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

SOFIA GONZALEZ, an individual,

Plaintiff,

v.

VIEWCREST MEDICAL GROUP, INC., a
California Corporation; GREGORY K.
HONG, an individual; and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No.: 23STCV09515
Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 2. FAILURE TO TAKE REASONABLE STEPS TO PREVENT RETALIATION;**
- 3. NONPAYMENT OF MINIMUM WAGES;**
- 4. NONPAYMENT OF REGULAR WAGES;**
- 5. NONPAYMENT OF OVERTIME COMPENSATION;**
- 6. UNTIMELY PAYMENT OF WAGES;**
- 7. FAILURE TO PROVIDE MEAL BREAKS;**
- 8. FAILURE TO PROVIDE REST PERIODS;**
- 9. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 10. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**
- 11. FAILURE TO REIMBURSE EXPENSES;**
- 12. UNLAWFUL WITHHOLDING OF WAGES;**
- 13. WAITING TIME PENALTIES;**

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14. CALIFORNIA PRIVATE ATTORNEY
GENERAL ACT [California *Labor*
Code §2698];
15. NEGLIGENCE;
16. NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
17. NEGLIGENT HIRING,
SUPERVISION, AND RETENTION;
18. FAILURE TO PROVIDE
EMPLOYMENT RECORDS; AND
19. UNFAIR BUSINESS PRACTICES.

DEMAND FOR JURY TRIAL

9 Plaintiff SOFIA GONZALEZ (“PLAINTIFF”) hereby files this Complaint against
10 Defendants VIEWCREST MEDICAL GROUP, INC. (“VIEWCREST”), a California
11 Corporation, GREGORY K. HONG (“HONG”), an individual, and DOES 1 THROUGH 20,
12 inclusive (Collectively, “DEFENDANTS”). PLAINTIFF is informed and believes, and on the
13 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
18 VIEWCREST is, and at all times material hereto was, a California corporation organized and
19 existing under the laws of the State of California and authorized to conduct business in the County
20 of Los Angeles.

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

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

1 responsible for each and every act and obligation hereinafter set forth.

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

9 **JURISDICTION AND VENUE**

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

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

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

17 8. In or about October 2021, PLAINTIFF began working for VIEWCREST at
18 \$18/hour as a Nursing Assistant.

19 9. VIEWCREST is a residential treatment facility employing around eight employees,
20 and Gregory K. Hong ("Hong") is VIEWCREST's sole Chief Execution Officer and Chief
21 Financial Officer.

22 10. Scheduled for four days a week, PLAINTIFF regularly went to work from 6 a.m.
23 to 6 p.m., and there was one month she had to work one extra day in those weeks. She had to
24 participate in an unpaid orientation program at the beginning of employment.

25 11. Despite working 12-hour shifts, PLAINTIFF and other employees similarly
26 situated were typically not paid at her overtime rate.

27 12. Without employees' approval, it is a common practice at VIEWCREST to round
28 down their hours which led to unpaid time outside the 12-hour schedule if employees arrived early

1 and left late.

2 13. At least for PLAINTIFF, she was not even given any paystubs from the start of
3 employment towards around January 2022 while she received only paychecks.

4 14. PLAINTIFF and other employees were required to sign a lunch break waiver that
5 they had to attend customers and patients during their breaks, and therefore DEFENDANTS
6 mandated that there was no need for employees to clock out for their breaks.

7 15. VIEWCREST's Human Resources ("HR") further asked employees not to leave
8 the facility during their breaks and to bring their own lunch because there was no reason to go out
9 and buy lunch.

10 16. One time PLAINTIFF had to purchase trash bags for the office, however no
11 reimbursement was rendered to her.

12 17. Licensed Practical Nurse Silvia Noriega ("Noriega") was assigned to work together
13 with PLAINTIFF for a patient named Willy Doe ("Willy"). Willy had special medical needs for
14 extensive care and strong narcotics, however, Noriega constantly neglected care for Willy. Noriega
15 would not give Willy medication at the right times, nor would she get the medication refilled on
16 time when Willy ran out of pills. Since Willy was under her care, Noriega would verbally abuse
17 Willy that Willy had no rights and got to wait for the pills as Noriega pleased. Willy had
18 experienced severe episodes when her medication was not given. Worse yet, Noriega once told
19 Willy that she would rather quit than change her bloody pee container and instructed PLAINTIFF
20 not to clean or bathe Willy to let her rot, but PLAINTIFF would still change her over Noriega's
21 distaste. Suffering from Noriega's negligence and abuse, Willy told PLAINTIFF many times that
22 she felt intimidated by Noriega and Noriega simply wanted to get rid of her. Eventually, California
23 Department of Public Health ("CDPH") was called and went to VIEWCREST for an investigation
24 on or around April 27, 2022. Noriega and VIEWCREST HR suspected that PLAINTIFF tiptoed
25 CDPH since she did not warn Noriega that CDPH had arrived the facility on that day.

