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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By M. Marquez, Deputy Clerk

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

Victor Balderas, on behalf of the general public
and the State of California as private attorney
general,

Plaintiff,

vs.

XCourt, Inc., a corporation, and DOES 1
through 10, inclusive;

Defendants.

CASE NO. **26STCV26408**

**PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
LABOR CODE §§ 2698 *et seq.***

1 Plaintiff Victor Balderas (“Plaintiff” or “Balderas”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Private
3 Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) alleges, on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. Plaintiff brings this action against Defendant XCourt, Inc., and Does 1 through 10
8 (Defendants are collectively referred to as “Defendants”) for civil penalties under the PAGA
9 stemming from Defendants’ (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii)
10 failure to provide uninterrupted and compliant meal periods or compensation in lieu thereof; (iv)
11 failure to provide uninterrupted and compliant rest periods or compensation in lieu thereof; (v) failure
12 to provide sick leave; (vi) failure to maintain accurate records; (vii) failure to timely pay wages during
13 employment and upon termination; (viii) failure to indemnify necessary business expenses; and (ix)
14 failure to furnish accurate itemized wage statements.

15 2. Plaintiff is not seeking general and/or special damages, restitution or other damages
16 other than civil penalties. That is, California has enacted PAGA to permit an individual to bring an
17 action on behalf of himself and on behalf of others for PAGA penalties only, which is the precise and
18 sole nature of this action.

19 3. The “Aggrieved Employees” are all current and former employees who worked for
20 Defendants in California as hourly, non-exempt employees at any time from one year prior to the
21 postmark date of the initial PAGA notice through the date of trial.

22 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
23 Plaintiff, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State
24 of California. Plaintiff does not seek to recover anything other than penalties as permitted by
25 California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned for
26 wage violations, Plaintiff does not seek underlying general and/or special damages for those
27 violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief, and
28 injunctive relief for Plaintiff and all Aggrieved Employees as permitted by the PAGA.

1 5. Defendants own/owned and/or operate/operated an industry, business, and
2 establishment within the State of California, including Los Angeles County. As such, and based upon
3 all the facts and circumstances incident to Defendants' business in California, Defendants are subject
4 to the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

5 6. Despite these requirements, throughout the statutory period, Defendants maintained a
6 systematic, company-wide policy and practice of:

- 7 a. Failing to pay employees for all hours worked, including all minimum wages and
8 overtime wages in compliance with the California Labor Code and IWC Wage
9 Orders;
- 10 b. Failing to provide employees with timely and duty-free meal periods in compliance
11 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
12 records of all meal periods taken, restricted, interrupted, or missed, and failing to
13 pay an additional hour's pay for each workday a meal period violation occurred;
- 14 c. Failing to provide employees with timely and duty-free rest periods in compliance
15 with the California Labor Code and IWC Wage Orders, and failing to pay an
16 additional hour's pay for each workday a rest period violation occurred;
- 17 d. Failing to provide employees with sick leave (much less pay for sick wages) in
18 compliance with the California Labor Code and IWC Wage Orders;
- 19 e. Failing to indemnify employees for necessary business expenses incurred;
- 20 f. Willfully failing to pay employees all minimum wages, overtime wages, premium
21 wages, and sick pay wages due within the time period specified by California law;
- 22 g. Failing to maintain accurate records of the hours that employees worked; and
- 23 h. Failing to provide employees with accurate, itemized wage statements containing
24 all the information required by the California Labor Code and IWC Wage Orders.

25 7. On information and belief, Defendants, and each of them were on actual and
26 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
27 unlawful policies and practices. Defendants' violations, as alleged above, during all relevant times
28 herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

JURISDICTION AND VENUE

9. This Court has jurisdiction in this matter pursuant to the California Constitution, Article VI, § 10, as the causes of action are premised upon violations of California law.

10. The monetary amounts sought exceed the minimal jurisdiction limits of the Superior Court.

11. This Court has jurisdiction over Defendants because Defendants are citizens of California, employed Plaintiff and other Aggrieved Employees in Los Angeles County, California, have their principal place of business in Los Angeles County, and upon information and belief, they conduct regular and substantial business, and have substantial contacts, in California, and/or otherwise intentionally avail themselves to the California (and Los Angeles County) market so as to render the exercise of jurisdiction in California proper.

12. Pursuant to California Code of Civil Procedure § 395, 393(a) and/or 395.5, venue is proper in this judicial district. Los Angeles County is the proper venue, particularly because Defendants employed Plaintiff and other Aggrieved Employees in Los Angeles County, Defendants maintain offices, have agents, employ individuals and/or transact business in Los Angeles County, and the transactions, occurrences, breaches and/or violations that give rise to this lawsuit occurred within Los Angeles County.

PARTIES

13. Plaintiff is a California resident who has worked for Defendants as an employee in Los Angeles County, California, from approximately 2020 to September 2025.

14. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l Calif., Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on whose behalf the plaintiff files suit is always the real party in

1 interest.”.) To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
2 *Inc.*, 101 Cal. App. 5th 533 (2024) and *Rodriguez v. Packers Sanitation Servs. Ltd.*, 109 Cal. App. 5th
3 69 (2025), the PAGA claim is brought exclusively as a representative action and does not include
4 arbitrable claims.

5 15. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs,
6 if necessary, in order to establish suitable representative(s) pursuant to *Hutcheson v. Superior Court*,
7 74 Cal. App. 5th 923 (2022), *La Sala v. Am. Savings and Loan Ass’n*, 5 Cal.3d 864, 872 (1971), and
8 other applicable law.

9 16. Plaintiff is informed and believes and based upon that information and belief alleges,
10 that Defendant XCourt is:

- 11 a. A corporation with its principal places of business in Los Angeles County,
12 California
- 13 b. A corporation conducting business in the State of California, including in Los
14 Angeles County.
- 15 c. The former employer of Plaintiff, and the current and/or former employer(s) of the
16 Aggrieved Employees. Defendants suffered and permitted Plaintiff and the
17 Aggrieved Employees to work and/or controlled their wages, hours, or working
18 conditions.
- 19 d. At all times alleged herein, Defendants are and were the employers of Plaintiff and
20 the Aggrieved Employees.

21 17. Plaintiff does not currently know the true names or capacities of the persons or entities
22 sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
23 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
24 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
25 forth the true names and capacities of these Defendants when they have been ascertained, together
26 with appropriate charging allegations, as may be necessary.

18. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

19. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the Aggrieved Employees definitions herein, and exercised control over their wages, hours, working conditions, and conditions of employment. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

GENERAL ALLEGATIONS

20. Plaintiff is a California resident who worked for Defendants in Los Angeles County, California, during the statutory period. During the statutory period, Defendants classified Plaintiff as non-exempt from California's overtime requirements, and paid Plaintiff an hourly wage.

21. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with uninterrupted and compliant meal periods or compensation in lieu thereof, failed to provide Plaintiff with uninterrupted and compliant rest periods or compensation in lieu thereof, failed to provide sick leave (or sick pay), failed to maintain accurate records, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all wages to Plaintiff, and failed to furnish accurate wage statements. Plaintiff's experience working for Defendants was typical and illustrative.

