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Electronically FILED by
Superior Court of California,
County of Los Angeles
7/10/2024 5:53 PM
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Executive Officer/Clerk of Court,
By C. Cervantes, Deputy Clerk

Attorneys for Plaintiff,
Elvira Catalan

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

ELVIRA CATALAN, an individual,

Plaintiff,

v.

SILVER STAR REAL ESTATE, LLC, an
Alaska Corporation; PURPLE PEAK
INVESTMENTS, LLC, a Delaware
Corporation; HARSHAD DHAROD, an
individual; and DOES 1 THROUGH 20,
inclusive,

Defendants.

Case No.: 24STCV17159
Unlimited Jurisdiction

COMPLAINT

- 1. 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. ELDER ABUSE AND DEPENDENT ADULT CIVIL PROTECTION ACT;**
- 7. NONPAYMENT OF MINIMUM WAGES;**
- 8. NONPAYMENT OF REGULAR WAGES;**
- 9. NONPAYMENT OF OVERTIME COMPENSATION**
- 10. FAILURE TO PROVIDE MEAL BREAKS;**
- 11. FAILURE TO PROVIDE REST PERIODS;**
- 12. FAILURE TO REIMBURSE EXPENSES;**
- 13. NEGLIGENCE;**
- 14. WRONGFUL EVICTION; AND**

15. UNFAIR BUSINESS PRACTICES.

DEMAND FOR JURY TRIAL

Plaintiff ELVIRA CATALAN (“PLAINTIFF”) hereby files this Complaint against Defendants SILVER STAR REAL ESTATE, LLC (“SSRE”), an Alaska Corporation, PURPLE PEAK INVESTMENTS, LLC (“PPI”), a Delaware Corporation, HARSHAD DHAROD, an individual (“DHAROD”) and DOES 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS”). PLAINTIFF alleges as follows:

PARTIES

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

2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant SSRE is, and at all times material hereto was, an Alaska corporation organized, existing and registered under the laws of the State of California and conducting business in the County of Los Angeles.

3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant PPI is, and at all times material hereto was, a Delaware corporation organized, existing and registered under the laws of the State of California and conducting business in the County of Los Angeles.

4. PLAINTIFF is informed and believes, and on this basis alleges that Defendant DHAROD is an individual conducting business in California and working in the County of Los Angeles.

5. 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 6. 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 7. 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 8. 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 9. Since approximately April 22, 2019, PLAINTIFF started working for SSRE and
19 PPI as an On-Site Property Manager at its residential property located at 19236-19248 Parthenia,
20 Northridge, California ("Parthenia Twin Apartments"). At this time she entered into an
21 employment agreement.

22 10. PLAINTIFF is informed and believes and on this basis alleges that the Parthenia
23 Twin Apartments are subject to City of Los Angeles rent control.

24 11. DHAROD is the Supervisor of both SSRE and PPI. PLAINTIFF is informed and
25 believes that DHAROD oversees all wage and hour policies and policies effecting the conditions
26 of her work.

27 12. Through bi-weekly direct deposits, PLAINTIFF was paid at \$188 a week, her most
28 recent rate of pay, and entitled to a \$1197 reduction in rent.

1 13. Even though PLAINTIFF was a non-exempt employee at all time, DEFENDANTS
2 changed the way she was paid, at times paying her a salary and at other times paying her hourly.
3 Under both pay schemes PLAINTIFF was shorted hours, not paid for extra hours, and not properly
4 compensated for regular and overtime wages.

5 14. PLAINTIFF is informed and believes and, on this basis, alleges that SSRE and PPI
6 has or had at all relevant times, more than 50 employees in positions such as PLAINTIFF'S.

7 15. PLAINTIFF was responsible for showing vacancies, answering the phone, keeping
8 vacant units clean, holding open houses, collecting rent, maintain walkways, decks, stairs,
9 driveways, and lawns free of trash, post vacancy ads, and dealing with emergencies from tenants.

10 16. PLAINTIFF's was expressly required to, among other things, (1) to be at the
11 Parthenia Twin Apartments up to 5:00 pm, check on worker in vacant units every hour, for vacant
12 units have open houses 6 days a week, and to start cleaning at 8:00 am.

