

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Mark Mooney

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Attorneys for Plaintiff,
Viviana Arellano

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

VIVIANA ARELLANO, an individual,

Plaintiff,

v.

VANITAS MANUFACTURERS, INC., a
California Corporation; PRIORITY
WORKFORCE, LLC, a California Limited
Liability Company; and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No.: 22STCV18180

Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION;**
- 2. RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 3. DISCRIMINATION BASED ON PROTECTED STATUS – DISABILITY;**
- 4. FAILURE TO ACCOMMODATE;**
- 5. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS;**
- 6. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION AND/OR RETALIATION;**
- 7. NONPAYMENT OF MINIMUM WAGES;**
- 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. UNLAWFUL WITHHOLDING OF WAGES;**
- 12. WAITING TIME PENALTIES;**
- 13. CALIFORNIA PRIVATE ATTORNEY GENERAL ACT [California Labor**

Complaint

Viviana Arellano v. Vanitas Manufacturers, Inc., et al.

Code §2698];
14. NEGLIGENCE;
15. NEGLIGENT HIRING,
SUPERVISION, AND RETENTION;
16. FAILURE TO PROVIDE
EMPLOYMENT DOCUMENTS; AND
17. UNFAIR BUSINESS PRACTICES.

DEMAND FOR JURY TRIAL

Plaintiff VIVIANA ARELLANO (“PLAINTIFF”) hereby files this Complaint against Defendant VANITAS MANUFACTURERS, INC. (“VANITAS”), a California Corporation, PRIORITY WORKFORCE, LLC, a California Limited Liability Company, 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 VANITAS 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 PRIORITY WORKFORCE, LLC is, and at all times material hereto was, a California limited liability company organized and existing under the laws of the State of California and authorized to conduct business 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

1 responsible for each and every act and obligation hereinafter set forth.

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

9 **JURISDICTION AND VENUE**

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

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

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

17 8. From approximately 2012 to March 29, 2021, PLAINTIFF was a worker registered
18 under PRIORITY WORKFORCE, LLC, a staffing agency, and she was transferred to VANITAS
19 for the position as a machine operator, which her most recent hourly rate was \$14/hour.

20 9. VANITAS is a manufacturing company employing around 80 to 100 employees in
21 Gardena, California.

22 10. At the beginning of 2021, PLAINTIFF found out that some operators were given
23 raises to \$15/hour following the California minimum wage requirements for all employers of 26
24 or more employees in the County of Los Angeles.

25 11. PLAINTIFF brought the issue up with her manager Guadalupe Alonso
26 (“ALONSO”) in February, but she did not receive a timely response.

27 12. PLAINTIFF became concerned that her manager or DEFENDANTS might
28 mistreat her due to her wage complaints.

1 13. Moreover, PLAINTIFF's paychecks constantly have a deduction which is not
2 itemized, and for no apparent purpose or benefit.

3 14. When PLAINTIFF inquired, she was told it was for health insurance. However, she
4 had no health insurance.

5 15. PLAINTIFF believes this scheme was used on similarly situated employees.

6 16. During this time, PLAINTIFF also experience work-related injuries to her fingers
7 and back.

8 17. Employers knew or should have known of these injuries.

9 18. This also cause PLAINTIFF to be concerned for the security of her employment.
10 As she feared, PLAINTIFF was terminated by Vanitas and was told to contact her work agency.
11 Her termination was motivated by her wage complaints and her injury related disability.

12 19. On March 23, 2022, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
13 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
14 Agency ("LWDA") and DEFENDANTS of the specific provisions of the labor Code alleged to
15 have been violated, including the facts and theories to support the alleged violation. As of the date
16 of filing this complaint, (more than 60 calendar days after PLAINTIFF's LWDA letters were
17 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
18 to investigate the alleged violations.

19 20. On March 23, 2022, PLAINTIFF filed a complaint with the Department of Fair
20 Employment and Housing ("DFEH") and obtained a Right to Sue letter on the same day.
21 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
22 Right to Sue notices.

23 **FIRST CAUSE OF ACTION**

24 **WRONGFUL TERMINATION**

25 **(PLAINTIFF against all DEFENDANTS)**

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

28 22. PLAINTIFF was employed by DEFENDANTS.

1 23. 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 having a disability.

4 24. DEFENDANTS took adverse employment actions against PLAINTIFF because
5 PLAINTIFF had sustained injuries while on the job, made complaints about the work-related
6 injuries, and sought an accommodation due to the injuries and disability. *California Government*
7 *Code* §12940 provides that it is against the law to discriminate against an employee due to
8 disability and to retaliate against an employee for requesting an accommodation for disability
9 regardless of whether the request was granted. These policies are also enumerated in *Labor Code*
10 §132(a), FEHA, the California and United States Constitutions, among other laws and regulations.

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

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

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

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

24 **SECOND CAUSE OF ACTION**

25 **RETALIATION IN VIOLATION OF PUBLIC POLICY**

26 **(PLAINTIFF against all DEFENDANTS)**

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

39. PLAINTIFF's disabilities were substantial motivating reasons for DEFENDANTS' conduct that caused the wrongful termination against PLAINTIFF.

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

41. 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.

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

FOURTH CAUSE OF ACTION

FAILURE TO ACCOMMODATE – DISABILITY DISCRIMINATION

IN VIOLATION OF GOVERNMENT CODE §12940(m)

(PLAINTIFF against all DEFENDANTS)

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

44. PLAINTIFF was employed as an employee by DEFENDANTS.

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

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

47. 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.

48. 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.

