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**Attorneys for Plaintiff Ryan Young**

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

**RYAN YOUNG, individually and as proxy for  
the LWDA,**

**Plaintiff,**

**vs.**

**THREE AMIGO, LLC DBA SUSHI 661; and  
DOES 1-100, inclusive,**

**Defendants.**

**Case No.: 25CHCV03618**

**FIRST AMENDED INDIVIDUAL AND  
REPRESENTATIVE COMPLAINT**

- 1. FAILURE TO PAY SPLIT SHIFT WAGES**
- 2. FAILURE TO PAY MINIMUM WAGE**
- 3. FAILURE TO PAY OVERTIME**
- 4. FAILURE TO PROVIDE MEAL BREAKS**
- 5. FAILURE TO PROVIDE REST BREAKS**
- 6. FAILURE TO PAY ALL WAGES DUE  
AND OWING AT END OF  
EMPLOYMENT**
- 7. FAILURE TO PROVIDE ACCURATE  
ITEMIZED WAGE STATEMENTS**
- 8. FAILURE TO REIMBURSE  
NECESSARY BUSINESS EXPENSES**
- 9. FAILURE TO PROVIDE  
PERSONNEL RECORDS**
- 10. FAILURE TO PROVIDE WAGE  
STATEMENTS**
- 11. PRIVATE ATTORNEYS GENERAL  
ACT OF 2004 (PAGA)**

**JURY TRIAL DEMANDED**

Plaintiff Ryan Young brings this individual and representative PAGA action against Three Amigo, LLC dba Sushi 661 and Does 1-100 for violations of the California Labor Code.

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**PARTIES**

1. Ryan Young ("Plaintiff") is and at all times relevant herein was employed in Los Angeles County, California, and was an "employee" as defined by the California Labor Code ("Labor Code") and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Three Amigo, LLC dba Sushi 661 ("Three Amigo") is a corporation organized under the laws of the State of California and is doing business in California. At all times relevant herein, Sushi 661 has been an "employer" as defined by the Labor Code and the applicable IWC Order(s).

3. Sushi 661 and Does 1-100 are collectively referred to as Defendants.

4. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

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**JURISDICTION AND VENUE**

6. This Court is the proper Court, and this action is properly filed in the Superior Court of California for the County of Los Angeles because Sushi 661 conducts business in this County, has its principal place of business and/or resides in this County, and the violations against Plaintiff were committed in this County. Plaintiff hereby demands a jury trial.

**GENERAL ALLEGATIONS**

7. Three Amigo operates at least one restaurant in Los Angeles County.

8. Plaintiff was an hourly, non-exempt employee of Three Amigo, working in its Santa Clarita location. Plaintiff was employed by Three Amigo from approximately January 2025 until on or about May 27, 2025.

9. As an hourly, non-exempt employee, Plaintiff was entitled to receive minimum wage for all hours worked, split shift pay for working split shifts, as well as meal and rest breaks pursuant to California law.

10. During Plaintiff's employment, he was paid at a rate of \$16.50 per hour.

11. During Plaintiff's employment, he and other non-exempt, hourly employees were regularly scheduled for, and required to work, split shifts whereby their workdays were interrupted by two or more hour long unpaid, non-working periods. These two-plus hour long unpaid non-working periods were not bona fide meal periods but were in fact split shifts. For example, on some occasions, Plaintiff was required to work from 11:00 am until 3:00 pm. He was then required to return for a second shift from 5:00 pm through approximately 10:00 pm. On other occasions, Plaintiff was required to work a shift from 11 am until 4 pm and then a second shift from 6 pm until 10 pm.

12. Despite working split shifts, Plaintiff and other non-exempt employees of Defendants were never paid the required split shift premium wage of one hour's pay at the applicable minimum wage.

13. Plaintiff and other non-exempt employees were also regularly expected to communicate with Defendants outside of their scheduled working hours by way of group texts sent to their personal cellular phones. Though Plaintiff and other non-exempt employees were expected and required to both read and promptly respond to these group texts while off the clock, they were not compensated for this time.

