

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Yolanda Orozco

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

BRYAN PEREZ, an individual,

Plaintiff,

v.

SUNSET AUTO REPAIR, INC., a
California Corporation; NESTER AVILA,
an individual; and DOES 1 THROUGH 20,
inclusive,

Defendants.

Case No.: 23STCV04623
Unlimited Jurisdiction

COMPLAINT

- 1. DISCRIMINATION BASED ON PROTECTED STATUS – DISABILITY;**
- 2. FAILURE TO ACCOMMODATE;**
- 3. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS;**
- 4. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION AND/OR RETALIATION;**
- 5. NONPAYMENT OF MINIMUM WAGES;**
- 6. NONPAYMENT OF REGULAR WAGES;**
- 7. NONPAYMENT OF OVERTIME COMPENSATION;**
- 8. FAILURE TO PROVIDE MEAL BREAKS;**
- 9. FAILURE TO PROVIDE REST PERIODS;**
- 10. WAITING TIME PENALTIES;**
- 11. NEGLIGENCE;**
- 12. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS; AND**
- 13. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

1 Plaintiff BRYAN PEREZ (“PLAINTIFF”) hereby files this Complaint against Defendants
2 SUNSET AUTO REPAIR, INC. (“SAR”), a California Corporation, NESTER AVILA
3 (“AVILA”), an individual, and DOES 1 THROUGH 20, inclusive (Collectively,
4 “DEFENDANTS”). PLAINTIFF is informed and believes, and on the basis of that information
5 and belief, alleges as follows:

6 **PARTIES**

7 1. PLAINTIFF is, and at all times material hereto was, an individual residing in the
8 County of Los Angeles in the State of California.

9 2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant SAR
10 is, and at all times material hereto was, a California corporation organized and existing under the
11 laws of the State of California and authorized to conduct business in the County of Los Angeles.

12 3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
13 AVILA is an individual conducting business in California and working in the County of Los
14 Angeles.

15 4. The true names and capacities of DOES 1 through 20, inclusive, whether individual,
16 corporate, associate, or otherwise, are unknown to PLAINTIFF at this time, who therefore sues
17 said defendants by such fictitious names; when the true names and capacities of such defendants
18 are ascertained, PLAINTIFF will seek leave of court to amend this Complaint to insert same.
19 PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is
20 responsible for each and every act and obligation hereinafter set forth.

21 5. PLAINTIFF is informed and believes and thereon alleges that each defendant
22 named in this Complaint now is, and was at all times herein mentioned, the agent, servant,
23 employee, representative, alter ego, members of and/or engaged in a joint venture, partnership and
24 common enterprise of the other defendants herein, and was at all such times acting within the
25 course and scope of said agency and employment and with the consent and permission of each of
26 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
27 other co-defendants, and each of them.

28 **JURISDICTION AND VENUE**

1 6. Jurisdiction is proper because, upon information and belief, plaintiff worked for
2 defendants in the state of California, and all actions relevant to this Complaint occurred in the State
3 of California.

4 7. Venue is proper in Los Angeles County because, upon information and belief, at
5 least some of the transactions that are the subject matter of this Complaint occurred therein and/or
6 each defendant is found, maintains office, transacts business, and/or has an agent therein.

7 **FACTS COMMON TO ALL CAUSES OF ACTION**

8 8. In or about 2010, PLAINTIFF began to work for SAR.

9 9. SAR is an auto repair shop hiring around 30 employees.

10 10. Through weekly direct deposits, PLAINTIFF was paid \$15.70/hour, his most recent
11 hourly rate.

12 11. PLAINTIFF regularly worked overtime and double time, and he often had to
13 worked on Saturday shifts, but not all these hours were recorded on his paystubs, nor were they
14 included in his paychecks.

15 12. PLAINTIFF and other employees similarly situated were typically not given
16 complaint meal and rest breaks. SAR's policy was for employees to take one hour break off-the-
17 clock which supposedly included two 15-minute rest breaks and one 30-minute lunch all lumped
18 together. But these breaks were often interrupted by work demands, and there were no second meal
19 breaks or third rest breaks for long shift.

20 13. PLAINTIFF was injured on the job and complained to SAR about his injury. But
21 he was not accommodated and forced to keep working.

