

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Steven Kleifield

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

JUAN AGUILERA, an individual,

Plaintiff,

v.

HABIB J. CHABABI, an individual;
CYNTHIA K. CHABABI, an individual;
and DOES 1 THROUGH 20, inclusive,

Defendants.

Case No.: 22STCV29948

Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 2. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION AND/OR RETALIATION;**
- 3. NONPAYMENT OF MINIMUM WAGES;**
- 4. NONPAYMENT OF REGULAR WAGES;**
- 5. NONPAYMENT OF OVERTIME COMPENSATION;**
- 6. UNTIMELY PAYMENT OF WAGES;**
- 7. FAILURE TO PROVIDE MEAL BREAKS;**
- 8. FAILURE TO PROVIDE REST PERIODS;**
- 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. UNLAWFUL WITHHOLDING OF WAGES;**
- 12. WAITING TIME PENALTIES;**

Complaint

Juan Aguilera v. Habib J. Chababi, et al.

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**13. CALIFORNIA PRIVATE
ATTORNEY GENERAL ACT
[California Labor Code §2698];
14. FAILURE TO PROVIDE
EMPLOYMENT RECORDS; AND
15. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff JUAN AGUILERA (“PLAINTIFF”) hereby files this Complaint against Defendant HABIB J. CHABABI, an individual; CYNTHIA K. CHABABI, 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 HABIB J. CHABABI is an individual conducting business in California and working in the County of Los Angeles.

3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant CYNTHIA K. CHABABI 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.

5. PLAINTIFF is informed and believes and thereon alleges that each defendant named in this Complaint now is, and was at all times herein mentioned, the agent, servant, employee, representative, alter ego, members of and/or engaged in a joint venture, partnership and

1 common enterprise of the other defendants herein, and was at all such times acting within the
2 course and scope of said agency and employment and with the consent and permission of each of
3 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
4 other co-defendants, and each of them.

5 **JURISDICTION AND VENUE**

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

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

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

13 8. Since approximately 2019, PLAINTIFF was employed as a maintenance worker at
14 DEFENDANTS' ranch in Castiac, California.

15 9. PLAINTIFF's daily duties included cleaning the sheds, water the plants, trimming
16 the trees, cutting the grass, and fixing the sprinklers.

17 10. PLAINTIFF was paid \$120 a day for eight hours of work.

18 11. At the beginning PLAINTIFF received his pay weekly, typically by check and
19 sometimes in cash. Later in March 2021, the Chababis started paying PLAINTIFF bi-weekly.

20 12. PLAINTIFF work schedule was typically 7 AM to 3:30 PM for five days a week.

21 13. Sometimes PLAINTIFF worked over eight hours a day, and he would work on
22 Saturdays if DEFENDANTS asked.

23 14. PLAINTIFF was typically not provided meal and rest breaks.

24 15. After being diagnosed with COVID-19, PLAINTIFF took some time off to
25 quarantine. Shortly after recovering, PLAINTIFF reported back to work for two days until he was
26 terminated with no explanation on or around July 12, 2021.

27 16. On February 2, 2022, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
28 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development

Agency (“LWDA”) and DEFENDANTS of the specific provisions of the labor Code alleged to have been violated, including the facts and theories to support the alleged violation. As of the date of filing this complaint, (more than 60 calendar days after PLAINTIFF’s LWDA letters were mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended to investigate the alleged violations.

17. On February 2, 2022, PLAINTIFF filed a complaint with the Department of Fair Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day. PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and Right to Sue notices.

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION

AND RETALIATION IN VIOLATION OF PUBLIC POLICY

(PLAINTIFF against all DEFENDANTS and DOE 1 through 20)

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

19. PLAINTIFF was employed by DEFENDANTS.

20. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a result of having a disability in contracting COVID-19.

