

LOYR, APC

YOUNG W. RYU, ESQ. (SBN 266372)

young.ryu@loywr.com

ZACHARIAH E. MOURA, ESQ. (SBN 279508)

zach.moura@loywr.com

KEE S. MAH, ESQ. (SBN 345736)

kee.mah@loywr.com

HARLEY M. PHLEGER, ESQ. (SBN 351851)

harley.phleger@loywr.com

1055 West 7th Street, Suite 2290

Los Angeles, California 90017

Tel: (213) 318-5323

Fax: (800) 576-1170

Attorneys for Plaintiff RYAN LEAGUE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

RYAN LEAGUE, individually and on
behalf of all individuals similarly situated,

Plaintiff,

vs.

KRYMIS PRODUCTIONS LLC, a
California corporation; JAY KRYMIS, an
individual; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 24STCV27391

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- 1. FAILURE TO COMPENSATE ALL HOURS
WORKED IN VIOLATION OF THE
APPLICABLE INDUSTRIAL WELFARE
COMMISSION ORDER AND CAL. LABOR
CODE §§ 200, 226, 500, 510, 1194, 1197, AND
1198;**
- 2. MISSED MEAL AND REST BREAKS IN
VIOLATION OF CAL. LABOR CODE §§ 200,
226.7, 512, 516, 558, and 1198;**
- 3. FAILURE TO PROVIDE PROPER WAGE
STATEMENTS IN VIOLATION OF CAL.
LABOR CODE § 226;**
- 4. FAILURE TO PAY COMPENSATION UPON
SEPARATION OF EMPLOYMENT IN
VIOLATION OF CAL. LABOR CODE § 201-
203;**
- 5. VIOLATIONS OF CAL. B&P CODE §§ 17200,
ET SEQ.;**

**6. VIOLATION OF LABOR CODE §§ 2698, ET
SEQ. (“PAGA”)**

DEMAND FOR JURY TRIAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff RYAN LEAGUE, an individual and on behalf of all individuals similarly situated
2 (“Plaintiff”), hereby brings this First Amended Class Action Complaint for Damages against
3 Defendants KRYMIS PRODUCTIONS LLC (“PRODUCTIONS”), a California corporation; JAY
4 KRYMIS (“KRYMIS”), an individual; and DOES 1 through 50, inclusive, (collectively,
5 “Defendants”) and states and alleges as follows:

6 **THE PARTIES**

7 1. Plaintiff was, at all times relevant to this Complaint, an adult individual living and
8 working in Los Angeles County, California.

9 2. At all times relevant to this Complaint, Defendant PRODUCTIONS is and was a
10 California limited liability company operating a business within the State of California, specifically
11 in the County of Los Angeles.

12 3. At all times relevant to this Complaint, Defendant KRYMIS is and was an individual,
13 and the manager of PRODUCTIONS.

14 4. Plaintiff is unaware of the true names or capacities of Defendants sued herein under
15 the fictitious names DOES 1–50 but prays for leave to amend and serve such fictitiously named
16 Defendants pursuant to California Code of Civil Procedure section 474 once their names and
17 capacities become known.

18 5. Plaintiff is informed and believes, and thereon alleges, that DOES 1–50 are the
19 partners, agents, owners, shareholders, managers, principals or employees of Defendants and/or were
20 acting on behalf of Defendants.

21 6. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
22 omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1–50, each
23 acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and
24 all Defendants were in accordance with, and represent the policy of, all Defendants.

25 7. At all times herein mentioned, Defendants, and each of them, ratified each and every
26 act or omission complained of herein. At all times herein mentioned, Defendants, and each of them,
27 aided and abetted the acts and omissions of each and all of the other Defendants in proximately
28 causing the damages herein alleged.

8. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein.

JURISDICTION

9. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiff's claims took place in Los Angeles County, California, as Plaintiff was employed by Defendants in Los Angeles County, California, and Defendants transact business in this County.

10. This Court has jurisdiction over Defendants because Defendants have sufficient minimum contacts with and regularly conduct business within the State of California, specifically in the County of Los Angeles.

