

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Kevin Brazile

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

MIGUEL VALDEZ, an individual,

Plaintiff,

v.

ON DEMAND BUILDERS, INC., a
California Corporation; FRANCISCO
ARMANDO DELGADO, an individual; and
DOES 1 THROUGH 20, inclusive,

Defendants.

Case No.: 22STCV18704

Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION;**
- 2. RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 3. DISCRIMINATION BASED ON REQUESTING FOR FMLA/CFRA LEAVE;**
- 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. UNTIMELY PAYMENT OF WAGES;**
- 9. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 10. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**
- 11. FAILURE TO REIMBURSE EXPENSES;**
- 12. UNLAWFUL WITHHOLDING OF WAGES;**

Complaint

Miguel Valdez v. On Demand Builders, Inc., et al.

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**13. WAITING TIME PENALTIES;
14. CALIFORNIA PRIVATE ATTORNEY
GENERAL ACT [California *Labor
Code* §2698];
15. NEGLIGENCE;
16. NEGLIGENT HIRING,
SUPERVISION, AND RETENTION;
AND
17. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff MIGUEL VALDEZ (“PLAINTIFF”) hereby files this Complaint against Defendant ON DEMAND BUILDERS, INC. (“ODB”), a California Corporation, FRANCISCO ARMANDO DELGADO (“ARMANDO”), an individual, and DOES 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS”). PLAINTIFF is informed and believes, and on the basis of that information and belief, alleges as follows:

PARTIES

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

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

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

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

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

8 **JURISDICTION AND VENUE**

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

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

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

16 8. From approximately October 2020 to April 8, 2021, DEFENDANTS employed
17 PLAINTIFF as a carpenter responsible for woodwork framing, paying him \$18.75/hour as the
18 most recent hourly rate.

19 9. DEFENDANTS employed in excess of 15 employees while PLAINTIFF was on
20 this position.

21 10. For lack of a regular clock in & out system or a sign-in sheet, PLAINTIFF's work
22 hours, including those of other employees similarly situated, were not recorded accurately and his
23 supervisor would adjust the hours without his approval.

24 11. As a non-exempt employee, PLAINTIFF was not provided all tools necessary to
25 perform his work, nor was he reimbursed for tools he bought and brought in for work, such as
26 headwear, glasses, framing gun, hand saw, measuring tapes, ladder and compressor, among other
27 things. If any of the above tools needed to be repaired or replaced, PLAINTIFF would have to pay
28 out of his pocket for the costs, which were never reimbursed by DEFENDANTS.

1 12. PLAINTIFF is a loving father of a family with young children. On or around April
2 8, 2021, after his wife was hospitalized for giving birth to a new child, PLAINTIFF, in order to
3 take care of his family and bond with his newborn child, requested a month paternity leave.
4 However, DEFENDANTS outrightly rejected PLAINTIFF's request, claiming DEFENDANTS
5 did not offer this type of leave.

6 13. To make things worse, after PLAINTIFF requested paternity leave, his supervisor
7 gave him a company check which was short on pay for that week.

8 14. When PLAINTIFF reported for work on the next Monday, he was told that there
9 was no more work for him with DEFENDANTS.

10 15. On November 9, 2021, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
11 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
12 Agency ("LWDA") and DEFENDANTS of the specific provisions of the labor Code alleged to
13 have been violated, including the facts and theories to support the alleged violation. As of the date
14 of filing this complaint, (more than 60 calendar days after PLAINTIFF's LWDA letters were
15 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
16 to investigate the alleged violations.

17 16. On November 9, 2021, PLAINTIFF filed a complaint with the Department of Fair
18 Employment and Housing ("DFEH") and obtained a Right to Sue letter on the same day.
19 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
20 Right to Sue notices.

21 **FIRST CAUSE OF ACTION**

22 **WRONGFUL TERMINATION**

23 **(PLAINTIFF against all DEFENDANTS)**

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

26 18. PLAINTIFF was employed by DEFENDANTS.

1 19. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
2 in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a
3 result of inquiring and requesting for FMLA/CFRA leave.

