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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/23/2025 12:42 PM
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

ALLAN V. ROS, an individual,

Plaintiff,

v.

ULTRA TOKYO CONNECTION, LLC, a
California limited liability company; and
DOES 1 THROUGH 20, inclusive,

Defendants.

Case No.: 25PSCV02285
Unlimited Jurisdiction

COMPLAINT FOR DAMAGES:

- 1. NONPAYMENT OF MINIMUM WAGES;**
- 2. NONPAYMENT OF REGULAR WAGES;**
- 3. NONPAYMENT OF OVERTIME
COMPENSATION;**
- 4. FAILURE TO PROVIDE MEAL
BREAKS;**
- 5. FAILURE TO PROVIDE REST
PERIODS;**
- 6. WAITING TIME PENALTIES;**
- 7. FAILURE TO REIMBURSE WORK
RELATED EXPENSES - LABOR CODE §
2802**
- 8. UNFAIR BUSINESS PRACTICES.**
- 9. PAGA CLAIM**

DEMAND FOR JURY TRIAL

Plaintiff ALLAN V. ROS (“PLAINTIFF”) hereby files this Complaint against Defendants
ULTRA TOKYO CONNECTION, LLC, a California limited liability company, and DOES 1
THROUGH 20, inclusive (Collectively, “EMPLOYERS” or “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 ULTRA TOKYO CONNECTION, LLC (“UTC”), is, and at all times material hereto was, a California Limited Liability Company, organized and existing under the laws of the State of California and authorized to conduct business in the County of Los Angeles.

3. 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. PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is responsible for each and every act and obligation hereinafter set forth.

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

JURISDICTION AND VENUE

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

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

FACTS COMMON TO ALL CAUSES OF ACTION

7. On or about the first or second week of May 2023, PLAINTIFF started working for UTC as a Sales Account Representative.

8. PLAINTIFF was paid weekly at a rate of \$25 per hour. His shift hours varied: when he was working at the office at DEFENDANT's Irwindale facility, he worked from 9 am to 6 pm Monday through Friday.

9. When PLAINTIFF worked during trade shows and conventions shows however, he worked very long shifts given that DEFENDANT was short-staffed.

10. In fact, PLAINTIFF's first convention was July 1st to July 4th, 2023, in Los Angeles.

11. On that July 1st, 2023 -the first day of the convention – for example, PLAINTIFF worked from 11 a.m. to 8:30 p.m. His job was to help customers with purchases.

12. The second event was September 17, 2023, in Los Angeles, where PLAINTIFF worked from 9 a.m. to 6 p.m., and his duties were working at the main entrance to count attendees.

13. The third convention was December 17, 2023, in Anaheim, where he worked from 9 a.m. to 9 p.m. There his duties were to help customers with their purchase and assist with their inquiries.

14. It was common practice for DEFENDANT not to pay PLAINTIFF and other employees proper overtime wages.

15. Without a regular or accurate clock in and out system, PLAINTIFF's work hours, including those of other employees similarly situated, were not accurately recorded.

16. It was also common practice for DEFENDANT not to provide PLAINTIFF and other employees with compliant meal and rest breaks, and not to properly reimburse PLAINTIFF and other employees when they use their own money or their own personal items to do their jobs at UTC.

17. What is more, PLAINTIFF and employees similarly situated regularly used their cell phone for work, would travel for work, but not be reimbursed for parking or mileage. In fact, PLAINTIFF spent \$200 a week on the average for gas.

1 18. On or around March 1, 2024, PLAINTIFF was informed by UTC that he was no
2 longer employed by them without any explanation or justification.

3
4 **FIRST CAUSE OF ACTION**
5 **NONPAYMENT OF MINIMUM WAGES**
6 **(PLAINTIFF against all DEFENDANTS)**

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

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

13 21. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was paid
14 overtime and given other non-exempt benefits.

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

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

22 **SECOND CAUSE OF ACTION**
23 **NONPAYMENT OF REGULAR WAGES**
24 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

5 **THIRD CAUSE OF ACTION**
6 **NONPAYMENT OF OVERTIME COMPENSATION**
7 **(PLAINTIFF against all DEFENDANTS)**

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

10 29. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was
11 simply not paid overtime and given other non-exempt benefits.

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

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

23 32. DEFENDANTS knew or should have known that PLAINTIFF had worked
24 overtime hours.

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

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL BREAKS
(PLAINTIFF against all DEFENDANTS)

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

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

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

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

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

39. Section 11(D) of the *IWC Wage Order 4* provides that “If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

40. Furthermore, an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of,

creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

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

42. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal breaks as a sales representatives.

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

44. 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.

FIFTH CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS
(PLAINTIFF against all DEFENDANTS)

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

46. 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. 4)

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

48. 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.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(PLAINTIFF against all DEFENDANTS)

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

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

59. PLAINTIFF and employees similarly situated regularly used their cell phone for work, would travel for work, but not reimbursed for parking or mileage. In fact, PLAINTIFF spent \$200 a week on the average for gas all done in furtherance of PLAINTIFF's employment tasks for the benefit of DEFENDANTS.

60. DEFENDANTS did not reimburse PLAINTIFF for these expenses.

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

EIGHTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
IN VIOLATION OF CAL. BUS. & PROF. CODE § § 17200 ET. SEQ.
(PLAINTIFF against all DEFENDANTS)

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

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

- 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;

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

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

66. 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.

67. 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.

68. 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.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEY GENERAL THEORY (PAGA)
(PLAINTIFF AGAINST ALL DEFENDANTS)

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

70. Plaintiff bring 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.

71. 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.

72. In February 27, 2025, 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 23, 2025

BITTON & ASSOCIATES



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
Allan Ros

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Dated: June 23, 2025



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