22 14. Soon thereafter he was fired on or around March 21, 2020, he was the only
23 employee terminated during the COVID-19 pandemic despite of his seniority.

24 15. On April 8, 2021, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
25 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
26 Agency ("LWDA") and DEFENDANTS of the specific provisions of the labor Code alleged to
27 have been violated, including the facts and theories to support the alleged violation. As of the date
28 of filing this complaint, (more than 60 calendar days after PLAINTIFF's LWDA letters were

1 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
2 to investigate the alleged violations.

3 16. On April 8, 2021, PLAINTIFF filed a complaint with the Department of Fair
4 Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day.
5 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
6 Right to Sue notices.

7 **FIRST CAUSE OF ACTION**

8 **DISCRIMINATION IN VIOLATION**

9 **OF CALIFORNIA GOVERNMENT CODE §12940, ET SEQ**

10 **(PLAINTIFF against SAR and DOE 1 through 10)**

11 17. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
12 Complaint by reference as though fully set forth herein.

13 18. PLAINTIFF was an employee of DEFENDANTS.

14 19. During PLAINTIFF’s employment with DEFENDANTS, PLAINTIFF was
15 injured, and PLAINTIFF’s injury rendered PLAINTIFF disabled within the meaning for disability
16 under FEHA. DEFENDANTS herein were aware of PLAINTIFF’s injury and disability. However,
17 DEFENDANTS otherwise expected PLAINTIFF to work through the pain without treatment or
18 accommodation.

19 20. PLAINTIFF’s disability was a substantial motivating reason for DEFENDANTS’
20 conduct that caused the wrongful termination against PLAINTIFF.

21 21. As a substantial result of DEFENDANTS’ intentional acts, PLAINTIFF was
22 harmed. The exact amount of damage to PLAINTIFF shall be proved at trial.

23 22. PLAINTIFF believes that DEFENDANTS’ conducts described above were done
24 with malice, fraud and oppression and with conscious disregard for PLAINTIFF’s rights and with
25 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
26 punitive and exemplary damages.

27 23. In addition, PLAINTIFF is entitled to interest, penalties, attorney’s fees and costs,
28 among other damages against DEFENDANTS.

SECOND CAUSE OF ACTION

FAILURE TO ACCOMMODATE – DISABILITY DISCRIMINATION

IN VIOLATION OF GOVERNMENT CODE §12940(m)

(PLAINTIFF against SAR and DOE 1 through 10)

24. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

25. PLAINTIFF was employed as an employee by DEFENDANTS.

26. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability under FEHA.

27. DEFENDANTS herein were aware of PLAINTIFF's disability that limited PLAINTIFF's work activities.

28. PLAINTIFF was able to perform the essential duties of the position or a vacant alternative position to which PLAINTIFF could have been reassigned with reasonable accommodation for PLAINTIFF's disability.

29. However, DEFENDANTS failed to provide such reasonable accommodation for PLAINTIFF's disability. DEFENDANTS otherwise expected PLAINTIFF to work through the pain without treatment or accommodation.

30. As a substantial result of DEFENDANTS' failure to accommodate, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at trial.

31. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs, among other damages against DEFENDANTS.

THIRD CAUSE OF ACTION

FAILURE TO ENGAGE IN INTERACTIVE PROCESS

IN VIOLATION OF CALIFORNIA GOVERNMENT CODE §12940(n)

(PLAINTIFF against SAR and DOE 1 through 10)

32. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

1 33. PLAINTIFF was an employee of DEFENDANTS.

2 34. PLAINTIFF had a disability that was known to DEFENDANTS, and
3 PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability under
4 FEHA.

5 35. PLAINTIFF requested that DEFENDANTS make reasonable accommodation for
6 PLAINTIFF so that PLAINTIFF would be able to perform the essential job requirements.

7 36. PLAINTIFF was willing to participate in an interactive process to determine
8 whether reasonable accommodation could be made so that PLAINTIFF would be able to perform
9 the essential job requirements.

10 37. However, DEFENDANTS failed to participate in a timely good-faith interactive
11 process with PLAINTIFF to determine whether reasonable accommodation could be made.

12 38. As a substantial result of DEFENDANTS' failure to engage in the interactive
13 process, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at
14 trial.

