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

MIGUEL VALDEZ CORTEZ, an individual,

Plaintiffs,

v.

A2 RAILLA DEVELOPMENT, INC., a
California Corporation; and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No.: 24STCV12907
Unlimited Jurisdiction

COMPLAINT

- 1. 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 REIMBURSE EXPENSES;**
- 12. WAITING TIME PENALTIES;**
- 13. NEGLIGENCE;**
- 14. NEGLIGENT HIRING,**

**SUPERVISION, AND RETENTION;
AND
15. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff MIGUEL VALDEZ CORTEZ (“PLAINTIFF”) an individual, hereby files this Complaint against Defendant A2 RAILLA DEVELOPMENT, INC. (“DEFENDANT”), a California Corporation, and DOES 1 THROUGH 20, inclusive. PLAINTIFF 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 is, and at all times material hereto was, a California corporation organized, existing and registered under the laws of the State of California and conducting business in the County of Los Angeles.

3. 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.

4. 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.

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6. 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.

8. Through bi-weekly direct deposits from DEFENDANT, PLAINTIFF was paid at \$23/hour, which was his most recent rate of pay. He was at all time relevant a non-exempt employee.

10. Without a regular or accurate clock in and out system, PLAINTIFF'S work hours, including those of other employees similarly situated, were not accurately recorded.

12. Scheduled for work five days a week, PLAINTIFF typically started working at 7:00 a.m. and would be scheduled to take a 45-minute lunch at 10 a.m. However, it was often that employees would not be able to take their meal breaks on time. Often meals were taken after the fifth hour on a workday.

14. Moreover, the one meal break received was not always complaint with meal break requirements.

15. PLAINTIFF was not provided all tools necessary to perform his work, nor he was reimbursed for tools he bought and brought in for work. PLAINTIFF had to keep his tools in his

1 car every day for work.

2 16. On or around April 8, 2022, PLAINTIFF sustained a workplace injury. PLAINTIFF
3 reported his injuries to his supervisor and DEFENDANT sent him to a clinic.

4 17. The doctor PLAINTIFF was examined by gave him certain restrictions, one of them
5 being PLAINTIFF could not stand for long periods of time.

6 18. On or around April 14, 2022, PLAINTIFF notified the supervisor of his restrictions
7 and his need to be accommodated. His supervisor replied with “Let me talk to the owner of the
8 company to see what we can do”.

9 19. PLAINTIFF continued to work, but eventually, he could not take the pain anymore,
10 as the tasks he was assigned to required him to stand for long periods of time, despite having asked
11 for accommodation.

12 20. PLAINTIFF waited for a response on the accommodations he requested, but never
13 received one until April 21, 2022, when his supervisor texted him to pick up his final check. In
14 other words, PLAINTIFF was terminated.

15 21. On November 17, 2023, PLAINTIFF filed a complaint with the Civil Rights
16 Department (“CRD”) and obtained a Right to Sue letter on the same day. PLAINTIFF herein with
17 this Complaint serves DEFENDANTS with the CRD complaint and Right to Sue notices.

18 **FIRST CAUSE OF ACTION**

19 **WRONGFUL TERMINATION**

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

21 **(PLAINTIFF against DEFENDANT and DOE 1 through 10)**

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

24 23. PLAINTIFF was employed by DEFENDANT.

25 24. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANT in
26 violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a
27 result of having a disability.

1 25. DEFENDANT took adverse employment actions against PLAINTIFF because
2 PLAINTIFF had sustained injuries while on the job, made complaints about the work-related
3 injuries, and sought accommodation due to the injuries and medical condition. *California*
4 *Government Code* §12940 provides that it is against the law to discriminate against an employee
5 due to disability and medical condition, and to retaliate against an employee for requesting an
6 accommodation for disability and medical condition regardless of whether the request was granted.
7 These policies are also enumerated in *Labor Code* §132(a), FEHA, the California and United
8 States Constitutions, among other laws and regulations.

9 26. DEFENDANT’S violations of public policy and FEHA described above were
10 substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by
11 DEFENDANTS.

12 27. As a substantial result of DEFENDANT’S intentional acts in violation of public
13 policy and FEHA, PLAINTIFF was harmed. Specifically, PLAINTIFF lost income, and endured
14 emotional and mental damages, among other related damages. The exact amount of damage to
15 PLAINTIFF shall be proved at trial.

16 28. PLAINTIFF believes that DEFENDANT’S conducts described above were done
17 with malice, fraud and oppression and with conscious disregard for PLAINTIFF’S rights and with
18 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
19 punitive and exemplary damages.