4 20. PLAINTIFF was wrongfully discharged by DEFENDANTS due to PLAINTIFF’s
5 inquiry and request for FMLA/CFRA family care and medical leave. Even if an employee does
6 not qualify for FMLA/CFRA medical leave, the employee is still protected from being discharged
7 for simply making an inquiry or requesting of medical leave. *California Government Code* §12940,
8 §12945, §12945.2 provides that it is against the law to discriminate and retaliate against an
9 employee for requesting an accommodation for family care and medical leave regardless of
10 whether the request was granted. These policies are also enumerated in *Labor Code* §132(a),
11 FEHA, the California and United States Constitutions, among other laws and regulations.

12 21. DEFENDANTS’ violations of public policy and FEHA described above were
13 substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by
14 DEFENDANTS.

15 22. As a substantial result of DEFENDANTS’ intentional acts in violation of public
16 policy and FEHA, PLAINTIFF was harmed. Specifically, PLAINTIFF lost income, and endured
17 emotional and mental damages, among other related damages. The exact amount of damage to
18 PLAINTIFF shall be proved at trial.

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

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

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SECOND CAUSE OF ACTION

RETALIATION IN VIOLATION OF PUBLIC POLICY

(PLAINTIFF against all DEFENDANTS)

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

26. PLAINTIFF inquired and requested for FMLA/CFRA family care and medical leave.

27. PLAINTIFF was discharged.

28. PLAINTIFF's protected activities described above were substantial motivating reasons for DEFENDANTS' adverse employment actions taken against PLAINTIFF.

29. As a substantial result of DEFENDANTS' intentional acts in violation of public policy, PLAINTIFF was harmed. Specifically, PLAINTIFF lost income, and endured emotional and mental damages, among other related damages. The exact amount of damage to PLAINTIFF shall be proved at trial.

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

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

THIRD CAUSE OF ACTION

DISCRIMINATION IN VIOLATION

OF CALIFORNIA GOVERNMENT CODE §12940, ET SEQ

(PLAINTIFF against all DEFENDANTS)

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

33. PLAINTIFF was an employee of DEFENDANTS.

1 34. PLAINTIFF inquired and requested for FMLA/CFRA family care and medical
2 leave due to bond with PLAINTIFF's newborn child.

3 35. PLAINTIFF's inquiry and request for FMLA/CFRA leave were substantial
4 motivating reasons for DEFENDANTS' conduct that caused the wrongful termination against
5 PLAINTIFF.

6 36. As a substantial result of DEFENDANTS' intentional acts, PLAINTIFF was
7 harmed. The exact amount of damage to PLAINTIFF shall be proved at trial.

8 37. PLAINTIFF believes that DEFENDANTS' conducts described above were done
9 with malice, fraud and oppression and with conscious disregard for PLAINTIFF's rights and with
10 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
11 punitive and exemplary damages.

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

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO TAKE REASONABLE STEPS**

16 **TO PREVENT DISCRIMINATION AND RETALIATION**

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

18 **(PLAINTIFF against all DEFENDANTS)**

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

21 40. PLAINTIFF was employed as an employee by DEFENDANTS.

22 41. PLAINTIFF was subject to discrimination and retaliation against PLAINTIFF's
23 inquiry/request for FMLA/CFRA medical leave in violation of public policy in the course of
24 employment.

25 42. DEFENDANTS failed to take all reasonable steps to prevent discrimination and
26 retaliation. DEFENDANTS ignored PLAINTIFF's complaints about discrimination and
27 retaliation against PLAINTIFF's inquiry/request for FMLA/CFRA medical leave and as a result
28 by not doing anything, had condoned, ratified and participated in the acts causing PLAINTIFF

1 harm.

2 43. As a substantial result of DEFENDANTS' failure to engage in the interactive
3 process, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at
4 trial.

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

7 **FIFTH CAUSE OF ACTION**
8 **NONPAYMENT OF MINIMUM WAGES**
9 **(PLAINTIFF against all DEFENDANTS)**

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

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

16 47. PLAINTIFF performed work for DEFENDANTS.

17 48. PLAINTIFF was paid less than the minimum wage by DEFENDANTS for hours
18 worked but not accurately recorded. Thus, PLAINTIFF was deprived of PLAINTIFF's regular rate
19 of pay and even minimum wage.