15 39. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
16 among other damages against DEFENDANTS.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO TAKE REASONABLE STEPS**

19 **TO PREVENT DISCRIMINATION AND RETALIATION**

20 **IN VIOLATION OF GOVERNMENT CODE §12940 (k)**

21 **(PLAINTIFF against SAR and DOE 1 through 10)**

22 40. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
23 Complaint by reference as though fully set forth herein.

24 41. PLAINTIFF was employed as an employee by DEFENDANTS.

25 42. PLAINTIFF was subject to disability discrimination and retaliation in violation of
26 public policy in the course of employment.

27 43. DEFENDANTS failed to take all reasonable steps to prevent discrimination, and
28 retaliation. DEFENDANTS ignored PLAINTIFF's complaints about disability discrimination and

1 retaliation and as a result by not doing anything, had condoned, ratified and participated in the acts
2 causing PLAINTIFF harm.

3 44. As a substantial result of DEFENDANTS' failure to take reasonable steps to
4 prevent discrimination and retaliation, PLAINTIFF was harmed. The exact amount of damage to
5 PLAINTIFF shall be proved at trial.

6 45. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
7 among other damages against DEFENDANTS.

8 **FIFTH CAUSE OF ACTION**

9 **NONPAYMENT OF MINIMUM WAGES**

10 **(PLAINTIFF against all DEFENDANTS)**

11 46. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
12 Complaint by reference as though fully set forth herein.

13 47. *Labor Code* § 1194.2(a), in pertinent part, states, "[i]n any action... to recover
14 wages because of the payment of a wage less than the minimum wage fixed by an order of the
15 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount
16 equal to the wages unlawfully unpaid and interest thereon."

17 48. PLAINTIFF performed work for DEFENDANTS.

18 49. PLAINTIFF was paid less than the minimum wage by DEFENDANTS for hours
19 worked. Thus, PLAINTIFF was deprived of PLAINTIFF's regular rate of pay and even minimum
20 wage.

21 50. PLAINTIFF was at all times relevant a non-exempt hourly employee of
22 DEFENDANTS.

23 51. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived
24 of regular time wages and liquidated damages in amounts to be proven at trial, and PLAINTIFF is
25 entitled to recovery of such amounts from DEFENDANTS, plus interest, penalties, attorney's fees
26 and costs.

27 **SIXTH CAUSE OF ACTION**

28 **NONPAYMENT OF WAGES**

1 **(PLAINTIFF against all DEFENDANTS)**

2 52. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
3 Complaint by reference as though fully set forth herein.

4 53. PLAINTIFF performed work for DEFENDANTS.

5 54. DEFENDANTS owes PLAINTIFF wages at the regular rate for uncompensated
6 work time under the terms of the employment.

7 55. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived
8 of wages in amounts to be proven at trial, and PLAINTIFF is entitled to recovery of such amounts
9 from DEFENDANTS plus interest, penalties and attorney's fees and costs.

10 **SEVENTH CAUSE OF ACTION**

11 **NONPAYMENT OF OVERTIME COMPENSATION**

12 **(PLAINTIFF against all DEFENDANTS)**

13 56. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
14 Complaint by reference as though fully set forth herein.

15 57. *Labor Code* §510(a) provides that any work in excess of eight hours in one workday
16 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
18 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
19 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
20 addition, any work in excess of eight hours on any seventh day of a workweek shall be
21 compensated at the rate of no less than twice the regular rate of pay of an employee.

22 58. PLAINTIFF performed work for DEFENDANTS that PLAINTIFF worked
23 overtime hours for more than eight (8) hours in a day and/or forty (40) hours in a week.

24 59. DEFENDANTS knew or should have known that PLAINTIFF had worked
25 overtime hours.

26 60. PLAINTIFF was at all times relevant a non-exempt hourly employee of
27 DEFENDANTS.

28 61. PLAINTIFF was not paid for the overtime hours worked.

62. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived of wages and overtime in amounts to be proven at trial, and PLAINTIFF is entitled to recovery of such amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL BREAKS

(PLAINTIFF against all DEFENDANTS)

63. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

64. *Labor Code* §512(a) provides that employees who work more than five hours in a day are entitled to a meal period of at least 30 minutes; and a second meal period of at least 30 minutes if they work for more than 10 hours in a day.