1 22. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
2 Employees, to set work rules and conditions governing Plaintiff's and the Aggrieved Employees'
3 employment, and to supervise their daily employment activities.

4 23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
5 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the other
6 Aggrieved Employees.

7 24. Defendants directly hired and paid wages to Plaintiff and the Aggrieved Employees.

8 25. Throughout the statutory period, Plaintiff and other Aggrieved Employees, from time
9 to time, worked over eight (8) hours in a day, and/or forty (40) hours in a week during their
10 employment with Defendants, and were not paid overtime.

11 26. Throughout the statutory period, Defendants maintained a policy and practice of not
12 paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime and
13 minimum wages. Throughout the statutory period, Plaintiff and the Aggrieved Employees were
14 required to work off-the-clock, and uncompensated. For example, Plaintiff and the Aggrieved
15 Employees were at times required to perform job duties after their shifts, and during their meal and/or
16 rest breaks, none of which was compensated. This included servicing and assisting clients and
17 engaging in job duties (*e.g.*, cleaning the gym).

18 27. Throughout the statutory period, Defendants failed to relieve Plaintiff and the
19 Aggrieved Employees of all duties, failed to relinquish control over Plaintiff and the Aggrieved
20 Employees' activities, failed to permit Plaintiff and the Aggrieved Employees a reasonable
21 opportunity to take, and impeded, restricted (including geographically), or discouraged them from
22 taking, thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work.

23 28. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
24 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and
25 the Aggrieved Employees' regular rate of pay when a meal period was missed, shortened, late,
26 interrupted, restricted to the premises and/or otherwise not compliant with the requirements of
27 applicable California law, and they did not receive all meal periods or payment of one additional hour
28

1 of pay at Plaintiff's and the Aggrieved Employees' regular rate of pay when a meal period was not
2 compliant with California law.

3 29. Throughout the statutory period, Defendants failed to provide, authorize, and permit
4 Plaintiff and the Aggrieved Employees to take full, uninterrupted, off-duty, unrestricted (including
5 geographically), and otherwise legally compliant rest periods for every shift lasting three and one-half
6 (3.5) to six (6) hours and/or two full, uninterrupted, off-duty and otherwise legally compliant rest
7 periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty and
8 otherwise legally compliant rest periods for every shift lasting more than ten (10) hours, and failed to
9 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work
10 period.

11 30. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
12 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
13 other Aggrieved Employees' regular rate of pay when a rest period was missed, shortened, late,
14 interrupted, on-duty, restricted to the premises and/or otherwise not compliant with the requirements
15 of applicable California law, and they did not receive all rest periods or payment of one additional
16 hour of pay at Plaintiff's and the other Aggrieved Employees' regular rate of pay when a rest period
17 was not compliant with California law. In fact, as a policy and practice, Defendants forced Plaintiff
18 and the other Aggrieved Employees to work through their rest breaks. Defendants' policy and practice
19 was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in
20 compliance with California law.

21 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that Plaintiff and the Aggrieved Employees were entitled to receive at least
23 minimum wages for compensation and that they were not receiving at least minimum wages for all
24 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective
25 payment of zero dollars per hour for hours Plaintiff and the other Aggrieved Employees worked off
26 the clock performing work duties, including (but not limited to) duties such as those described in
27 herein.

1 32. Throughout the statutory period, Defendants failed to comply with California Labor
2 Code § 246, which provides notice of the amount of paid sick leave available to Plaintiff and the
3 Aggrieved Employees. Under California law, Plaintiff and the Aggrieved Employees were entitled
4 to receive sick leave (and sick pay), which they did not receive.

5 33. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
6 Aggrieved Employees with accurate, itemized wage statements in accordance with California law.
7 The deficiencies included, *inter alia*, the failure to include (i) the accurate total number of hours
8 worked; (ii) the accurate and applicable rates of pay in effect during each pay period and the
9 corresponding number of hours worked at each hourly rate; (iii) the accurate gross wages and net
10 wages earned (including correct hours worked, correct wages earned for hours worked, correct
11 overtime hours worked, correct wages for meal periods that were not provided in accordance with
12 California law, correct wages for rest periods that were not authorized or permitted in accordance with
13 California law, sick pay wages); (iv) accrued sick leave; (v) complete and correct deductions. As a
14 result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
15 Employees suffered injury because, among other things:

- 16 a. the violations led them to believe that they were not entitled to be paid minimum
17 wages, overtime wages, meal period premium wages, and rest period premium
18 wages to which they were entitled, even though they were entitled;
- 19 b. the violations led them to believe that they had been paid the minimum, overtime,
20 meal period premium, and rest period premium wages, even though they had not
21 been;
- 22 c. the violations led them to believe they were not entitled to be paid minimum,
23 overtime, meal period premium, and rest period premium wages at the correct
24 California rate even though they were;
- 25 d. the violations led them to believe they had been paid minimum, overtime, meal
26 period premium, and rest period premium wages at the correct California rate even
27 though they had not been;

- 1 e. the violations hindered them from determining the amounts of minimum, overtime,
2 meal period premium, and rest period premium owed to them;
3 f. the violations hindered them from taking (or believing they are allowed to take)
4 sick leave (or be paid for sick leave);
5 g. in connection with their employment before and during this action, and in
6 connection with prosecuting this action, the violations caused them to have to
7 perform mathematical computations to determine the amounts of wages owed to
8 them, computations they would not have to make if the wage statements contained
9 the required accurate information;
10 h. by understating the wages truly due them, the violations caused them to lose
11 entitlement and/or accrual of the full amount of Social Security, disability,
12 unemployment, and other governmental benefits; and
13 i. the wage statements inaccurately understated the wages, hours, and wages rates to
14 which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the
15 Aggrieved Employees were paid less than the wages and wage rates to which they
16 were entitled.

17 34. Defendants also failed to keep complete and accurate employment and payroll records
18 for Plaintiff and the Aggrieved Employees in accordance with California law, including Cal. Lab.
19 Code §§ 226(a), 1174(d), and the IWC Wage Orders.

20 35. During the statutory period, Defendants failed to pay Plaintiff and the Aggrieved
21 Employees their correct wages owed upon separation from Defendants' employment and accordingly
22 owe waiting time penalties pursuant to Cal. Lab. Code § 203. Further, Plaintiff is informed and
23 believes and based thereon alleges that such failure to pay at the regular rate was willful, such that
24 Plaintiff and Aggrieved Employees whose employment has separated are entitled to waiting time
25 penalties pursuant to Cal. Lab. Code §§ 201-203.

26 36. During the statutory period, Defendants did not reimburse Plaintiff and the Aggrieved
27 Employees for necessary business-related expenses, including (without limitation), personal cell
28 phone expenses (which were used for work purposes), the purchase and maintenance (including

laundrying) of various uniform items (including but not limited to referee uniforms, polos, sweaters, and shoes), and expenses related to work supplies/equipment (including, but not limited to, whistles).

37. Defendants knew or should have known that they had a duty to compensate and reimburse Plaintiff and the Aggrieved Employees pursuant to California law, and that Defendants had the financial ability to pay such compensation and reimbursement, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that they were properly paid all wages and reimbursements, all in order to increase Defendants' profits.