21. *California Government Code* §12940 provides that it is against the law to discriminate against an employee due to disability. These policies are also enumerated in *Labor Code* §132(a), FEHA, the California and United States Constitutions, among other laws and regulations.

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

23. As a substantial result of DEFENDANTS’ intentional acts in violation of public policy and FEHA, 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.

24. 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.

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

SECOND CAUSE OF ACTION

FAILURE TO TAKE REASONABLE STEPS

TO PREVENT DISCRIMINATION AND RETALIATION

IN VIOLATION OF GOVERNMENT CODE §12940 (k)

(PLAINTIFF against all DEFENDANTS and DOE 1 through 20)

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

27. PLAINTIFF was employed as an employee by DEFENDANTS.

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

29. DEFENDANTS failed to take all reasonable steps to prevent discrimination, and retaliation. DEFENDANTS ignored PLAINTIFF's complaints about disability discrimination and as a result by not doing anything, had condoned, ratified and participated in the acts causing PLAINTIFF harm.

30. As a substantial result of DEFENDANTS' failure to engage in the interactive process, 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.

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THIRD CAUSE OF ACTION
NONPAYMENT OF MINIMUM WAGES
(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. *Labor Code* § 1194.2(a), in pertinent part, states, “[i]n any action... to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

34. PLAINTIFF performed work for DEFENDANTS.

35. PLAINTIFF was paid less than the minimum wage by DEFENDANTS for hours worked. Thus, PLAINTIFF was deprived of PLAINTIFF’s regular rate of pay and even minimum wage.

36. PLAINTIFF was at all times relevant a non-exempt hourly employee of DEFENDANTS.

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

FOURTH CAUSE OF ACTION
NONPAYMENT OF WAGES
(PLAINTIFF against all DEFENDANTS)

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

39. PLAINTIFF performed work for DEFENDANTS.

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

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

4 **FIFTH CAUSE OF ACTION**

5 **NONPAYMENT OF OVERTIME COMPENSATION**

6 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

18 45. DEFENDANTS knew or should have known that PLAINTIFF had worked
19 overtime hours.

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

22 47. PLAINTIFF was not paid for of the overtime hours worked.

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

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1 amend working condition orders with respect to meal periods for any workers in California
2 consistent with the health and welfare of those workers.

3 57. Section 11(C) of the *IWC Wage Order(s)* provides that “Unless the employee is
4 relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on
5 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only
6 when the nature of the work prevents an employee from being relieved of all duty and when by
7 written agreement between the parties an on-the-job paid meal period is agreed to. The written
8 agreement shall state that the employee may, in writing, revoke the agreement at any time.”

9 58. Section 11(D) of the *IWC Wage Order(s)* provides that “If an employer fails to
10 provide an employee a meal period in accordance with the applicable provisions of this order, the
11 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
12 compensation for each workday that the meal period is not provided.”

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

17 60. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
18 non-exempt position.

19 61. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
20 breaks.

21 62. PLAINTIFF was at times not given meal breaks and at other times meal breaks
22 which were not compliant with labor laws.

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

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

9 66. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
10 non-exempt position.

11 67. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to rest
12 breaks. PLAINTIFF's shifts that were over four (4) hours therefore were entitled to a rest period
13 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4)
14 hours of work.

15 68. Throughout PLAINTIFF's employment, DEFENDANTS typically did not provide
16 PLAINTIFF with rest breaks and/or compliant breaks for every four hours of work.

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

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

72. 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, overtime, and meal and rest premiums among other things.

73. 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.

74. 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)

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

76. *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.

77. 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, overtime, and meal and rest premiums, among other things.

1 78. 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 **UNLAWFUL WITHHOLDING OF WAGES**

6 **(PLAINTIFF against all DEFENDANTS)**

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

9 80. *Labor Code* §216 provides that it is a misdemeanor for an employer to “willfully
10 refuse to pay wages due and payable after demand has been made” or “falsely deny the amount or
11 validity thereof.”

