

Ophir J. Bitton (SBN: 204310)
BITTON & ASSOCIATES
7220 Melrose Avenue, 2nd Floor
Los Angeles, CA 90046
Tel. No.: (310) 356-1006
Fax No.: (818) 524-1224
Email: ophir@bittonlaw.com

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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

GEORGE E. AKWO, ESQ. (SBN 164670)
GA LAW GROUP
8535 REMMET AVENUE
CANOGA PARK, CA 91304
Tel: 800-606-1508
Fax: 888-505-1619
Email: george@galawgroup.org

Attorneys for Plaintiff,
Luciano Duran Rodriguez

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

LUCIANO DURAN RODRIGUEZ, an
individual,

Plaintiff,

v.

CHAN ROH CORPORATION, a California
corporation; CHAN ROH CORPORATION
DBA THE CLEANER'S MART; and DOES
1 THROUGH 20, inclusive,

Defendants.

Case No.: 25STCV17864
Unlimited Jurisdiction

COMPLAINT FOR DAMAGES:

- 1. RETALIAITON – 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 Luciano Duran Rodriguez (“PLAINTIFF”) hereby files this Complaint against
2 Defendants CHAN ROH CORPORATION, a California corporation; CHAN ROH
3 CORPORATION DBA THE CLEANER’S MART and DOES 1 THROUGH 20, inclusive
4 (Collectively, “EMPLOYERS” or “DEFENDANTS”). PLAINTIFF alleges as follows:

5 **PARTIES**

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

8 2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
9 CHAN ROH CORPORATION, a California corporation (“CRC”) is, and at all times material
10 hereto was, a California Corporation organized and existing under the laws of the State of
11 California and authorized to conduct business in the County of Los Angeles.

12 3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
13 CHAN ROH CORPORATION DBA THE CLEANER’S MART, is, and at all times material
14 hereto was, a California entity of unknown status organized and existing under the laws of the
15 State of California and authorized to conduct business in the County of Los Angeles.

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

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

1 **JURISDICTION AND VENUE**

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

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

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

9 8. PLAINTIFF started working for CRC in May of 2020 until he was wrongfully
10 terminated in May of 2024.

11 9. PLAINTIFF's job duties entailed installing drycleaning machinery, reconstructing
12 machines and resells.

13 10. PLAINTIFF's hours were Monday to Friday from 8 am to 4:30 pm. In addition to
14 the wage hour violations outlined below, CRC kept PLAINTIFF and other employees working
15 unsafe working conditions with non-compliant equipment.

16 11. As to the wage hour violations, it was common practice for CRC not to pay
17 PLAINTIFF and other employees proper overtime wages.

18 12. Depending on location, delivery time, and project, PLAINTIFF and other similarly
19 situated employees would work overtime to around 5 or 6 pm, take the CRC van home when done
20 and not get paid overtime.

21 13. What is more, when in the field while the owner is present, CRC employees' meal
22 breaks are non-existent as they are rushed back to work without meal breaks. CRC's owner would
23 get upset when employees like PLAINTIFF took breaks.

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

26 15. As part of PLAINTIFF's job duties, he would carry heavy machines, he would
27 clean machines and remove scrub metals for a guaranteed bonus which CRC refused to pay him
28 and some other employees like him.

1 16. PLAINTIFF was paid weekly at the rate of \$700 when paid in in full and \$630.57
2 with mysterious “deductions” which usually were not included in his paystubs.

3 17. In May of 2024, PLAINTIFF was informed by CRC that he was no longer
4 employed by them simply because PLAINTIFF complained, on his own behalf and on behalf of
5 similarly situated employees, about CRC’s refusal to pay the earned and promised bonuses for
6 removing scrap metal.

7 18. Another reason for PLAINTIFF’s termination was also because he complained that
8 the work conditions and equipment were faulty and non-compliant with safety standards.

9 19. In April of 2025, PLAINTIFF submitted his PAGA claim by certified mail to the
10 California Labor & Workforce Development Agency, consistent with *Labor Code* § 2698 et seq.

11 **FIRST CAUSE OF ACTION**

12 **RETALIATION – LABOR CODE 98.6; 1197.5**

13 **(PLAINTIFF against all DEFENDANTS)**

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

16 21. PLAINTIFF was employed by DEFENDANTS.

17 22. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
18 in violation of public policy as a result of complaining about EMPLOYERS failure to comply with
19 Labor laws regarding paying employees on time, providing proper rest and meal breaks, and
20 paying for work done and due.

21 23. In essence, PLAINTIFF was informing DEFENDANTS that they were violating
22 the California Labor Code and laws regarding safe working conditions and workplaces

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

24 25. Prior to his termination, PLAINTIFF faced retaliation from DEFENDANTS:

- 25
- 26 a. Retaliation in Violation of the Equal Pay Act: *Labor Code* Section 1197.5
- 27 prohibits employers from retaliating against employees who exercise their
- 28 rights under California’s Equal Pay Act, including disclosing wages,
- discussing the wages of others, inquiring about another employee’s wages, or
- aiding or encouraging any other employee to exercise his or her rights under

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.

- b. Retaliation For Oral or Written Complaint for unpaid Wages/Overtime: *Labor Code* Section 98.6 prohibits employers from retaliating, discriminating, or taking adverse actions against an employee for activities such as exercising any right under the Labor Code, filing or participating in a complaint with the California's Division of Labor Standards Enforcement (DLSE), 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.

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

- a. Applying wage policy in a discriminatory manner;
- b. Unfairly scrutinizing Plaintiff
- c. Harassing Plaintiff.
- d. Allowing Plaintiff to be threatened with assault and bodily harm.
- e. Terminating Plaintiff.

