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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

WILLIAM THOMPSON, an individual,

Plaintiff,

v.

INTERSTATE EQUITIES
CORPORATION, a California Corporation;
IEC PROPERTY SERVICES
CORPORATION, a California Corporation;
MARSHALL ALLEN BOYD, an individual;
and DOES 1 THROUGH 20, inclusive,

Defendants.

Case No.: 24CV445302
Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 2. DISCRIMINATION BASED ON PROTECTED STATUS – DISABILITY;**
- 3. FAILURE TO ACCOMMODATE;**
- 4. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS;**
- 5. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION, AND/OR RETALIATION;**
- 6. NONPAYMENT OF MINIMUM WAGES;**
- 7. NONPAYMENT OF REGULAR WAGES;**
- 8. NONPAYMENT OF OVERTIME COMPENSATION;**
- 9. FAILURE TO PROVIDE MEAL BREAKS;**
- 10. FAILURE TO PROVIDE REST PERIODS;**
- 11. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 12. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**

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**13. UNTIMELY PAYMENT OF WAGES;
14. UNLAWFUL WITHHOLDING OF
WAGES;
15. WAITING TIME PENALTIES;
16. CALIFORNIA PRIVATE ATTORNEY
GENERAL ACT [California Labor
Code §2698];
17. NEGLIGENCE;
18. NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
19. FAILURE TO PROVIDE
EMPLOYMENT RECORDS; AND
20. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff WILLIAM THOMPSON (“PLAINTIFF”) hereby files this Complaint against Defendants INTERSTATE EQUITIES CORPORATION (“IEC”), a California Corporation, IEC PROPERTY SERVICES CORPORATION (“IEC PROPERTY”), a California Corporation, MARSHALL ALLEN BOYD (“BOYD”) an individual, and DOES 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS”). PLAINTIFF alleges as follows:

PARTIES

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

2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant IEC 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 Santa Clara.

3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant IEC PROPERTY 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 Santa Clara.

4. PLAINTIFF is informed and believes, and on this basis alleges that Defendant BOYD is an individual conducting business in California and working in the County of Santa Clara.

5. The true names and capacities of DOES 1 through 20, inclusive, whether individual,

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

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

13 **JURISDICTION AND VENUE**

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

17 8. Venue is proper in Santa Clara County because, upon information and belief, at
18 least some of the transactions that are the subject matter of this Complaint occurred therein and/or
19 each defendant is found, maintains office, transacts business, and/or has an agent therein.

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

21 9. Starting from around August 8, 2022, PLAINTIFF was employed as a Manager by
22 IEC.

23 10. IEC is a real estate investment and management company employing more than
24 five employees for 11 buildings under its management.

25 11. BOYD is the Chief Executive Officer of IEC and IEC PROPERTY.

26 12. PLAINTIFF is informed and believes and thereon alleges that in his capacity as
27 Chief Executive Office, BOYD created and implemented policy and controlled PLAINTIFF and
28 PLAINTIFF's work conditions.

1 13. Through bi-weekly checks, PLAINTIFF was paid at \$28.56/hour, which was his
2 most recent hourly rate.

3 14. With only the title of Manager, PLAINTIFF's job duties were the same as a
4 technician.

5 15. Although his shifts were scheduled from 8 a.m. to 5 p.m., Monday to Friday,
6 PLAINTIFF had to be on call 24 hours on his workday.

7 16. If he was called after his shifts, PLAINTIFF would only receive two hours of
8 overtime no matter how long he worked. There are many overtime hours owed to PLAINTIFF as
9 a result of this policy.

10 17. Sometimes, PLAINTIFF received quarterly bonuses based on metric numbers as
11 well.

12 18. Further, PLAINTIFF was not allowed to leave the premises of work during his meal
13 and rest breaks and his breaks were often interrupted with job duties.

14 19. In or about 2023, PLAINTIFF's back was injured, and he was not properly
15 accommodated despite making a complaint to his supervisor.

16 20. On or around August 18, 2023, PLAINTIFF went on disability leave.

17 21. After he returned from his disability leave, PLAINTIFF was given a choice to be
18 demoted as a maintenance technician with a \$3.5/hour wage cut or lose his job.

19 22. On or around December 14, 2023, PLAINTIFF's job at IEC was terminated.

20 23. On February 26, 2024, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
21 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
22 Agency ("LWDA") and DEFENDANTS of the specific provisions of the labor Code alleged to
23 have been violated, including the facts and theories to support the alleged violation. As of the date
24 of filing this complaint, (more than 60 calendar days after PLAINTIFF's LWDA letters were
25 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
26 to investigate the alleged violations.

27 24. On February 26, 2024, PLAINTIFF filed a complaint with the Department of Fair
28 Employment and Housing ("DFEH") and obtained a Right to Sue letter on the same day.

1 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
2 Right to Sue notices.

3 **FIRST CAUSE OF ACTION**

4 **WRONGFUL TERMINATION**

5 **AND RETALIATION IN VIOLATION OF PUBLIC POLICY**

6 **(PLAINTIFF against IEC, IEC PROPERTY and DOE 1 through 10)**

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

9 26. PLAINTIFF was employed by DEFENDANTS.

