

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Thomas Long

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

JORGE RODRIGUEZ, an individual,

Plaintiff,

v.

WHOLE FOODS MARKET CALIFORNIA,
INC., a California Corporation; MRS.
GOOCH'S NATURAL FOOD MARKETS,
INC., a California Corporation; KEITH
MANBECK, an individual; and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No.: 22STCV35930
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. FAILURE TO PROVIDE MEAL BREAKS;**
- 7. FAILURE TO PROVIDE REST PERIODS;**
- 8. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 9. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**
- 10. UNLAWFUL WITHHOLDING OF WAGES;**
- 11. WAITING TIME PENALTIES;**
- 12. CALIFORNIA PRIVATE ATTORNEY GENERAL ACT [California Labor**

Complaint

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Code §2698];
13. NEGLIGENCE;
14. NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
15. NEGLIGENT HIRING,
SUPERVISION, AND RETENTION;
AND
16. UNFAIR BUSINESS PRACTICES.

DEMAND FOR JURY TRIAL

Plaintiff JORGE RODRIGUEZ (“PLAINTIFF”) hereby files this Complaint against Defendants WHOLE FOODS MARKET CALIFORNIA, INC. (“WHOLE FOODS”), a California Corporation, MRS. GOOCH’S NATURAL FOOD MARKETS, INC. (“GOOCH”), a California Corporation. KEITH MANBECK (“MANBECK”), an individual, and DOES 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS”). PLAINTIFF is informed and believes, and on the basis of that information and belief, alleges as follows:

PARTIES

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

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

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

4. PLAINTIFF is informed and believes, and on this basis alleges that Defendant MANBECK 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

1 said defendants by such fictitious names; when the true names and capacities of such defendants
2 are ascertained, PLAINTIFF will seek leave of court to amend this Complaint to insert same.
3 PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is
4 responsible for each and every act and obligation hereinafter set forth.

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

12 **JURISDICTION AND VENUE**

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

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

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

20 9. PLAINTIFF worked at WHOLE FOODS as a packer for 15 years until he was
21 terminated on or around September 17, 2021.

22 10. GOOCH also employs PLAINTIFF and controls the wages, hours, and working
23 conditions of PLAINTIFF.

24 11. PLAINTIFF's most recent rate of pay was \$24.75/hour.

25 12. With a work schedule typically from 3 A.M. to 11:30 A.M., PLAINTIFF, and other
26 employees similarly situated, were not provided compliant meal and rest breaks. He almost daily
27 had to take his meal break after six hours into his shift. Likewise, due to his busy job duties,
28 PLAINTIFF usually missed two to three rest breaks every week. The situation would be worse on

1 holiday shifts.

2 13. Because of the nature of his job involving heavy physical duties, PLAINTIFF
3 sustained shoulder injuries over the years. Although he made several complaints to the
4 management at WHOLE FOODS, he never received any positive response.

5 14. PLAINTIFF believes that his shoulder injury was a significant factor that led to his
6 termination.

7 15. On June 9, 2022, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
8 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
9 Agency (“LWDA”) and DEFENDANTS of the specific provisions of the labor Code alleged to
10 have been violated, including the facts and theories to support the alleged violation. As of the date
11 of filing this complaint, (more than 60 calendar days after PLAINTIFF’s LWDA letters were
12 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
13 to investigate the alleged violations.

14 16. On June 9, 2022, PLAINTIFF filed a complaint with the Department of Fair
15 Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day.
16 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
17 Right to Sue notices.

18 **FIRST CAUSE OF ACTION**

19 **WRONGFUL TERMINATION**

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

21 **(PLAINTIFF against WHOLE FOODS, GOOCH and DOE 1 through 10)**

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

24 18. PLAINTIFF was employed by DEFENDANTS.

25 19. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
26 in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a
27 result of having a disability.

1 20. DEFENDANTS took adverse employment actions against PLAINTIFF because
2 PLAINTIFF had sustained injuries while on the job, made complaints about the work-related
3 injuries, and sought an accommodation due to the injuries and disability. *California Government*
4 *Code* §12940 provides that it is against the law to discriminate against an employee due to
5 disability and to retaliate against an employee for requesting an accommodation for disability
6 regardless of whether the request was granted. These policies are also enumerated in *Labor Code*
7 §132(a), FEHA, the California and United States Constitutions, among other laws and regulations.

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

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

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

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

21 **SECOND CAUSE OF ACTION**

22 **DISCRIMINATION IN VIOLATION**

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

24 **(PLAINTIFF against WHOLE FOODS, GOOCH and DOE 1 through 10)**

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

27 26. PLAINTIFF was an employee of DEFENDANTS.
28

1 process, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at
2 trial.

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

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO TAKE REASONABLE STEPS**

7 **TO PREVENT DISCRIMINATION AND RETALIATION**

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

9 **(PLAINTIFF against WHOLE FOODS, GOOCH and DOE 1 through 10)**

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

12 49. PLAINTIFF was employed as an employee by DEFENDANTS.

13 50. PLAINTIFF was subject to disability discrimination and retaliation in violation of
14 public policy in the course of employment.

15 51. DEFENDANTS failed to take all reasonable steps to prevent discrimination, and
16 retaliation. DEFENDANTS ignored PLAINTIFF's complaints about disability discrimination and
17 as a result by not doing anything, had condoned, ratified and participated in the acts causing
18 PLAINTIFF harm.

