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

VIDAL SANCHEZ, an individual,

Plaintiff,

v.

CHI-CHI'S PIZZA, INC., a California
Corporation; PAUL MICCOLIS, an
individual; and DOES 1 THROUGH 20,
inclusive,

Defendants.

Case No.: 25CHCV03289
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 PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 12. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**

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

DEMAND FOR JURY TRIAL

9 Plaintiff VIDAL SANCHEZ (“PLAINTIFF”) hereby files this Complaint against
10 Defendants CHI-CHI’S PIZZA, INC. (“CHI-CHI”), a California Corporation, PAUL MICCOLIS
11 (“MICCOLIS”), an individual, and DOES 1 THROUGH 20, inclusive (Collectively,
12 “DEFENDANTS”). PLAINTIFF alleges as follows:

13 **PARTIES**

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

16 2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant CHI-
17 CHI is, and at all times material hereto was, a California corporation organized and existing under
18 the laws of the State of California and authorized to conduct business in the County of Los Angeles.

19 3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
20 MICCOLIS is an individual conducting business in California and working in the County of Los
21 Angeles.

22 4. The true names and capacities of DOES 1 through 20, inclusive, whether individual,
23 corporate, associate, or otherwise, are unknown to PLAINTIFF at this time, who therefore sues
24 said defendants by such fictitious names; when the true names and capacities of such defendants
25 are ascertained, PLAINTIFF will seek leave of court to amend this Complaint to insert same.
26 PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is
27 responsible for each and every act and obligation hereinafter set forth.
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1 5. PLAINTIFF is informed and believes and thereon alleges that each defendant
2 named in this Complaint now is, and was at all times herein mentioned, the agent, servant,
3 employee, representative, alter ego, members of and/or engaged in a joint venture, partnership and
4 common enterprise of the other defendants herein, and was at all such times acting within the
5 course and scope of said agency and employment and with the consent and permission of each of
6 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
7 other co-defendants, and each of them.

8 **JURISDICTION AND VENUE**

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

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

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

16 8. From approximately 2014 to July 13, 2024, PLAINTIFF was hired by CHI-CHI as
17 a busser at its Northridge location with responsibilities such as dish and table cleaning.

18 9. PLAINTIFF's most recent hourly rate was \$16.98/hour and was compensated in
19 weekly paychecks.

20 10. PLAINTIFF is informed and believes and thereon alleges that in their capacity as
21 Chief Executive Officer, MICCOLIS created and implemented policy and controlled PLAINTIFF
22 and PLAINTIFF's work conditions.

23 11. CHI-CHI employs around eight to ten employees in each of its six chain restaurants.

24 12. Scheduled to work 6 days a week, PLAINTIFF would only receive one 30-minute
25 lunch break. However, his lunch breaks were often interrupted.

26 13. Further, it was often that employees would not be able to take their lunch breaks
27 until later in the day because they had to wait for another employee to cover for them and/or until
28 work conditions allowed for such a break.

1 14. This often led to meal breaks being taken after the fifth hour on a workday or being
2 missed all together.

3 15. It was also common practice for PLAINTIFF to only get one lunch break and no
4 other rest periods.

5 16. At the beginning of 2023, PLAINTIFF noticed that the other bussers were not
6 wearing their uniform, he was the only one that had to purchase his meal, and he would not get
7 tips from certain waiters.

8 17. PLAINTIFF brought the issue up with CHI-CHI's management regarding these
9 issues but never received any positive or corrective response. Instead, their disparity continued.

10 18. PLAINTIFF became concerned that his manager and/or DEFENDANT might
11 mistreat him due to his complaints.

12 19. Shortly after PLAINTIFF complained, CHI-CHI cut his hours and changed his
13 work schedule, by reducing the number of days.

14 20. In other words, for complaining about wage and reimbursement related issues,
15 DEFENDANT retaliated against PLAINTIFF.

16 21. Moreover, at the beginning of his employment, PLAINTIFF was informed he
17 would be entitled to sick time and vacation pay.

18 22. Every year he was employed, PLAINTIFF would have 72 hours of sick time, but
19 soon after he made complaints, the paychecks received by CHI-CHI only reflected 20 hours.

20 23. Further PLAINTIFF had a doctor's appointment and provided a note to CHI-CHI
21 requesting he get paid his sick hours for this appointment, but the request was denied.

