

Ophir J. Bitton (SBN: 204310)
BITTON & ASSOCIATES
7220 Melrose Avenue, 2nd Floor
Los Angeles, CA 90046
Tel. No.: (310) 356-1006
Fax No.: (818) 524-1224

Attorneys for Plaintiff,
Heidi Brito

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David W. Slayton,
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By E. Galicia, Deputy Clerk

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

HEIDI BRITO, an individual,

Plaintiff,

v.

MANNA DEVELOPMENT GROUP, LLC,
a California limited liability company;
RISEN BREAD, LLC, a California limited
liability company; and DOES 1 THROUGH
20, inclusive,

Defendants.

Case No.: 24STCV25980
Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALITION IN VIOLATION OF PUBLIC POLICY;**
- 2. NONPAYMENT OF MINIMUM WAGES;**
- 3. NONPAYMENT OF REGULAR WAGES;**
- 4. NONPAYMENT OF OVERTIME COMPENSATION;**
- 5. FAILURE TO PROVIDE MEAL BREAKS;**
- 6. FAILURE TO PROVIDE REST PERIODS;**
- 7. FAILURE TO REIMBURSE EXPENSES;**
- 8. WAITING TIME PENALTIES;**
- 9. NEGLIGENCE;**
- 10. NEGLIGENT HIRING, SUPERVISION AND RETENTION; AND**
- 11. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

1 Plaintiff HEIDI BRITO (“PLAINTIFF”) hereby files this Complaint against Defendants
2 MANNA DEVELOPMENT GROUP, LLC (“MANNA”), a California limited liability company,
3 and RISEN BREAD, LLC, (“RISEN”) a California limited liability company, and DOES 1
4 THROUGH 20, inclusive (Collectively, “DEFENDANTS”). PLAINTIFF alleges as follows:

5 **PARTIES**

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

8 2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
9 MANNA is, and at all times material hereto was, a California limited liability company organized
10 and existing under the laws of the State of California and authorized to conduct business in the
11 County of Los Angeles.

12 3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
13 RISEN is, and at all times material hereto was, a California limited liability company organized
14 and existing under the laws of the State of California and authorized to conduct business in the
15 County of Los Angeles.

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

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

1 **JURISDICTION AND VENUE**

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

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

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

9 8. In or about 2015, PLAINTIFF was hired by DEFENDANTS, a Panera Bread
10 franchisee restaurant, located at 24133 Baywood Lane, Santa Clarita, as a non-exempt team
11 member. In or about October 31, 2020, PLAINTIFF was promoted to manager.

12 9. MANNA and RISEN are licensed franchisees that currently operate 155 bakery
13 cafes across 8 states, including the Panera Bread at which PLAINTIFF was employed.

14 10. Through bi-weekly deposits from DEFENDANTS, PLAINTIFF was paid
15 \$2,510.76 for 80 hours of work, which was her most recent rate of pay.

16 11. At the time of hiring, PLAINTIFF was informed that she would be working about
17 eight hours a day, five days a week. When she was promoted to manager the expectation was that
18 she would work at least 45 hours a week. However, it was often more.

19 12. For example, she had to answer work calls on her days off and she often was asked
20 to work different schedules to help out during the time when DEFENDANTS were short staffed
21 of managers, and team members, such as cashiers and bussers.

22 13. PLAINTIFF would often work over twelve hours a day after she became manager,
23 yet her pay and purported hours did not change.

24 14. Moreover, during such times, including times PLAINTIFF was required to cover,
25 she had to be on the floor making food, packaging orders, cleaning tables, greeting customers,
26 keeping the restrooms clean, sweeping floors, and washing dishes.

27 15. PLAINTIFF would also have to do employee paperwork off the clock.

28 16. Throughout her employment, PLAINTIFF had to take late, short and/or interrupted

1 lunch breaks and often miss her rest breaks altogether.

2 17. During PLAINTIFF's entire employment, she had to use her own personal cell
3 phone for work.

4 18. DEFENDANTS did not reimburse her for the usage of the cell phone.

5 19. PLAINTIFF's district manager, Raquel Hernandez ("Hernandez") would often call
6 PLAINTIFF on her days off to yell at her that she was not meeting certain metrics for the store.

7 20. PLAINTIFF is informed and believes that all of her wage and hour issues were
8 wholly or in part shared by other misclassified and non-exempt similarly situated employees.