ALTER EGO, AGENCY, AND JOINT EMPLOYER

11. KRYMIS owned and/or controlled the businesses operated by PRODUCTIONS, and furthermore, KRYMIS exercised control over the labor practices of each and every one of the employees (inclusive of Plaintiff) of each and every one of their said interests, and caused the violations at issue in this Complaint.

12. Based on the foregoing allegations, KRYMIS, in fact, caused violations at-issue in this Complaint, thereby creating individual liability under Labor Code § 558.1.

13. Pursuant to the provisions of Labor Code § 558, the liability of KRYMIS would include any and all amounts sufficient to recover any and all missed meal and rest break premiums and unpaid wages to Plaintiff and the Class Members.

14. As further referenced herein below, the viability of obtaining liability of individuals by this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th 1075, 1089 where the court noted that individual liability against non-employers could be obtained through the use of § 558.

15. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between PRODUCTIONS, KRYMIS, and DOES 1-50 that the individuality and separateness of defendants has ceased to exist.

1 16. Plaintiff is informed and believes, and based thereon alleges, that despite the
2 formation of purported corporate existence, PRODUCTIONS, KRYMIS and DOES 1-50 are, in
3 reality, one and the same, including, but not limited to because:

4 a. PRODUCTIONS is or was completely dominated and controlled by KRYMIS and
5 DOES 1-50, who personally committed the frauds and violated the laws as set forth in this
6 complaint, and who have hidden and currently hide behind PRODUCTIONS to perpetrate
7 frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

8 b. KRYMIS and DOES 1-50 have acted on behalf of PRODUCTIONS, who violate, or
9 cause to be violated, the provisions regulating minimum wages or hours and days of work in
10 any order of the Industrial Welfare Commission, or violate, or cause to be violated, California
11 Labor Code Sections 203, 226, 226.7, 510, 1194, or 1197.

12 c. KRYMIS and DOES 1-50 have acted on behalf of PRODUCTIONS, who violate, or
13 cause to be violated, the provisions regulating meal and rest breaks in any order of the
14 Industrial Welfare Commission, or violate, or cause to be violated, California Labor Code
15 Sections 226.7, and 512.

16 d. KRYMIS and DOES 1-50 derive actual and significant monetary benefits by and
17 through PRODUCTIONS as the funding source for their own personal expenditures.

18 e. Plaintiff is informed and believes that KRYMIS, PRODUCTIONS, and DOES 1-50,
19 while really one and the same, were segregated to appear as though separate and distinct for
20 purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
21 wrongful or inequitable purpose.

22 f. Plaintiff is informed and believes that PRODUCTIONS does not or did not comply
23 with all requisite corporate formalities to maintain a legal and separate corporate existence.

24 g. Plaintiff is informed and believes, and based thereon alleges, that the business affairs
25 of KRYMIS, PRODUCTIONS, and DOES 1-50 are, and at all times relevant were, so mixed
26 and intermingled that the same cannot reasonably be segregated, and the same are in
27 inextricable confusion.

28 h. PRODUCTIONS is, and at all times relevant hereto was, used by KRYMIS and

DOES 1-50 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of KRYMIS and DOES 1-50. The recognition of the separate existence of PRODUCTIONS, and/or KRYMIS would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiffs for violations of the Labor Code. The corporate existence of KRYMIS, PRODUCTIONS, and DOES 1-50 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

17. Accordingly, PRODUCTIONS constitutes the alter egos of KRYMIS and DOES 1-50, and the fiction of their separate corporate existence must be disregarded.

18. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that PRODUCTIONS, KRYMIS, and DOES 1-50 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of PRODUCTIONS, KRYMIS, and DOES 1-50. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

FACTUAL ALLEGATIONS

19. Plaintiff worked for Defendants as an hourly, non-exempt employee in the position of "Bartender" and was employed by Defendants from around May 2023 until September 15, 2024. Plaintiff works primarily at Defendants' workplace located at 525 E Broadway, Long Beach, CA 90802.