14. As a result, Plaintiff and other non-exempt employees of Defendants were not paid minimum wage for all hours worked, and when Plaintiff and non-exempt employees worked more than eight hours per day or forty hours per week, they were deprived of required overtime premium pay.

1           15.     In addition, though Plaintiff and other non-exempt employees were required to use  
2 their personal cellular phones to communicate with Defendants, Defendants did not reimburse  
3 Plaintiff or other non-exempt employees for this required work-related use of their cell phones.

4           16.     During their employment, Plaintiff and other non-exempt employees of Defendants  
5 were interrupted during their meal and rest breaks by management contact and work duties and were  
6 regularly not afforded an opportunity to take uninterrupted meal and rest breaks, nor were they paid  
7 all premium wages owed for these missed, short, late, or interrupted breaks, in violation of Labor  
8 Code sections 226.7, 512, and the applicable IWC Wage Orders.

9           17.     Because of the violations set forth above, the wage statements furnished to Plaintiff and  
10 Defendants' other non-exempt employees violated Labor Code section 226(a) insofar as they failed to  
11 accurately show:

- 12           a.     The gross wages earned, in violation of section 226(a)(1);
- 13           b.     The net wages earned, in violation of section 226(a)(5); and
- 14           c.     All applicable hourly rates in effect during the pay period and the corresponding  
              number of hours worked at each hourly rate in violation of section 226(a)(9).

15           18.     These violations were knowing and intentional. Defendants knew or should have  
16 known that California law unambiguously requires employers to pay split shift pay and to report same  
17 on employee wage statements. Defendants also knew or should have known that, since 2022, prior to  
18 the beginning of Plaintiff's employment, an employer is required to pay and report on wage  
19 statements payment of all meal and rest period premium pay owed to employees. Defendants knew or  
20 should have known that they were required to pay for all hours worked and to accurately report all  
21 hours worked by employees on their wage statements, including time spent by employees responding  
22 to work-related communications outside of their scheduled shifts. Nonetheless, Defendants both  
23 failed to pay these amounts and to accurately report the pay owed and/or the associated hours worked.

24           19.     As a result of these omissions, Plaintiff was deprived of the information necessary to  
25 validate whether he was correctly paid each pay period. As such, Plaintiff is deemed injured for the  
26 purposes of recovering statutory penalties for Defendants' wage statement violations.

27           20.     These omissions were not the result of an isolated clerical error but rather were the  
28 result of Defendants' regular policy, practice, and procedure of failing to pay the above wages and

1 failing to report those amounts and associated hours worked on Plaintiff's and other non-exempt  
2 employees' wage statements.

3 21. Plaintiff's employment with Defendants was terminated on May 27, 2025; however, he  
4 was not paid the balance of unpaid minimum wages, unpaid overtime, or unpaid meal and rest period  
5 premium pay, and has not been paid these sums to date. Because Plaintiff and Defendants' other  
6 former non-exempt employees were not properly compensated for all their time worked, overtime,  
7 and meal/rest break premium pay, they have not been timely compensated for the same during at the  
8 end of their employment in violation of Labor Code Sections 201-203. This failure to pay all wages  
9 was willful. For example, California law plainly requires payment of split shift pay and Plaintiff was  
10 required to work split shifts on several occasions, yet Defendants routinely failed to pay split shift pay  
11 during Plaintiff's employment and still failed and refused to pay it following cessation of his  
12 employment.

13 22. On July 11, 2025, Plaintiff sent a written request to Sushi 661 for copies of his wage  
14 statements and personnel records pursuant to Labor Code sections 226(b) and 1198.5(b) by way of  
15 certified mail. Receipt of Plaintiff's written request was acknowledged on July 14, 2025. However,  
16 to date, Defendants have not responded to Plaintiff's request in any way and have not furnished him  
17 with copies of his wage statements or personnel records.