22 24. CHI-CHI's management informed him he had to be sick to be entitled for the hours
23 to be paid. PLAINTIFF believes this scheme was used on similarly situated employees.

24 25. During this time, PLAINTIFF also experienced work-related injuries to his right
25 ankle and right hand. CHI-CHI knew or should have known of these injuries because PLAINTIFF
26 would wear a bandage on his injured hand, and his hands would always shake when dealing with
27 heavy trays.

28 26. This also caused PLAINTIFF to be concerned about the security of his

employment.

27. On or around the beginning of July 2024, PLAINTIFF could not take the pain anymore and reported his injuries to his supervisor Raul (“Raul”). Later, Raul requested a doctor’s note to accommodate him, but PLAINTIFF had not been able to go to the doctor and took Tylenol instead to subside the pain.

28. Raul said without a doctor’s note he was no longer employed. Plaintiff was never referred to workers’ compensation.

29. As he feared, PLAINTIFF was terminated by CHI-CHI on July 13, 2024.

30. PLAINTIFF’s termination was motivated by his complaints and his injury related disability.

31. PLAINTIFF still has not received his last paycheck, and believed he is owed over 40 hours.

32. On September 3, 2024, PLAINTIFF complied with *Labor Code* §2699.3(a) in that PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and DEFENDANTS of the specific provisions of the labor Code alleged to have been violated, including the facts and theories to support the alleged violation. As of the date of filing this complaint, (more than 60 calendar days after PLAINTIFF’s LWDA letters were mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended to investigate the alleged violations.

33. On September 3, 2024, 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 CHI-CHI and DOE 1 through 10)

34. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this

Complaint by reference as though fully set forth herein.

35. PLAINTIFF was employed by CHI-CHI.

36. PLAINTIFF was wrongfully terminated and retaliated against CHI-CHI in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a result of having a disability, and complaining about wage and reimbursement issues.

37. CHI-CHI took adverse employment actions against PLAINTIFF because PLAINTIFF had sustained injuries while on the job, made complaints about the work-related injuries, and wage and hour issues and sought accommodation due to the injuries and medical condition. *California Government Code* §12940 provides that it is against the law to discriminate against an employee due to disability and medical condition, and to retaliate against an employee for requesting an accommodation for disability and medical condition 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.

38. CHI-CHI’s violations of public policy and FEHA described above were substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by CHI-CHI.

39. As a substantial result of CHI-CHI’s 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.

40. PLAINTIFF believes that CHI-CHI’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.

41. In addition, PLAINTIFF is entitled to interest, attorney’s fees and costs, among other damages against CHI-CHI.

SECOND CAUSE OF ACTION

DISCRIMINATION IN VIOLATION

OF CALIFORNIA GOVERNMENT CODE §12940, ET SEQ

1 **(PLAINTIFF against CHI-CHI and DOE 1 through 10)**

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

4 43. PLAINTIFF was an employee of CHI-CHI.

5 44. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was
6 injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability
7 under FEHA. DEFENDANTS herein were aware of PLAINTIFF's disability and medical
8 condition. However, DEFENDANTS otherwise expected PLAINTIFF to work through the pain
9 without treatment or accommodation.

10 45. PLAINTIFF'S disability was a substantial motivating reason for DEFENDANTS'
11 conduct that caused the discrimination against PLAINTIFF.

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

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

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

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO ACCOMMODATE – DISABILITY DISCRIMINATION**

22 **IN VIOLATION OF GOVERNMENT CODE §12940(m)**

23 **(PLAINTIFF against CHI-CHI and DOE 1 through 10)**

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

26 50. PLAINTIFF was employed as an employee by CHI-CHI.

1 51. During PLAINTIFF’S employment with DEFENDANTS, PLAINTIFF was
2 injured, and PLAINTIFF’s injury rendered PLAINTIFF disabled within the meaning for disability
3 under FEHA.

4 52. DEFENDANTS herein were aware of PLAINTIFF’S disability that limited
5 PLAINTIFF’S work activities.

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

9 54. However, DEFENDANTS failed to provide such reasonable accommodation for
10 PLAINTIFF’S disability. DEFENDANTS otherwise expected PLAINTIFF to work through the
11 pain without treatment or accommodation.

