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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MARTIR VILLANUEVA AMAYA, an individual, in his representative capacity on behalf of State of California and fellow Aggrieved Employees,

Plaintiff,

v.

INDUSTRY PALLET SERVICE, INC., a Corporation; and DOES 1-20, inclusive,

Defendants.

Case No.: 26STCV26991

COMPLAINT FOR DAMAGES AND PENALTIES UNDER PAGA :

1. Failure to Pay Minimum Wage (Labor §§ 558, 1194 *et seq.*, 1197, 1197.1, 1198, IWC Wage Order);
2. Failure to Pay Overtime Wages (Labor Code §§ 510, 558, 1194 *et seq.*, 1197.1, 1198, IWC Wage Order);
3. Failure to Provide Meal Periods (California Labor Code §§ 226.7 and 512(a));
4. Failure to Provide Rest Periods (California Labor Code § rte226.7);
5. Failure to Furnish Accurate Wage Statements (California Labor Code § 226);
6. Failure To Pay Wages Earned on Regular Pay Period;
7. Waiting Time Penalties (California Labor Code §§ 201-203);
8. Failure to Reimburse for Business Expenditures and Losses (Violation of Labor Code § 2802);
9. Unfair Business Practices (Business and Professionals Code §§ 17200, *et seq.*).; and
10. Civil Penalties Under the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).

JURY TRIAL REQUESTED

Plaintiff Martir Villanueva Amaya ("Plaintiff brings this action individually and on behalf of the State of California and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act ("PAGA"), and alleges the following:

I. INTRODUCTION

1. Plaintiff brings this action to remedy wage-and-hour violations by Defendant Industry Pallet Service, Inc., and Does 1 through 20 (collectively, the "Defendants"). For at least four years prior to the filing of this Complaint and through the present, Defendants have engaged in a uniform policy and systematic scheme of wage abuse against Plaintiff in violation of applicable California laws, including, without limitation, failing to provide meal and rest breaks, failing to pay minimum and overtime wages, failing to provide accurate wage statements, and failing to pay all earned wages upon separation of employment.

II. THE PARTIES

2. **Defendant Industry Pallet Service, Inc.** ("Industry Pallet") an American pallet recycling company and is located in City of Industry, California. It conducted and continues to conduct substantial business in the State of California. At all times mentioned herein, Defendant was and is an employer covered by the California Labor Code and the California Industrial Welfare Commission Wage Order.

3. Plaintiff is unaware and ignorant of the true names and capacities of defendants sued herein as **Does 1 through 20**, inclusive, and for that reason sues said defendant by such fictitious names (the "Doe Defendants").

4. Pursuant to Defendant Industry Pallet's Statement of Information filed with the California Secretary of State, Salvador Cortez Jr. is a Director and the Chief Executive Officer of Industry Pallet, Erika Cortez is a Director and the Secretary of Industry Pallet, and Ivan Cortez is a Director and the Chief Financial Officer of Industry Pallet. And they are therefore each liable for the claims alleged herein pursuant to California Labor Code § 558.1, because they are each an "other person" acting on behalf of Defendant Industry Pallet, who violates or causes to be violated certain Labor Code Sections herein.

5. At all times herein relevant, Defendants Industry Pallet and the Doe Defendants,

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and each of them, were the agents, partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at times relevant hereto were acting with the course and cope of theirs authority as such agents, partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, and all acts or omissions alleges herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein. Plaintiff is informed and believes, and based thereon alleges that the acts of each Defendant are legally attributable to the other Defendants.

6. Plaintiff is informed and believes, and based thereon alleges that each of the Doe Defendants are legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff as alleges in this Complaint. Plaintiff will file and serve an amendment to this Complaint alleging the true names and capacities of the Doe Defendant when such true names, capacities, and involvement is ascertained.

7. **Plaintiff Martir Villanueva Amaya** was employed by Defendants from approximately January 27, 2025 to May 2026 as a Pallets Manufacturer and was paid in whole or in part on an hourly basis. Plaintiff Martir Villanueva Amaya is an individual residing in the County of Los Angeles, California.