20. Plaintiff's job duties included but were not limited to washing glassware, restocking the bar, and closing open checks. When Plaintiff first began his employment, he worked four (4) days a week, averaging between twenty-six (26) to thirty-two (32) hours per week.

21. During Plaintiff's employment, Defendants did not properly compensate Plaintiff and the Class Members with accurate wages. Specifically, Defendants often paid Plaintiff and the Class Members three (3) to seven (7) days later than their pay date, and frequently neglected to pay the entire amount or pay at all. In fact, as Plaintiff and Class Members were paid directly through Zelle,

1 Venmo, or PayPal, Defendants often hit the daily sending limit because of how behind they were on
2 compensation and reimbursement.

3 22. Throughout their employment with Defendants, Plaintiff and the Class Members
4 routinely worked for Defendants without being provided with proper thirty-minute timely and
5 uninterrupted, duty-free meal periods. Specifically, Plaintiff and the Class Members were forced to
6 cut their meal breaks short during their shifts because the restaurant was busy and the team was
7 understaffed.

8 23. Despite the aforementioned, during their employment with Defendants, Plaintiff and
9 the Class Members were not paid one (1) hour of pay at their regular rate of compensation as the
10 premium penalty under the California Labor Code for each workday where a legally compliant meal
11 period was not provided.

12 24. Additionally, throughout their employment with Defendants, Plaintiff and the Class
13 Members regularly worked for Defendants without being provided with a timely, off-duty ten-minute
14 paid rest period for every four (4) hours worked or major fraction thereof. Specifically, Plaintiff was
15 required to ask for permission to take a rest break, but often was not able to due to Defendants'
16 business practices.

17 25. Despite the aforementioned, during their employment with Defendants, Plaintiff and
18 the Class Members were not paid one (1) hour of pay at their regular rate of compensation for each
19 work day where a legally compliant rest period was not provided.

20 26. As a result of Defendants' failure to pay all hours worked and failure to pay all meal
21 and rest premiums, Defendants maintained inaccurate payroll records, and issued inaccurate wage
22 statements to Plaintiff and the Class Members.

23 27. Defendants have engaged in, and continue to engage in, unfair business practices in
24 California by practicing, employing, and utilizing the employment practices and policies outlined
25 above. Defendants' utilization of such unfair business practices constitutes unfair competition and
26 provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair
27 business practices deprives Plaintiff and the Class Members of the general minimum working
28

standards and entitlements due to them under California law and the Industrial Welfare Commission wage orders as described herein.

28. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Class Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at the time of trial.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action as a class action on behalf of the following defined Class:

The Class: All individuals who have been, or currently are, employed by Defendants, and who worked at least one shift in California as “non-exempt employees” during the Class Period.

30. “Class Period” is defined as the time from October 18, 2020, through the date that judgment is entered, based upon information and belief that the violations, as described more fully hereinafter, began long before October 18, 2020, and are continuing. Plaintiff and members of Class herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds.

31. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the Class Period, dozens of Class members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by Defendants in this capacity, the members of the Plaintiffs’ Class are so numerous that joinder of all members is impossible and/or impracticable.

32. Commonality: Common questions of law, in fact, exist as to all members of the Plaintiffs’ Class *and predominate over any questions affecting solely individual members of the Plaintiffs’ Class. Among the questions of law and fact, that are relevant to the adjudication of Class members claims are as follows:*

(a) Whether Defendants had/have policies and/or practices that result in hours worked not being properly compensated;

1 (b) Whether Defendants had/have a policy and/or practice that results in the presentation
2 of inaccurate wage statements to Plaintiff and the Class;

3 (c) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class
4 members with accurate, itemized wage statements upon payment of wages in violation of
5 Labor Code § 226;

6 (d) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members
7 of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512,
8 and 8 CCR § 11010;

9 (e) Whether Plaintiff and Class members sustained damages, and if so, the proper
10 measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable
11 relief; and,

12 (f) Whether Defendant violated the Unfair Competition Law of California, §17200, *et*
13 *seq.*, by violating the above-cited provisions, and treating Plaintiff and Class members
14 unfairly by failing to pay all wages due and for all hours worked; failing to provide meal and
15 rest breaks; and failing to furnish an accurate, itemized wage statement upon payment of
16 wages.