38. All of the conduct and violations alleged herein occurred during the statutory period.

39. Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive certain wages and that they were not receiving accurate compensation for all hours worked.

40. As a result of the above facts, during the relevant time period, Defendants were and continue to be in violation of the California Labor Code, including §§ 200-204, 204b, 210, 226, 226.3, 226.7, 233, 245-249, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804 and the applicable IWC Wage Orders related to these claims arising under the California Labor Code.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties under PAGA)

41. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein

42. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

43. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Section 2699.3.”

3 44. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
4 the following “aggrieved employees” pursuant to PAGA, codified as Labor Code § 2698 *et seq.*:

5 All current and former employees who worked for Defendants in California as hourly, non-
6 exempt employees at any time from one year prior to the postmark date of the initial PAGA
7 notice through the date of trial.

8 45. Plaintiff reserves the right to amend, supplement, or add to this description of the
9 Aggrieved Employees, according to proof.

10 46. Labor Code § 2699.3 sets forth the procedure for commencing an action for civil
11 penalties under the PAGA.

12 47. Plaintiff has exhausted the administrative remedies pursuant to California Labor Code
13 § 2699.3. On December 3, 2025, Plaintiff paid the requisite PAGA filing fee and on that same date,
14 provided written notice by online filing to the LWDA and by certified mail to Defendants of the
15 specific provisions of the Labor Code that Defendants allegedly violated, including the facts and
16 theories to support the alleged violations. An updated notice was also sent on December 11, 2025. A
17 true and correct copy of Plaintiff’s written PAGA notices are attached hereto as omnibus Exhibit A.

18 48. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to the PAGA
19 notices from the LWDA.

20 49. Within 33 calendar days of the postmark date of the notice(s) sent by Plaintiff, neither
21 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
22 providing a description of any actions taken to cure the alleged violations.

23 50. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
24 violations, without notice of cure from Defendants or notice from the LWDA of its intent to
25 investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff
26 exhausted all prerequisites and commenced this civil action under Labor Code §§ 2699 *et seq.*

27 51. As alleged, Defendants committed the following violations and are liable for all
28 corresponding civil penalties:

- a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1197.1, 1198; IWC Wage Orders.
- b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 233 and 245 through 249.
- d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 516, 1198; IWC Wage Orders.
- e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- f. ***Untimely Payment of Wages During Employment and Upon Termination.*** Violation of Labor Code §§ 200-204, 204b, 210.
- g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2800, 2802, 2804.
- i. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 1174, 1174.5, 1198.5; IWC Wage Orders.
- j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code §§ 1174; 1174.5 IWC Wage Orders.

52. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code §§ 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum wages, overtime wages, and premium wages), failing to provide compliant meal periods or compensation

1 in lieu thereof, failing to provide compliant rest periods or compensation in lieu thereof,
2 failing to maintain accurate records, failing to provide sick leave, failing to reimburse
3 business expenses, and failing to furnish accurate wage statements;

- 4 2. An award of civil penalties available under PAGA;
5 3. Pre-judgment and post-judgment interest at the maximum rate allowed;
6 4. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
7 permitted by law, associated with the PAGA claims;
8 5. Injunctive and declaratory relief to the extent allowed by PAGA; and
9 6. Such other and further relief that the Court deems proper.

10
11 Date: August 20, 2026

KV LAW, P.C.

12 /s/ Kristapor Vartanian

13 By: _____

14 Kristapor Vartanian
15 *Attorney for Plaintiff*
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EXHIBIT A

KV LAW, P.C.

KRISTAPOR VARTANIAN
DIRECT DIAL: (213) 799-3734
E-MAIL: kvartanian@kvlawpc.com

December 3, 2025

VIA CERTIFIED MAIL

XCourt, Inc.
Attn: Charles Seltzer
11965 Gorham Avenue
Los Angeles, CA 90049

VIA ONLINE SUBMISSION

California Labor & Workforce Development
Agency (“LWDA”)
(<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

Re: NOTICE PURSUANT TO LABOR CODE §§ 2698, *et seq.*

To Whom It May Concern:

Our office has been retained to represent plaintiff Victor Balderas (“Plaintiff”) and the Aggrieved Employees (defined below) against XCourt, Inc. (the “Company”) for violations of California wage-and-hour laws.

PLEASE TAKE NOTICE that Plaintiff, individually and on behalf of the Aggrieved Employees, gives notice to commence and/or amend a civil action pursuant to California Labor Code §§ 2698, *et seq.*

“Aggrieved Employees” refers to all persons who are or previously were employed by Defendant in California as an hourly, non-exempt employee during the time period of December 3, 2024 until a date as determined by the Court. Plaintiff was employed by Defendant in California from approximately 2020 to September 2025 as a non-exempt employee. Plaintiff contends that Defendant unlawfully failed (and fails) to pay all wages due (including at the correct rate and at termination) -- including minimum wages, overtime wages, premium wages, and sick pay wages; failed (and fails) to provide uninterrupted and compliant meal periods; failed (and fails) to provide uninterrupted and compliant rest periods; failed (and fails) to indemnify necessary business expenses; failed (and fails) to furnish accurate itemized wage statements; and failed (and fails) to keep accurate records. This conduct, as well as the conduct alleged in the incorporated complaint, violates California Labor Code §§ 200-204, 204b, 210, 226, 226.3, 226.7, 233, 245-249, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission Wage Order(s), and are therefore actionable under California Labor Code § 2699.3.

A copy of the complaint by Plaintiff against the Company, which (i) identifies the alleged violations; (ii) details the facts and theories which support the alleged violations; (iii) sets forth the people/entities, violations, events, actions, and the like to the extent known to Plaintiff; and (iv) sets forth the Company’s illegal practices, is attached hereto. This information provides notice to the LWDA of the facts and theories supporting the alleged violations for the Agency’s reference.

December 3, 2025

Page 2

Thus, Plaintiff hereby incorporates the allegations of the attached complaint into this Notice as if fully set forth herein.

This Notice is provided to enable Plaintiff to proceed with a civil action against the Company as authorized by California Labor Code §§ 2699 *et seq.*

Your earliest response to this Notice is greatly appreciated. If the Agency has any questions or needs any further information, please do not hesitate to contact me.

Respectfully,

KV LAW, P.C.

A handwritten signature in blue ink, appearing to read "Kristapor Vartanian", is written over a horizontal line.

Kristapor Vartanian, Esq.

Enclosure

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Attorneys for Plaintiff
Victor Balderas

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CASE NO.

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24 of California. Plaintiff does not seek to recover anything other than penalties as permitted by
25 California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned for
26 wage violations, Plaintiff does not seek underlying general and/or special damages for those
27 violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief, and
28 injunctive relief for Plaintiff and all Aggrieved Employees as permitted by the PAGA.