8. At all times relevant to this Complaint, Defendants exercised control over the wages, hours, and working conditions of Plaintiff; suffered and permitted Plaintiff to work; and otherwise engaged Plaintiff to work, so as to create an employer-employee relationship between Defendants and Plaintiff. At all relevant times, Defendants were "employers" of Plaintiff within the meaning of all applicable California state laws.

III. JURISDICTION AND VENUE

9. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

10. This Court has jurisdiction over this action under the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specifically

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grant jurisdiction to any other court, and the issues are based solely on California statutes and law, including the California Labor Code, California Industrial Welfare Commission ("IWC") Wage Orders, California Code of Civil Procedure, California Civil Code, and the California Business and Professions Code.

11. The California Superior Court has jurisdiction over Defendants, because they are citizens of California, have sufficient minimum contacts in California, and otherwise intentionally available themselves to the California market, including establishing its principal place of business and transacting business in California.

12. Venue is proper in this Court, because the Defendants own and operate their company and otherwise transact business in the County of Los Angeles. And during all relevant time periods, Plaintiff was employed by Defendants in the County of Los Angeles.

IV. FACTUAL BACKGROUND

13. At all relevant times set forth in this Complaint, Defendants employed Plaintiff as an hourly, non-exempt employees.

14. Plaintiff was covered under one or more IWC Wage Orders, California Labor Code provisions relating to wage-and-hour laws, and other applicable wage orders, regulations, and statutes, which imposed an obligation on the part of Defendants, among other things, to provide uninterrupted meal and rest periods, to pay overtime wages, to pay wages for all hours worked, to pay all wages due at separation of employment, and to provide accurate wage statements.

15. Plaintiff is informed and believes, and based thereon alleges that Defendants engaged in a uniform policy and systematic scheme of wage abuse against Plaintiff, including, without limitation, depriving Plaintiff of uninterrupted thirty-minute meal periods for work periods of at least five hours; depriving Plaintiff of ten-minute rest periods for work periods of four hours or major fractions; failing to compensate Plaintiff for all hours worked, including overtime wages; failing to provide timely, accurate itemized wage statements; and failing to pay, within the time constraints imposed by applicable laws, all earned compensation at separation of employment.

16. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to provide Plaintiff the required meal periods or payment of one additional hour of pay at

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Plaintiff's regular rate of pay when a meal break was missed during the relevant time period. This was a result of Defendants' uniform policy and practice of failing to relieve Plaintiff from his job duties. As a result of Defendants' demanding deadlines, Plaintiff was required to perform work as ordered by Defendants for more than five hours during a shift without receiving a meal break. Specifically, Defendants regularly and systematically schedule Plaintiff's meal breaks after his fifth hour of work. Defendants had no policy, procedure, or practice for Plaintiff to report missed meal periods or recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of additional wages for each workday that the meal break was not provided.

17. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to provide Plaintiff rest periods of at least ten minutes per four hours worked, or major fraction thereof, and failed to pay Plaintiff one hour of additional wages at Plaintiff's regular rate of pay when a rest break was not provided during the relevant time period. Defendants had no policy, procedure, or practice for Plaintiff to report missed rest breaks or recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of additional wages for each workday that the rest break was not provided.

18. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to provide Plaintiff wages, including overtime wages, for all hours worked, meaning the time during which Plaintiff was subject to the control of Defendants, including all the time he was suffered or permitted to work. This was a result of Defendants' uniform policy and practice of requiring Plaintiff to work off-the-clock without paying him for all the time he was under Defendants' control. Plaintiff was entitled to receive compensation for all hours worked, and he did not receive compensation for all hours worked. Plaintiff worked over eight hours in a day, and/or forty hours in a week during his employment with Defendants and Defendants failed to pay overtime wages to Plaintiff for all hours worked more than eight hours in a day and/or forty hours per week.

19. Plaintiff is informed and believes, and based thereon alleges that Defendants have unlawfully failed to provide timely, accurate, itemized wage statements to Plaintiff.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendants regularly failed to timely pay him wages at least twice each month.