18 **FIRST CAUSE OF ACTION**  
19 **VIOLATION OF CALIFORNIA LABOR CODE §§ 1197, 1198 and IWC Wage Order(s)**  
20 **(Failure to Pay Split Shift Premiums)**  
**Against Defendants**

21 23. Plaintiff hereby realleges and incorporates by reference each and every allegation set  
22 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
23 allegations of this cause of action.

24 24. The applicable IWC Wage Orders require employers to pay one hour's pay at the  
25 minimum wage in addition to the minimum wage for that workday whenever an employee works a  
26 split shift. This requirement is part of the minimum wage that must be paid to workers. *See* 8 CCR §  
27 11050(4)(C) (IWC Wage Order 5).

25. Labor Code section 1197 provides that the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser wage is unlawful.

26. Pursuant to California Labor Code section 1198, the maximum hours of work and standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees and the employment of any employee for longer hours than those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

27. Labor Code Section 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ... including interest thereon, reasonable attorney's fees, and costs of suit.

28. As set forth above, Defendants failed to pay Plaintiff and other non-exempt employees split shift premiums when they worked split shifts, thereby failing to pay them minimum wages in violation of Labor Code §§ 1197 and 1198.

29. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

**SECOND CAUSE OF ACTION**  
**VIOLATION OF LABOR CODE §§ 1194, 1194.2, 1197, 1198**  
**(Failure to Pay Minimum Wage)**  
**Against Defendants**

21. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

22. California Labor Code section 1182.12 establishes the minimum wage for California employees from July 1, 2014, to present.

23. Labor Code Section 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ... including interest thereon, reasonable attorney's fees, and costs of suit.

1           24.     Labor Code section 1194.2 provides, in relevant part:

2           In any action under ... Section 1194 to recover wages because of the payment of a wage less  
3           than the minimum wage fixed by an order of the commission, an employee shall be entitled to  
4           recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest  
5           thereon.

6           25.     Labor Code section 1197 provides that the minimum wage for employees fixed by the  
7           commission is the minimum wage to be paid to employees, and the payment of a lesser wage is  
8           unlawful

9           26.     Pursuant to California Labor Code section 1198, the maximum hours of work and  
10          standard conditions of labor fixed by the commission shall be the maximum hours of work and the  
11          standard conditions of labor for employees and the employment of any employee for longer hours  
12          than those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

13          27.     As set forth above, Defendants intentionally and willfully failed to pay Plaintiff and  
14          other non-exempt employees at least minimum wage for every hour worked.

15          28.     Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter  
16          provided.

17                               **THIRD CAUSE OF ACTION**  
18                               **VIOLATION OF CALIFORNIA LABOR CODE §§ 510 & 1198**  
19                               **(Failure to Pay Overtime)**  
20                               **Against Defendants**

21          29.     Plaintiff hereby realleges and incorporates by reference each and every allegation set  
22          forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
23          allegations of this cause of action.

24          30.     Pursuant to California Labor Code section 510, any work in excess of eight hours in  
25          one workday and any work in excess of 40 hours in any one workweek and the first eight hours  
26          worked on the seventh day of work in any one workweek shall be compensated at the rate of no less  
27          than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours  
28          in one day shall be compensated at the rate of no less than twice the regular rate of pay for an  
29          employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be  
30          compensated at the rate of no less than twice the regular rate of pay of an employee.

1           31. Pursuant to California Labor Code section 1198, the maximum hours of work and  
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and the  
3 standard conditions of labor for employees and the employment of any employee for longer hours  
4 than those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

5           32. As set forth above, during the relevant time period, Plaintiff and Defendants' other  
6 nonexempt California employees regularly worked overtime.

7           33. During the relevant time period, Defendants intentionally and willfully failed to pay  
8 Plaintiff and other non-exempt employees all overtime wages due to them.