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

66. *Labor Code* §516 provides that the Industrial Welfare Commission may adopt or amend working condition orders with respect to meal periods for any workers in California consistent with the health and welfare of those workers.

67. Section 11(C) of the *IWC Wage Order(s)* provides that "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. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time."

68. Section 11(D) of the *IWC Wage Order(s)* provides that "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of

1 compensation for each workday that the meal period is not provided.”

2 69. Furthermore, an employer may not undermine a formal policy of providing meal
3 breaks by pressuring employees to perform their duties in ways that omit breaks. The wage orders
4 and governing statute do not countenance an employer's exerting coercion against the taking of,
5 creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

6 70. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
7 non-exempt position.

8 71. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
9 breaks.

10 72. PLAINTIFF was at times not given meal breaks and at other times meal breaks
11 which were not compliant with labor laws. Further, at times PLAINTIFF worked more than 10
12 hours in a shift; however, PLAINTIFF was not given or advised that PLAINTIFF may take a
13 second meal break.

14 73. PLAINTIFF had been harmed and DEFENDANTS are liable to PLAINTIFF for
15 one (1) hour of additional premium pay at the regular rate of compensation for each day in which
16 the proper meal was not provided. The exact amount of missed meal break wages owed to
17 PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such amounts from
18 DEFENDANTS, plus interest, penalties and attorney’s fees and costs.

19 **NINTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST PERIODS**

21 **(PLAINTIFF against all DEFENDANTS)**

22 74. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
23 Complaint by reference as though fully set forth herein.

24 75. State law requires employers to authorize paid rest periods of a specified minimum
25 duration of 10 minutes for every four hours an employee works. (See, e.g., *8 California Code*
26 *Regulations* §§11010-11150 ¶2 and §11160 ¶1; Wage order No. 5)

27 76. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
28 non-exempt position.

1 77. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to rest
2 breaks. PLAINTIFF's shifts that were over four (4) hours therefore were entitled to a rest period
3 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4)
4 hours of work.

5 78. Throughout PLAINTIFF's employment, DEFENDANTS typically did not provide
6 PLAINTIFF with rest breaks and/or compliant breaks for every four hours of work. Further, at
7 times PLAINTIFF worked more than 12 hours in a shift; however, PLAINTIFF was not given or
8 advised that PLAINTIFF may take a third rest break.

9 79. An employer who fails to provide rest periods as required by an applicable Wage
10 Order must pay the employee one (1) additional hour of pay at the employee's regular rate of pay
11 for each workday that a rest period was not provided. The exact amount of missed rest break wages
12 owed to PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such
13 amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

14 **TENTH CAUSE OF ACTION**

15 **WAITING TIME PENALTIES**

16 **(PLAINTIFF against all DEFENDANTS)**

17 80. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
18 Complaint by reference as though fully set forth herein.

19 81. *Labor Code* §203 provides that "if an employer willfully fails to pay, without
20 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages
21 of an employee who is discharged or who quits, the wages of the employee shall continue as a
22 penalty from the due date thereof at the same rate until paid or until an action therefor is
23 commenced; but the wages shall not continue for more than 30 days."

24 82. PLAINTIFF's employment with DEFENDANTS ended.

25 83. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF's
26 termination until the date of filing this Complaint.

27 84. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

1 85. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
2 damage. PLAINTIFF is entitled to recover from DEFENDANTS the statutory penalty wages for
3 each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum
4 pursuant to *Labor Code* sections 203, plus interest and attorney's fees in the amount to be proven
5 at trial.

6 **ELEVENTH CAUSE OF ACTION**

7 **NEGLIGENCE**

8 **(PLAINTIFF against all DEFENDANTS)**

9 86. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
10 Complaint by reference as though fully set forth herein.

11 87. DEFENDANTS owe, and at all times relevant owed, a duty to their employees to
12 provide a safe, non-discriminating and non-retaliatory work environment, to make sure that its
13 supervisors take action against employees practicing workplace discrimination and retaliation, to
14 make sure supervisors and managers look after the safety of employees during their watch, to pay
15 employees proper wages when due, and to provide them with proper wage statements.

16 88. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

17 89. DEFENDANTS' breach was and is the actual and proximate cause of
18 PLAINTIFF's harm.