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V. PAGA REPRESENTATIVE ACTION ALLEGATIONS

21. At all relevant times, PAGA was applicable to Plaintiff and his employment with Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code. As an alternative, these civil penalties may be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees.

22. Plaintiff and other employees of Defendants are "aggrieved employees" as defined by PAGA, because they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

23. On or about May 29, 2026, Plaintiff gave written notice of Defendants' violations of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

24. The LWDA did not provide notice of its intention to investigate Defendants' violations within 65 calendar days of the May 29, 2026 Notice.

25. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover civil penalties against Defendants, in addition to the other remedies, for violations of California Labor Code §§ 201-203, 226.7, 227.3, 351, 510, 512, 551, 552, 1194 *et seq.*, 1197, 1198, and 2802 and the applicable IWC Wage Order.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wage

(Violation of Labor Code §§ 558, 1194 *et seq.*, 1197, 1197.1, 1198, IWC Wage Order)

(By Plaintiff Against Each Defendant)

26. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though set forth fully herein.

27. California Labor Code § 204, the IWC Wage Orders, and other applicable laws and regulations, provide that an employer must timely pay its employees for all hours worked.

28. California Labor Code § 1197 further provides, "The minimum wage for employees

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fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

29. California Labor Code § 1194 establishes an employee's right to recover unpaid wages, including interest, and the cost of suit. California Labor Code § 1198 further provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

30. Defendants maintained and enforced policies and practices of refusing to pay Plaintiff for all hours worked. Defendants required Plaintiff to work without compensating him for all hours worked as required by the California Labor Code and the applicable IWC Wage Order.

31. Defendants thus required Plaintiff to work under conditions prohibited by order of the IWC, in violation of those orders.

32. Defendants deprived Plaintiff of his rightfully earned minimum wage compensation, as a direct and proximate result of Defendants' failure to pay said compensation. Under California Labor Code § 1194, Plaintiff is entitled to recover such amounts, plus interest thereon, reasonable attorneys' fees, and costs. In addition, under California Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest thereon. Plaintiff is further entitled to attorneys' fees pursuant to California Code of Civil Procedure § 1021.5, and pursuant to Labor Code § 2699(g)(1).

33. Furthermore, California Labor Code § 1197.1 provides for a civil penalty to be assessed against any employer or other person acting on behalf of an employer who fails to pay a wage less than the minimum fixed by law.

34. At all times relevant herein, Defendants' routine and systematic practice of failing to pay Plaintiff a fixed sum of $50.00 per day resulted in a failure to pay employee wages at the minimum fixed by law.

35. As a result of Defendants' failure to pay minimum wage, Plaintiff are entitled to recover a penalty of $100.00 for the initial violation for each underpaid employee for each pay period for which each employee was underpaid and $250 for each subsequent violation for each underpaid employee for each pay period for which each employee was underpaid.

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SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

(Violation of Labor Code §§ 510, 558, 1194 et seq., 1197.1, 1198, IWC Wage Order)

(By Plaintiff Against Each Defendant)

36. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though set forth fully herein.

37. California Labor Code § 204, the IWC Wage Orders, and other applicable laws and regulations, provide that an employer must timely pay its employees for all hours worked.

38. California Labor Code § 510 further provides that employees in California shall be employed more than eight hours per workday unless they receive additional compensation beyond their regular wages in amounts specified by law.

39. California Labor Code § 1194 establishes an employee's right to recover unpaid wages, including overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

40. Defendants maintained and enforced policies and practices of refusing to pay Plaintiff for all hours worked. Defendants employed Plaintiff for more than eight hours per day and more than 40 hours per workweek during the operative timeframe, but Defendants failed to pay Plaintiff the correct applicable overtime rate for the number of overtime hours he worked as required by the California Labor Code and the applicable IWC Wage Order.

41. Defendants thus required Plaintiff to work under conditions prohibited by order of the IWC, in violation of those orders.

42. Defendants deprived Plaintiff of his rightfully earned minimum wage compensation, including overtime compensation, as a direct and proximate result of Defendants' failure to pay said compensation. Under California Labor Code § 1194, Plaintiff is entitled to recover such amounts, plus interest thereon, reasonable attorneys' fees, and costs.

