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

MIGUEL DOMINGUEZ, an individual,

Plaintiff,

v.

COMPASS GROUP USA, INC., a Delaware
Corporation; UNIFI AVIATION, LLC, a
Delaware Limited Liability Partnership;
ADRIAN MEREDITH, an individual; Maria
Doe, an individual; and DOES 1 THROUGH
20, inclusive,

Defendants.

Case No.: 24STCV04871
Unlimited Jurisdiction

COMPLAINT

- 1. DISCRIMINATION BASED ON PROTECTED STATUS – DISABILITY;**
- 2. HARASSMENT BASED ON PROTECTED STATUS – DISABILITY;**
- 3. FAILURE TO ACCOMMODATE;**
- 4. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS;**
- 5. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION, HARASSMENT AND/OR RETALIATION;**
- 6. NONPAYMENT OF MINIMUM WAGES;**
- 7. NONPAYMENT OF REGULAR WAGES;**
- 8. NONPAYMENT OF OVERTIME COMPENSATION;**
- 9. FAILURE TO PROVIDE MEAL BREAKS;**
- 10. FAILURE TO PROVIDE REST PERIODS;**
- 11. FAILURE TO REIMBURSE EXPENSES;**
- 12. WAITING TIME PENALTIES;**
- 13. NEGLIGENCE;**

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**14. NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
15. NEGLIGENT HIRING,
SUPERVISION, AND RETENTION;
AND
16. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff MIGUEL DOMINGUEZ (“PLAINTIFF”) hereby files this Complaint against Defendants COMPASS GROUP USA, INC. (“COMPASS”), a Delaware Corporation, UNIFI AVIATION, LLC (“UNIFI”), a Delaware Limited Liability Partnership, ADRIAN MEREDITH (“MEREDITH”), an individual, MARIA DOE (“MARIA”), 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 COMPASS is, and at all times material hereto was, a Delaware 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 UNIFI is, and at all times material hereto was, a Delaware limited liability company organized and existing under the laws of the State of California and authorized to conduct business in the County of Los Angeles.

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

5. PLAINTIFF is informed and believes, and on this basis alleges that Defendant

MARIA is an individual conducting business in California and working in the County of Los Angeles.

6. 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.

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

JURISDICTION AND VENUE

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

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

FACTS COMMON TO ALL CAUSES OF ACTION

10. From around January to March 2022, PLAINTIFF was employed by COMPASS as a janitor, and he joined a union.

11. COMPASS is a food services and vending company employing around 30 employees.

12. UNIFI is an aviation security services company.

1 13. MEREDITH is named as the Chief Executive Officer and Chief Financial Officer
2 of COMPASS. PLAINTIFF is informed and believes and thereon alleges that in her capacity as
3 Chief Executive Officer and Chief Financial Officer created and implemented policy and
4 controlled PLAINTIFF and PLAINTIFF's work conditions.

5 14. Through bi-weekly direct deposits, PLAINTIFF was paid at \$18/hour, which was
6 his most recent hourly rate. PLAINTIFF was scheduled to work five days a week for around 10 to
7 12 hours, and he would have to work more if COMPASS was short-staffed.

8 15. Like other similarly situated employees, there were no paystubs provided for
9 PLAINTIFF during the time he worked at COMPASS, and he could not verify if the pay was
10 correct based on his hours.

11 16. Because of the busy nature of his job, PLAINTIFF would only get a 15-minute
12 lunch break before his fifth hour of the day, and only get one rest break in a workday. Those breaks
13 were often interrupted by MARIA having him work off-clock. Worse yet, he was not allowed to
14 leave the worksite during his breaks.

15 17. Towards the end of January 2022, PLAINTIFF suffered from a stroke at work.
16 However, he was constantly made fun of by his supervisor MARIA and some other employees.
17 Although he reported these workplace harassing behaviors to another supervisor Esmeralda Doe
18 ("ESMERALDA"), no action was taken by COMPASS to stop the bullying and harassing
19 behaviors.

20 18. COMPASS required PLAINTIFF to pay out of pocket for a particular pair of shoes
21 as well as uniform and to wear them at work. PLAINTIFF was told that he would not be hired if
22 he did not buy the \$90 shoes. Shortly after PLAINTIFF found that those shoes were hurting his
23 feet and gave him blisters. Those blisters became much worse and developed into gangrene. As
24 his pain worsened and his foot turned black, PLAINTIFF had to go into the emergency room in
25 about March 2022 and underwent surgery removing some of his big toe to stop the infection from
26 continuing.

