown to Plaintiff, who therefore, will seek
2 leave of court to amend Plaintiff's complaint at such time as these damages are fully ascertained.

3 40. As a further direct and proximate result of Defendants' discriminatory conduct and
4 actions against Plaintiff in violation of Government Code § 12900 et. seq. as heretofore described,
5 Plaintiff has been damaged and deprived of the security, solace and peace of mind for which Plaintiff
6 entered the employment relationship with Defendants, and each of them, thereby causing Plaintiff to
7 suffer emotional and mental distress, anguish, embarrassment and humiliation, all to Plaintiff's general
8 damages in an amount according to proof at trial, but in excess of the jurisdictional amount of this
9 court.

10 41. Plaintiff further requests attorney fees be awarded pursuant to California Government
11 Code §12965.

12 42. Plaintiff is informed and believes and based thereon alleges that the outrageous conduct
13 of Defendants described above was done with malice, fraud and oppression and with conscious
14 disregard for Plaintiff's rights and with the intent, design and purpose of injuring Plaintiff. Defendants,
15 through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the
16 unlawful conduct of all of the other Defendants named in this action. By reason thereof, Plaintiff is
17 entitled to punitive or exemplary damages from all Defendants in a sum according to proof at trial.

18 **FOURTH CAUSE OF ACTION**

19 **(WRONGFUL TERMINATION IN VIOLATION OF**

20 **CALIFORNIA GOVERNMENT CODE SECTION 12900 ET SEQ.**

21 **AGAINST ONNI AND DOES 1-100))**

22 43. Plaintiff realleges and incorporates by reference all of the allegations
23 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

24 44. Plaintiff is informed and believes that Plaintiff's employment was terminated as a result
25 of Plaintiff's association with a person with or perceived to have a disability, and/or his request/taking
26 his rights under CFRA in violation of Government Code §12900, et seq.

1 disregard for Plaintiff's rights and with the intent, design and purpose of injuring Plaintiff. Defendants,
2 through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the
3 unlawful conduct of all of the other Defendants named in this action. By reason thereof, Plaintiff is
4 entitled to punitive or exemplary damages from all Defendants in a sum according to proof at trial.

5 **SIXTH CAUSE OF ACTION**

6 **(WRONGFUL TERMINATION IN VIOLATION**

7 **OF PUBLIC POLICY AGAINST ONNI AND DOES 1-100))**

8 59. Plaintiff realleges and incorporates by reference all of the allegations contained in the
9 preceding paragraphs of this Complaint as though fully set forth herein.

10 60. Plaintiff's employment was terminated by Defendants as a result of Plaintiff's
11 association with a disabled person and his report(s)/complaint(s) of unsafe working conditions.

12 61. It is the substantial and fundamental public policy of the State of California as expressed
13 in Americans with Disabilities Act, Federal Statutes, FEHA, CFRA, California Labor Code §§ 6310-11
14 and California Constitution that individuals shall not be terminated from their employment on the basis
15 of their association with disabled persons and/or reporting/complaining unsafe working conditions.

16 62. As a direct and proximate result of Defendants' termination of Plaintiff in violation of
17 the public policy of the State of California, Plaintiff has suffered and will continue to suffer pain and
18 suffering, and extreme and severe mental anguish and emotional distress and has suffered and will
19 continue to suffer a loss of earnings and other employment benefits and job opportunities. Plaintiff is
20 thereby entitled to general and compensatory damages in amounts to be proven at trial.

21 63. As a direct and proximate result of Defendants' willful, knowing and intentional
22 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, loss of earnings, the
23 full nature and extent of which are presently unknown to Plaintiff, who therefore, will seek leave of
24 court to amend Plaintiff's complaint at such time as these damages are fully ascertained.

25 64. Plaintiff is informed and believes and based thereon alleges that the outrageous conduct
26 of Defendants described above was done with malice, fraud and oppression and with conscious

1 disregard for Plaintiff's rights and with the intent, design and purpose of injuring Plaintiff. Defendants,
2 through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the
3 unlawful conduct of all of the other Defendants named in this action. By reason thereof, Plaintiff is
4 entitled to punitive or exemplary damages from all Defendants in a sum according to proof at trial.