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

14 56. In addition, PLAINTIFF is entitled to interest, penalties, attorney’s fees and costs,
15 among other damages against DEFENDANTS.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS**

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

19 **(PLAINTIFF against CHI-CHI and DOE 1 through 10)**

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

22 58. PLAINTIFF was an employee of CHI-CHI.

23 59. PLAINTIFF had a disability that was known to DEFENDANTS, and
24 PLAINTIFF’S injury rendered PLAINTIFF disabled within the meaning for disability under
25 FEHA.

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

1 70. 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 71. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
7 Complaint by reference as though fully set forth herein.

8 72. *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 73. PLAINTIFF performed work for DEFENDANTS.

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

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

18 76. PLAINTIFF often worked more than eight hours in a day and/or forty hours in a
19 week, for which he should have been paid overtime wages. However, he was not compensated for
20 this time at all – not even minimum wage.

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

25 **SEVENTH CAUSE OF ACTION**

26 **NONPAYMENT OF WAGES**

27 **(PLAINTIFF against all DEFENDANTS)**

28 78. PLAINTIFF hereby realleges and incorporated all of the previous paragraphs of

1 this Complaint by reference as though fully set forth herein.

2 79. PLAINTIFF performed work for DEFENDANTS.

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

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

9 **EIGHTH CAUSE OF ACTION**

10 **NONPAYMENT OF OVERTIME COMPENSATION**

11 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

25 85. DEFENDANTS knew or should have known that PLAINTIFF had worked
26 overtime hours.

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

NINTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL BREAKS

(PLAINTIFF against all DEFENDANTS)

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

88. *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.

89. *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."

90. *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.

91. 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."

92. 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."

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

5 94. Since PLAINTIFF had to wait for another employees to cover his shift, his meal
6 breaks were taken after the fifth hour in a workday.

7 95. At times PLAINTIFF would have to completely forego his meal breaks or would
8 take his lunch breaks later. At other times, it was interrupted or cut short.

9 96. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal
10 breaks.

11 97. PLAINTIFF was at times not given meal breaks and at other times meal breaks
12 which were not compliant with labor laws.

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

18 **TENTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 **(PLAINTIFF against all DEFENDANTS)**

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

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

26 101. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to rest
27 breaks. PLAINTIFF's shifts that were over four (4) hours therefore were entitled to a rest period
28

1 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4)
2 hours of work.

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

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

10 **ELEVENTH CAUSE OF ACTION**

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

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

13 **(PLAINTIFF against all DEFENDANTS)**

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

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

21 106. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
22 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
23 withholdings, meal and rest premiums, among other things.

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

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

1 **TWELFTH CAUSE OF ACTION**

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

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

4 **(PLAINTIFF against all DEFENDANTS)**

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

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

13 111. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
14 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
15 withholdings, meal and rest premiums, among other things.

16 112. 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 and 226.3.

19 **THIRTEENTH CAUSE OF ACTION**

20 **UNLAWFUL WITHHOLDING OF WAGES**

21 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

1 116. Upon termination by DEFENDANTS, PLAINTIFF was entitled by law to receive
2 all of PLAINTIFF's wages and paycheck(s) immediately. DEFENDANTS also unlawfully
3 withheld the balance of earned missed meal and rest break wages, and expense reimbursements.
4 Moreover, these wages were demanded thereafter.

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

9 **FOURTEENTH CAUSE OF ACTION**

10 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

11 **LABOR CODE § 2698**

12 **(PLAINTIFF against all DEFENDANTS)**

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

15 119. PLAINTIFF and the other non-exempt employees are "aggrieved employees" as
16 defined by *Labor Code* §2699(c) in that they are all current or former employees of
17 DEFENDANTS, and one or more of the causes of action in this complaint was committed against
18 PLAINTIFF and the aggrieved employees.

19 120. PLAINTIFF is a proper representative to bring a civil action on behalf of
20 PLAINTIFF and other current and former employees of DEFENDANTS pursuant to the
21 procedures specified in *Labor Code* §2699.3.

22 121. As such, PLAINTIFF and the aggrieved employees are entitled to civil penalties
23 pursuant to *Labor Code* §§226, 246, 558 and 2699(a), (f) and (g), cost, expenses, and attorneys'
24 fees for violation of *Labor Code* Sections listed in this complaint.

25 **FIFTEENTH CAUSE OF ACTION**

26 **WAITING TIME PENALTIES**

27 **(PLAINTIFF against all DEFENDANTS)**

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

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

8 124. PLAINTIFF’s employment with DEFENDANTS ended.