10 27. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
11 in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a
12 result of having a disability.

13 28. DEFENDANTS took adverse employment actions against PLAINTIFF because
14 PLAINTIFF had sustained injuries while on the job, made complaints about the work-related
15 injuries, and sought an accommodation due to the injuries and medical condition. *California*
16 *Government Code* §12940 provides that it is against the law to discriminate against an employee
17 due to disability and medical condition, and to retaliate against an employee for requesting an
18 accommodation for disability and medical condition regardless of whether the request was granted.
19 These policies are also enumerated in *Labor Code* §132(a), FEHA, the California and United
20 States Constitutions, among other laws and regulations.

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

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

28 31. PLAINTIFF believes that DEFENDANTS’ conducts described above were done

1 with malice, fraud and oppression and with conscious disregard for PLAINTIFF's rights and with
2 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
3 punitive and exemplary damages.

4 32. In addition, PLAINTIFF is entitled to interest, attorney's fees and costs, among
5 other damages against all DEFENDANTS.

6 **SECOND CAUSE OF ACTION**

7 **DISCRIMINATION IN VIOLATION**

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

9 **(PLAINTIFF against IEC, IEC PROPERTY and DOE 1 through 10)**

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

12 34. PLAINTIFF was an employee of DEFENDANTS.

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

18 36. PLAINTIFF'S disability was a substantial motivating reason for DEFENDANTS'
19 conduct that caused the discrimination against PLAINTIFF.

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

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

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

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THIRD CAUSE OF ACTION

FAILURE TO ACCOMMODATE – DISABILITY DISCRIMINATION

IN VIOLATION OF GOVERNMENT CODE §12940(m)

(PLAINTIFF against IEC, IEC PROPERTY and DOE 1 through 10)

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

41. PLAINTIFF was employed as an employee by DEFENDANTS.

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

43. DEFENDANTS herein were aware of PLAINTIFF'S disability that limited PLAINTIFF'S work activities.

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

45. 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. Later he was expected to accept a demotion and pay cut.

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

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

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FOURTH CAUSE OF ACTION

FAILURE TO ENGAGE IN INTERACTIVE PROCESS

IN VIOLATION OF CALIFORNIA GOVERNMENT CODE §12940(n)

(PLAINTIFF against IEC, IEC PROPERTY and DOE 1 through 10)

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

49. PLAINTIFF was an employee of DEFENDANTS.

50. PLAINTIFF had a disability that was known to DEFENDANTS, and PLAINTIFF'S injury rendered PLAINTIFF disabled within the meaning for disability under FEHA.

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

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

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

54. 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.

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

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO TAKE REASONABLE STEPS**

3 **TO PREVENT DISCRIMINATION AND RETALIATION**

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

5 **(PLAINTIFF against IEC, IEC PROPERTY and DOE 1 through 10)**

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

8 57. PLAINTIFF was employed as an employee by DEFENDANTS.

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

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

15 60. As a substantial result of DEFENDANTS' failure to take reasonable steps to
16 prevent discrimination and retaliation, PLAINTIFF was harmed. The exact amount of damage to
17 PLAINTIFF shall be proved at trial.

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

20 **SIXTH CAUSE OF ACTION**

21 **NONPAYMENT OF MINIMUM WAGES**

22 **(PLAINTIFF against all DEFENDANTS)**

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

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

64. PLAINTIFF performed work for DEFENDANTS.

65. PLAINTIFF was, at times, paid less than the minimum wage by DEFENDANTS for hours worked. In fact, there were hours worked for which PLAINTIFF was not paid at all. Thus, PLAINTIFF was deprived of PLAINTIFF's regular rate of pay and even minimum wages.

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

67. PLAINTIFF often worked more than eight hours in a day and/or forty hours in a week, for which he should have been paid overtime wages. However, he was not compensated for most of this overdue time – not even minimum wage.

68. 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, liquidated damages, penalties, attorney's fees and costs.

SEVENTH CAUSE OF ACTION

NONPAYMENT OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

70. PLAINTIFF performed work for DEFENDANTS.

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

72. 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, liquidated damages, penalties, attorney's fees and costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **NONPAYMENT OF OVERTIME COMPENSATION**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

13 75. PLAINTIFF performed work for DEFENDANTS that PLAINTIFF worked
14 overtime hours for more than eight (8) hours in a day and/or forty (40) hours in a week and/or
15 seven consecutive days, yet not all his time was compensated, since he was only paid two hours
16 of overtime regardless of many overtime hours he worked.

17 76. DEFENDANTS knew or should have known that PLAINTIFF had worked
18 overtime hours.

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

23 **NINTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL BREAKS**

25 **(PLAINTIFF against all DEFENDANTS)**

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

28 79. *Labor Code* §512(a) provides that employees who work more than five hours in a

1 day are entitled to a meal period of at least 30 minutes; and a second meal period of at least 30
2 minutes if they work for more than 10 hours in a day.

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

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

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

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

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

25 85. Since PLAINTIFF was required to be on call 24 hours a day, he often had to forego
26 his meal breaks to help with tenant issues.

