

Assigned for all purposes to: Torrance Courthouse, Judicial Officer: Gary Tanaka

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

MAYRA CALIX, an individual,

Plaintiff,

v.

C.H. LABORATORIES, INC., a California
Corporation; BRID A. NOLAN, an
individual; and DOES 1 THROUGH 20,
inclusive,

Defendants.

Case No.: 22TRCV00915
Unlimited Jurisdiction

COMPLAINT

- 1. DISCRIMINATION BASED ON PROTECTED STATUS – RACE AND NATIONAL ORIGIN;**
- 2. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION AND/OR RETALIATION;**
- 3. FAILURE TO PROVIDE MEAL BREAKS;**
- 4. FAILURE TO PROVIDE REST PERIODS;**
- 5. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**
- 7. UNLAWFUL WITHHOLDING OF WAGES;**
- 8. CALIFORNIA PRIVATE ATTORNEY GENERAL ACT [California Labor Code §2698];**
- 9. NEGLIGENCE;**
- 10. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;**
- 11. NEGLIGENT HIRING, SUPERVISION, AND RETENTION; AND**

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12. UNFAIR BUSINESS PRACTICES.
DEMAND FOR JURY TRIAL

Plaintiff MAYRA CALIX (“PLAINTIFF”) hereby files this Complaint against Defendants C.H. LABORATORIES, INC. (“C.H.”), a California Corporation, EMPLOYBRIDGE, LLC, a California Limited Liability Company, BRID A. NOLAN (“NOLAN”), 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 C.H. 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 NOLAN 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 common enterprise of the other defendants herein, and was at all such times acting within the course and scope of said agency and employment and with the consent and permission of each of

1 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
2 other co-defendants, and each of them.

3 **JURISDICTION AND VENUE**

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

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

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

11 8. On or around June 7, 2021, PLAINTIFF was employed as a packer by C.H.

12 9. PLAINTIFF was paid bi-weekly for \$13/hour.

13 10. Scheduled for work from 6 a.m. to 2:30 p.m., Monday to Friday, PLAINTIFF was
14 only given lunch breaks at 12 p.m., more than five hours after she clocked in, and given two 15
15 minutes rest breaks at 8 and 10 a.m.

16 11. PLAINTIFF was racially discriminated against due to her being Hispanic. The
17 daughter of C.H.'s owner was employed as the administrative secretary. Because she did not like
18 the smell of fish in Hispanic employees' lunch, C.H. threatened to take the kitchen microwave
19 away to prevent employees like PLAINTIFF from having lunch with fish.

20 12. Yet worse, PLAINTIFF was constantly picked on by C.H. for speaking Spanish out
21 loud at work.

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

1 14. On August 23, 2022, PLAINTIFF filed a complaint with the Department of Fair
2 Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day.
3 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
4 Right to Sue notices.

5 **FIRST CAUSE OF ACTION**

6 **DISCRIMINATION IN VIOLATION**

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

8 **(PLAINTIFF against C.H. and DOE 1 through 10)**

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

11 16. PLAINTIFF was an employee of DEFENDANTS.

12 17. PLAINTIFF constantly endured severe race and national origin-based
13 discrimination at work. DEFENDANTS knew of such discrimination against PLAINTIFF but
14 failed to take immediate and appropriate corrective action.

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

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

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

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION**

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

26 **(PLAINTIFF against C.H. and DOE 1 through 10)**

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

22. PLAINTIFF was employed as an employee by DEFENDANTS.

23. PLAINTIFF was subject to race and national origin discrimination in violation of public policy in the course of employment.

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

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

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

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL BREAKS

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

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

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

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

15 34. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
16 non-exempt position.

17 35. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
18 breaks.

19 36. PLAINTIFF was at times not given meal breaks and at other times meal breaks
20 which were not compliant with labor laws.

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

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **(PLAINTIFF against all DEFENDANTS)**

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

6 39. 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 40. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
10 non-exempt position.

11 41. 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 42. 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 43. 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 **FIFTH 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 44. 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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45. *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).

46. 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.

47. 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.

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

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226.3

(PLAINTIFF against all DEFENDANTS)

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

50. *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.

51. 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.

1 52. 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 **SEVENTH CAUSE OF ACTION**

5 **UNLAWFUL WITHHOLDING OF WAGES**

6 **(PLAINTIFF against all DEFENDANTS)**

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

9 54. *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 55. *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 56. 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, missed meal and rest break wages. Moreover, these wages
17 were demanded thereafter.

18 57. 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 **EIGHTH CAUSE OF ACTION**

23 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

24 **LABOR CODE § 2698**

25 **(PLAINTIFF against all DEFENDANTS)**

26 58. 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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59. 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.

60. 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.

61. 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.

NINTH CAUSE OF ACTION

NEGLIGENCE

(PLAINTIFF against all DEFENDANTS)

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

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

64. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

65. DEFENDANTS' breach was and is the actual and proximate cause of PLAINTIFF's harm.

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

TENTH CAUSE OF ACTION

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(PLAINTIFF against all DEFENDANTS)

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

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

8 69. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

9 70. DEFENDANTS' breach was and is the actual and proximate cause of
10 PLAINTIFF's harm.

11 71. As a result of this negligence, PLAINTIFF suffered and continues to suffer serious
12 emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief, anxiety,
13 worry, shock, humiliation, shame, embarrassment, and depression. This was a foreseeable result
14 of DEFENDANTS' negligence.

15 **ELEVENTH CAUSE OF ACTION**

16 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

17 **(PLAINTIFF against all DEFENDANTS)**

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

20 73. DEFENDANTS hired PLAINTIFF's supervisors.

21 74. PLAINTIFF's supervisors became unfit and incompetent to perform the work for
22 which PLAINTIFF's supervisors were hired.

23 75. DEFENDANTS knew or should have known of PLAINTIFF's supervisors became
24 unfit and incompetent to perform the work, and PLAINTIFF's supervisors created a particular risk
25 to others.

26 76. PLAINTIFF's supervisors' unfitness and incompetence harmed PLAINTIFF.
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1 77. DEFENDANTS' negligence in hiring, supervising and retaining of PLAINTIFF's
2 supervisors was a substantial factor in causing PLAINTIFF's harm. The exact amount of damage
3 to PLAINTIFF shall be proved at trial.

4 **TWELFTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

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

7 **(PLAINTIFF against all DEFENDANTS)**

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

10 79. DEFENDANTS, themselves or through their supervisors, in an effort to exploit,
11 harass, and discriminate against their employees for profit or otherwise, have engaged in the
12 following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined
13 in this complaint:

- 14 a. Discriminating against employees based on race and national origin;
- 15 b. Failing to properly supervise and train its employees;
- 16 c. Failing to provide proper meal breaks and rest periods, or to pay premium
17 wages for missed meal and rest periods to PLAINTIFF; and,
- 18 d. The foregoing wrongful activities have caused harm, fear, pressure, and
19 humiliation to the employee(s) at DEFENDANTS.

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

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

26 82. Pursuant to provisions of §17203 et seq. of the California Business and Professions
27 Code, DEFENDANTS must be ordered to disgorge all the unlawful profits in the relevant statutory
28 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.

83. 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.

1 Dated: October 11, 2022

BITTON & ASSOCIATES

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Ophir J. Bitton, Esq.
5 Lei Wei, Esq.
6 Attorneys for Plaintiff,
Mayra Calix
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