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

MARIA REYES, 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.: 22STCV32650
 Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 2. DISCRIMINATION BASED ON PROTECTED STATUS – DISABILITY, RACE NATIONAL ORIGIN AND IMMIGRATION STATUS;**
- 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. FAILURE TO PROVIDE MEAL BREAKS;**
- 7. FAILURE TO PROVIDE REST PERIODS;**
- 8. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 9. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**
- 10. UNLAWFUL WITHHOLDING OF WAGES;**
- 11. WAITING TIME PENALTIES;**

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- 12. CALIFORNIA PRIVATE ATTORNEY
GENERAL ACT [California *Labor
Code* §2698];**
13. NEGLIGENCE;
**14. NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;**
**15. NEGLIGENT HIRING,
SUPERVISION, AND RETENTION;
AND**
16. UNFAIR BUSINESS PRACTICES.

DEMAND FOR JURY TRIAL

9 Plaintiff MARIA REYES (“PLAINTIFF”) hereby files this Complaint against Defendants
10 C.H. LABORATORIES, INC. (“C.H.”), a California Corporation, EMPLOYBRIDGE, LLC, a
11 California Limited Liability Company, BRID A. NOLAN (“NOLAN”), an individual, and DOES
12 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS”). PLAINTIFF is informed and
13 believes, and on the basis of that information and belief, alleges as follows:

14 **PARTIES**

15 1. PLAINTIFF is, and at all times material hereto was, an individual residing in the
16 County of Los Angeles in the State of California.

17 2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant C.H.
18 is, and at all times material hereto was, a California corporation organized and existing under the
19 laws of the State of California and authorized to conduct business in the County of Los Angeles.

20 3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
21 NOLAN is an individual conducting business in California and working in the County of Los
22 Angeles.

23 4. The true names and capacities of DOES 1 through 20, inclusive, whether individual,
24 corporate, associate, or otherwise, are unknown to PLAINTIFF at this time, who therefore sues
25 said defendants by such fictitious names; when the true names and capacities of such defendants
26 are ascertained, PLAINTIFF will seek leave of court to amend this Complaint to insert same.
27 PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is
28 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 2004, PLAINTIFF was employed as a machine operator by C.H.

17 9. PLAINTIFF was paid bi-weekly at \$14/hour, her most recent hourly wage, and she
18 was scheduled to work from 6 a.m. to 2:30 p.m., Monday to Friday.

19 10. DEFENDANTS always maintained its premise's gate closed, ordering employees
20 to stay within the worksite even during their breaks.

21 11. There was one occasion when PLAINTIFF's supervisor called her husband and
22 coworker Jose Pedraza ("Pedraza") to the office and ordered him to pressure other employees to
23 work harder. The supervisor told Pedraza that illegal immigrant employees would do anything for
24 any amount of money paid to them, and that they could not do anything against the employer.
25 Worse yet, this supervisor ordered Pedraza to pressure employees to "work like slaves, like
26 negros."

27 12. Once PLAINTIFF she slipped and fell when she was washing a machine at work.
28 She injured her arm and it had become worse. Her manager Valeria knew about her injury, but

1 PLAINTIFF never received follow-up from C.H.

2 13. On or around August 5, 2021, C.H. refused PLAINTIFF to come into work,
3 terminated her job, and did not pay her for the last week of work.

4 14. On August 5, 2022, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
5 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
6 Agency (“LWDA”) and DEFENDANTS of the specific provisions of the labor Code alleged to
7 have been violated, including the facts and theories to support the alleged violation. As of the date
8 of filing this complaint, (more than 60 calendar days after PLAINTIFF’s LWDA letters were
9 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
10 to investigate the alleged violations.

11 15. On August 5, 2022, PLAINTIFF filed a complaint with the Department of Fair
12 Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day.
13 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
14 Right to Sue notices.

15 **FIRST CAUSE OF ACTION**

16 **WRONGFUL TERMINATION**

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

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

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

21 17. PLAINTIFF was employed by DEFENDANTS.

22 18. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
23 in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a
24 result of having a disability, and as a result of race, national origin, and immigration status.

25 19. DEFENDANTS took adverse employment actions against PLAINTIFF because
26 PLAINTIFF had sustained injuries while on the job, made complaints about the work-related
27 injuries, and sought an accommodation due to the injuries and disability. Even worse,
28 DEFENDANTS threatened that PLAINTIFF would be fired if PLAINTIFF reported work-related

injuries. *California Government Code* §12940 provides that it is against the law to discriminate against an employee due to disability and gender and to retaliate against an employee for requesting an accommodation for disability regardless of whether the request was granted. These policies are also enumerated in *Labor Code* §132(a), FEHA, the California and United States Constitutions, among other laws and regulations.

20. DEFENDANTS also discharged PLAINTIFF because PLAINTIFF's race, national origin, and immigration status. *California Government Code* §12940 provides that it is against the law to discriminate against an employee due to race, national origin, and immigration status, which are protected status under FEHA.

