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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Robinson, Deputy Clerk

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

DIANA GUZMAN, an individual,

Plaintiff,

v.

KEVIDKO, INC., a California Corporation;
MEHRDAD SOLEIMANI, an individual;
and DOES 1 THROUGH 20, inclusive,

Defendants.

Case No.: 23STCV15308

Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 2. DISCRIMINATION BASED ON PROTECTED STATUS – FMLA/CFRA LEAVE;**
- 3. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION AND/OR RETALIATION;**
- 4. NONPAYMENT OF MINIMUM WAGES;**
- 5. NONPAYMENT OF REGULAR WAGES;**
- 6. UNTIMELY PAYMENT OF WAGES;**
- 7. FAILURE TO PROVIDE MEAL BREAKS;**
- 8. FAILURE TO PROVIDE REST PERIODS;**
- 9. VIOLATION OF CALIFORNIA FAMILY RIGHTS ACT (“CFRA”) RIGHTS;**
- 10. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**

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11. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];
 12. FAILURE TO REIMBURSE EXPENSES;
 13. UNLAWFUL WITHHOLDING OF WAGES;
 14. WAITING TIME PENALTIES;
 15. CALIFORNIA PRIVATE ATTORNEY GENERAL ACT [California Labor Code §2698];
 16. NEGLIGENCE;
 17. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;
 18. FAILURE TO PROVIDE EMPLOYMENT RECORDS; AND
 19. UNFAIR BUSINESS PRACTICES.

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DEMAND FOR JURY TRIAL

Plaintiff DIANA GUZMAN (“PLAINTIFF”) hereby files this Complaint against Defendants KEVIDKO, INC. (“KEVIDKO”), a California Corporation, MEHRDAD SOLEIMANI (“SOLEIMANI”), 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 KEVIDKO 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.

1 3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
2 SOLEIMANI is an individual conducting business in California and working in the County of Los
3 Angeles.

4 4. The true names and capacities of DOES 1 through 20, inclusive, whether individual,
5 corporate, associate, or otherwise, are unknown to PLAINTIFF at this time, who therefore sues
6 said defendants by such fictitious names; when the true names and capacities of such defendants
7 are ascertained, PLAINTIFF will seek leave of court to amend this Complaint to insert same.
8 PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is
9 responsible for each and every act and obligation hereinafter set forth.

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

17 **JURISDICTION AND VENUE**

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

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

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

25 8. Between around October 2022 to January 8, 2023, PLAINTIFF was employed as a
26 data entry receptionist by KEVIDKO.

27 9. KEVIDKO is a Los Angeles based supplier of foodservice hiring around 10
28 employees.

1 10. SOLEIMANI is named as the Chief Executive Officer and Chief Financial Officer
2 of KEVIDKO.

3 11. Through bi-weekly direct deposits, PLAINTIFF was paid at \$18/hour, her most
4 recent hourly rate.

5 12. Sometimes PLAINTIFF received her pay a day or two later than the pay days, and
6 there were errors in the paychecks.

7 13. With a work schedule from 8:30 a.m. to 4 p.m. from Monday to Friday,
8 PLAINTIFF, like other similarly situated employees at KEVIDKO, typically was not given
9 compliant meal and rest breaks. If she stayed in the office for her lunch, she had to answer the
10 phone or reply to emails, and she often had to eat late due to overwhelming work.

11 14. PLAINTIFF had to bring her own highlighters and pens which weren't provided by
12 KEVIDKO. Further she had to bring hand soap to use at work since KEVIDKO did not provide
13 any in the restroom either. Other employees similarly situated were not paid for mileage or gas.

14 15. Two days before she was terminated, PLAINTIFF had to request a day off due to
15 her minor son having an eye infection. Nevertheless, PLAINTIFF was subsequently terminated by
16 KEVIDKO on or around January 8, 2023.

17 16. Till this day PLAINTIFF still did not receive her last paycheck.

18 17. On April 11, 2023, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
19 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
20 Agency ("LWDA") and DEFENDANTS of the specific provisions of the labor Code alleged to
21 have been violated, including the facts and theories to support the alleged violation. As of the date
22 of filing this complaint, (more than 60 calendar days after PLAINTIFF's LWDA letters were
23 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
24 to investigate the alleged violations.