5 **SEVENTH CAUSE OF ACTION**

6 **(RETALIATION FOR TAKING/REQUESTING CFRA LEAVE**

7 **AGAINST ONNI AND DOES 1-100).**

8 65. Plaintiff realleges and incorporates by reference all of the allegations contained in the
9 preceding paragraphs of this Complaint as though fully set forth herein.

10 66. Plaintiff had been employed by Defendants for at least 12 months as of the date
11 he requested leave and had at least 1250 hours of service to Defendants during the 12-month period
12 immediately preceding the request for leave and employed at a worksite of Defendants where
13 Defendants employed at least 50 employees within 75 miles.

14 67. Plaintiff requested CFRA leave from Defendant or to care for a spouse who has a serious
15 health condition. Defendants terminated Plaintiff's employment after he notified them of a CFRA
16 qualifying event in violation of California Government Code §12945.2.

17 68. Defendants terminated Plaintiff for taking CFRA leave under CFRA, failed to provide
18 him with CFRA leave and interfered with his statutory right to do so and retaliated against him for
19 taking and/or requesting CFRA leave.

20 69. Plaintiff is informed and believes and based thereon alleges that in addition to the
21 practices enumerated above, Defendants may have engaged in other discriminatory practices against
22 Plaintiff which are not yet fully known. At such time as such discriminatory practices become known,
23 Plaintiff will seek leave of Court to amend this Complaint in that regard. Plaintiff filed Charges of
24 Discrimination with the DFEH. Plaintiff has exhausted administrative remedies, received the Notice of
25 Right to Sue letter and timely files this action.

26 70. As a direct and proximate result of Defendants' willful, knowing and intentional

1 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, loss of earnings and
2 benefits, the full nature and extent of which are presently unknown to Plaintiff, who therefore, will seek
3 leave of court to amend Plaintiff's complaint at such time as these damages are fully ascertained.

4 71. As a further direct and proximate result of Defendants' discriminatory conduct and
5 actions against Plaintiff in violation of Government Code § 12900 et. seq. as heretofore described,
6 Plaintiff has been damaged and deprived of the security, solace and peace of mind for which Plaintiff
7 entered the employment relationship with Defendants, and each of them, thereby causing Plaintiff to
8 suffer emotional and mental distress, anguish, embarrassment and humiliation, all to Plaintiff's general
9 damages in an amount according to proof at trial, but in excess of the jurisdictional amount of this
10 court. Plaintiff further suffered special damages of past and future medical expenses in an amount
11 according to proof at trial.

12 72. Plaintiff further requests attorney fees be awarded pursuant to California Government
13 Code §12965.

14 73. Plaintiff is informed and believes and based thereon alleges that the outrageous conduct
15 of Defendants described above was done with malice, fraud and oppression and with conscious
16 disregard for Plaintiff's rights and with the intent, design and purpose of injuring Plaintiff. Defendants,
17 through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the
18 unlawful conduct of all of the other Defendants named in this action. By reason thereof, Plaintiff is
19 entitled to punitive or exemplary damages from all Defendants in a sum according to proof at trial.

20 **EIGHTH CAUSE OF ACTION**

21 **(FAILURE TO PROVIDE CFRA LEAVE AGAINST ONNI AND DOES 1-100)**

22 74. Plaintiff realleges and incorporates by reference all of the allegations contained in the
23 preceding paragraphs of this Complaint as though fully set forth herein.

24 75. Plaintiff had been employed by Defendants for at least 12 months as of the date he
25 requested leave and had at least 1250 hours of service to Defendants during the 12 month period
26 immediately preceding the request for leave and employed at a worksite of Defendants where

1 Defendants employed at least 50 employees within 75 miles. Plaintiff requested CFRA leave from
2 Defendant to care for a spouse who has a serious health condition. Defendants terminated Plaintiff's
3 employment after he notified them of a CFRA qualifying event in violation of California Government
4 Code §12945.2.

