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

JUDITH BUSTAMANTE, an individual,

Plaintiff,

v.

JOBS ON THE ROAD, INC., a California
Corporation; DAVID CHIN, an individual;
and DOES 1 THROUGH 20, inclusive,

Defendants.

Case No.: 23STCV16756
Unlimited Jurisdiction

COMPLAINT

- 1. NONPAYMENT OF MINIMUM WAGES;**
- 2. NONPAYMENT OF REGULAR WAGES;**
- 3. NONPAYMENT OF OVERTIME COMPENSATION;**
- 4. UNTIMELY PAYMENT OF WAGES;**
- 5. FAILURE TO PROVIDE MEAL BREAKS;**
- 6. FAILURE TO PROVIDE REST PERIODS;**
- 7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 8. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**
- 9. UNLAWFUL WITHHOLDING OF WAGES;**
- 10. WAITING TIME PENALTIES;**
- 11. CALIFORNIA PRIVATE ATTORNEY GENERAL ACT [California Labor Code §2698];**
- 12. FAILURE TO PROVIDE EMPLOYMENT RECORDS; AND**
- 13. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff JUDITH BUSTAMANTE (“PLAINTIFF”) hereby files this Complaint against Defendants JOBS ON THE ROAD, INC. dba. Camino Real Career School dba. Camino Real Trucking School (“CAMINO REAL”), a California Corporation, DAVID CHIN (“CHIN”), 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 CAMINO REAL is, and at all times material hereto was, a California corporation organized and existing under the laws of the State of California and authorized to conduct business in the County of Los Angeles.

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

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

5. 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

1 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
2 other co-defendants, and each of them.

3 **JURISDICTION AND VENUE**

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

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

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

11 8. From around April 2021 to February 17, 2023, PLAINTIFF was employed as a
12 Front Desk Staff by CAMINO REAL.

13 9. CAMINO REAL is a training facility providing tractor-trailer and passenger bus
14 schooling, and there are around 10 employees.

15 10. CHIN is named as the Chief Executive Officer, Chief Financial Officer and
16 Director of CAMINO REAL.

17 11. PLAINTIFF's was paid bi-weekly at \$15.50/hour, and her shift was scheduled from
18 8 a.m. to 5 p.m.

19 12. Like other employees similarly situated, no matter how long she worked,
20 PLAINTIFF's hours were limited to 80 hours per pay period, and any overtime she earned would
21 be transferred over to her next paycheck.

22 13. It was CAMINO REAL's policy to give only a one-hour lunch break without any
23 other rest breaks to its employees, including PLAINTIFF. On Fridays PLAINTIFF and other
24 employees were able to leave at 3 p.m., however they would not be given any lunch break and
25 were required to finish their food at their desks. Even so PLAINTIFF and others would still have
26 30 minutes taken out of their pay although they did not actually take the break.

27 14. On May 10, 2023, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
28 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development

1 Agency ("LWDA") and DEFENDANTS of the specific provisions of the labor Code alleged to
2 have been violated, including the facts and theories to support the alleged violation. As of the date
3 of filing this complaint, (more than 60 calendar days after PLAINTIFF's LWDA letters were
4 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
5 to investigate the alleged violations.

6 **FIRST CAUSE OF ACTION**

7 **NONPAYMENT OF MINIMUM WAGES**

8 **(PLAINTIFF against all DEFENDANTS)**

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

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

15 17. PLAINTIFF performed work for DEFENDANTS.

16 18. PLAINTIFF was paid less than the minimum wage by DEFENDANTS for hours
17 worked. Thus, PLAINTIFF was deprived of PLAINTIFF's regular rate of pay and even minimum
18 wage.

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

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

25 **SECOND CAUSE OF ACTION**

26 **NONPAYMENT OF WAGES**

27 **(PLAINTIFF against all DEFENDANTS)**

28 21. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this

1 Complaint by reference as though fully set forth herein.

2 22. PLAINTIFF performed work for DEFENDANTS.