19 52. As a substantial result of DEFENDANTS' failure to take reasonable steps to
20 prevent discrimination and retaliation, PLAINTIFF was harmed. The exact amount of damage to
21 PLAINTIFF shall be proved at trial.

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

24 **SIXTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL BREAKS**

26 **(PLAINTIFF against all DEFENDANTS)**

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

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

4 56. *Labor Code* §512 further provides that “An employer may not employ an employee
5 for a work period of more than 10 hours per day without providing the employee with a second
6 meal period of not less than 30 minutes, except that if the total hours worked is no more than 12
7 hours, the second meal period may be waived by mutual consent of the employer and the employee
8 only if the first meal period was not waived.”

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

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

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

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

26 61. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
27 non-exempt position.
28

62. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal breaks.

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

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

70. An employer who fails to provide rest periods as required by an applicable Wage Order must pay the employee one (1) additional hour of pay at the employee's regular rate of pay for each workday that a rest period was not provided. The exact amount of missed rest break wages

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

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

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

(PLAINTIFF against all DEFENDANTS)

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

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

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

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

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

NINTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

IN VIOLATION OF LABOR CODE § 226.3

(PLAINTIFF against all DEFENDANTS)

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

1 amount of penalties will be proved at trial, and PLAINTIFF is entitled to such penalties plus
2 interest as required by law in addition to restitution of all wages earned but not paid.

3 **ELEVENTH CAUSE OF ACTION**

4 **WAITING TIME PENALTIES**

5 **(PLAINTIFF against all DEFENDANTS)**

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

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

13 87. PLAINTIFF’s employment with DEFENDANTS ended.

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

16 89. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

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

22 **TWELFTH CAUSE OF ACTION**

23 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

24 **LABOR CODE § 2698**

25 **(PLAINTIFF against all DEFENDANTS)**

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

1 92. PLAINTIFF and the other non-exempt employees are “aggrieved employees” as
2 defined by *Labor Code* §2699(c) in that they are all current or former employees of
3 DEFENDANTS, and one or more of the causes of action in this complaint was committed against
4 PLAINTIFF and the aggrieved employees.

5 93. PLAINTIFF is a proper representative to bring a civil action on behalf of
6 PLAINTIFF and other current and former employees of DEFENDANTS pursuant to the
7 procedures specified in *Labor Code* §2699.3.

8 94. As such, PLAINTIFF and the aggrieved employees are entitled to civil penalties
9 pursuant to *Labor Code* §558 and §2699(a), (f) and (g), cost, expenses, and attorneys’ fees for
10 violation of *Labor Code* Sections listed in this complaint.

11 **THIRTEENTH CAUSE OF ACTION**

12 **NEGLIGENCE**

13 **(PLAINTIFF against all DEFENDANTS)**

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

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

21 97. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

22 98. DEFENDANTS’ breach was and is the actual and proximate cause of
23 PLAINTIFF’s harm.

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

26 **FOURTEENTH CAUSE OF ACTION**

27 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

28 **(PLAINTIFF against all DEFENDANTS)**

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

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

8 102. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

9 103. DEFENDANTS' breach was and is the actual and proximate cause of
10 PLAINTIFF's harm.

11 104. As a result of this negligence, PLAINTIFF suffered and continues to suffer serious
12 emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief, anxiety,
13 worry, shock, humiliation, shame, embarrassment, and depression. This was a foreseeable result
14 of DEFENDANTS' negligence.

15 **FIFTEENTH CAUSE OF ACTION**

16 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

17 **(PLAINTIFF against all DEFENDANTS)**

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

20 106. DEFENDANTS hired PLAINTIFF's supervisors.

21 107. PLAINTIFF's supervisors became unfit and incompetent to perform the work for
22 which PLAINTIFF's supervisors were hired.

23 108. DEFENDANTS knew or should have known of PLAINTIFF's supervisors became
24 unfit and incompetent to perform the work, and PLAINTIFF's supervisors created a particular risk
25 to others.

26 109. PLAINTIFF's supervisors' unfitness and incompetence harmed PLAINTIFF.
27
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1 110. DEFENDANTS' negligence in hiring, supervising and retaining of PLAINTIFF's
2 supervisors was a substantial factor in causing PLAINTIFF's harm. The exact amount of damage
3 to PLAINTIFF shall be proved at trial.

4 **SIXTEENTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

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

7 **(PLAINTIFF against all DEFENDANTS)**

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

10 112. 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 with disability-
15 based reasons;
- 16 b. Discriminating against employees based on disability;
- 17 c. Failing to accommodate;
- 18 d. Failing to properly supervise and train its employees;
- 19 e. Failing to provide proper meal breaks and rest periods, or to pay premium
20 wages for missed meal and rest periods to PLAINTIFF; and,
- 21 f. The foregoing wrongful activities have caused harm, fear, pressure, and
22 humiliation to the employee(s) at DEFENDANTS.

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

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

115. 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.

116. 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;

10. Pre-judgment interest;

11. Costs of lawsuit herein incurred;

12. Attorneys' fees; and

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

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6 Dated: November 14, 2022

BITTON & ASSOCIATES

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10 Ophir J. Bitton, Esq.
11 Lei Wei, Esq.
12 Attorneys for Plaintiff,
13 Jorge Rodriguez
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