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

LIANA KABAYAN, an individual,

Plaintiff,

v.

COSMETIC REJUVENATION MEDICAL
CENTER, INC., a California Corporation;
EDMUND FISHER, an individual; and
DOES 1 THROUGH 20, inclusive,

Defendants.

Case No.: 24STCV01671
Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 2. DISCRIMINATION BASED ON PROTECTED STATUS – SEX AND GENDER;**
- 3. SEXUAL HARASSMENT – HOSTILE WORKING ENVIRONMENT;**
- 4. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION, HARASSMENT AND/OR RETALIATION;**
- 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. FAILURE TO REIMBURSE EXPENSES;**
- 10. UNTIMELY PAYMENT OF WAGES;**
- 11. UNLAWFUL WITHHOLDING OF WAGES;**

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**12. WAITING TIME PENALTIES;
13. CALIFORNIA PRIVATE ATTORNEY
GENERAL ACT [California *Labor
Code* §2698];
14. NEGLIGENCE;
15. NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
16. NEGLIGENT HIRING,
SUPERVISION, AND RETENTION;
17. FAILURE TO PROVIDE
EMPLOYMENT RECORDS; AND
18. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff LIANA KABAYAN (“PLAINTIFF”) hereby files this Complaint against Defendants COSMETIC REJUVENATION MEDICAL CENTER, INC. (“CRMC”), a California Corporation, EDMUND FISHER (“FISHER”), 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 CRMC 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 FISHER 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.

1 PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is
2 responsible for each and every act and obligation hereinafter set forth.

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

10 **JURISDICTION AND VENUE**

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

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

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

18 8. Starting around October 17, 2022, PLAINTIFF was employed as a Patient
19 Coordinator by CRMC.

20 9. CRMC provides professional medical services hiring around 15 employees.

21 10. PLAINTIFF's direct supervisor was Zara Harutyunyan ("Harutyunyan").

22 11. Edmund Fisher is named as the Chief Executive Officer and Chief Financial Officer
23 of CRMC. PLAINTIFF is informed and believes and thereon alleges that in their capacity as Chief
24 Executive Officer and Chief Financial Officer created and implemented policy and controlled
25 PLAINTIFF and PLAINTIFF's work conditions.

26 12. Through bi-weekly direct deposits, PLAINTIFF was paid \$25/hour, which was her
27 most recently hourly rate.

28 13. It was often that PLAINTIFF and other similarly situated employees did not receive

1 their pay until four to five days after paydays.

2 14. PLAINTIFF would also receive 10% non-discretionary commission from any
3 products to sold.

4 15. Scheduled for work from 9:30 a.m. to 5 p.m., Monday through Friday, PLAINTIFF
5 would have to work overtime till 6 p.m. when the doctor wasn't in the office. While she was on
6 her meal breaks, she had to be on call in case she was needed. And typically, PLAINTIFF was not
7 given any rest breaks.

8 16. PLAINTIFF was asked to buy scrub pants and shoes out-of-pocket following
9 CRMC's requirements, however, she was never reimbursed for the expenses.

10 17. Throughout her employment at CRMC, PLAINTIFF, as a woman, was constantly
11 given negative comments on her appearance Harutyunyan. PLAINTIFF was called ugly and
12 should wear a mask while at work because her lips were ugly. Harutyunyan also told other
13 employees that "I don't like Liana's hair. It looks trashy, looks like a wig." There were other
14 discriminative and harassing comments from Harutyunyan towards PLAINTIFF such as "you are
15 not fit for my standard" "you are costing my business." Due to the hostile working environment
16 created by Harutyunyan, PLAINTIFF suffered from mental distress and depression, which caused
17 her to go through a miscarriage in or about August 2023.

18 18. On or around September 11, 2023, PLAINTIFF sent a letter complaining about
19 Harutyunyan's hostile treatment against her to CRMC's Human Resources ("HR"). A few days
20 later around September 15, 2023, PLAINTIFF learned that the HR and herself were both fired by
21 CRMC.

22 19. On December 14, 2023, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
23 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
24 Agency ("LWDA") and DEFENDANTS of the specific provisions of the labor Code alleged to
25 have been violated, including the facts and theories to support the alleged violation. As of the date
26 of filing this complaint, (more than 60 calendar days after PLAINTIFF's LWDA letters were
27 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
28 to investigate the alleged violations.

20. On December 14, 2023, PLAINTIFF filed a complaint with the Department of Fair Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day. PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and Right to Sue notices.

