

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Bruce Iwasaki

Ophir J. Bitton (SBN: 204310)
Lei Wei (SBN: 337624)
BITTON & ASSOCIATES
7220 Melrose Avenue, 2nd Floor
Los Angeles, CA 90046
Tel. No.: (310) 356-1006
Fax No.: (818) 524-1224

Attorneys for Plaintiff,
Jose Pedraza

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

JOSE PEDRAZA, 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.: 22STCV32640

Unlimited Jurisdiction

COMPLAINT

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

Complaint

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

DEMAND FOR JURY TRIAL

Plaintiff JOSE PEDRAZA (“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. Since around June 2001, PLAINTIFF was employed as a production manager by
17 C.H. Although he was given such a title, PLAINTIFF also worked as a mechanic, plumber, and
18 electrician when there is such work needed at C.H.

19 9. PLAINTIFF was paid bi-weekly at \$19/hour, his most recent hourly wage, and he
20 was scheduled to work from 6 a.m. to 2:30 p.m., Monday to Friday.

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

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

28 12. Due to the work environment described above at DEFENDANTS, PLAINTIFF

1 constantly felt anxious and stressed out. He had paralysis a month before his termination and his
2 doctor told him it was because his stress.

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

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

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

16 **FIRST CAUSE OF ACTION**

17 **WRONGFUL TERMINATION**

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

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

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

22 17. PLAINTIFF was employed by DEFENDANTS.

23 18. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
24 in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a
25 result of race and national origin. *California Government Code* §12940 provides that it is against
26 the law to discriminate against an employee due to race and national origin. These policies are
27 also enumerated in FEHA, the California and United States Constitutions, among other laws and
28 regulations.

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

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

8 21. 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 22. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
13 among other damages against DEFENDANTS.

14 **SECOND CAUSE OF ACTION**

15 **DISCRIMINATION IN VIOLATION**

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

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

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

20 24. PLAINTIFF was an employee of DEFENDANTS.

21 25. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF constantly
22 endured severe race and national origin discrimination at work. DEFENDANTS knew of such
23 discrimination against PLAINTIFF but failed to take immediate and appropriate corrective action.

24 26. PLAINTIFF's race and national origin were the substantial motivating reasons for
25 DEFENDANTS' conduct that caused the wrongful termination against PLAINTIFF.

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

1 28. PLAINTIFF believes that DEFENDANTS' conducts described above were done
2 with malice, fraud and oppression and with conscious disregard for PLAINTIFF's rights and with
3 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
4 punitive and exemplary damages.

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

7 **THIRD CAUSE OF ACTION**

8 **HARASSMENT IN VIOLATION**

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

10 **(PLAINTIFF against all DEFENDANTS)**

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

13 31. PLAINTIFF was an employee of DEFENDANTS.

14 32. PLAINTIFF was subjected to harassing conducts because PLAINTIFF's race and
15 national origin.

16 33. The harassing conducts were severe or pervasive.

17 34. A reasonable person in PLAINTIFF's circumstances would have considered the
18 work environment to be hostile, intimidating, offensive, oppressive, and abusive. As a matter of
19 fact, PLAINTIFF considered the work environment to be hostile, intimidating, offensive,
20 oppressive, or abusive.

21 35. A supervisor of DEFENDANTS, engaged in the harassing conducts, and
22 DEFENDANTS knew the conducts but failed to take immediate and appropriate corrective action.

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

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

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

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO TAKE REASONABLE STEPS**
5 **TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION**
6 **IN VIOLATION OF GOVERNMENT CODE §12940 (k)**

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

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

10 40. PLAINTIFF was employed as an employee by DEFENDANTS.

11 41. PLAINTIFF was subject to race and national origin discrimination, harassment and
12 retaliation in violation of public policy in the course of employment.

13 42. DEFENDANTS failed to take all reasonable steps to prevent discrimination,
14 harassment and retaliation. DEFENDANTS ignored PLAINTIFF's complaints about
15 discrimination and harassment, and as a result by not doing anything, had condoned, ratified and
16 participated in the acts causing PLAINTIFF harm.

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

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

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE MEAL BREAKS**
24 **(PLAINTIFF against all DEFENDANTS)**

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

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

1 minutes if they work for more than 10 hours in a day.

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

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

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

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

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

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

26 53. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
27 breaks.
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1 54. PLAINTIFF was at times not given meal breaks and at other times meal breaks
2 which were not compliant with labor laws.

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

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST PERIODS**

10 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

18 59. 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 60. 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 61. 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 **SEVENTH 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 62. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
6 Complaint by reference as though fully set forth herein.

7 63. *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 64. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
13 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
14 withholdings, hours, wage rates, overtime, meal and rest premiums, among other things.

15 65. 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 66. PLAINTIFF is also entitled to injunctive relief to ensure compliance with the
19 aforementioned *Labor Code* provision.

20 **EIGHTH 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 67. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
25 Complaint by reference as though fully set forth herein.

26 68. *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.

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

70. 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.

NINTH CAUSE OF ACTION

UNLAWFUL WITHHOLDING OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

72. *Labor Code* §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."

73. *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.

74. 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.

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

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

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

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

9 **TWELFTH CAUSE OF ACTION**

10 **NEGLIGENCE**

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

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

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

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

24 **THIRTEENTH CAUSE OF ACTION**

25 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

26 **(PLAINTIFF against all DEFENDANTS)**

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

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

7 93. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

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

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

14 **FOURTEENTH CAUSE OF ACTION**

15 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

16 **(PLAINTIFF against all DEFENDANTS)**

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

19 97. DEFENDANTS hired PLAINTIFF's supervisors.

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

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

25 100. PLAINTIFF's supervisors' unfitness and incompetence harmed PLAINTIFF.

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

1 **FIFTEENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES**

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

4 **(PLAINTIFF against all DEFENDANTS)**

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

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

- 11 a. Wrongfully terminating and retaliating against employees with race and
12 national origin based reasons;
- 13 b. Discriminating against employees based on race and national origin;
- 14 c. Harassing employees based on race and national origin;
- 15 d. Failing to properly supervise and train its employees;
- 16 e. 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 f. The foregoing wrongful activities have caused harm, fear, pressure, and
19 humiliation to the employee(s) at DEFENDANTS.

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

22 105. 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.

26 106. 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.

107. 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.

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3 Dated: October 5, 2022

BITTON & ASSOCIATES

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7 Ophir J. Bitton, Esq.
8 Lei Wei, Esq.
Attorneys for Plaintiff,
Jose Pedraza

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Dated: October 5, 2022



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