13 17. From Monday to Friday, PLAINTIFF's work schedule usually started from 8 a.m.
14 to 5 p.m.; however, SSRE began to cut her hours, and eventually was only scheduled to work
15 Monday to Friday, 8 a.m. to 11 a.m. Even though her hours were shortened, she was not given new
16 reduced work requirements. At times there were emergencies and other urgent needs that occurred
17 after hours and/or on the weekends, and PLAINTIFF would have to handle these matters even
18 though they were not on her schedule. Similarly, despite her reduction in hours, tenants approached
19 PLAINTIFF with their needs at other times. PLAINTIFF was required to be on-call.

20 18. Since PLAINTIFF always had to answer the calls from tenants, and handle their
21 needs and emergencies, along with her own managerial tasks, there typically was not enough time
22 for her to take meal and rest breaks.

23 19. PLAINTIFF had to use her personal cellphone to communicate with tenants and
24 supervisors for other work-related issues, for which she was not reimbursed. She was also required
25 to use her personal internet for many of her managerial tasks, for which she was also not
26 reimbursed.

27 20. As a result of her employment and the repetitive nature of her tasks, over time
28 PLAINTIFF became injured. On or around April 1, 2023, PLAINTIFF fell and hurt her knees. She

1 had to be transported to a hospital by an emergency vehicle. DEFENDANTS were aware of the
2 incident. Nonetheless, PLAINTIFF had to keep working without accommodation, or an interactive
3 process.

4 21. On or around July 14, 2023, PLAINTIFF suffered another workplace accident and
5 injured her arm. Again, DEFENDANTS were aware of the injury. Nonetheless, PLAINTIFF kept
6 working without accommodation or an interactive process.

7 22. On or around September 11, 2023, PLAINTIFF underwent eye surgery, and had
8 two weeks leave of absence. Again, DEFENDANTS were aware. Upon her return, PLAINTIFF
9 kept working without accommodation and without an interactive process.

10 23. What's even worse, DEFENDANTS retaliated against her and moved her to a
11 smaller apartment while she was hospitalized for her eye surgery, without notice or consent and
12 while on leave.

13 24. PLAINTIFF made multiple complaints and requested accommodation for all her
14 injuries. Regardless, DEFENDANTS did not refer her to workers compensation, did not interact
15 with her nor accommodate her.

16 25. On or about December 15, 2023, PLAINTIFF received a letter from SSRE that
17 states, "Parthenia Twin Apartments sincerely appreciates your loyal tenancy and would like to
18 propose the following lease renewal options. Our records indicate your current lease... expired on
19 6/1/2021." According to the letter, a new lease would take effect on February 1, 2024. PLAINTIFF
20 was not provided with the purported new lease agreement, just the letter.

21 26. On or around December 21, 2023, PLAINTIFF received another letter from SSRE
22 that "due to budgetary constraints we will no longer be able to offer you any credit/discount on
23 rent." PLAINTIFF would then be required to sign a lease agreement for the unit and pay the full
24 rent amount due.

25 27. On or around January 5, 2024, PLAINTIFF received another letter from SSRE that
26 effective January 11, 2024, her previous employment agreement was terminated and if she wished
27 to remain as on-site manager, PLAINTIFF must sign a lease rental agreement by which she would
28 pay market rent for the unit.

1 28. PLAINTIFF was never given the proposed new lease. However, being concerned
2 she spoke to her supervisor Dalia Bastida and PLAINTIFF told the supervisor that she could not
3 afford the new proposed rental amount. The Supervisor asked if she could at least afford \$200 to
4 which PLAINTIFF said she could and paid the supervisor \$200 for the month of March.

5 29. This was all done to constructively terminate PLAINTIFF and wrongfully evict her
6 due to her injuries and medical needs. In essence, what DEFENDANTS did was cut PLAINTIFF
7 work hours to two hours a day from eight hours daily, while increasing her living expenses so it
8 would be impossible for her to remain employed or as a tenant.

9 30. Under California law DEFENDANTS have to have an onsite manager.

10 31. On or about January 20, 2024, PLAINTIFF filed a workers' compensation case
11 related to work related injuries with DEFENDANTS.

12 32. On or around March 7, 2024, PLAINTIFF was served with a "Three-Day Notice to
13 Quit" to vacate and surrender possession of the Premises. The Notice, among other things,
14 incorrectly states, "Effective January 1, 2024, your license to use the Premises was revoked and
15 you were to return possession. As of March 5, 2024, you have failed to return possession of the
16 Premises."

