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Alberto Chavez

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

ALBERTO CHAVEZ, an individual,

Plaintiff,

v.

XVI, INC., a California Corporation;
JASON'S WINE AND SPIRITS, a
California business entity form unknown;
AMARDEEP SIDHU, an individual; AMAR
SINGH SIDHU, an individual; and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No.: 25STCV16715
Unlimited Jurisdiction

COMPLAINT

- 1. RETALIATION – LABOR CODE 98.6; 1197.5**
- 2. WRONGFUL TERMINATION AND RETALITION IN VIOLATION OF PUBLIC POLICY;**
- 3. NONPAYMENT OF MINIMUM WAGES-**
- 4. NONPAYMENT OF REGULAR WAGES;**
- 5. NONPAYMENT OF OVERTIME COMPENSATION;**
- 6. FAILURE TO PROVIDE MEAL BREAKS;**
- 7. FAILURE TO PROVIDE REST PERIODS;**
- 8. WAITING TIME PENALTIES;**
- 9. NEGLIGENCE;**
- 10. NEGLIGENT HIRING, SUPERVISION AND RETENTION; AND**
- 11. UNFAIR BUSINESS PRACTICES.**
- 12. PAGA CLAIM**

DEMAND FOR JURY TRIAL

1 Plaintiff Alberto Chavez ("PLAINTIFF") hereby files this Complaint against Defendants
2 XVI INC., a California Corporation ("XVI"), Jason's Wine & Spirits DTLA, a California business
3 entity form unknown ("JASON'S"), Amardeep Sidhu, an individual ("ASIDHU") Amar Singh
4 Sidhu, an individual ("SINGH") and DOES 1 THROUGH 20, inclusive (Collectively,
5 "EMPLOYERS" or "DEFENDANTS"). PLAINTIFF alleges as follows:

6 **PARTIES**

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

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

13 3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
14 JASON'S is, and at all times material hereto was, a California entity of unknown status organized
15 and existing under the laws of the State of California and authorized to conduct business in the
16 County of Los Angeles.

17 4. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
18 ASIDHU is, and at all times material hereto was, an individual residing in and doing business in
19 the County of Los Angeles, State of California.

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

26 6. PLAINTIFF is informed and believes and thereon alleges that each defendant
27 named in this Complaint now is, and was at all times herein mentioned, the agent, servant,
28 employee, representative, alter ego, members of and/or engaged in a joint venture, partnership and

1 common enterprise of the other defendants herein, and was at all such times acting within the
2 course and scope of said agency and employment and with the consent and permission of each of
3 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
4 other co-defendants, and each of them.

5 **JURISDICTION AND VENUE**

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

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

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

13 9. On or around August of 2023, PLAINTIFF was hired by DEFENDANTS as a
14 liquor store employee (Store clerk). His job duties were to charge clients, clean and load
15 refrigerators/coolers, arrange merchandise, mop, sweep, and stack up the bottles.

16 10. PLAINTIFF'S shift dates and hours worked varied – usually Wednesday -Sunday,
17 sometimes Tuesdays. He worked 11 hour shifts usually on Thursdays, Friday and Saturdays, (3
18 p.m. -12 p.m., early close Wednesday and Sunday).

19 11. PLAINTIFF was paid at \$16.78/hour, which was his most recent rate of pay.
20 Sometimes he was paid by check and other times by cash without any paystubs.

21 12. DEFENDANTS employ more than 20 employees.

22 13. Without a regular or accurate clock in and out system, PLAINTIFF's work hours,
23 including those of other employees similarly situated, were not accurately recorded. PLAINTIFF
24 would use a time sheet that typically did not match his final pay. He was short of hours and
25 especially not paid overtime.

26 14. PLAINTIFF was typically scheduled for work five days a week. His schedule
27 included three 11-hour days and two days, 8-hour days per week.

28 15. PLAINTIFF worked at two different locations for DEFENDANTS. At one location

1 he would not receive meal breaks at all, and some rest breaks. At the other location he would
2 receive one meal break and one rest break only.