1 5. Defendants own/owned and/or operate/operated an industry, business, and
2 establishment within the State of California, including Los Angeles County. As such, and based upon
3 all the facts and circumstances incident to Defendants' business in California, Defendants are subject
4 to the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

5 6. Despite these requirements, throughout the statutory period, Defendants maintained a
6 systematic, company-wide policy and practice of:

- 7 a. Failing to pay employees for all hours worked, including all minimum wages and
8 overtime wages in compliance with the California Labor Code and IWC Wage
9 Orders;
- 10 b. Failing to provide employees with timely and duty-free meal periods in compliance
11 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
12 records of all meal periods taken, restricted, interrupted, or missed, and failing to
13 pay an additional hour's pay for each workday a meal period violation occurred;
- 14 c. Failing to provide employees with timely and duty-free rest periods in compliance
15 with the California Labor Code and IWC Wage Orders, and failing to pay an
16 additional hour's pay for each workday a rest period violation occurred;
- 17 d. Failing to provide employees with sick leave (much less pay for sick wages) in
18 compliance with the California Labor Code and IWC Wage Orders;
- 19 e. Failing to indemnify employees for necessary business expenses incurred;
- 20 f. Willfully failing to pay employees all minimum wages, overtime wages, premium
21 wages, and sick pay wages due within the time period specified by California law;
- 22 g. Failing to maintain accurate records of the hours that employees worked; and
- 23 h. Failing to provide employees with accurate, itemized wage statements containing
24 all the information required by the California Labor Code and IWC Wage Orders.

25 7. On information and belief, Defendants, and each of them were on actual and
26 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
27 unlawful policies and practices. Defendants' violations, as alleged above, during all relevant times
28 herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

JURISDICTION AND VENUE

9. This Court has jurisdiction in this matter pursuant to the California Constitution, Article VI, § 10, as the causes of action are premised upon violations of California law.

10. The monetary amounts sought exceed the minimal jurisdiction limits of the Superior Court.

11. This Court has jurisdiction over Defendants because Defendants are citizens of California, employed Plaintiff and other Aggrieved Employees in Los Angeles County, California, have their principal place of business in Los Angeles County, and upon information and belief, they conduct regular and substantial business, and have substantial contacts, in California, and/or otherwise intentionally avail themselves to the California (and Los Angeles County) market so as to render the exercise of jurisdiction in California proper.

12. Pursuant to California Code of Civil Procedure § 395, 393(a) and/or 395.5, venue is proper in this judicial district. Los Angeles County is the proper venue, particularly because Defendants employed Plaintiff and other Aggrieved Employees in Los Angeles County, Defendants maintain offices, have agents, employ individuals and/or transact business in Los Angeles County, and the transactions, occurrences, breaches and/or violations that give rise to this lawsuit occurred within Los Angeles County.

PARTIES

13. Plaintiff is a California resident who has worked for Defendants as an employee in Los Angeles County, California, from approximately 2020 to September 2025.

14. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l Calif., Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on whose behalf the plaintiff files suit is always the real party in

1 interest.”.) To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
2 *Inc.*, 101 Cal. App. 5th 533 (2024) and *Rodriguez v. Packers Sanitation Servs. Ltd.*, 109 Cal. App. 5th
3 69 (2025), the PAGA claim is brought exclusively as a representative action and does not include
4 arbitrable claims.

5 15. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs,
6 if necessary, in order to establish suitable representative(s) pursuant to *Hutcheson v. Superior Court*,
7 74 Cal. App. 5th 923 (2022), *La Sala v. Am. Savings and Loan Ass’n*, 5 Cal.3d 864, 872 (1971), and
8 other applicable law.

9 16. Plaintiff is informed and believes and based upon that information and belief alleges,
10 that Defendant XCourt is:

- 11 a. A corporation with its principal places of business in Los Angeles County,
12 California
- 13 b. A corporation conducting business in the State of California, including in Los
14 Angeles County.
- 15 c. The former employer of Plaintiff, and the current and/or former employer(s) of the
16 Aggrieved Employees. Defendants suffered and permitted Plaintiff and the
17 Aggrieved Employees to work and/or controlled their wages, hours, or working
18 conditions.
- 19 d. At all times alleged herein, Defendants are and were the employers of Plaintiff and
20 the Aggrieved Employees.

21 17. Plaintiff does not currently know the true names or capacities of the persons or entities
22 sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
23 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
24 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
25 forth the true names and capacities of these Defendants when they have been ascertained, together
26 with appropriate charging allegations, as may be necessary.

18. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

19. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the Aggrieved Employees definitions herein, and exercised control over their wages, hours, working conditions, and conditions of employment. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

GENERAL ALLEGATIONS

20. Plaintiff is a California resident who worked for Defendants in Los Angeles County, California, during the statutory period. During the statutory period, Defendants classified Plaintiff as non-exempt from California's overtime requirements, and paid Plaintiff an hourly wage.

21. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with uninterrupted and compliant meal periods or compensation in lieu thereof, failed to provide Plaintiff with uninterrupted and compliant rest periods or compensation in lieu thereof, failed to provide sick leave (or sick pay), failed to maintain accurate records, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all wages to Plaintiff, and failed to furnish accurate wage statements. Plaintiff's experience working for Defendants was typical and illustrative.

1 22. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
2 Employees, to set work rules and conditions governing Plaintiff's and the Aggrieved Employees'
3 employment, and to supervise their daily employment activities.

4 23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
5 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the other
6 Aggrieved Employees.

7 24. Defendants directly hired and paid wages to Plaintiff and the Aggrieved Employees.

8 25. Throughout the statutory period, Plaintiff and other Aggrieved Employees, from time
9 to time, worked over eight (8) hours in a day, and/or forty (40) hours in a week during their
10 employment with Defendants, and were not paid overtime.

11 26. Throughout the statutory period, Defendants maintained a policy and practice of not
12 paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime and
13 minimum wages. Throughout the statutory period, Plaintiff and the Aggrieved Employees were
14 required to work off-the-clock, and uncompensated. For example, Plaintiff and the Aggrieved
15 Employees were at times required to perform job duties after their shifts, and during their meal and/or
16 rest breaks, none of which was compensated. This included servicing and assisting clients and
17 engaging in job duties (*e.g.*, cleaning the gym).

18 27. Throughout the statutory period, Defendants failed to relieve Plaintiff and the
19 Aggrieved Employees of all duties, failed to relinquish control over Plaintiff and the Aggrieved
20 Employees' activities, failed to permit Plaintiff and the Aggrieved Employees a reasonable
21 opportunity to take, and impeded, restricted (including geographically), or discouraged them from
22 taking, thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work.

23 28. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
24 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and
25 the Aggrieved Employees' regular rate of pay when a meal period was missed, shortened, late,
26 interrupted, restricted to the premises and/or otherwise not compliant with the requirements of
27 applicable California law, and they did not receive all meal periods or payment of one additional hour
28

1 of pay at Plaintiff's and the Aggrieved Employees' regular rate of pay when a meal period was not
2 compliant with California law.

3 29. Throughout the statutory period, Defendants failed to provide, authorize, and permit
4 Plaintiff and the Aggrieved Employees to take full, uninterrupted, off-duty, unrestricted (including
5 geographically), and otherwise legally compliant rest periods for every shift lasting three and one-half
6 (3.5) to six (6) hours and/or two full, uninterrupted, off-duty and otherwise legally compliant rest
7 periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty and
8 otherwise legally compliant rest periods for every shift lasting more than ten (10) hours, and failed to
9 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work
10 period.