25 18. On April 11, 2023, PLAINTIFF filed a complaint with the Department of Fair
26 Employment and Housing ("DFEH") and obtained a Right to Sue letter on the same day.
27 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
28 Right to Sue notices.

1 **FIRST CAUSE OF ACTION**

2 **WRONGFUL TERMINATION**

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

4 **(PLAINTIFF against KEVIDKO and DOE 1 through 10)**

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

7 20. PLAINTIFF was employed by DEFENDANTS.

8 21. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
9 in violation of public policy and the Family and Medical Leave Act (“FMLA”)/The California
10 Family Rights Act (“CFRA”) as a result of taking leave due to care for a family member with a
11 serious health condition. These policies are also enumerated in *Labor Code* §132(a), FEHA, the
12 California and United States Constitutions, among other laws and regulations.

13 22. DEFENDANTS’ violations of public policy and FEHA described above were
14 substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by
15 DEFENDANTS.

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

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

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

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1 35. PLAINTIFF was subject to discrimination and retaliation as a result of taking
2 FMLA/CFRA leave due to care for a family member with a serious health condition in the course
3 of employment.

4 36. DEFENDANTS failed to take all reasonable steps to prevent discrimination, and
5 retaliation, causing PLAINTIFF harm.

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

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

11 **FOURTH CAUSE OF ACTION**

12 **NONPAYMENT OF MINIMUM WAGES**

13 **(PLAINTIFF against all DEFENDANTS)**

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

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

20 41. PLAINTIFF performed work for DEFENDANTS.

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

24 43. PLAINTIFF was at all times relevant a non-exempt hourly employee of
25 DEFENDANTS.

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

FIFTH CAUSE OF ACTION

NONPAYMENT OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

46. PLAINTIFF performed work for DEFENDANTS.

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

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

SIXTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

50. *Labor Code* §210(a) provides that any employer who fails to timely pay the wages of each employee shall be subject to a penalty in the amount of one hundred dollars (\$100) per employee per violation in an initial citation, and two hundred dollars per employee per employee for each violation in a subsequent citation, or any willful and intentional violation, plus 25 percent of the amount unlawfully withheld.

51. DEFENDANTS failed to timely pay PLAINTIFF all minimum wages and regular wages that are due and payable for each pay period.

52. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties.

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(PLAINTIFF against all DEFENDANTS)

59. Furthermore, an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. The wage orders

and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

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

61. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal breaks.

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

63. PLAINTIFF had been harmed and DEFENDANTS are liable to PLAINTIFF for one (1) hour of additional premium pay at the regular rate of compensation for each day in which the proper meal was not provided. The exact amount of missed meal 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.

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

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

69. An employer who fails to provide rest periods as required by an applicable Wage Order must pay the employee one (1) additional hour of pay at the employee's regular rate of pay 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

VIOLATION OF CFRA RIGHTS

(PLAINTIFF against all DEFENDANTS)

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

71. PLAINTIFF was eligible for medical leave.

72. PLAINTIFF requested or took leave for PLAINTIFF's family's serious health condition that made PLAINTIFF unable to perform the functions of PLAINTIFF's job with DEFENDANTS.

73. PLAINTIFF provided reasonable notice to DEFENDANTS of PLAINTIFF's need for medical leave, including its expected timing and length.

74. DEFENDANTS refused to grant PLAINTIFF's request for medical leave.

75. PLAINTIFF was harmed.

76. DEFENDANTS' decision and conduct were substantial factors in causing PLAINTIFF's harm.

77. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties.

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1 **TENTH 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 78. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
6 Complaint by reference as though fully set forth herein.

7 79. *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 80. 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, and sick leaves, among other
15 things.

16 81. 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.

