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County of Los Angeles
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David W. Slayton,
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

GLORIA GARCIA, an individual,

Plaintiff,

v.

ERICKA AGADIS, an individual; ROSE
BRADLEY, an individual; and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No.: 23STCV28877
Unlimited Jurisdiction

COMPLAINT

- 1. CONSTRUCTIVE WRONGFUL
TERMINATION AND RETALIATION
IN VIOLATION OF PUBLIC
POLICY;**
- 2. DISCRIMINATION 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 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 PROVIDE ACCURATE
ITEMIZED STATEMENTS [California
Labor Code §226(a)];**

Complaint

Gloria Garcia v. Ericka Agadis, et al.

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

DEMAND FOR JURY TRIAL

14 Plaintiff GLORIA GARCIA (“PLAINTIFF”) hereby files this Complaint against
15 Defendants ERICKA AGADIS (“AGADIS”), an individual, ROSE BRADLEY (“BRADLEY”),
16 an individual, and DOES 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS”).
17 PLAINTIFF is informed and believes, and on the basis of that information and belief, alleges as
18 follows:

19 **PARTIES**

20 1. PLAINTIFF is, and at all times material hereto was, an individual residing in the
21 County of Los Angeles in the State of California.

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

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

28 4. The true names and capacities of DOES 1 through 20, inclusive, whether individual,

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

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

13 **JURISDICTION AND VENUE**

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

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

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

21 8. Since around 2010, PLAINTIFF was employed as a caregiver by AGADIS for her
22 mother.

23 9. AGADIS hired around five employees in total at the caregiving premises owned by
24 ROSE BRADLEY.

25 10. Through weekly checks, PLAINTIFF was paid \$13/hour, which was her most
26 recent hourly rate.

27 11. Overtime earned by PLAINTIFF was not paid at the proper rate by AGADIS.

28 12. PLAINTIFF was usually scheduled to work from 7 a.m. to 7:30 p.m. However, she

1 typically was not given any meal or rest breaks.

2 13. Three years before her last day of work on October 30, 2022, PLAINTIFF was
3 injured. Ever since then she would often get yelled at by AGADIS as PLAINTIFF's was not given
4 proper accommodation despite her complaints.

5 14. Due to the hostile working environment, PLAINTIFF was forced to quit on or
6 around October 30, 2022.

7 15. On October 16, 2023, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
8 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
9 Agency ("LWDA") and DEFENDANTS of the specific provisions of the labor Code alleged to
10 have been violated, including the facts and theories to support the alleged violation. As of the date
11 of filing this complaint, (more than 60 calendar days after PLAINTIFF's LWDA letters were
12 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
13 to investigate the alleged violations.

14 16. On October 16, 2023, PLAINTIFF filed a complaint with the Department of Fair
15 Employment and Housing ("DFEH") and obtained a Right to Sue letter on the same day.
16 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
17 Right to Sue notices.

18 **FIRST CAUSE OF ACTION**

19 **CONSTRUCTIVE WRONGFUL TERMINATION**

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

21 **(PLAINTIFF against all DEFENDANTS)**

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

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

25 19. PLAINTIFF was subjected to working conditions that violated public policy and
26 the California Fair Employment and Housing Act ("FEHA"), in that DEFENDANTS took adverse
27 employment actions against PLAINTIFF because PLAINTIFF had sustained injuries while on the
28 job, made complaints about the work-related injuries, and sought an accommodation due to the

injuries and disability. Even worse, DEFENDANTS threatened that PLAINTIFF would be fired if PLAINTIFF reported work-related injuries. *California Government Code* §12940 provides that it is against the law to discriminate against an employee due to disability and gender and to retaliate against an employee for requesting an accommodation for disability regardless of whether the request was granted. These policies are also enumerated in *Labor Code* §132(a), FEHA, the California and United States Constitutions, among other laws and regulations.

20. DEFENDANTS intentionally created and/or knowingly permitted these working conditions.

21. These working conditions were so intolerable that a reasonable person in PLAINTIFF's position would have had no reasonable alternative except to resign.

22. PLAINTIFF resigned because of these working conditions, and the employment relationship was actually severed involuntarily by DEFENDANTS' acts, against PLAINTIFF's will.

23. PLAINTIFF's protected status and DEFENDANTS' violations of public policy and FEHA described above were substantial motivating factors for DEFENDANTS' adverse employment actions taken against PLAINTIFF.

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

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

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

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1 35. PLAINTIFF was employed as an employee by DEFENDANTS.