11 30. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
12 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
13 other Aggrieved Employees' regular rate of pay when a rest period was missed, shortened, late,
14 interrupted, on-duty, restricted to the premises and/or otherwise not compliant with the requirements
15 of applicable California law, and they did not receive all rest periods or payment of one additional
16 hour of pay at Plaintiff's and the other Aggrieved Employees' regular rate of pay when a rest period
17 was not compliant with California law. In fact, as a policy and practice, Defendants forced Plaintiff
18 and the other Aggrieved Employees to work through their rest breaks. Defendants' policy and practice
19 was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in
20 compliance with California law.

21 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that Plaintiff and the Aggrieved Employees were entitled to receive at least
23 minimum wages for compensation and that they were not receiving at least minimum wages for all
24 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective
25 payment of zero dollars per hour for hours Plaintiff and the other Aggrieved Employees worked off
26 the clock performing work duties, including (but not limited to) duties such as those described in
27 herein.

1 32. Throughout the statutory period, Defendants failed to comply with California Labor
2 Code § 246, which provides notice of the amount of paid sick leave available to Plaintiff and the
3 Aggrieved Employees. Under California law, Plaintiff and the Aggrieved Employees were entitled
4 to receive sick leave (and sick pay), which they did not receive.

5 33. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
6 Aggrieved Employees with accurate, itemized wage statements in accordance with California law.
7 The deficiencies included, *inter alia*, the failure to include (i) the accurate total number of hours
8 worked; (ii) the accurate and applicable rates of pay in effect during each pay period and the
9 corresponding number of hours worked at each hourly rate; (iii) the accurate gross wages and net
10 wages earned (including correct hours worked, correct wages earned for hours worked, correct
11 overtime hours worked, correct wages for meal periods that were not provided in accordance with
12 California law, correct wages for rest periods that were not authorized or permitted in accordance with
13 California law, sick pay wages); (iv) accrued sick leave; (v) complete and correct deductions. As a
14 result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
15 Employees suffered injury because, among other things:

- 16 a. the violations led them to believe that they were not entitled to be paid minimum
17 wages, overtime wages, meal period premium wages, and rest period premium
18 wages to which they were entitled, even though they were entitled;
- 19 b. the violations led them to believe that they had been paid the minimum, overtime,
20 meal period premium, and rest period premium wages, even though they had not
21 been;
- 22 c. the violations led them to believe they were not entitled to be paid minimum,
23 overtime, meal period premium, and rest period premium wages at the correct
24 California rate even though they were;
- 25 d. the violations led them to believe they had been paid minimum, overtime, meal
26 period premium, and rest period premium wages at the correct California rate even
27 though they had not been;

- 1 e. the violations hindered them from determining the amounts of minimum, overtime,
2 meal period premium, and rest period premium owed to them;
3 f. the violations hindered them from taking (or believing they are allowed to take)
4 sick leave (or be paid for sick leave);
5 g. in connection with their employment before and during this action, and in
6 connection with prosecuting this action, the violations caused them to have to
7 perform mathematical computations to determine the amounts of wages owed to
8 them, computations they would not have to make if the wage statements contained
9 the required accurate information;
10 h. by understating the wages truly due them, the violations caused them to lose
11 entitlement and/or accrual of the full amount of Social Security, disability,
12 unemployment, and other governmental benefits; and
13 i. the wage statements inaccurately understated the wages, hours, and wages rates to
14 which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the
15 Aggrieved Employees were paid less than the wages and wage rates to which they
16 were entitled.

17 34. Defendants also failed to keep complete and accurate employment and payroll records
18 for Plaintiff and the Aggrieved Employees in accordance with California law, including Cal. Lab.
19 Code §§ 226(a), 1174(d), and the IWC Wage Orders.

20 35. During the statutory period, Defendants failed to pay Plaintiff and the Aggrieved
21 Employees their correct wages owed upon separation from Defendants' employment and accordingly
22 owe waiting time penalties pursuant to Cal. Lab. Code § 203. Further, Plaintiff is informed and
23 believes and based thereon alleges that such failure to pay at the regular rate was willful, such that
24 Plaintiff and Aggrieved Employees whose employment has separated are entitled to waiting time
25 penalties pursuant to Cal. Lab. Code §§ 201-203.

26 36. During the statutory period, Defendants did not reimburse Plaintiff and the Aggrieved
27 Employees for necessary business-related expenses, including (without limitation), personal cell
28 phone expenses (which were used for work purposes), the purchase and maintenance (including

laundrying) of various uniform items (including but not limited to referee uniforms, polos, sweaters, and shoes), and expenses related to work supplies/equipment (including, but not limited to, whistles).

37. Defendants knew or should have known that they had a duty to compensate and reimburse Plaintiff and the Aggrieved Employees pursuant to California law, and that Defendants had the financial ability to pay such compensation and reimbursement, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that they were properly paid all wages and reimbursements, all in order to increase Defendants' profits.

38. All of the conduct and violations alleged herein occurred during the statutory period.

39. Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive certain wages and that they were not receiving accurate compensation for all hours worked.

40. As a result of the above facts, during the relevant time period, Defendants were and continue to be in violation of the California Labor Code, including §§ 200-204, 204b, 210, 226, 226.3, 226.7, 233, 245-249, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804 and the applicable IWC Wage Orders related to these claims arising under the California Labor Code.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties under PAGA)

41. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein

42. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

43. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Section 2699.3.”

3 44. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
4 the following “aggrieved employees” pursuant to PAGA, codified as Labor Code § 2698 *et seq.*:

5 All current and former employees who worked for Defendants in California as hourly, non-
6 exempt employees at any time from one year prior to the postmark date of the initial PAGA
7 notice through the date of trial.

8 45. Plaintiff reserves the right to amend, supplement, or add to this description of the
9 Aggrieved Employees, according to proof.

10 46. Labor Code § 2699.3 sets forth the procedure for commencing an action for civil
11 penalties under the PAGA.

12 47. As alleged, Defendants committed the following violations and are liable for all
13 corresponding civil penalties:

- 14 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197,
15 1197.1, 1198; IWC Wage Orders.
- 16 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
17 Orders.
- 18 c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 233 and 245 through 249.
- 19 d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
20 516, 1198; IWC Wage Orders.
- 21 e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,
22 1198; IWC Wage Orders.
- 23 f. ***Untimely Payment of Wages During Employment and Upon Termination.***
24 Violation of Labor Code §§ 200-204, 204b, 210.
- 25 g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- 26 h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2800, 2802,
27 2804.

1 i. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 1174,
2 1174.5, 1198.5; IWC Wage Orders.

3 j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code §§ 1174; 1174.5
4 IWC Wage Orders.

5 48. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations
6 alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants
7 pursuant to Labor Code §§ 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the
8 extent permitted by law, including under Labor Code § 2699(k).