9 21. As aforementioned, PLAINTIFF was held accountable for not meeting certain
10 metrics at the store, although she made complaints to Hernandez several times about not having
11 enough managers and staff at the store and being overworked.

12 22. In fact, PLAINTIFF specially complained about understaffing, and not being able
13 to do administrative tasks and basically not being able to act like a manager as a result.

14 23. On or around February 16, 2023, Hernandez asked PLAINTIFF to meet her at
15 another Panera Bread location to discuss training and possibly moving a manager to the Santa
16 Clarita location where PLAINTIFF worked.

17 24. PLAINTIFF met with Hernandez and another manager, Sarah, and at that meeting,
18 they both informed PLAINTIFF that "the company had decided to part ways with her." She was
19 fired.

20 25. Here DEFENDANTS' actions were motivated by PLAINTIFF'S continuous
21 complaints about staffing shortages.

22 26. On February 14, 2024, 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.

1 **FIRST CAUSE OF ACTION**

2 **WRONGFUL TERMINATION**

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

4 **(PLAINTIFF against MANNA, RISEN and DOE 1 through 10)**

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

7 28. PLAINTIFF was employed by DEFENDANTS.

8 29. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
9 in violation of public policy and the California Fair Employment and Housing Act ("FEHA") as a
10 result of complaining about the working environment, and the need to hire more managers, and
11 her inability to perform administrative tasks.

12 30. In essence, PLAINTIFF was informing DEFENDANTS that she is misclassified.

13 31. When PLAINTIFF did this, she was treated poorly and then fired.

14 32. DEFENDANTS took adverse employment actions against PLAINTIFF because
15 PLAINTIFF made complaints about the work environment, and understaffing which increased the
16 egregious wage and hour abuses.

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

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

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

28 36. In addition, PLAINTIFF is entitled to interest, attorney's fees and costs, among

1 other damages against DEFENDANTS.

2 **SECOND CAUSE OF ACTION**

3 **NONPAYMENT OF MINIMUM WAGES**

4 **(PLAINTIFF against all DEFENDANTS)**

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

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

11 39. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was
12 either misclassified as exempt when her job duties and category should have made her non-exempt
13 or was simply not paid overtime and given other non-exempt benefits.

14 40. PLAINTIFF often worked more than eight hours in a day and/or forty hours in a
15 week, for which she should have been paid overtime wages. However, she was not compensated
16 for this time at all – not even minimum wage.

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

21 **THIRD CAUSE OF ACTION**

22 **NONPAYMENT OF WAGES**

23 **(PLAINTIFF against all DEFENDANTS)**

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

26 43. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was
27 either misclassified as exempt when her job duties and category should have made her non-exempt
28 or was simply not paid overtime and given other non-exempt benefits.

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

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

7 **FOURTH CAUSE OF ACTION**

8 **NONPAYMENT OF OVERTIME COMPENSATION**

9 **(PLAINTIFF against all DEFENDANTS)**

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

12 47. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was
13 either misclassified as exempt when her job duties and category should have made her non-exempt
14 or was simply not paid overtime and given other non-exempt benefits.

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

22 49. PLAINTIFF performed work for DEFENDANTS that PLAINTIFF worked
23 overtime hours for more than eight (8) hours in a day and/or forty (40) hours in a week and/or
24 seven consecutive days, yet not all her time was compensated, for she was paid for her overtime
25 hours at a regular rate.

26 50. DEFENDANTS knew or should have known that PLAINTIFF had worked
27 overtime hours.

28 51. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived

1 of regular time wages and liquidated damages in amounts to be proven at trial, and PLAINTIFF is
2 entitled to recovery of such amounts from DEFENDANTS, plus interest, penalties, attorney's fees
3 and costs.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL BREAKS**

6 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

26 57. Section 11(D) of the *IWC Wage Order(s)* provides that "If an employer fails to
27 provide an employee a meal period in accordance with the applicable provisions of this order, the
28 employer shall pay the employee one (1) hour of pay at the employee's regular rate of

1 compensation for each workday that the meal period is not provided.”

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

6 59. Since PLAINTIFF was misclassified and/or she was often required to cover the
7 shifts of other employees when DEFENDANTS were short staffed, she was not given meal periods
8 or proper meal periods.

9 60. At times PLAINTIFF would have to completely forego her meal breaks or would
10 take her lunch breaks later. At other times, it was interrupted or cut short.

11 61. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
12 breaks, both as a staff member and purported manager.