17 33. On or around May 3, 2024, PLAINTIFF was served with another "Three-Day
18 Notice to Quit" to vacate and surrender possession of the Premises. The Notice again, among other
19 things, incorrectly states, "Effective January 1, 2024, your license to use the Premises was revoked
20 and you were to return possession. As of April 23, 2024, you have failed to return possession of
21 the Premises."

22 34. PLAINTIFF is and was a tenant of DEFENDANTS.

23 35. PLAINTIFF is 65 years old.

24 36. On July 10, 2024, PLAINTIFF filed a complaint with the Civil Rights Department
25 ("CRD") and obtained a Right to Sue Letter on the same day. PLAINTIFF served DEFENDANTS
26 with the CRD complaint and Right to Sue notices on the same day.

1 **FIRST CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF PUBLIC POLICY**

3 **(PLAINTIFF against SSRE, PPI and DOE 1 through 10)**

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

6 38. PLAINTIFF was employed by DEFENDANTS.

7 39. PLAINTIFF was wrongfully retaliated against by DEFENDANTS in violation of
8 public policy and the California Fair Employment and Housing Act (“FEHA”) as a result of having
9 disabilities.

10 40. DEFENDANTS repeatedly took adverse employment actions against PLAINTIFF
11 because PLAINTIFF had sustained injuries while on the job, made complaints about the work-
12 related injuries, and sought an accommodation due to the injuries and a medical condition, and
13 filed a workers’ compensation claim. *California Government Code* §12940 provides that it is
14 against the law to discriminate against an employee due to disability and medical condition, and
15 to retaliate against an employee for requesting an accommodation for disability and medical
16 condition regardless of whether the request was granted. These policies are also enumerated in
17 *Labor Code* §132(a), FEHA, the California and United States Constitutions, among other laws and
18 regulations.

19 41. DEFENDANTS’ violations of public policy and FEHA described above were
20 substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by
21 DEFENDANTS.

22 42. As a substantial result of DEFENDANTS’ intentional acts in violation of public
23 policy and FEHA, PLAINTIFF was harmed. Specifically, PLAINTIFF lost income, and endured
24 emotional and mental damages, and is now being subjected to a wrongful eviction, among other
25 related damages. The exact amount of damage to PLAINTIFF shall be proved at trial.

26 43. PLAINTIFF believes that DEFENDANTS’ conduct described above were done
27 with malice, fraud and oppression and with conscious disregard for PLAINTIFF’s rights and with
28

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

3 44. 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 SSRE, PPI and DOE 1 through 10)**

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

11 46. PLAINTIFF was an employee of DEFENDANTS.

12 47. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was
13 injured, and PLAINTIFF's injuries rendered PLAINTIFF disabled within the meaning for
14 disability under FEHA. DEFENDANTS herein were aware of PLAINTIFF's disability and
15 medical condition. However, DEFENDANTS otherwise expected PLAINTIFF to work through
16 the pain without treatment, accommodation, or referral to workers compensation.

17 48. Similarly, during PLAINTIFF's employment with DEFENDANTS, PLAINTIFF
18 had a medical condition which required eye surgery, and PLAINTIFF's condition rendered
19 PLAINTIFF disabled within the meaning for disability under FEHA. To deal with the surgery she
20 retook a protected leave. However, DEFENDANTS used the leave as cause to retaliate against
21 PLAINTIFF and move her out of her home and into a small apartment unit without any notice or
22 consent.

23 49. PLAINTIFF's disability and medical condition were substantial motivating reasons
24 for DEFENDANTS' conduct in response to his disability and request for accommodation, which
25 ultimately caused the retaliatory conduct and wrongful eviction against PLAINTIFF.

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

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

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

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO ACCOMMODATE – DISABILITY DISCRIMINATION**

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

10 **(PLAINTIFF against SSRE, PPI and DOE 1 through 10)**

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

13 54. PLAINTIFF was employed as an employee by DEFENDANTS.

14 55. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was
15 injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability
16 under FEHA.

17 56. DEFENDANTS herein were aware of PLAINTIFF's disability that limited
18 PLAINTIFF's work activities.

19 57. PLAINTIFF was able to perform the essential duties of the position and/or a vacant
20 alternative position to which PLAINTIFF could have been reassigned, with reasonable
21 accommodation for PLAINTIFF's disability.