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

21 **ELEVENTH CAUSE OF ACTION**

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

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

24 **(PLAINTIFF against all DEFENDANTS)**

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

27 84. *Labor Code* §§226 and 226.3 provides for civil penalties against anyone who
28 violates *Labor Code* §226. *Labor Code* §226(a) requires employers to provide accurate itemized

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

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

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

12 **TWELFTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE EXPENSES**

14 **(PLAINTIFF against all DEFENDANTS)**

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

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

23 89. PLAINTIFF was required to purchase office supplies out-of-pocket necessary to
24 perform job, and PLAINTIFF did make such purchases for the benefit of DEFENDANTS.

25 90. DEFENDANTS did not reimburse PLAINTIFF for such expenses.

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

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1 99. PLAINTIFF's employment with DEFENDANTS ended.

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

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

5 102. 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 **FIFTEENTH CAUSE OF ACTION**

11 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

12 **LABOR CODE § 2698**

13 **(PLAINTIFF against all DEFENDANTS)**

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

16 104. 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.

20 105. 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.

23 106. 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 **SIXTEENTH CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

14 111. 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 **SEVENTEENTH CAUSE OF ACTION**

17 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

18 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

1 116. 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 **EIGHTEENTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

7 **(PLAINTIFF against all DEFENDANTS)**

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

10 118. *Labor Code* §226(b) states that "(b) An employer that is required by this code or
11 any regulation adopted pursuant to this code to keep the information required by subdivision (a)
12 shall afford current and former employees the right to inspect or receive a copy of records
13 pertaining to their employment, upon reasonable request to the employer. The employer may take
14 reasonable steps to ensure the identity of a current or former employee. If the employer provides
15 copies of the records, the actual cost of reproduction may be charged to the current or former
16 employee."

17 119. *Labor Code* §432 provides that "If an employee or applicant signs any instrument
18 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
19 request."

20 120. *Labor Code* §1198.5 provides that "The employer shall make the contents of those
21 personnel records available for inspection to the current or former employee, or his or her
22 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days
23 from the date the employer receives a written request, unless the current or former employee, or
24 his or her representative, and the employer agree in writing to a date beyond 30 calendar days to
25 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
26 employer's receipt of the written request. Upon a written request from a current or former
27 employee, or his or her representative, the employer shall also provide a copy of the personnel
28 records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days

1 from the date the employer receives the request, unless the current or former employee, or his or
2 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce
3 a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
4 employer's receipt of the written request."

5 121. On April 11, 2023, PLAINTIFF requested DEFENDANTS to produce
6 PLAINTIFF's personnel file, all W2 information, all wage related documents, and all signed
7 documents.

8 122. DEFENDANTS failed to provide PLAINTIFF with complete employment records,
9 among other things.

10 123. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
11 damage.

12 124. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and
13 penalties promulgated under *Labor Code*.

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

16 **NINETEENTH CAUSE OF ACTION**

17 **UNFAIR BUSINESS PRACTICES**

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

19 **(PLAINTIFF against all DEFENDANTS)**

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

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

- 26 a. Wrongfully terminating and retaliating against employees with FMLA/CFRA
27 leave reasons;
28 b. Discriminating against employees based on requesting FMLA/CFRA leave;

- c. Failing to pay minimum and regular 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 CFRA required sick leaves;
- f. Failing to provide reimbursement for business expenses; and,
- g. The foregoing wrongful activities have caused harm, fear, pressure, and humiliation to the employee(s) at DEFENDANTS.

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

129. 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.

130. 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.

131. 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;

- 1 5. Civil and statutory penalties (including under PAGA where applicable);
- 2 6. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by
- 3 the use of the unfair, deceptive, and misleading business practices described as in unfair business
- 4 practices cause of action;
- 5 7. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair,
- 6 deceptive, and misleading business practices described as in unfair business practices cause of
- 7 action;
- 8 8. Declaration that DEFENDANTS' business practices are unfair within the meaning
- 9 described as in unfair business practices cause of action;
- 10 9. Punitive and exemplary damages;
- 11 10. Pre-judgment interest;
- 12 11. Costs of lawsuit herein incurred;
- 13 12. Attorneys' fees; and
- 14 13. For an award of such other and further equitable and legal relief as this Court may
- 15 deem appropriate.

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19 Dated: June 29, 2023

BITTON & ASSOCIATES

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Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Diana Guzman

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