27. 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.

28. 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 her rights and with the intent, design and purpose of injuring her. 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

1 or safety of others.

2 29. By reason thereof, PLAINTIFF is entitled to punitive damages plus attorneys' fees,
3 expert witness fees and other pecuniary losses from DEFENDANTS in a sum according to proof
4 at trial, pursuant in part to *California Civil Code* §3333.

5 **SECOND CAUSE OF ACTION**

6 **WRONGFUL TERMINATION**

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

8 **(PLAINTIFF against all DEFENDANTS)**

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

11 31. PLAINTIFF was employed by DEFENDANTS.

12 32. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
13 in violation of public policy as a result of complaining about EMPLOYERS failure to comply with
14 Labor laws regarding paying employees on time, providing proper rest and meal breaks, and
15 paying for work done and due.

16 33. In essence, PLAINTIFF was informing DEFENDANTS that they were violating
17 the California Labor Code and laws regarding safe working conditions and workplaces

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

19 35. DEFENDANTS took adverse employment actions against PLAINTIFF because
20 PLAINTIFF made complaints about egregious wage and hour abuses.

21 36. DEFENDANTS' violations of public policy and Labor Code described above were
22 substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by
23 DEFENDANTS.

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

28 38. PLAINTIFF believes that DEFENDANTS' conducts described above were done

1 with malice, fraud and oppression and with conscious disregard for PLAINTIFF'S rights and with
2 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
3 punitive and exemplary damages.

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

6 **THIRD CAUSE OF ACTION**

7 **NONPAYMENT OF MINIMUM WAGES**

8 **(PLAINTIFF against all DEFENDANTS)**

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

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

15 42. At all times relevant, PLAINTIFF was employed by DEFENDANTS and was paid
16 overtime and given other non-exempt benefits.

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

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

24 **FOURTH CAUSE OF ACTION**

25 **NONPAYMENT OF REGULAR WAGES**

26 **(PLAINTIFF against all DEFENDANTS)**

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

1 54. 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 **SIXTH CAUSE OF ACTION**
6 **FAILURE TO PROVIDE MEAL BREAKS**
7 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

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

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

27 60. Section 11(D) of the *IWC Wage Order 6* provides that "If an employer fails to
28 provide an employee a meal period in accordance with the applicable provisions of this order, the

1 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
2 compensation for each workday that the meal period is not provided."

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

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

10 63. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal
11 breaks as a store clerk.

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

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

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST PERIODS**

21 **(PLAINTIFF against all DEFENDANTS)**

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

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

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

69. 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.

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

71. 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

WAITING TIME PENALTIES

(PLAINTIFF against all DEFENDANTS)

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

73. *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."

74. PLAINTIFF'S employment with DEFENDANTS ended.

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

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

77. 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

1 pursuant to Labor Code sections 203, plus interest and attorney's fees in the amount to be proven
2 at trial.

3 **NINTH CAUSE OF ACTION**

4 **NEGLIGENCE**

5 **(PLAINTIFF against all DEFENDANTS)**

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

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

13 80. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

14 81. DEFENDANTS' breach was and is the actual and proximate cause of
15 PLAINTIFF's harm.

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

18 **TENTH CAUSE OF ACTION**

19 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

20 **(PLAINTIFF against all DEFENDANTS)**

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

23 84. DEFENDANTS hired PLAINTIFF'S supervisors.

24 85. PLAINTIFF'S supervisors became unfit and incompetent to perform the work for
25 which PLAINTIFF'S supervisors were hired.

26 86. DEFENDANTS knew or should have known of PLAINTIFF'S supervisors
27 becoming unfit and incompetent to perform the work, and PLAINTIFF'S supervisors created a
28 particular risk to others.

1 87. PLAINTIFF’S supervisors’ unfitness and incompetence harmed PLAINTIFF.

2 88. DEFENDANTS’ negligence in hiring, supervising and retaining of PLAINTIFF’S
3 supervisors was a substantial factor in causing PLAINTIFF’S harm. The exact amount of damage
4 to PLAINTIFF shall be proved at trial.

5 **ELEVENTH CAUSE OF ACTION**

6 **UNFAIR BUSINESS PRACTICES**

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

8 **(PLAINTIFF against all DEFENDANTS)**

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

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

- 15 a. Wrongfully terminating and retaliating against employees making complaints
16 about the working environment’
- 17 b. Failing to properly supervise and train its employees;
- 18 c. Failing to pay minimum, regular, overtime wages earned and owed to
19 employees;
- 20 d. Failing to provide proper meal breaks and rest periods, or to pay premium
21 wages for missed meal and rest periods to PLAINTIFF;

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

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

26 93. 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
28 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.

94. 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.

95. 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)

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

97. 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.

98. 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.

99. In April 16, 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.

1 **PRAYER FOR RELIEF**

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

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

6 2. Special damages;

7 3. Emotional distress damages;

8 4. Civil and statutory penalties to the extent recoverable;

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

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

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

17 8. Punitive and exemplary damages;

18 9. Pre-judgment interest;

19 10. Costs of lawsuit herein incurred;

20 11. Attorneys' fees; and

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

23 Dated: June 20, 2025

BITTON & ASSOCIATES

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26 _____
Ophir J. Bitton, Esq.
27 Attorneys for Plaintiff,
Luciano Duran Rodriguez
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Dated: June 20, 2025



Ophir J. Bitton, Esq.
Attorneys for Plaintiff,
Luciano Duran Rodriguez