9           34. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter  
10 provided.

11                                   **FOURTH CAUSE OF ACTION**  
12                                   **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**  
13                                   **(Failure to Provide Meal Periods)**  
                                      **Against Defendants**

14           35. Plaintiff hereby realleges and incorporates by reference each and every allegation set  
15 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
16 allegations of this cause of action.

17           36. Labor Code § 226.7 requires employers to provide employees meal breaks as mandated  
18 by Order of the Industrial Welfare Commission. It states:

- 19                   a. No employer shall require any employee to work during any meal or rest period  
20                   mandated by an applicable order of the Industrial Welfare Commission.
- 21                   b. If an employer fails to provide an employee a meal period or rest period in  
22                   accordance with an applicable order of the Industrial Welfare Commission, the  
23                   employer shall pay the employee 1 additional hour of pay at the employee's regular  
24                   rate of compensation for each work day that the meal or rest period is not provided.

25           37. Labor Code § 512(a) and the applicable Wage Order(s) provide that an employer may  
26 not employ a person for a work period of more than 5 hours per day without providing that employee  
27 a meal period of not less than 30 minutes, except that if the total work period per day is no more than  
28 six hours, the meal period may be waived by mutual consent of both the employer and employee. An

1 employer may not employ a person for a work period of more than 10 hours per day without  
2 providing an employee with a second meal period of not less than 30 minutes, except that if the total  
3 work period per day of the employee is no more than twelve 12 hours, the meal period may be waived  
4 by mutual consent of both the employer and the employee, and if the first meal period was not  
5 waived.

6 38. During the relevant time period, Plaintiff and other non-exempt employees of  
7 Defendants were not provided with compliant meal breaks, nor did they receive an additional hour of  
8 premium pay for each missed meal break, or premium pay at their regular rate of pay.

9 39. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter  
10 provided.

11 **FIFTH CAUSE OF ACTION**  
12 **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**  
13 **(Failure to Provide Rest Periods)**  
14 **Against Defendants**

15 40. Plaintiff hereby realleges and incorporates by reference each and every allegation set  
16 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
17 allegations of this cause of action.

18 41. Labor Code § 226.7 requires employers to provide employees rest periods as mandated  
19 by Order of the Industrial Welfare Commission. It states:

- 20 a. No employer shall require any employee to work during any meal or rest period  
21 mandated by an applicable order of the Industrial Welfare Commission.
- 22 b. If an employer fails to provide an employee a meal period or rest period in  
23 accordance with an applicable order of the Industrial Welfare Commission, the  
24 employer shall pay the employee 1 additional hour of pay at the employee's regular  
25 rate of compensation for each workday that the meal or rest period is not provided

26 42. The applicable Wage Order(s) provides that every "employer shall authorize and  
27 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each  
28 work period. The authorized rest period time shall be based on the total hours worked daily at the rate  
of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." The applicable Wage

1 Order further provides that “[i]f an employer fails to provide an employee rest period in accordance  
2 with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay  
3 at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

4 43. During the relevant time period, Plaintiff and other nonexempt employees of  
5 Defendant were not provided with compliant rest breaks, nor did they receive an additional hour of  
6 premium pay for each missed rest break or premium pay at the applicable regular rate of pay.

7 44. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter  
8 provided.

9 **SIXTH CAUSE OF ACTION**  
10 **VIOLATION OF LABOR CODE §§ 201, ET SEQ.**  
11 **(Failure to Pay All Wages Due and Owing at End of Employment)**  
12 **Against Defendants**

13 45. Plaintiff hereby realleges and incorporates by reference each and every allegation set  
14 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
15 allegations of this cause of action.

16 46. California Labor Code section 201 provides that if an employer discharges an  
17 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

18 47. California Labor Code section 202 requires an employer to pay an employee all earned  
19 wages within 72 hours of the employee quitting his or her employment, or immediately at the time of  
20 quitting if the employee has given 72 hours previous notice of his or her intention to quit.