13 62. PLAINTIFF was at times not given meal breaks and at other times meal breaks
14 which were not compliant with labor laws, throughout her employment.

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

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE REST PERIODS**

22 **(PLAINTIFF against all DEFENDANTS)**

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

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

66. At all times relevant herein, PLAINTIFF should have been employed by DEFENDANTS in a non-exempt position.

67. 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.

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

69. 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.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE EXPENSES

(PLAINTIFF against all DEFENDANTS)

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

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

72. PLAINTIFF was required to use her personal cell phone for the extensive communication tasks necessary to perform job for the benefit of DEFENDANTS.

73. Hernandez, PLAINTIFF's supervisor, would often call PLAINTIFF on her days off to yell at her that she was not meeting certain metrics for the store.

1 74. DEFENDANTS did not reimburse PLAINTIFF for these expenses.

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

4 **EIGHTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(PLAINTIFF against all DEFENDANTS)**

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

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

14 78. PLAINTIFF’S employment with DEFENDANTS ended.

15 79. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF’s
16 termination until the date of filing this Complaint.

17 80. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

23 **NINTH CAUSE OF ACTION**

24 **NEGLIGENCE**

25 **(PLAINTIFF against all DEFENDANTS)**

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

1 83. 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 84. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

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

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

11 **TENNTH CAUSE OF ACTION**

12 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

13 **(PLAINTIFF against all DEFENDANTS)**

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

16 88. DEFENDANTS hired PLAINTIFF'S district manager Hernandez.

17 89. PLAINTIFF'S supervisor became unfit and incompetent to perform the work for
18 which PLAINTIFF'S supervisor was hired.

19 90. DEFENDANTS knew or should have known of PLAINTIFF'S supervisor
20 becoming unfit and incompetent to perform the work, and PLAINTIFF'S supervisor created a
21 particular risk to others.

22 91. PLAINTIFF'S supervisor's unfitness and incompetence harmed PLAINTIFF.

23 92. DEFENDANTS' negligence in hiring, supervising and retaining of PLAINTIFF'S
24 supervisors was a substantial factor in causing PLAINTIFF'S harm. The exact amount of damage
25 to PLAINTIFF shall be proved at trial.

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1 **ELEVENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES**

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

4 **(PLAINTIFF against all DEFENDANTS)**

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

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

- 11 a. Wrongfully terminating and retaliating against employees making complaints
12 about the working environment’
- 13 b. Failing to properly supervise and train its employees;
- 14 c. Failing to pay minimum, regular, overtime wages earned and owed to
15 employees;
- 16 d. Failing to provide proper meal breaks and rest periods, or to pay premium
17 wages for missed meal and rest periods to PLAINTIFF;
- 18 e. Failing to provide reimbursement for business expenses; and,
- 19 f. The foregoing wrongful activities have caused harm, fear, pressure, and
20 humiliation to the employee(s) at DEFENDANTS.

21 95. PLAINTIFF is entitled to enforce all applicable penalty provisions of the California
22 Business and Professions Code §17202.

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

27 97. Pursuant to provisions of §17203 et seq. of the California Business and Professions
28 Code, DEFENDANTS must be ordered to disgorge all the unlawful profits in the relevant statutory

1 to PLAINTIFF, which DEFENDANTS have received from improperly billing clients and cheating
2 of employees in terms of their hours reported as having been worked but not paid.

3 98. Pursuant to the provisions of §17203 of the California Business and Professions
4 Code, this Court should issue an injunction prohibiting DEFENDANTS from engaging in the
5 foregoing unfair, deceptive, and misleading business practices.

6 **PRAYER FOR RELIEF**

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

9 1. General and compensatory damages in an amount to be subject to proof at trial to
10 the extent permitted by law;

11 2. Special damages;

12 3. Emotional distress damages;

13 4. Civil and statutory penalties to the extent recoverable;

14 5. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by
15 the use of the unfair, deceptive, and misleading business practices described as in unfair business
16 practices cause of action;

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

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

22 8. Punitive and exemplary damages;

23 9. Pre-judgment interest;

24 10. Costs of lawsuit herein incurred;

25 11. Attorneys' fees; and

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

1 Dated: October 7, 2024

BITTON & ASSOCIATES

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5 Ophir J. Bitton, Esq.
6 Attorneys for Plaintiff,
7 Heidi Brito
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Dated: October 7, 2024



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
Heidi Brito