5 76. Defendants terminated Plaintiff for taking CFRA leave under CFRA, failed to provide
6 him with CFRA leave and interfered with his statutory right to do so and retaliated against his for
7 taking and/or requesting CFRA leave.

8 77. Plaintiff is informed and believes and based thereon alleges that in addition to the
9 practices enumerated above, Defendants may have engaged in other discriminatory practices against
10 Plaintiff which are not yet fully known. At such time as such discriminatory practices become known,
11 Plaintiff will seek leave of Court to amend this Complaint in that regard. Plaintiff filed Charges of
12 Discrimination with the DFEH. Plaintiff has exhausted administrative remedies, received the Notice of
13 Right to Sue letter and timely files this action.

14 78. As a direct and proximate result of Defendants' willful, knowing and intentional
15 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, loss of earnings and
16 benefits, the full nature and extent of which are presently unknown to Plaintiff, who therefore, will seek
17 leave of court to amend Plaintiff's complaint at such time as these damages are fully ascertained.

18 79. As a further direct and proximate result of Defendants' discriminatory conduct and
19 actions against Plaintiff in violation of Government Code § 12900 et. seq. as heretofore described,
20 Plaintiff has been damaged and deprived of the security, solace and peace of mind for which Plaintiff
21 entered the employment relationship with Defendants, and each of them, thereby causing Plaintiff to
22 suffer emotional and mental distress, anguish, embarrassment and humiliation, all to Plaintiff's general
23 damages in an amount according to proof at trial, but in excess of the jurisdictional amount of this
24 court. Plaintiff further suffered special damages of past and future medical expenses in an amount
25 according to proof at trial.

26 80. Plaintiff further requests attorney fees be awarded pursuant to California Government

1 Code §12965.

2 81. Plaintiff is informed and believes and based thereon alleges that the outrageous conduct
3 of Defendants described above was done with malice, fraud and oppression and with conscious
4 disregard for Plaintiff's rights and with the intent, design and purpose of injuring Plaintiff. Defendants,
5 through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the
6 unlawful conduct of all of the other Defendants named in this action. By reason thereof, Plaintiff is
7 entitled to punitive or exemplary damages from all Defendants in a sum according to proof at trial.

8 **NINTH CAUSE OF ACTION**
9 **(INTERFERENCE WITH CFRA LEAVE**
10 **AGAINST ONNI AND DOES 1-100)**

11 82. Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs of this Complaint as though fully set forth herein. Plaintiff had been employed by
13 Defendants for at least 12 months as of the date he requested leave and had at least 1250 hours of
14 service to Defendants during the 12 month period immediately preceding the request for leave and
15 employed at a worksite of Defendants where Defendants employed at least 50 employees within 75
16 miles.

17 83. Plaintiff requested CFRA leave from Defendant to care for a spouse who has a serious
18 health condition. Defendants terminated Plaintiff's employment after he notified them of a CFRA
19 qualifying event in violation of California Government Code §12945.2.

20 84. Defendants terminated Plaintiff for taking CFRA leave under CFRA, failed to provide
21 him with CFRA leave and interfered with his statutory right to do so and retaliated against him for
22 taking and/or requesting CFRA leave. Rather than providing Plaintiff a protected leave of absence,
23 Plaintiff was instead terminated.

24 85. Plaintiff is informed and believes and based thereon alleges that in addition to the
25 practices enumerated above, Defendants may have engaged in other discriminatory practices against
26 Plaintiff which are not yet fully known. At such time as such discriminatory practices become known,

1 Plaintiff will seek leave of Court to amend this Complaint in that regard. Plaintiff filed Charges of
2 Discrimination with the DFEH. Plaintiff has exhausted administrative remedies, received the Notice of
3 Right to Sue letter and timely files this action. As a direct and proximate result of Defendants' willful,
4 knowing and intentional discrimination against Plaintiff, Plaintiff has sustained, and continues to
5 sustain, loss of earnings and benefits, the full nature and extent of which are presently unknown to
6 Plaintiff, who therefore, will seek leave of court to amend Plaintiff's complaint at such time as these
7 damages are fully ascertained.

