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

EDNA RAMIREZ, 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.: 22STCV32654

Unlimited Jurisdiction

COMPLAINT

- 1. CONSTRUCTIVE WRONGFUL
TERMINATION AND RETALIATION
IN VIOLATION OF PUBLIC
POLICY;**
- 2. DISCRIMINATION BASED ON
PROTECTED STATUS – RACE AND
NATIONAL ORIGIN;**
- 3. FAILURE TO TAKE REASONABLE
STEPS TO PREVENT
DISCRIMINATION AND/OR
RETALIATION;**
- 4. FAILURE TO PROVIDE MEAL
BREAKS;**
- 5. FAILURE TO PROVIDE REST
PERIODS;**
- 6. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS [California
Labor Code §226(a)];**
- 7. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS [California
Labor Code §226.3];**
- 8. UNLAWFUL WITHHOLDING OF
WAGES;**
- 9. WAITING TIME PENALTIES;**
- 10. CALIFORNIA PRIVATE ATTORNEY
GENERAL ACT [California *Labor*
Code §2698];**

Complaint

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**11. NEGLIGENCE;
12. NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
13. NEGLIGENT HIRING,
SUPERVISION, AND RETENTION;
AND
14. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff EDNA RAMIREZ (“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.

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

8 **JURISDICTION AND VENUE**

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

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

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

16 8. In or about 2021, PLAINTIFF was employed as a packer and machine operator by
17 C.H.

18 9. PLAINTIFF was paid bi-weekly at \$14/hour, her most recent hourly wage, and she
19 was scheduled to work from 4 a.m. to 2:30 p.m., Monday to Friday.

20 10. PLAINTIFF was only given lunch breaks at 12 p.m., more than five hours after she
21 clocked in, and given two 15 minutes rest breaks at 8 and 10 a.m. DEFENDANTS always
22 maintained its premise's gate closed, ordering employees to stay within the worksite even during
23 their breaks.

24 11. As a Latina, PLAINTIFF was racially discriminated against at C.H. The daughter
25 of C.H.'s owner was employed as the administrative secretary. Because she did not like the smell
26 of fish in Hispanic employees' lunch, C.H. threatened to take the kitchen microwave away to
27 prevent employees like PLAINTIFF from having lunch with fish.

28 12. In addition, PLAINTIFF once asked for a raise along with other employees,

1 however, C.H. told the employees C.H. “got to work them like slave, like negros.”

2 13. The manager who brough both lunch and raise issues to C.H. was eventually
3 terminated.

4 14. On or around August 17, 2021, due to the hostile work environment, PLAINTIFF
5 was forced to quit her position at C.H.

6 15. On August 10, 2022, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
7 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
8 Agency (“LWDA”) and DEFENDANTS of the specific provisions of the labor Code alleged to
9 have been violated, including the facts and theories to support the alleged violation. As of the date
10 of filing this complaint, (more than 60 calendar days after PLAINTIFF’s LWDA letters were
11 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
12 to investigate the alleged violations.

13 16. On August 10, 2022, PLAINTIFF filed a complaint with the Department of Fair
14 Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day.
15 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
16 Right to Sue notices.

17 **FIRST CAUSE OF ACTION**

18 **CONSTRUCTIVE WRONGFUL TERMINATION**

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

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

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

23 18. PLAINTIFF was employed as an employee by DEFENDANTS.

24 19. PLAINTIFF was subjected to working conditions that violated public policy and
25 the California Fair Employment and Housing Act (“FEHA”), in that DEFENDANTS took adverse
26 employment actions against PLAINTIFF because PLAINTIFF’s race and national origin.
27 *California Government Code* §12940 provides that it is against the law to discriminate against an
28 employee due to race and national origin, which are protected status under FEHA.

20. DEFENDANTS intentionally created and/or knowingly permitted these working conditions.

21. These working conditions were so intolerable that a reasonable person in PLAINTIFF's position would have had no reasonable alternative except to resign.

22. PLAINTIFF resigned because of these working conditions, and the employment relationship was actually severed involuntarily by DEFENDANTS' acts, against PLAINTIFF's will.