3 16. PLAINTIFF would not receive a second meal break when he worked over 10 hours.
4 His meal and rest breaks were often interrupted with work related tasks, such as to charge clients
5 for alcohol/beer bottles, particularly at the Silverlake location.

6 17. On many occasions, PLAINTIFF's pay was late – usually 3-4 days later, and
7 sometimes more. He complained about not getting paid on time and not getting paid properly and
8 soon thereafter, he was fired on March 23, 2024.

9 18. PLAINTIFF is still waiting for the last pay – in fact five days after he was
10 terminated, he called Carlos his manager about his pay and Carlos responded that he would tell
11 the owner and that he, Carlos, would call PLAINTIFF back. No one ever did to date.

12 19. DEFENDANTS claimed he was terminated based on their accusation that
13 PLAINTIFF was stealing; however, this was just an excuse to get rid of an employee complaining
14 about illegal wage practices. DEFENDANTS accused him that he had deleted a charge in the
15 register, a box of beer of ~ \$25.00.

16 20. DEFENDANTS took PLAINTIFF to the back parking and berated him. What is
17 more, the owner assaulted and battered PLAINTIFF without consent by grabbing PLAINTIFF's
18 phone based on his fear that PLAINTIFF was recording him, and, when the owner realized
19 PLAINTIFF was not, he shoved the phone into PLAINTIFF's shirt pockets.

20 21. DEFENDANTS then said they no longer needed PLAINTIFF's services and that
21 DEFENDANTS would pay him in 4-5 days, which DEFENDANTS never did.

22 **FIRST CAUSE OF ACTION**

23 **RETALIATION**

24 **(PLAINTIFF against all DEFENDANTS)**

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

27 23. PLAINTIFF was employed by DEFENDANTS.

28 24. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS

1 in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a
2 result of complaining about EMPLOYERS failure to comply with Labor laws regarding paying
3 employees on time, providing proper rest and meal breaks, and paying for overtime work.

4 25. In essence, PLAINTIFF was informing DEFENDANTS that they were violating
5 the California Labor Code.

6 26. When PLAINTIFF did this, he was treated poorly, falsely accused and then fired.

7 27. Prior to his termination, PLAINTIFF faced retaliation from DEFENDANTS:

8
9 a. Retaliation in Violation of the Equal Pay Act: Labor Code Section 1197.5
10 prohibits employers from retaliating against employees who exercise their
11 rights under California’s Equal Pay Act, including disclosing wages,
12 discussing the wages of others, inquiring about another employee’s wages, or
13 aiding or encouraging any other employee to exercise his or her rights under
14 California’s Equal Pay Act. During the course of his employment, Plaintiff
would aid and encourage each other and other employees to exercise their
rights about not being paid proper wages, overtime, or other pay, as well as
their intolerable working conditions including but not limited to their
cleaning tasks.

15 b. Retaliation For Oral or Written Complaint for unpaid Wages/Overtime: Labor
16 Code Section 98.6 prohibits employers from retaliating, discriminating, or
17 taking adverse actions against an employee for activities such as exercising
18 any right under the Labor Code, filing or participating in a complaint with the
19 California’s Division of Labor Standards Enforcement (DLSE),
20 whistleblowing, providing an employer notice of a claim under the Private
Attorneys General Act (PAGA), participating in lawsuit against the employer,
or making an oral or written complaint for unpaid wages. During the course
of this employment, Plaintiff would make oral complaints about not being
paid proper wages and overtime as well as proper pay.

21 28. As a direct result of PLAINTIFF engaging in legally protected activity – protesting
22 violations of law – DEFENDANTS retaliated against PLAINTIFF, by, amongst other things:

- 23
24 a. Applying wage policy in a discriminatory manner;
25 b. Unfairly scrutinizing PLAINTIFF;
26 c. Harassing PLAINTIFF;
27 d. Allowing PLAINTIFF to be threatened with assault and bodily harm.
28 e. Terminating PLAINTIFF.