21 48. As set forth above, Plaintiff and other nonexempt employees of Defendants were not  
22 timely paid all of their earned but unpaid wages, including wages for all hours worked, overtime, sick  
23 pay, and meal and rest break premiums, when their employment with Defendants ended.

24 49. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter  
25 provided.

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**SEVENTH CAUSE OF ACTION**  
**VIOLATION OF LABOR CODE § 226(a)**  
**(Failure to Furnish Accurate Itemized Wage Statements)**  
**Against Defendants**

50. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

51. Pursuant to California Labor Code section 226(a) “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [ . . . ], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [ . . . ], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [ . . . ], the rate of pay and the total hours worked for each temporary services assignment.”

52. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover 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) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. Labor Code § 226(e)(1).

53. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the

1 employee during the pay period or any of the other information required to be provided pursuant to  
2 Labor Code section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the  
3 employer, iii) the name and address of the employer and iv) the name of the employee and the last  
4 four digits of his or her social security number or employee identification number. Labor Code §  
5 226(e)(2)(A) and (B)(i)-(iv). “Promptly and easily determine” means a reasonable person would be  
6 able to readily ascertain the information without reference to other documents or information. Labor  
7 Code § 226(e)(2)(C).

8 54. As set forth above, Defendants intentionally and willfully failed to furnish accurate  
9 itemized wage statements which complied with Labor Code section 226.

10 55. Wherefore, Plaintiff has been injured as set forth above and request relief as hereafter  
11 provided.

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13 **EIGHTH CAUSE OF ACTION**  
14 **VIOLATION OF LABOR CODE § 2802**  
15 **(Failure to Reimburse Necessary Business Expenses)**  
16 **Against Defendants**

17 56. Plaintiff hereby realleges and incorporates by reference each and every allegation set  
18 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
19 allegations of this cause of action.

20 57. Labor Code § 2802 requires that employers indemnify employees for all necessary  
21 expenditures incurred by the employee in direct consequence of the discharge of his or her duties or of  
22 his or her obedience to the directions of the employer.

23 58. Nonetheless, as set forth above, Defendants failed to reimburse Plaintiff or Defendants’  
24 other non-exempt employees for business expenses that were necessarily incurred during the  
25 discharge of their duties, specifically the required use of their personal cellular phones for work  
26 purposes.

27 59. Wherefore, Plaintiff has been injured as set forth above and request relief as hereafter  
28 provided.

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**NINTH CAUSE OF ACTION**  
**VIOLATION OF LABOR CODE § 1198.5**  
**(Failure to Provide Personnel Files)**  
**Against Defendants**

60. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

61. Labor Code section 1198.5(a) provides that every current or former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

62. Labor Code section 1198.5(b) requires an employer to make the contents of the personnel records available for inspection not later than 30 calendar dates from the date an employer receives a written request from the employee or his or her authorized representative.

63. A failure by the employer to comply with the above requirements subjects the employer to a \$750 penalty payable to the employee pursuant to Labor Code section 1198.5(k).

64. Additionally, an employee may bring an action for injunctive relief to obtain compliance with this section and is entitled to recover attorneys' fees and costs. Lab. Code § 1198.5(l)

65. As set forth above, Defendants failed to respond to Plaintiff's written request for a copy of her personnel records and, to date, continues to refuse to produce them, entitling Plaintiff both to the \$750 penalty and the right to seek injunctive relief against Defendants to compel compliance Labor Code section 1198.5.

66. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed and requests relief as hereafter provided.

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**TENTH CAUSE OF ACTION**  
**VIOLATION OF LABOR CODE § 226(b)**  
**(Failure to Provide Wage Statements)**  
**Against All Defendants**

67. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

68. Labor Code section 226(b) provides that an employer shall afford current and former employees the right to inspect or receive a copy of the wage statements the employer is required to maintain pursuant to Labor Code section 226(a) upon reasonable request by the employee.