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

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

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1 59. PLAINTIFF was at all times relevant a non-exempt hourly employee of
2 DEFENDANTS.

3 60. PLAINTIFF was not paid for the overtime hours worked but not accurately
4 recorded.

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

8 **EIGHTH CAUSE OF ACTION**

9 **UNTIMELY PAYMENT OF WAGES**

10 **(PLAINTIFF against all DEFENDANTS)**

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

13 63. *Labor Code* §210(a) provides that any employer who fails to timely pay the wages
14 of each employee shall be subject to a penalty in the amount of one hundred dollars (\$100) per
15 employee per violation in an initial citation, and two hundred dollars per employee per employee
16 for each violation in a subsequent citation, or any willful and intentional violation, plus 25 percent
17 of the amount unlawfully withheld.

18 64. DEFENDANTS failed to timely pay PLAINTIFF all minimum wages, regular
19 wages, and overtime wages that are due and payable for each pay period.

20 65. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
21 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties.

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

24 **IN VIOLATION OF LABOR CODE § § 226(a)(e)**

25 **(PLAINTIFF against all DEFENDANTS)**

26 66. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
27 Complaint by reference as though fully set forth herein.
28

67. *Labor Code* §226(a) requires employers to provide accurate itemized wage statements for each wage payment. *Labor Code* §226 (e) provides for a recovery of the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) (per employee).

68. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage statements, willfully or intentionally. DEFENDANTS also failed to account for accurate withholdings, hours, wage rates, and overtime, among other things.

69. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties promulgated under *Labor Code* §§226.

70. PLAINTIFF is also entitled to injunctive relief to ensure compliance with the aforementioned *Labor Code* provision.

TENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226.3

(PLAINTIFF against all DEFENDANTS)

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

72. *Labor Code* §§226 and 226.3 provides for civil penalties against anyone who violates *Labor Code* §226. *Labor Code* §226(a) requires employers to provide accurate itemized wage statements for each wage payment. Specifically, *Labor Code* §226.3 provides a penalty of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement in compliance with *Labor Code* §226.

73. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage statements, willfully or intentionally. DEFENDANTS also failed to account for accurate withholdings, hours, wage rates, and overtime, among other things.

1 74. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
2 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties
3 promulgated under *Labor Code* §§226 and 226.3.

4 **ELEVENTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE EXPENSES**

6 **(PLAINTIFF against all DEFENDANTS)**

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

9 76. In California, employers must cover employees' expenses. Pursuant to *Labor Code*
10 §2802(a) an employer is required to "indemnify him or her employee for all necessary expenditures
11 and losses incurred by the employee in direct consequence of the discharge of his or her duties, or
12 of his or her obedience to the directions of the employer..." This includes, "all reasonable costs"
13 as defined in *Labor Code* §2802(c). Further, *Labor Code* §2804 states the employee may not waive
14 these rights.

15 77. PLAINTIFF was required to purchase tools, protective equipment and safety device
16 out-of-pocket necessary to perform job, and PLAINTIFF did make such purchases for the benefit
17 of DEFENDANTS.

18 78. DEFENDANTS did not reimburse PLAINTIFF for such expenses.

19 79. Therefore, DEFENDANTS are liable and PLAINTIFF is entitled to reimbursement
20 of expenses and other costs pursuant to *Labor Code* §2802(a).

21 **TWELFTH CAUSE OF ACTION**

22 **UNLAWFUL WITHHOLDING OF WAGES**

23 **(PLAINTIFF against all DEFENDANTS)**

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

26 81. *Labor Code* §216 provides that it is a misdemeanor for an employer to "willfully
27 refuse to pay wages due and payable after demand has been made" or "falsely deny the amount or
28 validity thereof."

82. *Labor Code* §225.5 provides a penalty of \$100 for an initial violation and \$200 for any subsequent violation of §216 plus 25% of the withheld amount.

83. Upon termination by DEFENDANTS, PLAINTIFF was entitled by law to receive all of PLAINTIFF's wages and paycheck(s) immediately. DEFENDANTS also unlawfully withheld the balance of earned wages, overtime, and expense reimbursements. Moreover, these wages were demanded thereafter.