43. Defendants owe Plaintiff overtime wages, has failed and refused, and continues to fail and refuse, to pay the overtime wages owed. Additionally, Defendants did not include all the required compensation in calculating the overtime rate of Plaintiff.

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44. Defendants' failure to pay Plaintiff such premium overtime compensation and their miscalculation of the regular rate of pay violates the provisions of California Labor Code § 510 and § 1198, and the applicable IWC Wage Order and is therefore unlawful. Pursuant to California Labor Code § 1194, Plaintiff is entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees. In addition, under California Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest thereon. Plaintiff is further entitled to attorneys' fees pursuant to California Code of Civil Procedure § 1021.5, and pursuant to Labor Code § 2699(g)(1).

45. Pursuant to Labor Code § 558, Plaintiff is entitled to recover a penalty of $50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure to compensate employees at the statutory double time rates for any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day of a workweek in addition to any underpaid wages; and $100.00 for each subsequent failure to compensate employees at the statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure to compensate employees at the statutory double time rates for any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day of a workweek in addition to any underpaid wages.

46. As a proximate result of Defendants' failure to pay overtime and/or double time wages as alleged above, Plaintiff is entitled to recover from Defendants' penalties pursuant to section 558 in an amount as may be established according to proof at trial.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(Violation of Labor Code §§ 226.7, 512, IWC Wage Order)

(By Plaintiff Against Each Defendant)

47. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though set forth fully herein.

48. Plaintiff regularly worked greater than five hours and on occasion greater than ten hours per day. Pursuant to California Labor Code § 512, an employer may not employ someone

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for a shift of more than five hours without providing him or her with a meal period of not less than thirty minutes or for more than ten hours without providing him or her with a second meal period of not less than thirty minutes.

49. Despite the requirements of the applicable IWC Wage Order and California Labor Code §§ 512 and 226.7, Defendants had a policy and practice of not providing Plaintiff with timely, uninterrupted first meal periods, and was similarly not provided with a second meal period to the extent such should have been provided.

50. Defendants failed to provide Plaintiff all required meal breaks of not less than 30 minutes pursuant to the applicable IWC Wage Order.

51. Pursuant to California Labor Code § 226.7, Plaintiff is entitled to recover one hour of premium pay for each day in which a lawful meal period was not provided. Plaintiff is further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs relating to his claims for civil penalties.

52. Additionally, as a proximate result of Defendants' failure to provide meal breaks, Plaintiff is entitled to recover from Defendants' penalties pursuant to California Labor Code § 558 in an amount as may be established according to proof at trial

FOURTH CAUSE OF ACTION
Failure to Provide Rest Periods
(Violation of Labor Code §§ 226.7, IWC Wage Order)
(By Plaintiff Against Each Defendant)

53. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though set forth fully herein.

54. Pursuant to the applicable IWC Wage Order, "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each 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 worked or major fraction thereof. . . . Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages." California Labor Code § 226.7(a) prohibits an employer from

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requiring any employee to work during any rest period mandated by an applicable order of the IWC. Under these laws, Defendants were required to authorize and permit Plaintiff to take rest periods, based upon the total hours worked at a rate of ten minutes' net rest per four hours, or major fraction thereof, with no deduction from wages.

55. Despite these requirements of the applicable IWC Wage Order, Defendants had a policy and practice of failing to authorize and provide Plaintiff with ten-minute rest periods for every four hours worked, or major fraction thereof.

56. Pursuant to Labor Code § 226.7, Plaintiff is entitled to recover one hour of premium pay for each day in which a rest period was not provided. Plaintiff is further entitled to attorneys' fees pursuant to California Code of Civil Procedure § 1021.5, and pursuant to California Labor Code § 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs relating to his claims for civil penalties.

57. Additionally, as a proximate result of Defendants' failure to provide rest breaks, Plaintiff is entitled to recover from Defendants' penalties pursuant to California Labor Code § 558 in an amount as may be established according to proof at trial.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Wage Statements

(Violation of California Labor Code §§ 226 & 226.3, IWC Wage Order)

(By Plaintiff Against Each Defendant)

58. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though set forth fully herein.