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

14 82. Upon termination by DEFENDANTS, PLAINTIFF was entitled by law to receive
15 all of PLAINTIFF’s wages and paycheck(s) immediately. DEFENDANTS also unlawfully
16 withheld the balance of earned wages, overtime, missed meal and rest break wages,. Moreover,
17 these wages were demanded thereafter.

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

22 **TWELFTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(PLAINTIFF against all DEFENDANTS)**

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

27 85. *Labor Code* §203 provides that “if an employer willfully fails to pay, without
28 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.”

86. PLAINTIFF’s employment with DEFENDANTS ended.

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

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

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

THIRTEENTH CAUSE OF ACTION

CALIFORNIA PRIVATE ATTORNEY GENERAL ACT

LABOR CODE § 2698

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

1 **FOURTEENTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

3 **(PLAINTIFF against all DEFENDANTS)**

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

6 95. *Labor Code* §226(b) states that “(b) An employer that is required by this code or
7 any regulation adopted pursuant to this code to keep the information required by subdivision (a)
8 shall afford current and former employees the right to inspect or receive a copy of records
9 pertaining to their employment, upon reasonable request to the employer. The employer may take
10 reasonable steps to ensure the identity of a current or former employee. If the employer provides
11 copies of the records, the actual cost of reproduction may be charged to the current or former
12 employee.”

13 96. *Labor Code* §432 provides that “If an employee or applicant signs any instrument
14 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
15 request.”

16 97. *Labor Code* §1198.5 provides that “The employer shall make the contents of those
17 personnel records available for inspection to the current or former employee, or his or her
18 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days
19 from the date the employer receives a written request, unless the current or former employee, or
20 his or her representative, and the employer agree in writing to a date beyond 30 calendar days to
21 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
22 employer’s receipt of the written request. Upon a written request from a current or former
23 employee, or his or her representative, the employer shall also provide a copy of the personnel
24 records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days
25 from the date the employer receives the request, unless the current or former employee, or his or
26 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce
27 a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
28 employer’s receipt of the written request.”

1 98. On February 2, 2022, PLAINTIFF requested DEFENDANTS to produce
2 PLAINTIFF's personnel file, all W2 information, all wage related documents, and all signed
3 documents.

4 99. DEFENDANTS failed to provide PLAINTIFF with complete employment records
5 despite multiple requests made by PLAINTIFF.

6 100. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
7 damage.

8 101. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and
9 penalties promulgated under *Labor Code*.

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

12 **FIFTEENTH CAUSE OF ACTION**

13 **UNFAIR BUSINESS PRACTICES**

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

15 **(PLAINTIFF against all DEFENDANTS)**

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

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

- 22 a. Wrongfully terminating and retaliating against employees with disability-
23 based reasons;
- 24 b. Failing to provide proper meal breaks and rest periods, or to pay premium
25 wages for missed meal and rest periods to PLAINTIFF; and,
- 26 c. The foregoing wrongful activities have caused harm, fear, pressure, and
27 humiliation to the employee(s) at DEFENDANTS.

28 105. PLAINTIFF is entitled to enforce all applicable penalty provisions of the California

Business and Professions Code §17202.

106. 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.

107. 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.

108. 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 (including under PAGA where applicable);

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 action;

8. Declaration that DEFENDANTS' business practices are unfair within the meaning

described as in unfair business practices cause of action;

9. Punitive and exemplary damages;

10. Pre-judgment interest;

11. Costs of lawsuit herein incurred;

12. Attorneys' fees; and

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

Dated: September 14, 2022

BITTON & ASSOCIATES



Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Juan Aguilera

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF hereby demands a trial of the claims by jury to the extent authorized by law.
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6 Dated: September 14, 2022

BITTON & ASSOCIATES

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10 Ophir J. Bitton, Esq.
11 Lei Wei, Esq.
12 Attorneys for Plaintiff,
13 Juan Aguilera
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