22 58. However, DEFENDANTS failed to provide such reasonable accommodation for
23 PLAINTIFF's disability. DEFENDANTS otherwise expected PLAINTIFF to work through the
24 pain without treatment or accommodation.

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

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

FOURTH CAUSE OF ACTION

FAILURE TO ENGAGE IN INTERACTIVE PROCESS

IN VIOLATION OF CALIFORNIA GOVERNMENT CODE §12940(n)

(PLAINTIFF against SSRE, PPI and DOE 1 through 10)

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

62. PLAINTIFF was an employee of DEFENDANTS.

63. PLAINTIFF had disabilities due to injuries and her medical condition, that were known to DEFENDANTS, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability under FEHA.

64. PLAINTIFF requested that DEFENDANTS make reasonable accommodation for PLAINTIFF, and/or DEFENDANTS knew or should have known that such accommodations were needed, so that PLAINTIFF would be able to perform the essential job requirements.

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

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

67. As a substantial result of DEFENDANTS' failure to engage in the interactive process, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at trial.

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

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO TAKE REASONABLE STEPS**
3 **TO PREVENT DISCRIMINATION AND RETALIATION**
4 **IN VIOLATION OF GOVERNMENT CODE §12940 (k)**
5 **(PLAINTIFF against SSRE, PPI and DOE 1 through 10)**

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

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

9 71. PLAINTIFF was subject to disability and medical condition discrimination and
10 retaliation in violation of FEHA and public policy in the course of employment.

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

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

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

20 **SIXTH CAUSE OF ACTION**

21 **ELDER ABUSE AND DEPENDENT ADULT CIVIL PROTECTION ACT**
22 **(PLAINTIFF against SSRE, PPI, and DOE 1 through 10)**

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

25 76. PLAINTIFF was employed as an employee by DEFENDANTS.

26 77. PLAINTIFF claims that DEFENDANTS violated the Elder Abuse and Dependent
27 Adult Civil Protection Act by taking financial advantage of her, by treating her in manner leading
28 to mental suffering, and by violating her residential rights.

1 78. PLAINTIFF was subject to disability and medical condition discrimination and
2 retaliation in violation of FEHA and public policy in the course of employment, and she was also
3 deprived of wages in amounts to be proven at trial.

4 79. PLAINTIFF was 65 years of age at the time of the conduct.

5 80. DEFENDANTS failed to take all reasonable steps to prevent discrimination,
6 retaliation, and proper wage pay. DEFENDANTS ignored PLAINTIFF's complaints about
7 disability and medical condition discrimination and retaliation and as a result by not doing
8 anything, had condoned, ratified, took financial advantage, and participated in the acts causing
9 PLAINTIFF harm.

10 81. As a substantial result of DEFENDANTS' abuse, PLAINTIFF was harmed. The
11 exact amount of damage to PLAINTIFF shall be proved at trial.

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

16 **SEVENTH CAUSE OF ACTION**

17 **NONPAYMENT OF MINIMUM WAGES**

18 **(PLAINTIFF against all DEFENDANTS)**

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

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

25 85. PLAINTIFF performed work for DEFENDANTS.

26 86. PLAINTIFF was at times paid less than the minimum wage by DEFENDANTS for
27 hours worked. Thus, PLAINTIFF was deprived of PLAINTIFF's regular rate of pay and even
28 minimum wage.

1 87. PLAINTIFF was at all times relevant a non-exempt hourly employee of
2 DEFENDANTS.

3 88. 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 **EIGHTH CAUSE OF ACTION**

8 **NONPAYMENT OF WAGES**

9 **(PLAINTIFF against all DEFENDANTS)**

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

12 90. PLAINTIFF performed work for DEFENDANTS.

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

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

18 **NINTH CAUSE OF ACTION**

19 **NONPAYMENT OF OVERTIME COMPENSATION**

20 **(PLAINTIFF against all DEFENDANTS)**

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

23 94. *Labor Code* §510(a) provides that any work in excess of eight hours in one workday
24 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
25 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
26 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
27 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
28

1 addition, any work in excess of eight hours on any seventh day of a workweek shall be
2 compensated at the rate of no less than twice the regular rate of pay of an employee.

3 95. PLAINTIFF performed work for DEFENDANTS that PLAINTIFF worked
4 overtime hours for more than eight (8) hours in a day and/or forty (40) hours in a week and/or
5 seven consecutive days.

6 96. DEFENDANTS knew or should have known that PLAINTIFF had worked
7 overtime hours.