20 29. In addition, PLAINTIFF is entitled to interest, attorney’s fees and costs, among
21 other damages against DEFENDANT.

22 **SECOND CAUSE OF ACTION**

23 **DISCRIMINATION IN VIOLATION**

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

25 **(PLAINTIFF against DEFENDANT and DOE 1 through 10)**

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

28 31. PLAINTIFF was an employee of DEFENDANT.

1 41. PLAINTIFF was able to perform the essential duties of the position or a vacant
2 alternative position to which PLAINTIFF could have been reassigned with reasonable
3 accommodation for PLAINTIFF'S disability.

4 42. However, DEFENDANT failed to provide such reasonable accommodation for
5 PLAINTIFF'S disability. DEFENDANT otherwise expected PLAINTIFF to work through the
6 pain without treatment or accommodation, and at times assigned him more strenuous tasks.

7 43. As a substantial result of DEFENDANT'S failure to accommodate, PLAINTIFF
8 was harmed. The exact amount of damage to PLAINTIFF shall be proved at trial.

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

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS**

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

14 **(PLAINTIFF against DEFENDANT and DOE 1 through 10)**

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

17 46. PLAINTIFF was an employee of DEFENDANT.

18 47. PLAINTIFF had a disability that was known to DEFENDANT, and PLAINTIFF'S
19 injury rendered PLAINTIFF disabled within the meaning for disability under FEHA.

20 48. PLAINTIFF requested that DEFENDANT make reasonable accommodation for
21 PLAINTIFF so that PLAINTIFF would be able to perform the essential job requirements.

22 49. PLAINTIFF was willing to participate in an interactive process to determine
23 whether reasonable accommodation could be made so that PLAINTIFF would be able to perform
24 the essential job requirements.

25 50. However, DEFENDANT failed to participate in a timely good-faith interactive
26 process with PLAINTIFF to determine whether reasonable accommodation could be made.
27 Further, DEFENDANT failed to follow up and continually check-in with PLAINTIFF.

28 51. As a substantial result of DEFENDANT'S failure to engage in the interactive

1 process, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at
2 trial.

3 52. In addition, PLAINTIFF is entitled to interest, attorney's fees and costs, among
4 other damages against DEFENDANT.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO TAKE REASONABLE STEPS**

7 **TO PREVENT DISCRIMINATION AND RETALIATION**

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

9 **(PLAINTIFF against DEFENDANT and DOE 1 through 10)**

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

12 54. PLAINTIFF was employed as an employee by DEFENDANT.

13 55. PLAINTIFF was subject to disability and medical condition discrimination and
14 retaliation in violation of FEHA and public policy in the course of employment.

15 56. DEFENDANT failed to take all reasonable steps to prevent discrimination, and
16 retaliation. DEFENDANT ignored PLAINTIFF'S complaints about disability and medical
17 condition discrimination and retaliation and as a result by not doing anything, had condoned,
18 ratified and participated in the acts causing PLAINTIFF harm.

19 57. As a substantial result of DEFENDANT'S failure to take reasonable steps to
20 prevent discrimination and retaliation, PLAINTIFF was harmed. The exact amount of damage to
21 PLAINTIFF shall be proved at trial.

22 58. In addition, PLAINTIFF is entitled to interest, attorney's fees and costs, among
23 other damages against DEFENDANT.

24 **SIXTH CAUSE OF ACTION**

25 **NONPAYMENT OF MINIMUM WAGES**

26 **(PLAINTIFF against all DEFENDANTS)**

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

60. *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.”

61. PLAINTIFF performed work for DEFENDANTS.

62. PLAINTIFF was paid less than the minimum wage by DEFENDANTS for hours worked but not accurately recorded. Thus, PLAINTIFF was deprived of PLAINTIFF'S regular rate of pay and even minimum wage.

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

64. 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.

SEVENTH CAUSE OF ACTION

NONPAYMENT OF WAGES

(PLAINTIFF against all DEFENDANTS)

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

66. PLAINTIFF performed work for DEFENDANTS.

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

68. 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.

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1 **EIGHTH CAUSE OF ACTION**

2 **NONPAYMENT OF OVERTIME COMPENSATION**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

13 71. PLAINTIFF performed work for DEFENDANTS that PLAINTIFF worked
14 overtime hours for more than eight (8) hours in a day and/or forty (40) hours in a week and/or
15 seven consecutive days.

16 72. DEFENDANTS knew or should have known that PLAINTIFF had worked
17 overtime hours.

18 73. 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 **NINTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE MEAL BREAKS**

24 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

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

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

26 81. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
27 non-exempt position.
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82. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal breaks.