9 125. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF’s
10 termination until the date of filing this Complaint.

11 126. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

17 **SIXTEENTH CAUSE OF ACTION**

18 **NEGLIGENCE**

19 **(PLAINTIFF against all DEFENDANTS)**

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

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

27 130. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.
28

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

3 132. 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 **SEVENTEENTH CAUSE OF ACTION**

6 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

7 **(PLAINTIFF against all DEFENDANTS)**

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

10 134. DEFENDANTS hired PLAINTIFF'S supervisor Raul.

11 135. PLAINTIFF'S supervisor became unfit and incompetent to perform the work for
12 which PLAINTIFF'S supervisor was hired.

13 136. DEFENDANTS knew or should have known of PLAINTIFF'S supervisor
14 becoming unfit and incompetent to perform the work, and PLAINTIFF'S supervisor created a
15 particular risk to others.

16 137. PLAINTIFF'S supervisor's unfitness and incompetence harmed PLAINTIFF.

17 138. DEFENDANTS' negligence in hiring, supervising and retaining of PLAINTIFF'S
18 supervisors was a substantial factor in causing PLAINTIFF'S harm. The exact amount of damage
19 to PLAINTIFF shall be proved at trial.

20 **EIGHTEENTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE EMPLOYMENT RECORDS**

22 **(PLAINTIFF against all DEFENDANTS)**

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

25 140. *Labor Code* §226(b) states that "(b) An employer that is required by this code or
26 any regulation adopted pursuant to this code to keep the information required by subdivision (a)
27 shall afford current and former employees the right to inspect or receive a copy of records
28 pertaining to their employment, upon reasonable request to the employer. The employer may take

1 reasonable steps to ensure the identity of a current or former employee. If the employer provides
2 copies of the records, the actual cost of reproduction may be charged to the current or former
3 employee.”

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

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

20 143. On September 3, 2024, PLAINTIFF requested DEFENDANTS to produce
21 PLAINTIFF’S personnel file, all W2 information, all wage related documents, and all signed
22 documents.

23 144. DEFENDANTS failed and expressly refused to provide PLAINTIFF with her
24 complete employment record.

25 145. As a result of DEFENDANTS’ aforementioned unlawful act, PLAINTIFF suffered
26 damage.

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

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

3
4 **NINETEENTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

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

7 **(PLAINTIFF against all DEFENDANTS)**

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

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

- 14 a. Wrongfully terminating and retaliating against employees because of their
15 disability;
- 16 b. Retaliating against employees because of their disability;
- 17 c. Discriminating against employees based on their disability;
- 18 d. Failing to accommodate;
- 19 e. Failing to properly supervise and train its employees;
- 20 f. Failing to pay minimum, regular, overtime wages earned and owed to
21 employees;
- 22 g. Failing to provide proper meal breaks and rest periods, or to pay premium
23 wages for missed meal and rest periods to PLAINTIFF; and,
- 24 h. The foregoing wrongful activities have caused harm, fear, pressure, and
25 humiliation to the employee(s) at DEFENDANTS.

26 150. PLAINTIFF is entitled to enforce all applicable penalty provisions of the California
27 Business and Professions Code §17202.

28 151. Pursuant to the provisions of §17203 of the California Business and Professions

Code, PLAINTIFF is entitled to restoration of lost wages, meal breaks and rest periods premium wages, business expense reimbursement, interests, and profits DEFENDANTS have collected by the use of the unfair, deceptive, and misleading business practices described in this Complaint.

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

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

PRAYER FOR RELIEF

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

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

2. Liquidated damages (if applicable);

3. Special damages;

4. Emotional distress damages;

5. Civil and statutory penalties (including under PAGA where applicable);

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

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

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

9. Punitive and exemplary damages;

- 1 10. Pre-judgment interest;
2 11. Costs of lawsuit herein incurred;
3 12. Attorneys' fees; and
4 13. For an award of such other and further equitable and legal relief as this Court may
5 deem appropriate.

6
7 Dated: September 10, 2025

BITTON & ASSOCIATES

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11 _____
12 Ophir J. Bitton, Esq.
13 Attorneys for Plaintiff,
14 Vidal Sanchez
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Dated: September 10, 2025



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
Vidal Sanchez