59. California Labor Code § 226(a) and IWC Wage Order require employers semimonthly or at the time of each payment of wages to furnish each employee with a statement itemizing, among other things, all applicable hourly rates. Labor Code § 226(b) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, among other things, all applicable hourly rates, then the employee is entitled to recover the greater of all actual damages or fifty dollars for the initial violation and one hundred dollars for each subsequent violation, up to four thousand dollars.

60. Defendants knowingly and intentionally failed to furnish Plaintiff with timely, itemized

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statements as required by California Labor Code § 226(a) and IWC Wage Order. As a result, Defendants are liable to Plaintiff in the amounts provided by Labor Code § 226(b) and for penalties, and attorneys' fees.

SIXTH CAUSE OF ACTION

Failure to Pay Wages Earned on Regular Pay Period

(Violation of Labor Code §§ 204, 210)

(By Plaintiff Against Each Defendant)

61. Plaintiff incorporates by reference and re-allege paragraphs set forth above as though set forth fully herein.

62. California Labor Code § 204 provides that "all wages, other . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular payday."

63. California Labor Code § 204 provides that "labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

64. At all relevant times, Plaintiff was an employee covered by California Labor Code § 204.

65. Plaintiff is informed and believes and based thereon alleges that Defendants knowingly and intentionally failed to pay Plaintiff his wages on a regular pay period.

66. Plaintiff is informed and believes and based thereon alleges that he performed labor for Defendants between the 1st and 15th of the month, but Defendants paid him after the 26th day of the month

67. Plaintiff is informed and believes and based thereon alleges that he performed labor for Defendants between the 16th and last day of the month, but Defendants paid him after the 10th day of the following month.

68. As a result, Defendants violated California Labor Code § 204 and are liable to Plaintiff for attorney's fees, costs, and penalties pursuant California Labor Code § 210, including

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but not limited to an additional 25 percent of the amount unlawfully withheld, and are further liable for any unpaid wages, with interest, attorney's fees, costs, penalties, all in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION

Failure to Pay Wages When Due and Waiting Time Penalties
(Violation of Labor Code §§ 200-203, IWC Wage Order)
(By Plaintiff Against Each Defendant)

69. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein.

70. Sections 201 and 202 of the California Labor Code requires that Defendants pay employees all wages due immediately if Defendants discharged an employee, and within 72 hours if an employee quits his or her employment. Section 203 of the California Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a sanction and amount owed, continue to pay that employee's wages until the back wages are paid in full or an action is commenced. The sanction and amount owed cannot exceed 30 days of wages.

71. Plaintiff is informed and believes that Plaintiff was terminated from his employment with Defendants and has not received all forms of wages earned, including, but not limited to, compensation for non-provided meal and rest periods. In addition, Plaintiff resigned but Defendants have not unconditionally paid his earned wages upon separation of employment within the time frame mandated by California Labor Code §§ 201 and 202. Defendants' conduct in this regard has been willful.

72. Defendants willfully refused and continue to refuse to pay Plaintiff all wages earned in a timely manner as required by California Labor Code § 203.

73. As a consequence of Defendants' willful conduct in not paying all earned wages, Plaintiff is entitled to 30 days of wages under California Labor Code § 203 for failure to pay legal wages.

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EIGHTH CAUSE OF ACTION

Failure to Reimburse for Business Expenditures and Losses

(Violation of Labor Code § 2802)

(By Plaintiff and the Against Each Defendant)

74. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein.

75. Pursuant to California Labor Code § 2802(a), "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

76. As a pattern and practice, Defendants regularly failed to reimburse and indemnify Plaintiff for business expenses, including without limitation, personal phone.

77. Pursuant to California Labor Code § 2802, Plaintiff is entitled to recover unreimbursed business expenses. As a proximate result of these violations, Plaintiff has been damaged in an amount according to proof at time of trial. Pursuant to California Labor Code § 2802(c), Plaintiff is also entitled to recover interest, costs, and attorneys' fees. Plaintiff is further entitled to attorneys' fees pursuant to California Code of Civil Procedure §1021.5, and pursuant to California Labor Code § 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs relating to their claims for civil penalties.