29. As a direct and proximate result of DEFENDANTS' actions against him, PLAINTIFF has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish, emotional distress, loss of earnings, other employment and job benefits and special damages. PLAINTIFF is thereby entitled to general, special, and compensatory damages in amounts to be proven at trial, pursuant in part to California Civil Code §3333.

30. PLAINTIFF is informed and believes and based thereon alleges that the outrageous conduct of DEFENDANTS described above was done with malice, fraud and oppression and with conscious disregard for his rights and with the intent, design and purpose of injuring him. In addition, at least one officer, director, or managing agent with discretionary policy making power either authorized or ratified the conduct or had advance knowledge of DEFENDANTS' employees' and supervisor's unfitness and employed them with a conscious disregard of the rights or safety of others. By reason thereof, PLAINTIFF is entitled to punitive damages plus attorneys' fees, expert witness fees and other pecuniary losses from DEFENDANTS in a sum according to proof at trial, pursuant in part to California Civil Code §3333.

SECOND CAUSE OF ACTION

WRONGFUL TERMINATION

AND RETALIATION IN VIOLATION OF PUBLIC POLICY

(PLAINTIFF against XVI, JASON'S, AHSIDHU, SINGH and DOE 1 through 10)

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

32. PLAINTIFF was employed by DEFENDANTS.

33. PLAINTIFF was wrongfully terminated by DEFENDANTS in violation of public policy as a result of complaining about EMPLOYERS' failure to comply with Labor laws regarding paying employees on time, providing proper rest and meal breaks, and paying for overtime work.

34. In essence, PLAINTIFF was informing DEFENDANTS that they were violating the California Labor Code.

35. When PLAINTIFF did this, he was treated poorly, falsely accused and then fired.

1 36. DEFENDANTS took adverse employment actions against PLAINTIFF because
2 PLAINTIFF made complaints about egregious wage and hour abuses.

3 37. DEFENDANTS' violations of public policy and Labor Code described above were
4 substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by
5 DEFENDANTS.

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

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

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

16 **THIRD CAUSE OF ACTION**
17 **NONPAYMENT OF MINIMUM WAGES**
18 **(PLAINTIFF against all DEFENDANTS)**

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

21 42. *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 43. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was paid
26 overtime and given other non-exempt benefits.

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

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

8 **FOURTH CAUSE OF ACTION**
9 **NONPAYMENT OF REGULAR WAGES**
10 **(PLAINTIFF against all DEFENDANTS)**

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

13 47. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was
14 simply not paid overtime and given other non-exempt benefits.

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

17 49. 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 **FIFTH CAUSE OF ACTION**
22 **NONPAYMENT OF OVERTIME COMPENSATION**
23 **(PLAINTIFF against all DEFENDANTS)**

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

26 51. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was
27 simply not paid overtime and given other non-exempt benefits.

28 52. *Labor Code* §510(a) provides that any work in excess of eight hours in one workday

1 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
2 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
3 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
4 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
5 addition, any work in excess of eight hours on any seventh day of a workweek shall be
6 compensated at the rate of no less than twice the regular rate of pay of an employee.

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

11 54. DEFENDANTS knew or should have known that PLAINTIFF had worked
12 overtime hours.

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

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE MEAL BREAKS**

19 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

1 only if the first meal period was not waived.”

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

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

11 61. Section 11(D) of the *IWC Wage Order 7* provides that “If an employer fails to
12 provide an employee a meal period in accordance with the applicable provisions of this order, the
13 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
14 compensation for each workday that the meal period is not provided.”

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

19 63. Since PLAINTIFF was often tasked with doing work for DEFENDANTS even
20 when on meal breaks, he was not given meal periods or proper meal periods. At times PLAINTIFF
21 would have to completely forego his meal breaks. At other times, it was interrupted or cut short.

22 64. PLAINTIFF’s employment with DEFENDANTS entitled PLAINTIFF to meal
23 breaks as a store clerk.