2 36. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was
3 injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability
4 under FEHA.

5 37. DEFENDANTS herein were aware of PLAINTIFF's disability that limited
6 PLAINTIFF's work activities.

7 38. PLAINTIFF was able to perform the essential duties of the position or a vacant
8 alternative position to which PLAINTIFF could have been reassigned with reasonable
9 accommodation for PLAINTIFF's disability.

10 39. However, DEFENDANTS failed to provide such reasonable accommodation for
11 PLAINTIFF's disability. DEFENDANTS otherwise expected PLAINTIFF to work through the
12 pain without treatment or accommodation.

13 40. As a substantial result of DEFENDANTS' failure to accommodate, PLAINTIFF
14 was harmed. The exact amount of damage to PLAINTIFF shall be proved at trial.

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

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS**

19 **IN VIOLATION OF CALIFORNIA GOVERNMENT CODE §12940(n)**

20 **(PLAINTIFF against all DEFENDANTS)**

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

23 43. PLAINTIFF was an employee of DEFENDANTS.

24 44. PLAINTIFF had a disability that was known to DEFENDANTS, and
25 PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability under
26 FEHA.

27 45. PLAINTIFF requested that DEFENDANTS make reasonable accommodation for
28 PLAINTIFF so that PLAINTIFF would be able to perform the essential job requirements.

1 55. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
2 among other damages against DEFENDANTS.

3 **SIXTH CAUSE OF ACTION**

4 **NONPAYMENT OF MINIMUM WAGES**

5 **(PLAINTIFF against all DEFENDANTS)**

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

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

12 58. PLAINTIFF performed work for DEFENDANTS.

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

16 60. PLAINTIFF was at all times relevant a non-exempt hourly employee of
17 DEFENDANTS.

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

22 **SEVENTH CAUSE OF ACTION**

23 **NONPAYMENT OF WAGES**

24 **(PLAINTIFF against all DEFENDANTS)**

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

27 63. PLAINTIFF performed work for DEFENDANTS.

28 64. DEFENDANTS owes PLAINTIFF wages at the regular rate for uncompensated

1 work time under the terms of the employment.

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

5 **EIGHTH CAUSE OF ACTION**

6 **NONPAYMENT OF OVERTIME COMPENSATION**

7 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

19 69. DEFENDANTS knew or should have known that PLAINTIFF had worked
20 overtime hours.

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

23 71. PLAINTIFF was not paid for overtime hours worked.

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

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NINTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL BREAKS
(PLAINTIFF against all DEFENDANTS)

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

74. *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.

75. *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.”

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

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

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

79. 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.

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

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

82. 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.

83. 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 all DEFENDANTS)

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

85. 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)

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

87. 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 88. 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 12 hours in a shift; however, PLAINTIFF was not given or
6 advised that PLAINTIFF may take a third rest break.

7 89. 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 PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

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

15 **(PLAINTIFF against all DEFENDANTS)**

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

18 91. *Labor Code* §226(a) requires employers to provide accurate itemized wage
19 statements for each wage payment. *Labor Code* §226(e) provides for a recovery of the greater of
20 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
21 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
22 aggregate penalty of four thousand dollars (\$4,000) (per employee).

23 92. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
24 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
25 withholdings, hours, wage rates, overtime, meal and rest premiums, among other things.

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

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

3 **TWELFTH CAUSE OF ACTION**

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

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

6 **(PLAINTIFF against all DEFENDANTS)**

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

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

15 97. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
16 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
17 withholdings, hours, wage rates, overtime, meal and rest premiums, among other things.

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

21 **THIRTEENTH CAUSE OF ACTION**

22 **UNTIMELY PAYMENT OF WAGES**

23 **(PLAINTIFF against all DEFENDANTS)**

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

26 100. *Labor Code* §210(a) provides that any employer who fails to timely pay the wages
27 of each employee shall be subject to a penalty in the amount of one hundred dollars (\$100) per
28 employee per violation in an initial citation, and two hundred dollars per employee per employee

1 for each violation in a subsequent citation, or any willful and intentional violation, plus 25 percent
2 of the amount unlawfully withheld.

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

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

8 **FOURTEENTH CAUSE OF ACTION**

9 **UNLAWFUL WITHHOLDING OF WAGES**

10 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

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1 **FIFTEENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(PLAINTIFF against all DEFENDANTS)**

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

6 109. *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.”