27 19. On May 10, 2023, PLAINTIFF filed a complaint with the Department of Fair
28 Employment and Housing ("DFEH") and obtained a Right to Sue letter on the same day.

1 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
2 Right to Sue notices.

3 **FIRST CAUSE OF ACTION**

4 **DISCRIMINATION IN VIOLATION**

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

6 **(PLAINTIFF against COMPASS, UNIFI, and DOE 1 through 10)**

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

9 21. PLAINTIFF was an employee of DEFENDANTS.

10 22. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was
11 injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability
12 under FEHA. DEFENDANTS herein were aware of PLAINTIFF's injury and disability. However,
13 DEFENDANTS otherwise expected PLAINTIFF to work through the pain without treatment or
14 accommodation.

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

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

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

23 **SECOND CAUSE OF ACTION**

24 **HARASSMENT IN VIOLATION**

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

26 **(PLAINTIFF against all DEFENDANTS)**

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

1 27. PLAINTIFF was an employee of DEFENDANTS.

2 28. PLAINTIFF was subjected to harassing conducts because PLAINTIFF's disability.

3 29. The harassing conducts were severe or pervasive.

4 30. A reasonable person in PLAINTIFF's circumstances would have considered the
5 work environment to be hostile, intimidating, offensive, oppressive, and abusive. As a matter of
6 fact, PLAINTIFF considered the work environment to be hostile, intimidating, offensive,
7 oppressive, or abusive.

8 31. A supervisor of DEFENDANTS, MARIA, engaged in the harassing conducts, and
9 DEFENDANTS knew the conducts but failed to take immediate and appropriate corrective action.

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

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

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

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO ACCOMMODATE – DISABILITY DISCRIMINATION**

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

21 **(PLAINTIFF against COMPASS, UNIFI, and DOE 1 through 10)**

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

24 36. PLAINTIFF was employed as an employee by DEFENDANTS.

25 37. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was
26 injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability
27 under FEHA.
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1 48. However, DEFENDANTS failed to participate in a timely good-faith interactive
2 process with PLAINTIFF to determine whether reasonable accommodation could be made.

3 49. As a substantial result of DEFENDANTS' failure to engage in the interactive
4 process, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at
5 trial.

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

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO TAKE REASONABLE STEPS**

10 **TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION**

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

12 **(PLAINTIFF against COMPASS, UNIFI, and DOE 1 through 10)**

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

15 52. PLAINTIFF was employed as an employee by DEFENDANTS.

16 53. PLAINTIFF was subject to disability discrimination, harassment and retaliation in
17 violation of public policy in the course of employment.

18 54. DEFENDANTS failed to take all reasonable steps to prevent discrimination,
19 harassment, and retaliation. DEFENDANTS ignored PLAINTIFF's complaints about disability
20 discrimination, harassment, and retaliation and as a result by not doing anything, had condoned,
21 ratified and participated in the acts causing PLAINTIFF harm.

22 55. As a substantial result of DEFENDANTS' failure to take reasonable steps to
23 prevent discrimination, harassment, and retaliation, PLAINTIFF was harmed. The exact amount
24 of damage to PLAINTIFF shall be proved at trial.

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

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66. 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.

EIGHTH CAUSE OF ACTION

NONPAYMENT OF OVERTIME COMPENSATION

(PLAINTIFF against COMPASS, UNIFI, MEREDITH and DOE 1 through 10)

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

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

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

70. DEFENDANTS knew or should have known that PLAINTIFF had worked overtime hours.

71. PLAINTIFF was at all times relevant a non-exempt hourly employee of DEFENDANTS.

72. PLAINTIFF was not paid for overtime hours worked.

73. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived of wages and overtime 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.

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL BREAKS**

3 **(PLAINTIFF against COMPASS, UNIFI, MEREDITH and DOE 1 through 10)**

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

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

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

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

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

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

27 80. Furthermore, an employer may not undermine a formal policy of providing meal
28 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.