8 97. PLAINTIFF was at all times relevant a non-exempt hourly employee of
9 DEFENDANTS.

10 98. PLAINTIFF was not paid for all the overtime hours worked.

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

14 **TENTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL BREAKS**

16 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

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

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

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

20 108. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
21 breaks.

22 109. PLAINTIFF was at times not given meal breaks and at other times meal breaks
23 which were not compliant with labor laws.

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

1 **ELEVENTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

11 114. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to rest
12 breaks. PLAINTIFF's shifts that were over four (4) hours therefore were entitled to a rest period
13 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4)
14 hours of work.

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

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

22 **TWELFTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE EXPENSES**

24 **(PLAINTIFF against all DEFENDANTS)**

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

27 118. In California, employers must cover employees' expenses. Pursuant to *Labor Code*
28 §2802(a) an employer is required to "indemnify him or her employee for all necessary expenditures

1 and losses incurred by the employee in direct consequence of the discharge of his or her duties, or
2 of his or her obedience to the directions of the employer..." This includes, "all reasonable costs"
3 as defined in *Labor Code* §2802(c). Further, *Labor Code* §2804 states the employee may not waive
4 these rights.

5 119. PLAINTIFF was required to use her personal cell phone and her own internet for
6 the extensive communication tasks necessary to perform job for the benefit of DEFENDANTS.

7 120. DEFENDANTS did not reimburse PLAINTIFF for such expenses.

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

10 **THIRTEENTH CAUSE OF ACTION**

11 **NEGLIGENCE**

12 **(PLAINTIFF against all DEFENDANTS)**

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

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

20 124. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

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

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

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FOURTEENTH CAUSE OF ACTION
WRONGFUL RETALIATORY EVICTION
(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. PLAINTIFF was and is a tenant at the Parthenia Twin Apartments.

129. DEFENDANTS did not give PLAINTIFF proper written notice that the tenancy was ending.

130. The reduction in hours, the increase in rent and the eviction proceedings by DEFENDANT are all part of a retaliatory scheme by DEFENDANT to force out employees and tenants who become injured and seek disability related accommodations and who complain about wage policies and practices. This type of retaliatory disability based eviction is forbidden by FEHA and public policy.

131. Moreover, *the County of Los Angeles COVID-19 Tenant Protections Resolution* provides that: “A Tenant shall not be evicted where grounds for terminating the tenancy or occupancy is not based on any alleged fault by the Tenant, including, but not limited to, those stated in Code of Civil Procedure section 1161 et seq., and Chapters 8.52 and 8.57 of the County Code.”

132. DEFENDANTS were in direct violation of the above state laws and local ordinance and public policy.

133. PLAINTIFF is being wrongfully evicted.

134. As a result of DEFENDANTS’ aforementioned unlawful act, PLAINTIFF suffered damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages, penalties, attorney’s fees and costs promulgated under state law and local ordinance

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1 **SIXTEENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES**

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

4 **(PLAINTIFF against all DEFENDANTS)**

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

7 136. 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 with disability and
12 medical condition-based reasons;
- 13 b. Discriminating against employees based on disability and medical condition;
- 14 c. Failing to accommodate;
- 15 d. Pursuing eviction proceedings against injured and disabled employees as a
16 method to force them to quit.
- 17 e. Failing to pay minimum wages, regular wages, overtime wages earned and
18 owed to employees
- 19 f. Failing to provide proper meal breaks and rest periods, or to pay premium
20 wages for missed meal and rest periods to PLAINTIFF;
- 21 g. Failing to provide reimbursement for business expenses; and,
- 22 h. The foregoing wrongful activities have caused harm, fear, pressure, and
23 humiliation to the employee(s) at DEFENDANTS.

24 137. PLAINTIFF is entitled to enforce all applicable penalty provisions of the California
25 Business and Professions Code §17202.

26 138. Pursuant to the provisions of §17203 of the California Business and Professions
27 Code, PLAINTIFF is entitled to restoration of lost wages, meal breaks and rest periods premium
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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.

139. 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.

140. 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, including dismissal of the eviction;

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;

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

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6 Dated: July 10, 2024

BITTON & ASSOCIATES

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10 Ophir J. Bitton, Esq.
11 Attorneys for Plaintiff,
12 Elvira Catalan
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Dated: July 10, 2024



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
Elvira Catalan