69. Labor Code section 226(c) requires an employer who receives a written or oral request to inspect or receive a copy of these records to comply with the request no later than 21 calendar days from the date of the request.

70. An employer who fails to comply with the above provisions is liable to the employee for a penalty of \$750. Lab. Code § 226(f)

71. Additionally, an employee may bring an action for injunctive relief to ensure compliance with this section and may recover attorney's fees and costs. Lab. Code § 226(h)

72. As set forth above, Defendants failed to respond to Plaintiff's written request for a copy of her wage statements and, to date, continues to refuse to produce them, entitling Plaintiff both to the \$750 penalty and the right to seek injunctive relief against Defendants to compel compliance Labor Code section 226.

73. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed and requests relief as hereafter provided.

**ELEVENTH CAUSE OF ACTION**  
**LABOR CODE §§ 2699 *et seq.***  
**(Private Attorneys General Act of 2004 (PAGA))**  
**Against All Defendants**

74. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

1           75.     The Private Attorney General Act (“PAGA”), as set forth at California Labor Code § 2698  
2 et seq., is and at all times relevant herein was applicable to Plaintiff’s employment by Defendants.

3           76.     Pursuant to Labor Code § 2699(a) any provision of the Labor Code which provides for  
4 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
5 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil  
6 action brought by an aggrieved employee on behalf of himself or herself and other current or former  
7 employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor Code §  
8 2699(a).

9           77.     Pursuant to PAGA, an “aggrieved employee” is “any person who was employed by the  
10 alleged violator and against whom one or more of the alleged violations was committed.” Labor Code  
11 § 2699(c).

12           78.     Plaintiff was employed by Defendants and the alleged violations were committed  
13 against him during her time of employment. Plaintiff is therefore an aggrieved employee as defined  
14 by Labor Code § 2699(c). Other current and former employees are also aggrieved employees in that  
15 one or more of the alleged violations were also committed against them during their time of  
16 employment with Defendants.

17           79.     As is outlined herein, Defendants violated the Labor Code as to Plaintiff and  
18 Defendant’s other employees. Specifically, Defendants violated Labor Code sections 201, 202, 203,  
19 226, 226.7, 512, 1194, 1197, 1198, and 2802, as well as the applicable IWC Wage Orders.

20           80.     Pursuant to Labor Code § 2699(f), the civil penalty recoverable in a PAGA action is  
21 that which is provided for by the by the Labor Code. When the Labor Code does not provide a civil  
22 penalty, the penalty recoverable shall be \$100 for the initial violation per employee per pay period and  
23 \$200 for each subsequent violation per employee per pay period.

24           81.     Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover the  
25 civil penalty on behalf of himself or herself and other current or former employees against whom one  
26 or more of the alleged violations was committed. Furthermore, any employee who prevails in any  
27 action shall be entitled to an award of reasonable attorney's fees and costs.  
28

1           82. Pursuant to Labor Code § 2699.3, an aggrieved employee, including Plaintiff, may  
2 pursue a civil action arising under PAGA after the following requirements have been met:

- 3           a. The aggrieved employee shall give written notice by certified mail to the LWDA  
4 and the employer (hereinafter “Employee’s Notice”) of the specific provisions of  
5 California Labor Code alleged to have been violated, including the facts and  
6 theories to support the alleged violations;
- 7           b. The LWDA shall provide notice (hereinafter “LWDA’s Notice”) to the employer  
8 and the aggrieved employee by certified mail that it does not intend to investigate  
9 the alleged violation within 60 days of the postmark date of the Employee’s Notice.  
10 Upon receipt of the LWDA’s Notice, or if the LWDA does not provide notice with  
11 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved  
12 employee may commence a civil action pursuant to California Labor Code § 2699  
13 to recover civil penalties in addition to any other penalties to which the employee  
14 may be entitled.
- 15           c. For all alleged violations not enumerated in Labor Code § 2699.5, the employer is  
16 given thirty-three (33) days to cure and notify the aggrieved employee by certified  
17 mail that the violation has been cured. If the violation is not cured, the aggrieved  
18 employee may commence a civil action pursuant to California Labor Code § 2699  
19 to recover civil penalties in addition to any other penalties to which the employee  
20 may be entitled.