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

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

8 **THIRDCAUSE OF ACTION**

9 **NONPAYMENT OF OVERTIME COMPENSATION**

10 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

22 28. DEFENDANTS knew or should have known that PLAINTIFF had worked
23 overtime hours.

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

26 30. PLAINTIFF was not paid for overtime hours worked.

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

4 **FOURTH CAUSE OF ACTION**

5 **UNTIMELY PAYMENT OF WAGES**

6 **(PLAINTIFF against all DEFENDANTS)**

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

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

14 34. DEFENDANTS failed to timely pay PLAINTIFF all minimum wages, regular
15 wages, and overtime wages that are due and payable for each pay period.

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

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL BREAKS**

20 **(PLAINTIFF against all DEFENDANTS)**

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

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

26 38. *Labor Code* §512 further provides that "An employer may not employ an employee
27 for a work period of more than 10 hours per day without providing the employee with a second
28 meal period of not less than 30 minutes, except that if the total hours worked is no more than 12

1 hours, the second meal period may be waived by mutual consent of the employer and the employee
2 only if the first meal period was not waived.”

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

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

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

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

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

22 44. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
23 breaks.

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

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

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

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST PERIODS**

5 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

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

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1 **SEVENTH CAUSE OF ACTION**

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

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

4 **(PLAINTIFF against all DEFENDANTS)**

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

7 54. *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 55. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
13 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
14 withholdings, hours, wage rates, overtime, meal and rest premiums, among other things.

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

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

20 **EIGHTH CAUSE OF ACTION**

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

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

23 **(PLAINTIFF against all DEFENDANTS)**

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

26 59. *Labor Code* §§226 and 226.3 provides for civil penalties against anyone who
27 violates *Labor Code* §226. *Labor Code* §226(a) requires employers to provide accurate itemized
28 wage statements for each wage payment. Specifically, *Labor Code* §226.3 provides a penalty of

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

60. 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.

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

NINTH CAUSE OF ACTION

UNLAWFUL WITHHOLDING OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

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

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

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

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

9 **TWELFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

11 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

24 80. *Labor Code* §1198.5 provides that “The employer shall make the contents of those
25 personnel records available for inspection to the current or former employee, or his or her
26 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days
27 from the date the employer receives a written request, unless the current or former employee, or
28 his or her representative, and the employer agree in writing to a date beyond 30 calendar days to

inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request."

81. On May 10, 2023, PLAINTIFF requested DEFENDANTS to produce PLAINTIFF's personnel file, all W2 information, all wage related documents, and all signed documents.

82. DEFENDANTS failed to provide PLAINTIFF with complete employment records, among other things.

83. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered damage.

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

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

THIRTEENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

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

(PLAINTIFF against all DEFENDANTS)

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

87. 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

1 following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined
2 in this complaint:

- 3 a. Failing to pay minimum, regular, overtime wages earned and owed to
4 employees;
- 5 b. Failing to provide proper meal breaks and rest periods, or to pay premium
6 wages for missed meal and rest periods to PLAINTIFF; and,
- 7 c. The foregoing wrongful activities have caused harm, fear, pressure, and
8 humiliation to the employee(s) at DEFENDANTS.

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

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

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

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

22 **PRAYER FOR RELIEF**

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

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

1 4. Emotional distress damages;

2 5. Civil and statutory penalties (including under PAGA where applicable);

3 6. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by

4 the use of the unfair, deceptive, and misleading business practices described as in unfair business

5 practices cause of action;

6 7. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair,

7 deceptive, and misleading business practices described as in unfair business practices cause of

8 action;

9 8. Declaration that DEFENDANTS' business practices are unfair within the meaning

10 described as in unfair business practices cause of action;

11 9. Pre-judgment interest;

12 10. Costs of lawsuit herein incurred;

13 11. Attorneys' fees; and

14 12. 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: July 17, 2023

BITTON & ASSOCIATES

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23 Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Judith Bustamante

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Dated: July 17, 2023



Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Judith Bustamante