83. PLAINTIFF and other similarly situated employees, were typically not given complaint meal breaks before the fifth hour. The one meal break time was auto deducted without reference to the actual time taken for the meal.

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 all DEFENDANTS)

85. PLAINTIFF hereby realleges and incorporated 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 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4) hours of work.

89. Throughout PLAINTIFF's employment, DEFENDANTS typically did not provide PLAINTIFF with rest breaks for every four hours of work.

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

1 for each workday that a rest period was not provided. The exact amount of missed rest break wages
2 owed to PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such
3 amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

4 **ELEVENTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE EXPENSES**

6 **(PLAINTIFF against all DEFENDANTS)**

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

9 92. In California, employers must cover employees' expenses. Pursuant to *Labor Code*
10 §2802(a) an employer is required to "indemnify him or her employee for all necessary expenditures
11 and losses incurred by the employee in direct consequence of the discharge of his or her duties, or
12 of his or her obedience to the directions of the employer..." This includes, "all reasonable costs"
13 as defined in *Labor Code* §2802(c). Further, *Labor Code* §2804 states the employee may not waive
14 these rights.

15 93. PLAINTIFF used his personal tools for employers benefit during his employment.

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

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

19 **TWELFTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 **(PLAINTIFF against all DEFENDANTS)**

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

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

1 98. PLAINTIFF's employment with DEFENDANTS ended.

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

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

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

10 **THIRTEENTH CAUSE OF ACTION**

11 **NEGLIGENCE**

12 **(PLAINTIFF against all DEFENDANTS)**

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

15 103. DEFENDANT owes, and at all times relevant owed, a duty to their employees to
16 provide a safe, non-discriminating and non-retaliatory work environment, to make sure that its
17 supervisors take action against employees practicing workplace discrimination and retaliation, and
18 to make sure supervisors and managers look after the safety of employees during their watch.

19 104. DEFENDANT breached this duty to PLAINTIFF as highlighted above.

20 105. DEFENDANT'S breach was and is the actual and proximate cause of
21 PLAINTIFF'S harm.

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

24 **FOURTEENTH CAUSE OF ACTION**

25 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

26 **(PLAINTIFF against all DEFENDANTS)**

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

1 108. DEFENDANT breached duties owed to PLAINTIFF.

2 109. These duties include the hiring, retention, and supervision of its supervisors.

3 110. PLAINTIFF'S supervisors became unfit and incompetent to perform the work for
4 which they were hired.

5 111. DEFENDANT knew or should have known PLAINTIFF'S supervisors became
6 unfit and incompetent to perform the work, and PLAINTIFF'S supervisors created a particular risk
7 to others.

8 112. PLAINTIFF'S supervisors unfitness and incompetence harmed PLAINTIFF.

9 113. DEFENDANT'S negligence in hiring, supervising and retaining of PLAINTIFF'S
10 supervisors was a substantial factor in causing PLAINTIFF'S harm. The exact amount of damage
11 to PLAINTIFF shall be proved at trial.

12 **FIFTEENTH CAUSE OF ACTION**

13 **UNFAIR BUSINESS PRACTICES**

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

15 **(PLAINTIFF against all DEFENDANTS)**

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

18 115. 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 terminating and retaliating against employees with disability and
23 medical condition-based reasons;
- 24 b. Discriminating against employees based on disability and medical condition;
- 25 c. Failing to accommodate;
- 26 d. Failing to properly supervise and train its employees;
- 27 e. Failing to provide proper meal breaks and rest periods, or to pay premium
28 wages for missed meal and rest periods to PLAINTIFF;

- 1 f. Failing to provide reimbursement for business expenses; and,
2 g. The foregoing wrongful activities have caused harm, fear, pressure, and
3 humiliation to the employee(s) at DEFENDANTS.

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

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

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

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

17 **PRAYER FOR RELIEF**

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

- 20 1. General and compensatory damages in an amount to be subject to proof at trial to
21 the extent permitted by law;
22 2. Special damages;
23 3. Emotional distress damages;
24 4. Civil and statutory penalties to the extent recoverable;
25 5. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by
26 the use of the unfair, deceptive, and misleading business practices described as in unfair business
27 practices cause of action;
28 6. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair,

1 deceptive, and misleading business practices described as in unfair business practices cause of
2 action;

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

5 8. Punitive and exemplary damages;

6 9. Pre-judgment interest;

7 10. Costs of lawsuit herein incurred;

8 11. Attorneys' fees; and

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

11 Dated: May 22, 2024

BITTON & ASSOCIATES

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15 Ophir J. Bitton, Esq.
16 Attorneys for Plaintiff,
17 Miguel Valdez Cortez
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Dated: May 22, 2024



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
Miguel Valdez Cortez