26 18. Soon after CDPH left, DEFENDANTS suspended PLAINTIFF for three days
27 without pay and initiated an investigation on her work performance. Noriega told Hong that if
28 PLAINTIFF went back to VIEWCREST, she would not come back to work. After the suspension,

VIEWCREST HR informed PLAINTIFF on or around May 25, 2022 that they decided to terminate her on the job.

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

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

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION

AND RETALIATION IN VIOLATION OF PUBLIC POLICY

(PLAINTIFF against VIEWCREST and DOE 1 through 10)

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

22. PLAINTIFF was employed by DEFENDANTS.

23. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS in violation of public policy, the California Fair Employment and Housing Act (“FEHA”), CA Labor Code and Health and Safety Code as a result of DEFENDANTS’ suspect of PLAINTIFF reporting patient abuse and neglect, a violation of law of public importance, to CDPH, a government agency.

24. *California Labor Code* §1102.5 prevents employers from retaliating against an employee for disclosing information that the employee reasonably believes discloses a violation of or noncompliance with a law or regulation to a government or law enforcement agency, a person

1 with authority over the employee or another employee with the authority to investigate or correct
2 the violation.

3 25. *California Health and Safety Code* §1278.5 levies both criminal and civil fines
4 against health care facility administrators/staff for retaliating against patients, nurses, members of
5 the medical staff and other health care workers who notify government entities of suspected unsafe
6 patient care and conditions.

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

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

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

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

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO TAKE REASONABLE STEPS TO PREVENT RETALIATION**

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

23 **(PLAINTIFF against VIEWCREST and DOE 1 through 10)**

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

26 31. PLAINTIFF was employed as an employee by DEFENDANTS.

27 32. PLAINTIFF was subject to retaliation in violation of public policy in the course of
28 employment.

1 33. DEFENDANTS failed to take all reasonable steps to prevent retaliation.
2 DEFENDANTS ignored PLAINTIFF's complaints about retaliation and as a result by terminating
3 PLAINTIFF, had condoned, ratified and participated in the acts causing PLAINTIFF harm.

4 34. As a substantial result of DEFENDANTS' failure to take reasonable steps to
5 prevent retaliation, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall
6 be proved at trial.

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

9 **THIRD CAUSE OF ACTION**

10 **NONPAYMENT OF MINIMUM WAGES**

11 **(PLAINTIFF against all DEFENDANTS)**

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

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

18 38. PLAINTIFF performed work for DEFENDANTS.

19 39. PLAINTIFF was paid less than the minimum wage by DEFENDANTS for hours
20 worked. Thus, PLAINTIFF was deprived of PLAINTIFF's regular rate of pay and even minimum
21 wage.

22 40. PLAINTIFF was at all times relevant a non-exempt hourly employee of
23 DEFENDANTS.

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

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1 **FOURTH CAUSE OF ACTION**

2 **NONPAYMENT OF WAGES**

3 **(PLAINTIFF against all DEFENDANTS)**

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

6 43. PLAINTIFF performed work for DEFENDANTS.

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

9 45. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived
10 of wages in amounts to be proven at trial, and PLAINTIFF is entitled to recovery of such amounts
11 from DEFENDANTS plus interest, penalties and attorney's fees and costs.

12 **FIFTH CAUSE OF ACTION**

13 **NONPAYMENT OF OVERTIME COMPENSATION**

14 **(PLAINTIFF against all DEFENDANTS)**

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

17 47. *Labor Code* §510(a) provides that any work in excess of eight hours in one workday
18 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
19 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
20 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
21 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
22 addition, any work in excess of eight hours on any seventh day of a workweek shall be
23 compensated at the rate of no less than twice the regular rate of pay of an employee.

24 48. PLAINTIFF performed work for DEFENDANTS that PLAINTIFF worked
25 overtime hours for more than eight (8) hours in a day and/or forty (40) hours in a week.

26 49. DEFENDANTS knew or should have known that PLAINTIFF had worked
27 overtime hours.

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

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

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

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

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

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

25 65. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
26 breaks.

27 66. PLAINTIFF was at times not given meal breaks and at other times meal breaks
28 which were not compliant with labor laws. Further, at times PLAINTIFF worked more than 10

1 hours in a shift; however, PLAINTIFF was not given or advised that PLAINTIFF may take a
2 second meal break.

3 67. 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 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST PERIODS**

10 **(PLAINTIFF against all DEFENDANTS)**

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

13 69. 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 70. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
17 non-exempt position.

18 71. 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 72. Throughout PLAINTIFF's employment, DEFENDANTS typically did not provide
23 PLAINTIFF with rest breaks and/or compliant breaks for every four hours of work. Further, at
24 times PLAINTIFF worked more than 10 hours in a shift; however, PLAINTIFF was not given or
25 advised that PLAINTIFF may take a third rest break.

26 73. An employer who fails to provide rest periods as required by an applicable Wage
27 Order must pay the employee one (1) additional hour of pay at the employee's regular rate of pay
28 for each workday that a rest period was not provided. The exact amount of missed rest break wages

owed to PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

NINTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

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

(PLAINTIFF against all DEFENDANTS)

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

75. *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).