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

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

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS**

7 **IN VIOLATION OF CALIFORNIA GOVERNMENT CODE §12940(n)**

8 **(PLAINTIFF against all DEFENDANTS)**

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

11 52. PLAINTIFF was an employee of DEFENDANTS.

12 53. PLAINTIFF had a disability that was known to DEFENDANTS, and
13 PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability under
14 FEHA.

15 54. PLAINTIFF requested that DEFENDANTS make reasonable accommodation for
16 PLAINTIFF so that PLAINTIFF would be able to perform the essential job requirements.

17 55. PLAINTIFF was willing to participate in an interactive process to determine
18 whether reasonable accommodation could be made so that PLAINTIFF would be able to perform
19 the essential job requirements.

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

22 57. As a substantial result of DEFENDANTS' failure to engage in the interactive
23 process, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at
24 trial.

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

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**FAILURE TO TAKE REASONABLE STEPS
TO PREVENT DISCRIMINATION AND RETALIATION
IN VIOLATION OF GOVERNMENT CODE §12940 (k)
(PLAINTIFF against all DEFENDANTS)**

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

60. PLAINTIFF was employed as an employee by DEFENDANTS.

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

62. 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.

63. 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.

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

NONPAYMENT OF MINIMUM WAGES
(PLAINTIFF against all DEFENDANTS)

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

66. *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.”

67. PLAINTIFF performed work for DEFENDANTS.

68. 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.

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

70. 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.

EIGHTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

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

73. DEFENDANTS failed to timely pay PLAINTIFF minimum wages that are due and payable for each pay period.

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

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1 **NINTH CAUSE OF ACTION**

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

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

4 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

20 **TENTH CAUSE OF ACTION**

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

22 **IN VIOLATION OF LABOR CODE § 226.3**

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* §§226 and 226.3 provides for civil penalties against anyone who
27 violates *Labor Code* §226. *Labor Code* §226(a) requires employers to provide accurate itemized
28 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.

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

83. 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 and 226.3.

ELEVENTH CAUSE OF ACTION

UNLAWFUL WITHHOLDING OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

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

86. *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.

87. 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. Moreover, these wages were demanded thereafter.

88. 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.

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1 **TWELFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

11 91. PLAINTIFF’s employment with DEFENDANTS ended.

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

14 93. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

20 **THIRTEENTH CAUSE OF ACTION**

21 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

22 **LABOR CODE § 2698**

23 **(PLAINTIFF against all DEFENDANTS)**

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

26 96. PLAINTIFF and the other non-exempt employees are “aggrieved employees” as
27 defined by *Labor Code* §2699(c) in that they are all current or former employees of
28

1 DEFENDANTS, and one or more of the causes of action in this complaint was committed against
2 PLAINTIFF and the aggrieved employees.

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

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

9 **FOURTEENTH CAUSE OF ACTION**

10 **NEGLIGENCE**

11 **(PLAINTIFF against all DEFENDANTS)**

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

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

19 101. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

20 102. DEFENDANTS' breach was and is the actual and proximate cause of
21 PLAINTIFF's harm.

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

24 **FIFTEENTH CAUSE OF ACTION**

25 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

26 **(PLAINTIFF against all DEFENDANTS)**

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

1 from the date the employer receives a written request, unless the current or former employee, or
2 his or her representative, and the employer agree in writing to a date beyond 30 calendar days to
3 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
4 employer's receipt of the written request. Upon a written request from a current or former
5 employee, or his or her representative, the employer shall also provide a copy of the personnel
6 records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days
7 from the date the employer receives the request, unless the current or former employee, or his or
8 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce
9 a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
10 employer's receipt of the written request."

11 114. On March 23, 2022, PLAINTIFF requested DEFENDANTS to produce
12 PLAINTIFF's personnel file, all W2 information, all wage related documents, and all signed
13 documents.

14 115. DEFENDANTS failed to provide PLAINTIFF with complete employment records.

15 116. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
16 damage.

17 117. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and
18 penalties promulgated under *Labor Code*.

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

21 **SEVENTEENTH CAUSE OF ACTION**

22 **UNFAIR BUSINESS PRACTICES**

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

24 **(PLAINTIFF against all DEFENDANTS)**

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

27 120. DEFENDANTS, themselves or through their supervisors, in an effort to exploit,
28 harass, and discriminate against their employees for profit or otherwise, have engaged in the

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 disabilities;
- 4 b. Discriminating against employees based on disability;
- 5 c. Failing to accommodate;
- 6 d. Failing to properly supervise and train its employees;
- 7 e. Failing to pay minimum wages earned and owed to employees; and,
- 8 f. The foregoing wrongful activities have caused harm, fear, pressure, and
9 humiliation to the employee(s) at DEFENDANTS.

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

12 122. Pursuant to the provisions of §17203 of the California Business and Professions
13 Code, PLAINTIFF is entitled to restoration of lost wages, interests, and profits DEFENDANTS
14 have collected by the use of the unfair, deceptive, and misleading business practices described in
15 this Complaint.

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

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

23 **PRAYER FOR RELIEF**

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

- 26 1. General and compensatory damages in an amount to be subject to proof at trial to
27 the extent permitted by law;
- 28 2. Liquidated damages (if applicable);

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

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21 Dated: June 1, 2022

BITTON & ASSOCIATES

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24 Ophir J. Bitton
25 Lei Wei
26 Attorneys for Plaintiff,
Viviana Arellano

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Dated: June 1, 2022

A handwritten signature in black ink, appearing to be "Mrs".