84. As a result of DEFENDANTS' aforementioned unlawful acts, PLAINTIFF suffered damage. DEFENDANTS are subject to the penalty under *Labor Code* §225.5. The exact amount of penalties will be proved at trial, and PLAINTIFF is entitled to such penalties plus interest as required by law in addition to restitution of all wages earned but not paid.

THIRTEENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(PLAINTIFF against all DEFENDANTS)

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

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

87. PLAINTIFF's employment with DEFENDANTS ended.

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

89. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

90. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered damage. PLAINTIFF is entitled to recover from DEFENDANTS the statutory penalty wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum

1 pursuant to *Labor Code* sections 203, plus interest and attorney's fees in the amount to be proven
2 at trial.

3 **FOURTEENTH CAUSE OF ACTION**

4 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

5 **LABOR CODE § 2698**

6 **(PLAINTIFF against all DEFENDANTS)**

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

9 92. PLAINTIFF and the other non-exempt employees are "aggrieved employees" as
10 defined by *Labor Code* §2699(c) in that they are all current or former employees of
11 DEFENDANTS, and one or more of the causes of action in this complaint was committed against
12 PLAINTIFF and the aggrieved employees.

13 93. PLAINTIFF is a proper representative to bring a civil action on behalf of
14 PLAINTIFF and other current and former employees of DEFENDANTS pursuant to the
15 procedures specified in *Labor Code* §2699.3.

16 94. As such, PLAINTIFF and the aggrieved employees are entitled to civil penalties
17 pursuant to *Labor Code* §558 and §2699(a), (f) and (g), cost, expenses, and attorneys' fees for
18 violation of *Labor Code* Sections listed in this complaint.

19 **FIFTEENTH CAUSE OF ACTION**

20 **NEGLIGENCE**

21 **(PLAINTIFF against all DEFENDANTS)**

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

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

1 following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined
2 in this complaint:

- 3 a. Wrongfully terminating and retaliating against employees with inquiry/request
4 for FMLA/CFRA medical leave reasons;
- 5 b. Discriminating against employees based on inquiry/request for FMLA/CFRA
6 medical leave;
- 7 c. Failing to properly supervise and train its employees;
- 8 d. Failing to pay minimum wages, regular wages, and overtime wages earned and
9 owed to employees;
- 10 e. Failing to provide reimbursement for business expenses; and,
- 11 f. The foregoing wrongful activities have caused harm, fear, pressure, and
12 humiliation to the employee(s) at DEFENDANTS.

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

15 109. Pursuant to the provisions of §17203 of the California Business and Professions
16 Code, PLAINTIFF is entitled to restoration of lost wages, business expense reimbursement,
17 interests, and profits DEFENDANTS have collected by the use of the unfair, deceptive, and
18 misleading business practices described in this Complaint.

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

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

26 **PRAYER FOR RELIEF**

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

1 1. General and compensatory damages in an amount to be subject to proof at trial to
2 the extent permitted by law;
3 2. Liquidated damages (if applicable);
4 3. Special damages;
5 4. Emotional distress damages;
6 5. Civil and statutory penalties (including under PAGA where applicable);
7 6. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by
8 the use of the unfair, deceptive, and misleading business practices described as in unfair business
9 practices cause of action;
10 7. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair,
11 deceptive, and misleading business practices described as in unfair business practices cause of
12 action;
13 8. Declaration that DEFENDANTS' business practices are unfair within the meaning
14 described as in unfair business practices cause of action;
15 9. Punitive and exemplary damages;
16 10. Pre-judgment interest;
17 11. Costs of lawsuit herein incurred;
18 12. Attorneys' fees; and
19 13. For an award of such other and further equitable and legal relief as this Court may
20 deem appropriate.

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23 Dated: June 7, 2022

BITTON & ASSOCIATES

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26 Ophir J. Bitton
27 Lei Wei
28 Attorneys for Plaintiff,
Miguel Valdez

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Dated: June 7, 2022



Ophir J. Bitton
Lei Wei
Attorneys for Plaintiff,
Miguel Valdez