19 90. As a substantial result of DEFENDANTS' negligent acts, PLAINTIFF was harmed.
20 The exact amount of damage to PLAINTIFF shall be proved at trial.

21 **TWELFTH CAUSE OF ACTION**

22 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

23 **(PLAINTIFF against all DEFENDANTS)**

24 91. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
25 Complaint by reference as though fully set forth herein.

26 92. DEFENDANTS owe, and at all times relevant owed, a duty to their employees to
27 provide a safe, non-discriminating and non-retaliatory work environment, to make sure that its
28 supervisors take action against employees practicing workplace discrimination and retaliation, to

1 make sure supervisors and managers look after the safety of employees during their watch, to pay
2 employees proper wages when due, and to provide them with proper wage statements.

3 93. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

4 94. DEFENDANTS' breach was and is the actual and proximate cause of
5 PLAINTIFF's harm.

6 95. As a result of this negligence, PLAINTIFF suffered and continues to suffer serious
7 emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief, anxiety,
8 worry, shock, humiliation, shame, embarrassment, and depression. This was a foreseeable result
9 of DEFENDANTS' negligence.

10 **THIRTEENTH CAUSE OF ACTION**

11 **UNFAIR BUSINESS PRACTICES**

12 **IN VIOLATION OF CAL. BUS. & PROF. CODE § § 17200 ET. SEQ.**

13 **(PLAINTIFF against all DEFENDANTS)**

14 96. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
15 Complaint by reference as though fully set forth herein.

16 97. DEFENDANTS, themselves or through their supervisors, in an effort to exploit,
17 harass, and discriminate against their employees for profit or otherwise, have engaged in the
18 following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined
19 in this complaint:

- 20 a. Wrongfully terminating and retaliating against employees with disability-
21 based reasons;
- 22 b. Discriminating against employees based on disability;
- 23 c. Failing to accommodate;
- 24 d. Failing to pay minimum, regular, overtime wages earned and owed to
25 employees;
- 26 e. Failing to provide proper meal breaks and rest periods, or to pay premium
27 wages for missed meal and rest periods to PLAINTIFF; and,
- 28 f. The foregoing wrongful activities have caused harm, fear, pressure, and

humiliation to the employee(s) at DEFENDANTS.

98. PLAINTIFF is entitled to enforce all applicable penalty provisions of the California Business and Professions Code §17202.

99. Pursuant to the provisions of §17203 of the California Business and Professions Code, PLAINTIFF is entitled to restoration of lost wages, meal breaks and rest periods premium wages, interests, and profits DEFENDANTS have collected by the use of the unfair, deceptive, and misleading business practices described in this Complaint.

100. Pursuant to provisions of §17203 et seq. of the California Business and Professions Code, DEFENDANTS must be ordered to disgorge all the unlawful profits in the relevant statutory to PLAINTIFF, which DEFENDANTS have received from improperly billing clients and cheating of employees in terms of their hours reported as having been worked but not paid.

101. Pursuant to the provisions of §17203 of the California Business and Professions Code, this Court should issue an injunction prohibiting DEFENDANTS from engaging in the foregoing unfair, deceptive, and misleading business practices.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS, and DOES 1 through 20 inclusive, as follows:

1. General and compensatory damages in an amount to be subject to proof at trial to the extent permitted by law;

2. Liquidated damages (if applicable);

3. Special damages;

4. Emotional distress damages;

5. Civil and statutory penalties;

6. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by the use of the unfair, deceptive, and misleading business practices described as in unfair business practices cause of action;

7. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair, deceptive, and misleading business practices described as in unfair business practices cause of

1 action;

2 8. Declaration that DEFENDANTS' business practices are unfair within the meaning
3 described as in unfair business practices cause of action;

4 9. Punitive and exemplary damages;

5 10. Pre-judgment interest;

6 11. Costs of lawsuit herein incurred;

7 12. Attorneys' fees; and

8 13. For an award of such other and further equitable and legal relief as this Court may
9 deem appropriate.

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13 Dated: March 1, 2023

BITTON & ASSOCIATES

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16 _____
17 Ophir J. Bitton, Esq.
18 Lei Wei, Esq.
19 Attorneys for Plaintiff,
20 Bryan Perez
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Dated: March 1, 2023



Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Bryan Perez