27 86. At times PLAINTIFF would have to completely forego his meal breaks or would
28 take his lunch breaks later. At other times, it was interrupted or cut short.

1 87. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal
2 breaks.

3 88. PLAINTIFF was at times not given meal breaks and at other times meal breaks
4 which were not compliant with labor laws.

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

10 **TENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE REST PERIODS**

12 **(PLAINTIFF against all DEFENDANTS)**

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

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

18 92. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to rest
19 breaks. PLAINTIFF's shifts that were over four (4) hours therefore were entitled to a rest period
20 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4)
21 hours of work.

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

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

1 **ELEVENTH 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 95. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
6 Complaint by reference as though fully set forth herein.

7 96. *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 97. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
13 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
14 withholdings, meal and rest premiums, among other things.

15 98. 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 99. PLAINTIFF is also entitled to injunctive relief to ensure compliance with the
19 aforementioned *Labor Code* provision.

20 **TWELFTH CAUSE OF ACTION**

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

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

23 **(PLAINTIFF against all DEFENDANTS)**

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

26 101. *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.

102. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage statements, willfully or intentionally. DEFENDANTS also failed to account for accurate withholdings, meal and rest premiums, among other things.

103. 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.

THIRTEENTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

105. *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.

106. DEFENDANTS failed to timely pay PLAINTIFF all minimum wages, regular wages, overtime wages, meal and rest break premiums that are due and payable for each pay period.

107. 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 **FOURTEENTH CAUSE OF ACTION**

2 **UNLAWFUL WITHHOLDING OF WAGES**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

11 111. Upon termination by DEFENDANTS, PLAINTIFF was entitled by law to receive
12 all of PLAINTIFF’s wages and paycheck(s) immediately. DEFENDANTS also unlawfully
13 withheld the balance of earned missed meal and rest break wages, and expense reimbursements.
14 Moreover, these wages were demanded thereafter.

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

19 **FIFTEENTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 **(PLAINTIFF against all DEFENDANTS)**

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

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

1 115. PLAINTIFF's employment with DEFENDANTS ended.

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

4 117. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

10 **SIXTEENTH CAUSE OF ACTION**

11 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

12 **LABOR CODE § 2698**

13 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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1 **SEVENTEENTH CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

11 125. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

12 126. DEFENDANTS' breach was and is the actual and proximate cause of
13 PLAINTIFF's harm.

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

16 **EIGHTEENTH CAUSE OF ACTION**

17 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

18 **(PLAINTIFF against all DEFENDANTS)**

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

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

26 130. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

27 131. DEFENDANTS' breach was and is the actual and proximate cause of
28 PLAINTIFF's harm.

1 132. As a result of this negligence, PLAINTIFF suffered and continues to suffer serious
2 emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief, anxiety,
3 worry, shock, humiliation, shame, embarrassment, and depression. This was a foreseeable result
4 of DEFENDANTS' negligence.

5 **NINETEENTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE EMPLOYMENT RECORDS**

7 **(PLAINTIFF against all DEFENDANTS)**

8 133. PLAINTIFF hereby realleges and incorporated all of the previous paragraphs of
9 this Complaint by reference as though fully set forth herein.

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

17 135. *Labor Code* §432 provides that "If an employee or applicant signs any instrument
18 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
19 request."

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

1 from the date the employer receives the request, unless the current or former employee, or his or
2 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce
3 a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
4 employer's receipt of the written request."

5 137. On February 26, 2024, PLAINTIFF requested DEFENDANTS to produce
6 PLAINTIFF'S personnel file, all W2 information, all wage related documents, and all signed
7 documents.

8 138. DEFENDANTS failed and expressly refused to provide PLAINTIFF with his
9 complete employment record.

10 139. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
11 damage.

12 140. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and
13 penalties promulgated under *Labor Code*.

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

16 **TWENTIETH CAUSE OF ACTION**

17 **UNFAIR BUSINESS PRACTICES**

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

19 **(PLAINTIFF against all DEFENDANTS)**

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

22 143. DEFENDANTS, themselves or through their supervisors, in an effort to exploit,
23 harass, and discriminate against their employees for profit or otherwise, have engaged in the
24 following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined
25 in this complaint:

- 26 a. Wrongfully terminating and retaliating against employees with disability and
27 medical condition-based reasons;
28 b. Discriminating against employees based on disability and medical condition;

- c. Failing to accommodate;
- d. Failing to properly supervise and train its employees;
- e. Failing to provide proper meal breaks and rest periods, or to pay premium wages for missed meal and rest periods to PLAINTIFF; and,
- f. The foregoing wrongful activities have caused harm, fear, pressure, and humiliation to the employee(s) at DEFENDANTS.

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

145. 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.

146. 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.

147. 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);

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

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

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

9 9. Punitive and exemplary damages;

10 10. Pre-judgment interest;

11 11. Costs of lawsuit herein incurred;

12 12. Attorneys' fees; and

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

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16 Dated: August 16, 2024

BITTON & ASSOCIATES

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20 Ophir J. Bitton, Esq.
21 Attorneys for Plaintiff,
22 William Thompson
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Dated: August 16, 2024



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
William Thompson