23. PLAINTIFF's protected status described above were substantial motivating factors for DEFENDANTS' adverse employment actions taken against PLAINTIFF.

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

25. 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.

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

SECOND CAUSE OF ACTION

DISCRIMINATION IN VIOLATION

OF CALIFORNIA GOVERNMENT CODE §12940, ET SEQ

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

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

28. PLAINTIFF was an employee of DEFENDANTS.

1 29. PLAINTIFF constantly endured severe race and national origin discrimination at
2 work. DEFENDANTS knew of such discrimination against PLAINTIFF but failed to take
3 immediate and appropriate corrective action.

4 30. PLAINTIFF's race and national origin were the substantial motivating reasons for
5 DEFENDANTS' conduct that caused the constructive wrongful termination against PLAINTIFF.

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

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

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

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO TAKE REASONABLE STEPS**

16 **TO PREVENT DISCRIMINATION AND RETALIATION**

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

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

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

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

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

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

28 38. As a substantial result of DEFENDANTS' failure to take reasonable steps to

1 prevent discrimination and retaliation, PLAINTIFF was harmed. The exact amount of damage to
2 PLAINTIFF shall be proved at trial.

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

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL BREAKS**

7 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

27 45. Section 11(D) of the *IWC Wage Order(s)* provides that "If an employer fails to
28 provide an employee a meal period in accordance with the applicable provisions of this order, the

1 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
2 compensation for each workday that the meal period is not provided."

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

7 47. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
8 non-exempt position.

9 48. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal
10 breaks.

11 49. PLAINTIFF was at times not given meal breaks and at other times meal breaks
12 which were not compliant with labor laws.

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

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 **(PLAINTIFF against all DEFENDANTS)**

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

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

26 53. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
27 non-exempt position.

1 54. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to rest
2 breaks. PLAINTIFF's shifts that were over four (4) hours therefore were entitled to a rest period
3 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4)
4 hours of work.

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

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

12 **SIXTH CAUSE OF ACTION**

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

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

15 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226.3

(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. *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.

64. 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.

65. 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.

EIGHTH CAUSE OF ACTION

UNLAWFUL WITHHOLDING OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

67. *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."

68. *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.

69. 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 missed meal and rest break wages. Moreover, these wages were demanded thereafter.

70. 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.

NINTH CAUSE OF ACTION

WAITING TIME PENALTIES

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

73. PLAINTIFF's employment with DEFENDANTS ended.

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

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

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

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

3 **TENTH CAUSE OF ACTION**

4 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

5 **LABOR CODE § 2698**

6 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

19 **ELEVENTH CAUSE OF ACTION**

20 **NEGLIGENCE**

21 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

TWELFTH CAUSE OF ACTION

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(PLAINTIFF against all DEFENDANTS)

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

87. DEFENDANTS owe, and at all times relevant owed, a duty to their employees to provide a safe, non-discriminating, non-retaliatory and harassment-free work environment, to make sure that its supervisors take action against employees practicing workplace discrimination, retaliation, and harassment, 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.

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

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

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

THIRTEENTH CAUSE OF ACTION

NEGLIGENT HIRING, SUPERVISION, AND RETENTION

(PLAINTIFF against all DEFENDANTS)

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

92. DEFENDANTS hired PLAINTIFF's supervisors.

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

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

95. PLAINTIFF's supervisors' unfitness and incompetence harmed PLAINTIFF.

96. DEFENDANTS' negligence in hiring, supervising and retaining of PLAINTIFF's supervisors was a substantial factor in causing PLAINTIFF's harm. The exact amount of damage to PLAINTIFF shall be proved at trial.

FOURTEENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

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

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

100. 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.

101. 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.

102. 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;

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

3 9. Punitive and exemplary damages;

4 10. Pre-judgment interest;

5 11. Costs of lawsuit herein incurred;

6 12. Attorneys' fees; and

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

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12 Dated: October 5, 2022

BITTON & ASSOCIATES

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15 _____
16 Ophir J. Bitton, Esq.
17 Lei Wei, Esq.
18 Attorneys for Plaintiff,
19 Edna Ramirez
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Dated: October 5, 2022

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

Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Edna Ramirez