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for relief
11 and judgment against Defendants, jointly and severally, as follows:

- 12 1. That the Court declare, adjudge and decree that Defendants violated the California Labor
13 Code by failing to pay wages for all hours worked (including minimum wages, overtime
14 wages, and premium wages), failing to provide compliant meal periods or compensation
15 in lieu thereof, failing to provide compliant rest periods or compensation in lieu thereof,
16 failing to maintain accurate records, failing to provide sick leave, failing to reimburse
17 business expenses, and failing to furnish accurate wage statements;
- 18 2. An award of civil penalties available under PAGA;
- 19 3. Pre-judgment and post-judgment interest at the maximum rate allowed;
- 20 4. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
21 permitted by law, associated with the PAGA claims;
- 22 5. Injunctive and declaratory relief to the extent allowed by PAGA; and
- 23 6. Such other and further relief that the Court deems proper.
- 24

25 Date: December __, 2025

KV LAW, P.C.

26 /s/ Kristapor Vartanian

27 By: _____

Kristapor Vartanian

28 *Attorney for Plaintiff*

KV LAW, P.C.

KRISTAPOR VARTANIAN
DIRECT DIAL: (213) 799-3734
E-MAIL: kvartanian@kvlawpc.com

December 11, 2025

VIA CERTIFIED MAIL

XCourt, Inc.
Attn: Charles Seltzer
333 N. Mission Road
Los Angeles, CA 90033

XCourt, Inc.
Attn: Charles Seltzer
11965 Gorham Avenue, Apt. 504
Los Angeles, CA 90049

VIA PRIORITY MAIL

XCourt, Inc.
Attn: Charles Seltzer
11965 Gorham Avenue
Los Angeles, CA 90049

VIA ONLINE SUBMISSION

California Labor & Workforce Development
Agency (“LWDA”)
(<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

Re: NOTICE PURSUANT TO LABOR CODE §§ 2698, *et seq.*

To Whom It May Concern:

Our office has been retained to represent plaintiff Victor Balderas (“Plaintiff”) and the Aggrieved Employees (defined below) against XCourt, Inc. (the “Company”) for violations of California wage-and-hour laws.

PLEASE TAKE NOTICE that Plaintiff, individually and on behalf of the Aggrieved Employees, gives notice to commence and/or amend a civil action pursuant to California Labor Code §§ 2698, *et seq.*

“Aggrieved Employees” refers to all persons who are or previously were employed by Defendant in California as an hourly, non-exempt employee during the time period of December 3, 2024 until a date as determined by the Court. Plaintiff was employed by Defendant in California from approximately 2020 to September 2025 as a non-exempt employee. Plaintiff contends that Defendant unlawfully failed (and fails) to pay all wages due (including at the correct rate and at termination) -- including minimum wages, overtime wages, premium wages, and sick pay wages; failed (and fails) to provide uninterrupted and compliant meal periods; failed (and fails) to provide uninterrupted and compliant rest periods; failed (and fails) to indemnify necessary business expenses; failed (and fails) to furnish accurate itemized wage statements; and failed (and fails) to keep accurate records. This conduct, as well as the conduct alleged in the incorporated complaint,

December 11, 2025

Page 2

violates California Labor Code §§ 200-204, 204b, 210, 226, 226.3, 226.7, 233, 245-249, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission Wage Order(s), and are therefore actionable under California Labor Code § 2699.3.

A copy of the complaint by Plaintiff against the Company, which (i) identifies the alleged violations; (ii) details the facts and theories which support the alleged violations; (iii) sets forth the people/entities, violations, events, actions, and the like to the extent known to Plaintiff; and (iv) sets forth the Company's illegal practices, is attached hereto. This information provides notice to the LWDA of the facts and theories supporting the alleged violations for the Agency's reference. Thus, Plaintiff hereby incorporates the allegations of the attached complaint into this Notice as if fully set forth herein.

This Notice is provided to enable Plaintiff to proceed with a civil action against the Company as authorized by California Labor Code §§ 2699 *et seq.*

Your earliest response to this Notice is greatly appreciated. If the Agency has any questions or needs any further information, please do not hesitate to contact me.

Respectfully,

KV LAW, P.C.



Kristapor Vartanian, Esq.

Enclosure

1 Kristapor Vartanian (SBN 275378)
kvartanian@kvlawpc.com
2 **KV LAW, P.C.**
11400 West Olympic Blvd. Suite 200 #2042
3 Los Angeles, CA 90064
Telephone: (213) 799-3730
4

5 Attorneys for Plaintiff
Victor Balderas

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF LOS ANGELES**

8 Victor Balderas, on behalf of the general public
and the State of California as private attorney
9 general,

10 Plaintiff,

11 vs.

12 XCourt, Inc., a corporation, and DOES 1
through 10, inclusive;

13 Defendants.
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CASE NO.

**PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
LABOR CODE §§ 2698 *et seq.***

1 Plaintiff Victor Balderas (“Plaintiff” or “Balderas”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Private
3 Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) alleges, on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. Plaintiff brings this action against Defendant XCourt, Inc., and Does 1 through 10
8 (Defendants are collectively referred to as “Defendants”) for civil penalties under the PAGA
9 stemming from Defendants’ (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii)
10 failure to provide uninterrupted and compliant meal periods or compensation in lieu thereof; (iv)
11 failure to provide uninterrupted and compliant rest periods or compensation in lieu thereof; (v) failure
12 to provide sick leave; (vi) failure to maintain accurate records; (vii) failure to timely pay wages during
13 employment and upon termination; (viii) failure to indemnify necessary business expenses; and (ix)
14 failure to furnish accurate itemized wage statements.

15 2. Plaintiff is not seeking general and/or special damages, restitution or other damages
16 other than civil penalties. That is, California has enacted PAGA to permit an individual to bring an
17 action on behalf of himself and on behalf of others for PAGA penalties only, which is the precise and
18 sole nature of this action.

19 3. The “Aggrieved Employees” are all current and former employees who worked for
20 Defendants in California as hourly, non-exempt employees at any time from one year prior to the
21 postmark date of the initial PAGA notice through the date of trial.

22 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
23 Plaintiff, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State
24 of California. Plaintiff does not seek to recover anything other than penalties as permitted by
25 California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned for
26 wage violations, Plaintiff does not seek underlying general and/or special damages for those
27 violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief, and
28 injunctive relief for Plaintiff and all Aggrieved Employees as permitted by the PAGA.

1 5. Defendants own/owned and/or operate/operated an industry, business, and
2 establishment within the State of California, including Los Angeles County. As such, and based upon
3 all the facts and circumstances incident to Defendants' business in California, Defendants are subject
4 to the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

5 6. Despite these requirements, throughout the statutory period, Defendants maintained a
6 systematic, company-wide policy and practice of:

- 7 a. Failing to pay employees for all hours worked, including all minimum wages and
8 overtime wages in compliance with the California Labor Code and IWC Wage
9 Orders;
- 10 b. Failing to provide employees with timely and duty-free meal periods in compliance
11 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
12 records of all meal periods taken, restricted, interrupted, or missed, and failing to
13 pay an additional hour's pay for each workday a meal period violation occurred;
- 14 c. Failing to provide employees with timely and duty-free rest periods in compliance
15 with the California Labor Code and IWC Wage Orders, and failing to pay an
16 additional hour's pay for each workday a rest period violation occurred;
- 17 d. Failing to provide employees with sick leave (much less pay for sick wages) in
18 compliance with the California Labor Code and IWC Wage Orders;
- 19 e. Failing to indemnify employees for necessary business expenses incurred;
- 20 f. Willfully failing to pay employees all minimum wages, overtime wages, premium
21 wages, and sick pay wages due within the time period specified by California law;
- 22 g. Failing to maintain accurate records of the hours that employees worked; and
- 23 h. Failing to provide employees with accurate, itemized wage statements containing
24 all the information required by the California Labor Code and IWC Wage Orders.