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION

AND RETALIATION IN VIOLATION OF PUBLIC POLICY

(PLAINTIFF against CRMC and DOE 1 through 10)

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

22. PLAINTIFF was employed by DEFENDANTS.

23. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a result of PLAINTIFF’s sex and gender.

24. DEFENDANTS discharged PLAINTIFF because PLAINTIFF's sex and gender. *California Government Code* §12940 provides that it is against the law to discriminate against an employee due to gender, a protected status under FEHA. These policies are also enumerated in *Labor Code* §132(a), FEHA, the California and United States Constitutions, among other laws and regulations.

25. DEFENDANTS' violations of public policy and FEHA described above were substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by DEFENDANTS.

26. 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.

27. PLAINTIFF believes that DEFENDANTS' conducts described above were done with malice, fraud and oppression and with conscious disregard for PLAINTIFF's rights and with

1 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
2 punitive and exemplary damages.

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

5 **SECOND CAUSE OF ACTION**

6 **DISCRIMINATION IN VIOLATION**

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

8 **(PLAINTIFF against CRMC and DOE 1 through 10)**

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

11 30. PLAINTIFF was an employee of DEFENDANTS.

12 31. PLAINTIFF constantly endured severe sex and gender-based discrimination at
13 work. DEFENDANTS knew of such discrimination against PLAINTIFF but failed to take
14 immediate and appropriate corrective action.

15 32. PLAINTIFF's sex and gender were substantial motivating reasons for
16 DEFENDANTS' conduct that caused the wrongful termination against PLAINTIFF.

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

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

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

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THIRD CAUSE OF ACTION

SEXUAL HARASSMENT – HOSTILE WORKING ENVIRONMENT

(PLAINTIFF against CRMC and DOE 1 through 10)

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

37. PLAINTIFF was, at all times relevant, an employee of DEFENDANTS and Harutyunyan was PLAINTIFF's supervisor.

38. PLAINTIFF was subjected to sexually harassing conduct because PLAINTIFF was a woman.

39. The harassing conduct was severe and/or pervasive.

40. A reasonable woman in PLAINTIFF's circumstances would have considered the work environment to be hostile, intimidating, offensive, oppressive, and/or abusive.

41. PLAINTIFF considered the work environment to be hostile, intimidating, offensive, oppressive, and/or abusive.

42. A supervisor engaged in the conduct, and DEFENDANTS' supervisors and/or agents knew or should have known the conduct and failed to take immediate and appropriated corrective action.

43. As a result of Harutyunyan's intentional acts and DEFENDANTS' failure to properly act to protect PLAINTIFF, in violation of public policy, 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.

44. PLAINTIFF believes that DEFENDANTS and its supervisory employee, Harutyunyan's 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.

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

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO TAKE REASONABLE STEPS**

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

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

5 **(PLAINTIFF against CRMC and DOE 1 through 10)**

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

8 47. PLAINTIFF was employed as an employee by DEFENDANTS.

9 48. PLAINTIFF was subject to sex and gender discrimination, harassment and
10 retaliation in violation of public policy in the course of employment.

11 49. DEFENDANTS failed to take all reasonable steps to prevent discrimination,
12 harassment, and retaliation. DEFENDANTS ignored PLAINTIFF's complaints about sex and
13 gender discrimination, harassment, and retaliation and as a result by not doing anything, had
14 condoned, ratified and participated in the acts causing PLAINTIFF harm.

15 50. As a substantial result of DEFENDANTS' failure to take reasonable steps to
16 prevent discrimination, harassment, and retaliation, PLAINTIFF was harmed. The exact amount
17 of damage to PLAINTIFF shall be proved at trial.

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

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL BREAKS**

22 **(PLAINTIFF against all DEFENDANTS)**

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

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

28 54. *Labor Code* §512 further provides that "An employer may not employ an employee

1 for a work period of more than 10 hours per day without providing the employee with a second
2 meal period of not less than 30 minutes, except that if the total hours worked is no more than 12
3 hours, the second meal period may be waived by mutual consent of the employer and the employee
4 only if the first meal period was not waived.”

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

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

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

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

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

24 60. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
25 breaks.

26 61. PLAINTIFF was at times not given meal breaks and at other times meal breaks
27 which were not compliant with labor laws.
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62. 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.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(PLAINTIFF against all DEFENDANTS)

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

64. 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)

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

66. 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.