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

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

83. PLAINTIFF was at times not given meal breaks and at other times meal breaks which were not compliant with labor laws. Further, at times PLAINTIFF worked more than 10 hours in a shift; however, PLAINTIFF was not given or advised that PLAINTIFF may take a second meal break.

84. 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.

TENTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(PLAINTIFF against COMPASS, UNIFI, MEREDITH and DOE 1 through 10)

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

86. 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)

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

88. 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

1 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4)
2 hours of work.

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

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

12 **ELEVENTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE EXPENSES**

14 **(PLAINTIFF against COMPASS, UNIFI, MEREDITH and DOE 1 through 10)**

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

17 92. 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 93. PLAINTIFF was required to purchase shoes out-of-pocket necessary to perform
24 job, and PLAINTIFF did make such purchases for the benefit of DEFENDANTS.

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

26 95. 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 **TWELFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(PLAINTIFF against COMPASS, UNIFI, MEREDITH and DOE 1 through 10)**

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

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

11 98. PLAINTIFF’s employment with DEFENDANTS ended.

12 99. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF’s
13 termination until the date of filing this Complaint.

14 100. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

20 **THIRTEENTH CAUSE OF ACTION**

21 **NEGLIGENCE**

22 **(PLAINTIFF against all DEFENDANTS)**

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

25 103. DEFENDANTS owe, and at all times relevant owed, a duty to their employees to
26 provide a safe, non-discriminating, non-retaliatory and harassment-free work environment, to
27 make sure that its supervisors take action against employees practicing workplace discrimination,
28 retaliation, and harassment, to make sure supervisors and managers look after the safety of

employees during their watch, to pay employees proper wages when due, and to provide them with proper wage statements.

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

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

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

FOURTEENTH CAUSE OF ACTION

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

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

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1 **FIFTEENTH CAUSE OF ACTION**

2 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

3 **(PLAINTIFF against all DEFENDANTS)**

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

6 113. DEFENDANTS hired PLAINTIFF's supervisors.

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

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

12 116. PLAINTIFF's supervisors' unfitness and incompetence harmed PLAINTIFF.

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

16 **SIXTEENTH CAUSE OF ACTION**

17 **UNFAIR BUSINESS PRACTICES**

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

19 **(PLAINTIFF against all DEFENDANTS)**

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

22 119. 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. Discriminating against employees based on disability;
27 b. Failing to accommodate;
28 c. Failing to properly supervise and train its employees;

- 1 d. Failing to pay minimum, regular, overtime wages earned and owed to
2 employees;
- 3 e. Failing to provide proper meal breaks and rest periods, or to pay premium
4 wages for missed meal and rest periods to PLAINTIFF;
- 5 f. Failing to provide reimbursement for business expenses; and,
- 6 g. The foregoing wrongful activities have caused harm, fear, pressure, and
7 humiliation to the employee(s) at DEFENDANTS.

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

10 121. Pursuant to the provisions of §17203 of the California Business and Professions
11 Code, PLAINTIFF is entitled to restoration of lost wages, meal breaks and rest periods premium
12 wages, business expense reimbursement, interests, and profits DEFENDANTS have collected by
13 the use of the unfair, deceptive, and misleading business practices described in this Complaint.

14 122. Pursuant to provisions of §17203 et seq. of the California Business and Professions
15 Code, DEFENDANTS must be ordered to disgorge all the unlawful profits in the relevant statutory
16 to PLAINTIFF, which DEFENDANTS have received from improperly billing clients and cheating
17 of employees in terms of their hours reported as having been worked but not paid.

18 123. Pursuant to the provisions of §17203 of the California Business and Professions
19 Code, this Court should issue an injunction prohibiting DEFENDANTS from engaging in the
20 foregoing unfair, deceptive, and misleading business practices.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS, and DOES 1
23 through 20 inclusive, as follows:

- 24 1. General and compensatory damages in an amount to be subject to proof at trial to
25 the extent permitted by law;
- 26 2. Liquidated damages (if applicable);
- 27 3. Special damages;
- 28 4. Emotional distress damages;

- 1 5. Civil and statutory penalties;
- 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: February 27, 2024

BITTON & ASSOCIATES

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Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Miguel Dominguez

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Dated: February 27, 2024



Ophir J. Bitton, Esq.

Lei Wei, Esq.

Attorneys for Plaintiff,

Miguel Dominguez