24 65. PLAINTIFF was at times not given meal breaks and at other times meal breaks
25 which were not compliant with labor laws, throughout his employment.

26 66. PLAINTIFF had been harmed and DEFENDANTS are liable to PLAINTIFF for
27 one (1) hour of additional premium pay at the regular rate of compensation for each day in which
28 the proper meal was not provided. The exact amount of missed meal break wages owed to

1 PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such amounts from
2 DEFENDANTS, plus interest, penalties and attorney's fees and costs.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST PERIODS**

5 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

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

24 **EIGHTH CAUSE OF ACTION**

25 **WAITING TIME PENALTIES**

26 **(PLAINTIFF against all DEFENDANTS)**

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

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

75. PLAINTIFF'S employment with DEFENDANTS ended.

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

77. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

NINTH CAUSE OF ACTION

NEGLIGENCE

(PLAINTIFF against all DEFENDANTS)

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

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

81. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

82. DEFENDANTS' breach was and is the actual and proximate cause of PLAINTIFF's harm.

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

3 **TENTH CAUSE OF ACTION**

4 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

5 **(PLAINTIFF against all DEFENDANTS)**

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

8 85. DEFENDANTS hired PLAINTIFF'S supervisors.

9 86. PLAINTIFF'S supervisors became unfit and incompetent to perform the work for
10 which PLAINTIFF'S supervisors were hired.

11 87. DEFENDANTS knew or should have known of PLAINTIFF'S supervisors
12 becoming unfit and incompetent to perform the work, and PLAINTIFF'S supervisors created a
13 particular risk to others.

14 88. PLAINTIFF'S supervisors' unfitness and incompetence harmed PLAINTIFF.

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

18 **ELEVENTH CAUSE OF ACTION**

19 **UNFAIR BUSINESS PRACTICES**

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

21 **(PLAINTIFF against all DEFENDANTS)**

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

24 91. DEFENDANTS, themselves or through their supervisors, in an effort to exploit,
25 harass, and discriminate against their employees for profit or otherwise, have engaged in the
26 following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined
27 in this complaint:

28 a. Wrongfully terminating and retaliating against employees making complaints

about the working environment;

b. Failing to properly supervise and train its employees;

c. Failing to pay minimum, regular, overtime wages earned and owed to employees;

d. Failing to provide proper meal breaks and rest periods, or to pay premium wages for missed meal and rest periods to PLAINTIFF;

92. The foregoing wrongful activities have caused harm, fear, pressure, and humiliation to the employee(s) at DEFENDANTS.

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

94. 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.

95. 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 period during which DEFENDANTS have cheated their employees in terms of their hours reported as having been worked but not paid.

96. 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.

TWELFTH CAUSE OF ACTION

PRIVATE ATTORNEY GENERAL THEORY (PAGA)

(PLAINTIFF AGAINST ALL DEFENDANTS)

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

98. PLAINTIFF brings this suit, under the PAGA, the Private Attorneys General Act codified in Labor Code 2698 et seq., to collect civil penalties and for DEFENDANTS' violations

of the Labor Code as set forth herein.

99. PLAINTIFF's PAGA claim is brought to collect PAGA remedies on behalf of themselves, the State, and other aggrieved employees. PLAINTIFF also seek attorney's fees under Labor Code Section 2699(g), as well as under Section 1021.5, which permits recovery of attorneys' fees if the case "resulted in the enforcement of an important right affecting the public interest" when certain requirements are satisfied.

100. On November 17, 2023, 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.

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. Special damages;

3. Emotional distress damages;

4. Civil and statutory penalties to the extent recoverable;

5. 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;

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

7. Declaration that DEFENDANTS' business practices are unfair within the meaning

described as in unfair business practices cause of action;

8. Punitive and exemplary damages;

9. Pre-judgment interest;

10. Costs of lawsuit herein incurred;

11. Attorneys' fees; and

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

Dated: June 9, 2025

BITTON & ASSOCIATES



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
Alberto Chavez

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Dated: June 9, 2025



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
Alberto Chavez