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

CHRISTINA CISNEROS, an individual,

Plaintiff,

v.

TIJAY RENEE CRISIS CENTER, INC., a
California Corporation; RENEE KELLY
WILLIAMS, an individual; JAVIER
CENSIO, an individual; and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No.: 23STCV26610

Unlimited Jurisdiction

COMPLAINT

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

14. UNFAIR BUSINESS PRACTICES.
DEMAND FOR JURY TRIAL

Plaintiff CHRISTINA CISNEROS (“PLAINTIFF”) hereby files this Complaint against Defendants TIJAY RENEE CRISIS CENTER, INC. (“TRCC”), a California Corporation, RENEE KELLY WILLIAMS (“WILLIAMS”), an individual, JAVIER CENSIO (“CENSIO”), 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 TRCC 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 WILLIAMS is an individual conducting business in California and working in the County of Los Angeles.

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

5. 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.

6. 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

7. 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.

8. 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

9. From around October 2019 to January 13, 2023, PLAINTIFF was employed as a caregiver by TRCC to take care of patients with autism.

10. TRCC employed around 10 employees in total for four facilities and each with around four to five patients.

11. WILLIAMS is named as the Chief Executive Officer and CENSIO is named as the Chief Financial Officer of TRCC.

12. Through bi-weekly paychecks and sometimes personal checks, PLAINTIFF was paid \$13/hour, which was her most recent hourly rate.

13. In 2023 minimum wage is \$16.78/hour in Los Angeles County and \$15.96/hour in Los Angeles City.

14. No matter how many hours worked, PLAINTIFF was only paid at her regular wage rate.

15. In or about 2021 she began to receive her checks late.

16. Further, there was a notepad in which PLAINTIFF could clock in and out at the very beginning of her employment, and approximately a year before her last day of work, she had to send messages to WILLIAMS' daughter Taiwana's phone for time keeping.

17. However, starting around 2022, PLAINTIFF noticed about two to three hours missing on each of her paychecks. Despite PLAINTIFF making complaints about these issues to TRCC and WILLIAMS' assistant Elvia Sanchez, who handled payrolls, they never reviewed PLAINTIFF' time records or gave any further explanation other than unfoundedly insisting she was paid fully.

18. From Wednesday to Friday, PLAINTIFF was scheduled to work from around 7 a.m. to 4 p.m., and she was only given an hour or 30 minutes to take her break of the day.

19. Like other similarly situated employees, PLAINTIFF' breaks were often interrupted, and she would be asked to work during her breaks.

20. On September 18, 2023, 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.

FIRST CAUSE OF ACTION

NONPAYMENT OF MINIMUM WAGES

(PLAINTIFF against all DEFENDANTS)

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

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

23. PLAINTIFF performed work for DEFENDANTS.

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

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

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

SECOND CAUSE OF ACTION

NONPAYMENT OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

28. PLAINTIFF performed work for DEFENDANTS.

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

30. 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.

THIRD CAUSE OF ACTION

NONPAYMENT OF OVERTIME COMPENSATION

(PLAINTIFF against all DEFENDANTS)

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

32. *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.

33. 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.

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

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

36. PLAINTIFF was not paid for overtime hours worked.

37. 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.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL BREAKS

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

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

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

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

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

20 46. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
21 breaks.

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

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

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

15 53. Throughout PLAINTIFF's employment, DEFENDANTS typically did not provide
16 PLAINTIFF with rest breaks and/or compliant breaks for every four hours of work.

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

22 **SIXTH CAUSE OF ACTION**

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

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

25 **(PLAINTIFF against all DEFENDANTS)**

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

56. *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).

57. 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.

58. 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.

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

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226.3

(PLAINTIFF against all DEFENDANTS)

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

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

62. 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.

63. 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.

EIGHTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

(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. *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.

66. DEFENDANTS failed to timely pay PLAINTIFF all minimum wages, regular wages, overtime wages, meal and rest break premiums that are due and payable for each pay period.

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

NINTH CAUSE OF ACTION

UNLAWFUL WITHHOLDING OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

69. *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."

70. *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.

1 **ELEVENTH CAUSE OF ACTION**

2 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

3 **LABOR CODE § 2698**

4 **(PLAINTIFF against all DEFENDANTS)**

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

7 80. PLAINTIFF and the other non-exempt employees are “aggrieved employees” as
8 defined by *Labor Code* §2699(c) in that they are all current or former employees of
9 DEFENDANTS, and one or more of the causes of action in this complaint was committed against
10 PLAINTIFF and the aggrieved employees.

11 81. PLAINTIFF is a proper representative to bring a civil action on behalf of
12 PLAINTIFF and other current and former employees of DEFENDANTS pursuant to the
13 procedures specified in *Labor Code* §2699.3.

14 82. As such, PLAINTIFF and the aggrieved employees are entitled to civil penalties
15 pursuant to *Labor Code* §558 and §2699(a), (f) and (g), cost, expenses, and attorneys’ fees for
16 violation of *Labor Code* Sections listed in this complaint.

17 **TWELFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

19 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

17 87. On September 18, 2023, PLAINTIFF requested DEFENDANTS to produce
18 PLAINTIFF’s personnel file, all W2 information, all wage related documents, and all signed
19 documents.

20 88. DEFENDANTS failed to provide PLAINTIFF with complete employment records,
21 among other things.

22 89. As a result of DEFENDANTS’ aforementioned unlawful act, PLAINTIFF suffered
23 damage.

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

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

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1 **THIRTEENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES**

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

4 **(PLAINTIFF against all DEFENDANTS)**

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

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

- 11 a. Failing to pay minimum, regular, overtime wages earned and owed to
12 employees;
- 13 b. Failing to provide proper meal breaks and rest periods, or to pay premium
14 wages for missed meal and rest periods to PLAINTIFF; and,
- 15 c. The foregoing wrongful activities have caused harm, fear, pressure, and
16 humiliation to the employee(s) at DEFENDANTS.

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

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

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

27 97. Pursuant to the provisions of §17203 of the California Business and Professions
28 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. Pre-judgment interest;

10. Costs of lawsuit herein incurred;

11. Attorneys' fees; and

12. For an award of such other and further equitable and legal relief as this Court may deem appropriate.

1 Dated: October 30, 2023

BITTON & ASSOCIATES

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Ophir J. Bitton, Esq.
5 Lei Wei, Esq.
6 Attorneys for Plaintiff,
Christina Cisneros
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Dated: October 30, 2023



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