25 7. On information and belief, Defendants, and each of them were on actual and
26 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
27 unlawful policies and practices. Defendants' violations, as alleged above, during all relevant times
28 herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

JURISDICTION AND VENUE

9. This Court has jurisdiction in this matter pursuant to the California Constitution, Article VI, § 10, as the causes of action are premised upon violations of California law.

10. The monetary amounts sought exceed the minimal jurisdiction limits of the Superior Court.

11. This Court has jurisdiction over Defendants because Defendants are citizens of California, employed Plaintiff and other Aggrieved Employees in Los Angeles County, California, have their principal place of business in Los Angeles County, and upon information and belief, they conduct regular and substantial business, and have substantial contacts, in California, and/or otherwise intentionally avail themselves to the California (and Los Angeles County) market so as to render the exercise of jurisdiction in California proper.

12. Pursuant to California Code of Civil Procedure § 395, 393(a) and/or 395.5, venue is proper in this judicial district. Los Angeles County is the proper venue, particularly because Defendants employed Plaintiff and other Aggrieved Employees in Los Angeles County, Defendants maintain offices, have agents, employ individuals and/or transact business in Los Angeles County, and the transactions, occurrences, breaches and/or violations that give rise to this lawsuit occurred within Los Angeles County.

PARTIES

13. Plaintiff is a California resident who has worked for Defendants as an employee in Los Angeles County, California, from approximately 2020 to September 2025.

14. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l Calif., Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on whose behalf the plaintiff files suit is always the real party in

1 interest.”.) To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
2 *Inc.*, 101 Cal. App. 5th 533 (2024) and *Rodriguez v. Packers Sanitation Servs. Ltd.*, 109 Cal. App. 5th
3 69 (2025), the PAGA claim is brought exclusively as a representative action and does not include
4 arbitrable claims.

5 15. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs,
6 if necessary, in order to establish suitable representative(s) pursuant to *Hutcheson v. Superior Court*,
7 74 Cal. App. 5th 923 (2022), *La Sala v. Am. Savings and Loan Ass’n*, 5 Cal.3d 864, 872 (1971), and
8 other applicable law.

9 16. Plaintiff is informed and believes and based upon that information and belief alleges,
10 that Defendant XCourt is:

- 11 a. A corporation with its principal places of business in Los Angeles County,
12 California
- 13 b. A corporation conducting business in the State of California, including in Los
14 Angeles County.
- 15 c. The former employer of Plaintiff, and the current and/or former employer(s) of the
16 Aggrieved Employees. Defendants suffered and permitted Plaintiff and the
17 Aggrieved Employees to work and/or controlled their wages, hours, or working
18 conditions.
- 19 d. At all times alleged herein, Defendants are and were the employers of Plaintiff and
20 the Aggrieved Employees.

21 17. Plaintiff does not currently know the true names or capacities of the persons or entities
22 sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
23 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
24 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
25 forth the true names and capacities of these Defendants when they have been ascertained, together
26 with appropriate charging allegations, as may be necessary.
27
28

18. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

19. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the Aggrieved Employees definitions herein, and exercised control over their wages, hours, working conditions, and conditions of employment. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

GENERAL ALLEGATIONS

20. Plaintiff is a California resident who worked for Defendants in Los Angeles County, California, during the statutory period. During the statutory period, Defendants classified Plaintiff as non-exempt from California's overtime requirements, and paid Plaintiff an hourly wage.

21. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with uninterrupted and compliant meal periods or compensation in lieu thereof, failed to provide Plaintiff with uninterrupted and compliant rest periods or compensation in lieu thereof, failed to provide sick leave (or sick pay), failed to maintain accurate records, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all wages to Plaintiff, and failed to furnish accurate wage statements. Plaintiff's experience working for Defendants was typical and illustrative.

1 22. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
2 Employees, to set work rules and conditions governing Plaintiff's and the Aggrieved Employees'
3 employment, and to supervise their daily employment activities.

4 23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
5 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the other
6 Aggrieved Employees.

7 24. Defendants directly hired and paid wages to Plaintiff and the Aggrieved Employees.

8 25. Throughout the statutory period, Plaintiff and other Aggrieved Employees, from time
9 to time, worked over eight (8) hours in a day, and/or forty (40) hours in a week during their
10 employment with Defendants, and were not paid overtime.

11 26. Throughout the statutory period, Defendants maintained a policy and practice of not
12 paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime and
13 minimum wages. Throughout the statutory period, Plaintiff and the Aggrieved Employees were
14 required to work off-the-clock, and uncompensated. For example, Plaintiff and the Aggrieved
15 Employees were at times required to perform job duties after their shifts, and during their meal and/or
16 rest breaks, none of which was compensated. This included servicing and assisting clients and
17 engaging in job duties (*e.g.*, cleaning the gym).

18 27. Throughout the statutory period, Defendants failed to relieve Plaintiff and the
19 Aggrieved Employees of all duties, failed to relinquish control over Plaintiff and the Aggrieved
20 Employees' activities, failed to permit Plaintiff and the Aggrieved Employees a reasonable
21 opportunity to take, and impeded, restricted (including geographically), or discouraged them from
22 taking, thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work.

23 28. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
24 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and
25 the Aggrieved Employees' regular rate of pay when a meal period was missed, shortened, late,
26 interrupted, restricted to the premises and/or otherwise not compliant with the requirements of
27 applicable California law, and they did not receive all meal periods or payment of one additional hour
28

1 of pay at Plaintiff's and the Aggrieved Employees' regular rate of pay when a meal period was not
2 compliant with California law.

3 29. Throughout the statutory period, Defendants failed to provide, authorize, and permit
4 Plaintiff and the Aggrieved Employees to take full, uninterrupted, off-duty, unrestricted (including
5 geographically), and otherwise legally compliant rest periods for every shift lasting three and one-half
6 (3.5) to six (6) hours and/or two full, uninterrupted, off-duty and otherwise legally compliant rest
7 periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty and
8 otherwise legally compliant rest periods for every shift lasting more than ten (10) hours, and failed to
9 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work
10 period.

11 30. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
12 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
13 other Aggrieved Employees' regular rate of pay when a rest period was missed, shortened, late,
14 interrupted, on-duty, restricted to the premises and/or otherwise not compliant with the requirements
15 of applicable California law, and they did not receive all rest periods or payment of one additional
16 hour of pay at Plaintiff's and the other Aggrieved Employees' regular rate of pay when a rest period
17 was not compliant with California law. In fact, as a policy and practice, Defendants forced Plaintiff
18 and the other Aggrieved Employees to work through their rest breaks. Defendants' policy and practice
19 was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in
20 compliance with California law.