8 86. As a further direct and proximate result of Defendants' discriminatory conduct and
9 actions against Plaintiff in violation of Government Code § 12900 et. seq. as heretofore described,
10 Plaintiff has been damaged and deprived of the security, solace and peace of mind for which Plaintiff
11 entered the employment relationship with Defendants, and each of them, thereby causing Plaintiff to
12 suffer emotional and mental distress, anguish, embarrassment and humiliation, all to Plaintiff's general
13 damages in an amount according to proof at trial, but in excess of the jurisdictional amount of this
14 court. Plaintiff further suffered special damages of past and future medical expenses in an amount
15 according to proof at trial.

16 87. Plaintiff further requests attorney fees be awarded pursuant to California Government
17 Code §12965.

18 88. Plaintiff is informed and believes and based thereon alleges that the outrageous conduct
19 of Defendants described above was done with malice, fraud and oppression and with conscious
20 disregard for Plaintiff's rights and with the intent, design and purpose of injuring Plaintiff. Defendants,
21 through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the
22 unlawful conduct of all of the other Defendants named in this action. By reason thereof, Plaintiff is
23 entitled to punitive or exemplary damages from all Defendants in a sum according to proof at trial.

24 **TENTH CAUSE OF ACTION**

25 **(DEFAMATION**

26 **AGAINST ALL DEFENDANTS AND DOES 1-100)**

1 occupation and/or profession by exposing him to contempt, ridicule, or obloquy and/or caused him to
2 be shunned, avoided and even terminated.

3 93. As a direct, foreseeable, legal and proximate result of the herein described and alleged
4 publications and republications of the aforesaid false and unprivileged slanderous and defamatory
5 statements and/or insinuations of fact, Plaintiff has suffered substantial losses in earnings and job
6 benefits, as well as loss of his reputation, shame, mortification, humiliation, embarrassment, emotional
7 distress, mental anguish and discomfort, anxiety, trepidation, apprehension, panic, dread, fear, worry,
8 and hurt feelings all to his general damage in an amount not yet ascertained but to be proven at the time
9 of trial. As a further direct, foreseeable, legal and proximate result of the herein described and alleged
10 publications and republications Plaintiff has suffered special damages in his profession, occupation,
11 office and/or trade, all to his injury and damage in an amount to be proven at trial.

12 94. Said false and unprivileged slanderous and defamatory statements and/or insinuations of
13 fact were published and republished by ONNI and MEOLA, alleged, willfully, deliberately,
14 intentionally maliciously, oppressively and with ONNI's tacit and/or express authority, consent,
15 approval and/or ratification. Thus, the acts committed by ONNI and MEOLA, as herein alleged, were
16 and continue to be oppressive, deliberate, intentional and malicious. Said acts and conduct were also
17 carried out deliberately, intentionally and in conscious disregard of their probable outcome. Thus,
18 ONNI and MEOLA acted in a willful, deliberate and intentional manner and their conduct was and
19 continues to be despicable, malicious and outrageous in that it has caused and continues to cause
20 Plaintiff to needlessly suffer cruel and unjust hardship, thereby justifying an award of punitive damages
21 in an amount sufficient to deter them from ever engaging in such conduct again.

22 **ELEVENTH CAUSE OF ACTION**

23 **(VIOLATION OF LABOR CODE §§ 6310-11 AGAINST ONNI AND DOES**

24 **1-100)**

25 95. Plaintiff realleges and incorporates by reference all of the allegations
26 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

1 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

2 103. Defendants, and each of them, discriminated against Plaintiff by treating Plaintiff
3 differently and terminating Plaintiff's lease with Plaintiff because of Plaintiff's association with a
4 disabled person.

5 104. Defendants' actions were in violation of the FEHA, California Government Code
6 §12900, et seq.

7 105. At all times prior to his termination Plaintiff was a tenant within the meaning of FEHA.

8 106. Plaintiff is informed and believes and based thereon alleges that in addition to the
9 practices enumerated above, Defendants may have engaged in other discriminatory practices against
10 Plaintiff which are not yet fully known. At such time as such discriminatory practices become known,
11 Plaintiff will seek leave of Court to amend this Complaint in that regard.