11 110. PLAINTIFF’s employment with DEFENDANTS ended.

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

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

15 113. 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 **SIXTEENTH CAUSE OF ACTION**

21 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

22 **LABOR CODE § 2698**

23 **(PLAINTIFF against all DEFENDANTS)**

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

26 115. PLAINTIFF and the other non-exempt employees are “aggrieved employees” as
27 defined by *Labor Code* §2699(c) in that they are all current or former employees of
28

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

3 116. 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.

6 117. 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 **SEVENTEENTH CAUSE OF ACTION**

10 **NEGLIGENCE**

11 **(PLAINTIFF against all DEFENDANTS)**

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

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

19 120. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

20 121. DEFENDANTS' breach was and is the actual and proximate cause of
21 PLAINTIFF's harm.

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

24 **EIGHTEENTH CAUSE OF ACTION**

25 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

26 **(PLAINTIFF against all DEFENDANTS)**

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

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

6 125. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

7 126. DEFENDANTS' breach was and is the actual and proximate cause of
8 PLAINTIFF's harm.

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

13 **NINETEENTH CAUSE OF ACTION**

14 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

15 **(PLAINTIFF against all DEFENDANTS)**

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

18 129. DEFENDANTS hired PLAINTIFF's supervisors.

19 130. PLAINTIFF's supervisors became unfit and incompetent to perform the work for
20 which PLAINTIFF's supervisors were hired.

21 131. DEFENDANTS knew or should have known of PLAINTIFF's supervisors became
22 unfit and incompetent to perform the work, and PLAINTIFF's supervisors created a particular risk
23 to others.

24 132. PLAINTIFF's supervisors' unfitness and incompetence harmed PLAINTIFF.

25 133. DEFENDANTS' negligence in hiring, supervising and retaining of PLAINTIFF's
26 supervisors was a substantial factor in causing PLAINTIFF's harm. The exact amount of damage
27 to PLAINTIFF shall be proved at trial.

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1 **TWENTIETH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

1 138. On October 16, 2023, PLAINTIFF requested DEFENDANTS to produce
2 PLAINTIFF's personnel file, all W2 information, all wage related documents, and all signed
3 documents.

4 139. DEFENDANTS failed to provide PLAINTIFF with complete employment records,
5 among other things.

6 140. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
7 damage.

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

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

12 **TWENTY-FIRST CAUSE OF ACTION**

13 **UNFAIR BUSINESS PRACTICES**

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

15 **(PLAINTIFF against all DEFENDANTS)**

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

18 144. DEFENDANTS, themselves or through their supervisors, in an effort to exploit,
19 harass, and discriminate against their employees for profit or otherwise, have engaged in the
20 following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined
21 in this complaint:

- 22 a. Wrongfully and constructively terminating and retaliating against employees
23 with disability-based reasons;
- 24 b. Discriminating against employees based on disability;
- 25 c. Failing to accommodate;
- 26 d. Failing to properly supervise and train its employees;
- 27 e. Failing to pay minimum, regular, overtime wages earned and owed to
28 employees;

- 1 f. Failing to provide proper meal breaks and rest periods, or to pay premium
2 wages for missed meal and rest periods to PLAINTIFF; and,
3 g. The foregoing wrongful activities have caused harm, fear, pressure, and
4 humiliation to the employee(s) at DEFENDANTS.

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

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

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

15 148. Pursuant to the provisions of §17203 of the California Business and Professions
16 Code, this Court should issue an injunction prohibiting DEFENDANTS from engaging in the
17 foregoing unfair, deceptive, and misleading business practices.

18 **PRAYER FOR RELIEF**

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

- 21 1. General and compensatory damages in an amount to be subject to proof at trial to
22 the extent permitted by law;
23 2. Liquidated damages (if applicable);
24 3. Special damages;
25 4. Emotional distress damages;
26 5. Civil and statutory penalties (including under PAGA where applicable);
27 6. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by
28 the use of the unfair, deceptive, and misleading business practices described as in unfair business

practices cause of action;

7. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair, deceptive, and misleading business practices described as in unfair business practices cause of action;

8. Declaration that DEFENDANTS' business practices are unfair within the meaning described as in unfair business practices cause of action;

9. Punitive and exemplary damages;

10. Pre-judgment interest;

11. Costs of lawsuit herein incurred;

12. Attorneys' fees; and

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

Dated: November 27, 2023

BITTON & ASSOCIATES



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Gloria Garcia

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Dated: November 27, 2023



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