NINTH CAUSE OF ACTION

Unfair Competition

(Violation of California Business and Professions Code § 17200, *et seq.*)

(By Plaintiff Against Each Defendants)

78. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein.

79. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on the violation of any state or federal law. Defendants' policies, activities, and actions as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq.* Defendants have engaged and continue to engage in unfair and unlawful business practices in California by

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practicing, employing, and utilizing the employment practices outlined above, including and failing to provide meal and rest breaks in violation of the applicable IWC Wage Order and California Labor Code.

80. Plaintiff has also been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

81. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, Defendants' competitors, and the public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

82. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during the relevant time period; an award of attorneys' fees pursuant to California Labor Code § 1194; and California Code of Civil Procedure § 1021.5; interest; and an award of costs.

83. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on the violation of any state or federal law. Defendants' policies, activities, and actions as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq.* Defendants have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, including failing to provide meal and rest breaks in violation of the applicable IWC Wage Order and California Labor Code.

84. Plaintiff has also been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

85. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, Defendants' competitors, and the public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

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86. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during the relevant time period; an award of attorneys' fees pursuant to California Labor Code § 1194; and California Code of Civil Procedure § 1021.5; interest; and an award of costs.

TENTH CAUSE OF ACTION

Private Attorney General Act

(California Labor Code §§ 2698, *et seq.* [PAGA])

(By Plaintiff and Other Aggrieved Employees Against Defendants)

87. Plaintiff incorporates by reference and re-allege paragraphs set forth above as though set forth fully herein.

88. PAGA authorizes an aggrieved employee, on behalf of himself or other current or former employees, to bring a civil action to recover civil penalties against his or her employer pursuant to the procedures specified in California Labor Code § 2699.3. Plaintiff is an aggrieved employee within the meaning of PAGA, and pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of himself and other similarly aggrieved persons who are, or were employed, by Defendants and against whom one or more of the alleged violations were committed. If the employee prevails as private attorney general, the employer may be subject to civil penalties, of which the aggrieved employee is entitled to 35 percent.

89. Plaintiff has complied with the procedures for bringing suit under PAGA. Specifically, on or about May 29, 2026, Plaintiff gave written notice of Defendants' violations – including the facts and theories to support the violations – of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

90. Pursuant to California Labor Code § 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the California Labor Code within 60 days of the date of the complainant's written notice and more than 65 days have passed since the notice and the LWDA did not provide the parties notice that it intended to investigate his claims.

91. During the applicable time period preceding the filing of Plaintiff's notice to the

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LWDA, Defendants violated California Labor Code §§ 201-203, 226, 226.7, 512(a), 1194, 1198, and 2802, and the applicable IWC Wage Order provisions, as alleged in more detail above.

92. Pursuant to California Labor Code §§ 2699(a) and (f), and 2699.5, and 2699(g)(1), Plaintiff and similarly aggrieved employees are entitled to an award of reasonable attorneys' fees and costs. To that end, Plaintiff seeks all relief entitled under PAGA for any penalties assessed against Defendants as a result of Defendants' California Labor Code violations, plus attorneys' fees and costs.

V. PRAYER FOR RELIEF

Wherefore, Plaintiff prays for an award and judgment against Defendants jointly and severally, as follows:

1. For compensatory damages;
2. For general damages;
3. For applicable penalties;
4. For injunctive relief on applicable causes of action;
5. For an award of interest, including prejudgment interest, at the legal rate;
6. For an award of attorneys' fees on the applicable causes of action;
7. For costs of suit incurred; and
8. For such other and further relief as the Court deems appropriate.

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KJT LAWGROUP LLP
230 N. Maryland Ave. Suite 306
Glendale, CA 91206

DEMAND FOR JURY TRIAL

Plaintiff hereby demand a jury trial in this matter on all matters triable to a jury.

Dated: August 26, 2026

KJT LAW GROUP, LLP
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Caspar Jivalagian, Esq.
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