12 107. Plaintiff filed Charges of Discrimination with the DFEH. Plaintiff has exhausted his
13 administrative remedies, received his Notices of Right to Sue letter, and timely files this action.

14 108. As a direct and proximate result of Defendants' willful, knowing and intentional
15 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, loss of earnings, the
16 full nature and extent of which are presently unknown to Plaintiff, who therefore, will seek leave of
17 court to amend Plaintiff's complaint at such time as these damages are fully ascertained.

18 109. As a further direct and proximate result of Defendants' discriminatory conduct and
19 actions against Plaintiff in violation of Government Code § 12900 et. seq. as heretofore described,
20 Plaintiff has been damaged and deprived of the security, solace and peace of mind for which Plaintiff
21 entered the employment relationship with Defendants, and each of them, thereby causing Plaintiff to
22 suffer emotional and mental distress, anguish, embarrassment and humiliation, all to Plaintiff's general
23 damages in an amount according to proof at trial, but in excess of the jurisdictional amount of this
24 court.

25 110. Plaintiff further requests attorney fees be awarded to Plaintiff pursuant to California
26 Government Code §12965.

1 119. Plaintiff performed work for Onni.

2 120. Onni owes Plaintiff wages under the terms and conditions of his employment with Onni.

3 121. Under the terms and conditions of Plaintiff's employment with Onni, Plaintiff's bonus
4 vested and/or was owed to him in the calendar month of May. The calendar month of May in the year
5 2020 has come and gone and Plaintiff has still not received his bonus.

6 122. The bonus was to be not less than twenty percent (20%) of Plaintiff's base salary, or forty-
7 five thousand dollars (\$45,000). Therefore, Onni owes Plaintiff at least forty-five thousand dollars
8 (\$45,000) of unpaid wages.

9 123. Plaintiff seeks attorney fees under Labor Code § 218.5 on this cause of action.

10 **FIFTEENTH CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE §203**

12 **AGAINST ONNI DOES 1-100**

13 124. Plaintiff incorporates by reference and realleges each and every one of the allegations
14 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

15 125. Labor Code §203 provides that if an employer willfully fails to pay, without abatement
16 or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is
17 discharged or who quits, the wages of the employee shall continue at the same rate for up to thirty (30)
18 days from the due date thereof, until paid or until action therefore is commenced.

19 126. Plaintiff is no longer employed by Defendants.

20 127. Defendants willfully failed to pay Plaintiff the entire wages due and owing at the time of
21 his termination and failed to pay those sums for thirty (30) days thereafter.

22 128. Defendants' willful failure to pay wages to Plaintiff violates Labor Code §203 because
23 Defendants knew or should have known wages were due to Plaintiff but failed to pay them.

24 129. Plaintiff is entitled to recovery pursuant to Labor Code §203, in the amount of his daily
25 wage multiplied by thirty (30) days.

26 130. Pursuant to CC §3287, Plaintiff seeks recovery of prejudgment interest on all amounts

1 recovered herein.

2 WHEREFORE, Plaintiff prays for Judgment against Defendants as follows:

- 3 1. For general, special and compensatory damages according to proof for all causes of
4 action;
- 5 2. For lost salary, both front and back pay, bonuses, benefits and any other benefits to
6 which Plaintiff would have been entitled to by reason of Plaintiff's employment with
7 Defendants, according to proof for all causes of action;
- 8 3. Punitive and exemplary damages against Defendants for all causes of action;
- 9 4. For prejudgment interest at the maximum rate allowed by law for all causes of action;
- 10 5. For attorneys' and expert fees pursuant to California Government Code §12965(b) for
11 the 1st, 2nd, 3rd, 4th, 5th, 7th 8th, 9th and 12th causes of action; and Labor Code § 218.5 for
12 the 14th cause of action.
- 13 6. For costs of suit incurred herein for all causes of action; and
- 14 7. For such other and further relief as the Court seems just and proper.

15
16 DATED: August 5, 2020

KOKOZIAN LAW FIRM, APC

17
18 By: _____


Bruce Kokozyan, Esq.
Attorneys for Plaintiff