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

22. 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.

23. 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.

24. 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)

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

1 26. PLAINTIFF was an employee of DEFENDANTS.

2 27. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was
3 injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability
4 under FEHA. DEFENDANTS herein were aware of PLAINTIFF's injury and disability. However,
5 DEFENDANTS otherwise expected PLAINTIFF to work through the pain without treatment or
6 accommodation.

7 28. Moreover, PLAINTIFF endured severe race, national origin, and immigration
8 status discrimination at work. DEFENDANTS knew of such discrimination against PLAINTIFF
9 but failed to take immediate and appropriate corrective action.

10 29. PLAINTIFF's disability, race, national origin, and immigration status were
11 substantial motivating reasons for DEFENDANTS' conduct that caused the wrongful termination
12 against PLAINTIFF.

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

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

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

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO ACCOMMODATE – DISABILITY DISCRIMINATION**

23 **IN VIOLATION OF GOVERNMENT CODE §12940(m)**

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

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

27 34. PLAINTIFF was employed as an employee by DEFENDANTS.

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

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

6 47. As a substantial result of DEFENDANTS' failure to engage in the interactive
7 process, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at
8 trial.

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

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO TAKE REASONABLE STEPS**

13 **TO PREVENT DISCRIMINATION AND RETALIATION**

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

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

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

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

19 51. PLAINTIFF was subject to disability, race, national origin, and immigration status
20 discrimination and retaliation in violation of public policy in the course of employment.

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

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

1 54. In addition, PLAINTIFF is entitled to interest, penalties, attorney’s fees and costs,
2 among other damages against DEFENDANTS.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE MEAL BREAKS**

5 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

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

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

5 62. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
6 non-exempt position.

7 63. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal
8 breaks.

9 64. PLAINTIFF was at times not given meal breaks and at other times meal breaks
10 which were not compliant with labor laws.

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

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST PERIODS**

18 **(PLAINTIFF against all DEFENDANTS)**

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

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

24 68. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
25 non-exempt position.

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

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

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

10 **EIGHTH CAUSE OF ACTION**

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

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

13 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

1 **NINTH CAUSE OF ACTION**

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

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

4 **(PLAINTIFF against all DEFENDANTS)**

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

7 78. *Labor Code* §§226 and 226.3 provides for civil penalties against anyone who
8 violates *Labor Code* §226. *Labor Code* §226(a) requires employers to provide accurate itemized
9 wage statements for each wage payment. Specifically, *Labor Code* §226.3 provides a penalty of
10 two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
11 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer
12 fails to provide the employee a wage statement in compliance with *Labor Code* §226.

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

16 80. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
17 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties
18 promulgated under *Labor Code* §§226 and 226.3.

19 **TENTH CAUSE OF ACTION**

20 **UNLAWFUL WITHHOLDING OF WAGES**

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

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

1 84. Upon termination by DEFENDANTS, PLAINTIFF was entitled by law to receive
2 all of PLAINTIFF's wages and paycheck(s) immediately. DEFENDANTS also unlawfully
3 withheld the balance of earned missed meal and rest break wages. Moreover, these wages were
4 demanded thereafter.

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

9 **ELEVENTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **(PLAINTIFF against all DEFENDANTS)**

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

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

19 88. PLAINTIFF's employment with DEFENDANTS ended.

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

22 90. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

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1 **TWELFTH CAUSE OF ACTION**

2 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

3 **LABOR CODE § 2698**

4 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

17 **THIRTEENTH CAUSE OF ACTION**

18 **NEGLIGENCE**

19 **(PLAINTIFF against all DEFENDANTS)**

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

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

28 98. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

1 99. DEFENDANTS' breach was and is the actual and proximate cause of
2 PLAINTIFF's harm.

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

5 **FOURTEENTH CAUSE OF ACTION**

6 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

7 **(PLAINTIFF against all DEFENDANTS)**

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

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

16 103. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

17 104. DEFENDANTS' breach was and is the actual and proximate cause of
18 PLAINTIFF's harm.

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

23 **FIFTEENTH CAUSE OF ACTION**

24 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

25 **(PLAINTIFF against all DEFENDANTS)**

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

28 107. DEFENDANTS hired PLAINTIFF's supervisors.

humiliation to the employee(s) at DEFENDANTS.

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

115. 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.

116. 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.

117. 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

1 action;

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

4 9. Punitive and exemplary damages;

5 10. Pre-judgment interest;

6 11. Costs of lawsuit herein incurred;

7 12. Attorneys' fees; and

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

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13 Dated: October 5, 2022

BITTON & ASSOCIATES

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17 Ophir J. Bitton, Esq.
18 Lei Wei, Esq.
19 Attorneys for Plaintiff,
20 Maria Reyes
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Dated: October 5, 2022



Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Maria Reyes