21           83. On July 31, 2025, Plaintiff provided written notice by certified mail to Defendants, and  
22 by online filing to the LWDA, of the specific provisions of the Labor Code alleged to have been  
23 violated, including the facts and theories to support the alleged violations. Attached as **Exhibit 1** is a  
24 true and correct copy of this notice.

25           84. As of the filing of this Complaint, which is more than 65 days after July 31, 2025, the  
26 LWDA has not responded to Plaintiff’s notification or otherwise indicated an intention to investigate  
27 his claims. Plaintiff has therefore satisfied the administrative prerequisites under Labor Code §  
28 2699.3 to bring a civil action to recover penalties against Defendants, in addition to other remedies,

1 for violations of Labor Code sections 201, 202, 203, 226, 226.7, 512, 1194, 1197, 1198, and 2802, as  
2 well as the applicable IWC Wage Orders.

3 85. As a result of the myriad violations of the Labor Code and applicable IWC Order(s) set  
4 forth above, Plaintiff seeks recovery of civil penalties, attorneys' fees and costs pursuant to the PAGA  
5 as set forth below.

6 86. Wherefore, Plaintiff and the other aggrieved employees have been damaged as set forth  
7 above and request relief as hereafter provided.

8  
9 **PRAYER FOR RELIEF**

- 10 1. That this Court award actual and compensatory damages as well as restitutionary relief,  
11 including but not limited to unpaid wages, premium wages for missed meal and rest  
12 breaks, split shift pay, and unreimbursed business expenses, to Plaintiff;
- 13 2. That this Court award injunctive relief, including that available under Labor Code  
14 sections 226(h);
- 15 3. That this Court award penalties and liquidated damages including, but not limited to,  
16 those available under Labor Code sections 203, 226, and 1194.2;
- 17 4. That this Court award statutory attorneys' fees and costs, including those available  
18 under Labor Code sections 218.5, 226(e)(1), and 1194 as well as Code of Civil  
19 Procedure section 1021.5;
- 20 5. That this Court award civil penalties pursuant to PAGA, including but not limited to  
21 penalties available under Labor Code §§ 226.3, 558, and 2699(f);
- 22 6. That this Court award prejudgment and post-judgment interest according to any  
23 applicable provision of law or as otherwise permitted by law; and
- 24 7. That this Court award such other and further relief as the court deems just and proper.

25 ///

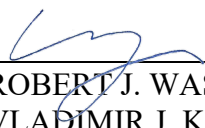
26 ///

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1 **DATED:** January 21, 2026

**MAYALL HURLEY P.C.**

2  
3 By

  
\_\_\_\_\_  
ROBERT J. WASSERMANN  
VLADIMIR J. KOZINA  
Attorneys for Plaintiff  
RYAN YOUNG

**PROOF OF SERVICE**

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 South Church Street, Lodi, California 95240, that is located in the county where the delivery below took place.

On January 21, 2026, I served the following document:

**FIRST AMENDED INDIVIDUAL AND REPRESENTATIVE COMPLAINT**

addressed to:

Jong Lee  
925 S. La Brea Ave., Fl 5  
Los Angeles, CA 90038  
Email: [Jong@LandRLegal.com](mailto:Jong@LandRLegal.com)  
*Attorneys for Defendant*

☒ **BY EMAIL:** In accordance with Code of Civil Procedure Section 1010.6, on the date specified below, I caused a copy of the document described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is [jzeyen@mayallaw.com](mailto:jzeyen@mayallaw.com).

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 21, 2026, at Lodi, California.

  
JULIE ZEYEN