21 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that Plaintiff and the Aggrieved Employees were entitled to receive at least
23 minimum wages for compensation and that they were not receiving at least minimum wages for all
24 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective
25 payment of zero dollars per hour for hours Plaintiff and the other Aggrieved Employees worked off
26 the clock performing work duties, including (but not limited to) duties such as those described in
27 herein.

1 32. Throughout the statutory period, Defendants failed to comply with California Labor
2 Code § 246, which provides notice of the amount of paid sick leave available to Plaintiff and the
3 Aggrieved Employees. Under California law, Plaintiff and the Aggrieved Employees were entitled
4 to receive sick leave (and sick pay), which they did not receive.

5 33. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
6 Aggrieved Employees with accurate, itemized wage statements in accordance with California law.
7 The deficiencies included, *inter alia*, the failure to include (i) the accurate total number of hours
8 worked; (ii) the accurate and applicable rates of pay in effect during each pay period and the
9 corresponding number of hours worked at each hourly rate; (iii) the accurate gross wages and net
10 wages earned (including correct hours worked, correct wages earned for hours worked, correct
11 overtime hours worked, correct wages for meal periods that were not provided in accordance with
12 California law, correct wages for rest periods that were not authorized or permitted in accordance with
13 California law, sick pay wages); (iv) accrued sick leave; (v) complete and correct deductions. As a
14 result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
15 Employees suffered injury because, among other things:

- 16 a. the violations led them to believe that they were not entitled to be paid minimum
17 wages, overtime wages, meal period premium wages, and rest period premium
18 wages to which they were entitled, even though they were entitled;
- 19 b. the violations led them to believe that they had been paid the minimum, overtime,
20 meal period premium, and rest period premium wages, even though they had not
21 been;
- 22 c. the violations led them to believe they were not entitled to be paid minimum,
23 overtime, meal period premium, and rest period premium wages at the correct
24 California rate even though they were;
- 25 d. the violations led them to believe they had been paid minimum, overtime, meal
26 period premium, and rest period premium wages at the correct California rate even
27 though they had not been;

- 1 e. the violations hindered them from determining the amounts of minimum, overtime,
2 meal period premium, and rest period premium owed to them;
3 f. the violations hindered them from taking (or believing they are allowed to take)
4 sick leave (or be paid for sick leave);
5 g. in connection with their employment before and during this action, and in
6 connection with prosecuting this action, the violations caused them to have to
7 perform mathematical computations to determine the amounts of wages owed to
8 them, computations they would not have to make if the wage statements contained
9 the required accurate information;
10 h. by understating the wages truly due them, the violations caused them to lose
11 entitlement and/or accrual of the full amount of Social Security, disability,
12 unemployment, and other governmental benefits; and
13 i. the wage statements inaccurately understated the wages, hours, and wages rates to
14 which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the
15 Aggrieved Employees were paid less than the wages and wage rates to which they
16 were entitled.

17 34. Defendants also failed to keep complete and accurate employment and payroll records
18 for Plaintiff and the Aggrieved Employees in accordance with California law, including Cal. Lab.
19 Code §§ 226(a), 1174(d), and the IWC Wage Orders.

20 35. During the statutory period, Defendants failed to pay Plaintiff and the Aggrieved
21 Employees their correct wages owed upon separation from Defendants' employment and accordingly
22 owe waiting time penalties pursuant to Cal. Lab. Code § 203. Further, Plaintiff is informed and
23 believes and based thereon alleges that such failure to pay at the regular rate was willful, such that
24 Plaintiff and Aggrieved Employees whose employment has separated are entitled to waiting time
25 penalties pursuant to Cal. Lab. Code §§ 201-203.

26 36. During the statutory period, Defendants did not reimburse Plaintiff and the Aggrieved
27 Employees for necessary business-related expenses, including (without limitation), personal cell
28 phone expenses (which were used for work purposes), the purchase and maintenance (including

laundrying) of various uniform items (including but not limited to referee uniforms, polos, sweaters, and shoes), and expenses related to work supplies/equipment (including, but not limited to, whistles).

37. Defendants knew or should have known that they had a duty to compensate and reimburse Plaintiff and the Aggrieved Employees pursuant to California law, and that Defendants had the financial ability to pay such compensation and reimbursement, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that they were properly paid all wages and reimbursements, all in order to increase Defendants' profits.

38. All of the conduct and violations alleged herein occurred during the statutory period.

39. Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive certain wages and that they were not receiving accurate compensation for all hours worked.

40. As a result of the above facts, during the relevant time period, Defendants were and continue to be in violation of the California Labor Code, including §§ 200-204, 204b, 210, 226, 226.3, 226.7, 233, 245-249, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804 and the applicable IWC Wage Orders related to these claims arising under the California Labor Code.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties under PAGA)

41. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein

42. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

43. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Section 2699.3.”

3 44. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
4 the following “aggrieved employees” pursuant to PAGA, codified as Labor Code § 2698 *et seq.*:

5 All current and former employees who worked for Defendants in California as hourly, non-
6 exempt employees at any time from one year prior to the postmark date of the initial PAGA
7 notice through the date of trial.

8 45. Plaintiff reserves the right to amend, supplement, or add to this description of the
9 Aggrieved Employees, according to proof.

10 46. Labor Code § 2699.3 sets forth the procedure for commencing an action for civil
11 penalties under the PAGA.

12 47. As alleged, Defendants committed the following violations and are liable for all
13 corresponding civil penalties:

- 14 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197,
15 1197.1, 1198; IWC Wage Orders.
- 16 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
17 Orders.
- 18 c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 233 and 245 through 249.
- 19 d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
20 516, 1198; IWC Wage Orders.
- 21 e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,
22 1198; IWC Wage Orders.
- 23 f. ***Untimely Payment of Wages During Employment and Upon Termination.***
24 Violation of Labor Code §§ 200-204, 204b, 210.
- 25 g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- 26 h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2800, 2802,
27 2804.

1 i. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 1174,
2 1174.5, 1198.5; IWC Wage Orders.

3 j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code §§ 1174; 1174.5
4 IWC Wage Orders.

5 48. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations
6 alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants
7 pursuant to Labor Code §§ 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the
8 extent permitted by law, including under Labor Code § 2699(k).

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for relief
11 and judgment against Defendants, jointly and severally, as follows:

- 12 1. That the Court declare, adjudge and decree that Defendants violated the California Labor
13 Code by failing to pay wages for all hours worked (including minimum wages, overtime
14 wages, and premium wages), failing to provide compliant meal periods or compensation
15 in lieu thereof, failing to provide compliant rest periods or compensation in lieu thereof,
16 failing to maintain accurate records, failing to provide sick leave, failing to reimburse
17 business expenses, and failing to furnish accurate wage statements;
- 18 2. An award of civil penalties available under PAGA;
- 19 3. Pre-judgment and post-judgment interest at the maximum rate allowed;
- 20 4. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
21 permitted by law, associated with the PAGA claims;
- 22 5. Injunctive and declaratory relief to the extent allowed by PAGA; and
- 23 6. Such other and further relief that the Court deems proper.
- 24

25 Date: December __, 2025

KV LAW, P.C.

26 /s/ Kristapor Vartanian

27 By: _____

Kristapor Vartanian

28 *Attorney for Plaintiff*