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

68. 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 for each workday that a rest period was not provided. The exact amount of missed rest 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.

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

7 70. *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 71. 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, and sick leaves, among other
15 things.

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

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

21 **EIGHTH CAUSE OF ACTION**

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

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

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.

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

1 wage statements for each wage payment. Specifically, *Labor Code* §226.3 provides a penalty of
2 two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
3 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer
4 fails to provide the employee a wage statement in compliance with *Labor Code* §226.

5 76. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
6 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
7 withholdings, hours, wage rates, overtime, meal and rest premiums, and sick leaves, among other
8 things.

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

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE EXPENSES**

14 **(PLAINTIFF against all DEFENDANTS)**

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

17 79. In California, employers must cover employees' expenses. Pursuant to *Labor Code*
18 §2802(a) an employer is required to "indemnify him or her employee for all necessary expenditures
19 and losses incurred by the employee in direct consequence of the discharge of his or her duties, or
20 of his or her obedience to the directions of the employer..." This includes, "all reasonable costs"
21 as defined in *Labor Code* §2802(c). Further, *Labor Code* §2804 states the employee may not waive
22 these rights.

23 80. PLAINTIFF was required to purchase uniforms, protective equipment and safety
24 device out-of-pocket necessary to perform job, and PLAINTIFF did make such purchases for the
25 benefit of DEFENDANTS.

26 81. DEFENDANTS did not reimburse PLAINTIFF for such expenses.

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

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

5 **TWELFTH CAUSE OF ACTION**

6 **WAITING TIME PENALTIES**

7 **(PLAINTIFF against all DEFENDANTS)**

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

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

15 94. PLAINTIFF's employment with DEFENDANTS ended.

16 95. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF's
17 termination until the date of filing this Complaint.

18 96. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

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1 **THIRTEENTH CAUSE OF ACTION**

2 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

3 **LABOR CODE § 2698**

4 **(PLAINTIFF against all DEFENDANTS)**

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

7 99. 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.

11 100. 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.

14 101. 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 **FOURTEENTH CAUSE OF ACTION**

18 **NEGLIGENCE**

19 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

5 **FIFTEENTH CAUSE OF ACTION**

6 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

7 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

23 **SIXTEENTH CAUSE OF ACTION**

24 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

25 **(PLAINTIFF against all DEFENDANTS)**

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

28 113. DEFENDANTS hired Harutyunyan.

1 114. Harutyunyan became unfit and incompetent to perform the work for which
2 Harutyunyan were hired.

3 115. DEFENDANTS knew or should have known of Harutyunyan became unfit and
4 incompetent to perform the work, and Harutyunyan created a particular risk to others.

5 116. Harutyunyan's unfitness and incompetence harmed PLAINTIFF.

6 117. DEFENDANTS' negligence in hiring, supervising and retaining of Harutyunyan
7 was a substantial factor in causing PLAINTIFF's harm. The exact amount of damage to
8 PLAINTIFF shall be proved at trial.

9 **SEVENTEENTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

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. *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."

21 120. *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."

24 121. *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."

122. On December 14, 2023, PLAINTIFF requested DEFENDANTS to produce PLAINTIFF's personnel file, all W2 information, all wage related documents, and all signed documents.

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

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

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

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

EIGHTEENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

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

(PLAINTIFF against all DEFENDANTS)

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

128. 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. Wrongfully terminating and retaliating against employees with sex and
4 gender-based reasons;
- 5 b. Discriminating against employees based on disability and gender;
- 6 c. Failing to properly supervise and train its employees;
- 7 d. Failing to provide proper meal breaks and rest periods, or to pay premium
8 wages for missed meal and rest periods to PLAINTIFF;
- 9 e. Failing to provide reimbursement for business expenses; and,
- 10 f. The foregoing wrongful activities have caused harm, fear, pressure, and
11 humiliation to the employee(s) at DEFENDANTS.

12 129. PLAINTIFF is entitled to enforce all applicable penalty provisions of the California
13 Business and Professions Code §17202.

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

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

22 132. Pursuant to the provisions of §17203 of the California Business and Professions
23 Code, this Court should issue an injunction prohibiting DEFENDANTS from engaging in the
24 foregoing unfair, deceptive, and misleading business practices.

25 **PRAYER FOR RELIEF**

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

- 28 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. 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: January 22, 2024

BITTON & ASSOCIATES



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Dated: January 22, 2024



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