76. 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.

77. 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.

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

TENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226.3

(PLAINTIFF against all DEFENDANTS)

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

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

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

10 82. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
11 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties
12 promulgated under *Labor Code* §§226 and 226.3.

13 **ELEVENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE EXPENSES**

15 **(PLAINTIFF against all DEFENDANTS)**

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

18 84. In California, employers must cover employees' expenses. Pursuant to *Labor Code*
19 §2802(a) an employer is required to "indemnify him or her employee for all necessary expenditures
20 and losses incurred by the employee in direct consequence of the discharge of his or her duties, or
21 of his or her obedience to the directions of the employer..." This includes, "all reasonable costs"
22 as defined in *Labor Code* §2802(c). Further, *Labor Code* §2804 states the employee may not waive
23 these rights.

24 85. PLAINTIFF was required to purchase items out-of-pocket necessary to perform
25 job, and PLAINTIFF did make such purchases for the benefit of DEFENDANTS.

26 86. DEFENDANTS did not reimburse PLAINTIFF for such expenses.

27 87. Therefore, DEFENDANTS are liable and PLAINTIFF is entitled to reimbursement
28 of expenses and other costs pursuant to *Labor Code* §2802(a).

1 **TWELFTH CAUSE OF ACTION**

2 **UNLAWFUL WITHHOLDING OF WAGES**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

19 **THIRTEENTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 **(PLAINTIFF against all DEFENDANTS)**

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

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

1 95. PLAINTIFF's employment with DEFENDANTS ended.

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

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

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

10 **FOURTEENTH CAUSE OF ACTION**

11 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

12 **LABOR CODE § 2698**

13 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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1 **FIFTEENTH CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

16 **SIXTEENTH CAUSE OF ACTION**

17 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

18 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

5 **SEVENTEENTH CAUSE OF ACTION**

6 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

7 **(PLAINTIFF against all DEFENDANTS)**

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

10 114. DEFENDANTS hired PLAINTIFF's supervisors.

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

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

16 117. PLAINTIFF's supervisors' unfitness and incompetence harmed PLAINTIFF.

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

20 **EIGHTEENTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

22 **(PLAINTIFF against all DEFENDANTS)**

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

25 120. *Labor Code* §226(b) states that "(b) An employer that is required by this code or
26 any regulation adopted pursuant to this code to keep the information required by subdivision (a)
27 shall afford current and former employees the right to inspect or receive a copy of records
28 pertaining to their employment, upon reasonable request to the employer. The employer may take

1 reasonable steps to ensure the identity of a current or former employee. If the employer provides
2 copies of the records, the actual cost of reproduction may be charged to the current or former
3 employee.”

4 121. *Labor Code* §432 provides that “If an employee or applicant signs any instrument
5 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
6 request.”

7 122. *Labor Code* §1198.5 provides that “The employer shall make the contents of those
8 personnel records available for inspection to the current or former employee, or his or her
9 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days
10 from the date the employer receives a written request, unless the current or former employee, or
11 his or her representative, and the employer agree in writing to a date beyond 30 calendar days to
12 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
13 employer’s receipt of the written request. Upon a written request from a current or former
14 employee, or his or her representative, the employer shall also provide a copy of the personnel
15 records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days
16 from the date the employer receives the request, unless the current or former employee, or his or
17 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce
18 a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
19 employer’s receipt of the written request.”

20 123. On October 13, 2022, PLAINTIFF requested DEFENDANTS to produce
21 PLAINTIFF’s personnel file, all W2 information, all wage related documents, and all signed
22 documents.

23 124. DEFENDANTS failed to provide PLAINTIFF with complete employment records.

24 125. As a result of DEFENDANTS’ aforementioned unlawful act, PLAINTIFF suffered
25 damage.

26 126. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and
27 penalties promulgated under *Labor Code*.
28

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

NINETEENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

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

(PLAINTIFF against all DEFENDANTS)

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

129. 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 terminating and retaliating against employees;
- b. Failing to properly supervise and train its employees;
- c. Failing to pay minimum, regular, overtime wages earned and owed to employees;
- d. Failing to provide proper meal breaks and rest periods, or to pay premium wages for missed meal and rest periods to PLAINTIFF;
- e. Failing to provide reimbursement for business expenses; and,
- f. The foregoing wrongful activities have caused harm, fear, pressure, and humiliation to the employee(s) at DEFENDANTS.

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

131. 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, business expense reimbursement, interests, and profits DEFENDANTS have collected by the use of the unfair, deceptive, and misleading business practices described in this Complaint.

132. 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.

133. 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

1 deem appropriate.

5 Dated: April 27, 2023

BITTON & ASSOCIATES

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8 _____
9 Ophir J. Bitton, Esq.
10 Lei Wei, Esq.
11 Attorneys for Plaintiff,
12 Sofia Gonzalez
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Dated: April 27, 2023



Ophir J. Bitton, Esq.

Lei Wei, Esq.

Attorneys for Plaintiff,

Sofia Gonzalez