17 33. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class.
18 Plaintiff, like other members of the Class working for Defendants in California, was subjected to
19 Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of
20 those of other Class members.

21 34. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests
22 of the members of the Class and have retained counsel competent and experienced in both class
23 action and employment litigation.

24 35. Questions of law or fact common to Class members predominate over any questions
25 solely affecting individual Class members and class action is superior to other available methods for
26 the fair and efficient adjudication of this controversy.

36. Class action treatment will allow a large number of similarly situated Class members to simultaneously and efficiently prosecute his common claims in a single forum without the needless duplication of effort and expense that numerous individual actions would entail.

37. In addition, a class action will serve the important public interest of permitting Class members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of the sums owed to them.

38. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

**FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF THE
APPLICABLE INDUSTRIAL WELFARE COMMISSION ORDER AND CAL. LABOR CODE
§§ 200, 226, 500, 510, 1194, 1197, AND 1198**

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

39. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

40. At all times relevant herein, Defendants were required to compensate its non-exempt employees for all hours worked, pursuant to the applicable Industrial Welfare Commission Order, and Labor Code §§ 200, 226, 500, 510, 1197, 1194 and 1198.

41. As alleged above, Plaintiff and the Class were not paid the correct wage for all hours worked due to Defendants not paying Plaintiff and the Class for all hours worked and not being paid premiums on any missed meal and rest breaks.

42. Under the aforementioned wage orders and regulations, Plaintiff and the Class are entitled to recover compensation for all hours worked, but not paid, during the Class Period, plus reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 1194, and penalties pursuant to Labor Code §§ 203 and 226.

43. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related

1 to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees
2 in seeking to compel Defendants to fully perform their obligations under state law, all to their
3 respective damage in amounts according to proof at time of trial.

4 44. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory
5 damages in amount according to proof at time of trial, but in amounts in excess of the jurisdiction of
6 this Court.

7 45. As a proximate result of the aforementioned violations, Plaintiff and the Class have
8 been damaged in an amount according to proof at time of trial.

9 46. Defendants' conduct described herein violates the applicable Industrial Welfare
10 Commission Order, and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore,
11 pursuant to 8 CCR § 11010 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiff and
12 the Class are entitled to recover damages for the nonpayment of wages of all hours worked that were
13 improperly deducted and/or not counted as a result of Defendants' policies, liquidated damages for
14 underpayment of minimum wages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

15 WHEREFORE, Plaintiff requests relief as hereinafter provided.

16 **SECOND CAUSE OF ACTION**

17 **MISSED MEAL AND REST BREAKS IN VIOLATION OF**

18 **CAL. LABOR CODE §§ 200, 226.7, AND 512**

19 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

20 47. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
21 herein, the allegations contained in all preceding paragraphs.

22 48. Throughout the employment of Plaintiff and the Class, Defendants failed to provide all
23 meal and rest breaks as required by law.

24 49. In addition, Defendants failed to pay Plaintiff and the Class the full statutory penalty
25 for all missed meal and rest periods.

26 50. Plaintiff and the Class are entitled to recover additional compensation for all meal and
27 rest periods that were missed, but not paid for during his employment, plus penalties pursuant to
28 Labor Code §§ 226.7 and 558.

51. Defendants' conduct described herein violates the applicable Industrial Welfare Commission Order, Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and 12 California Code of Regulations § 11050.

52. As a proximate result of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial and has suffered, and continue to suffer, substantial losses related to the use and enjoyment of such monies, and lost interest on such monies in seeking to compel Defendants to fully perform their obligation under state law. Plaintiff and the Class are thus entitled to recover nominal, actual, and compensatory damages in an amount according to proof at time of trial.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE PROPER WAGE STATEMENTS

IN VIOLATION OF CAL. LABOR CODE § 226

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

53. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

54. Labor Code §226(a) sets forth reporting requirements for employers when they pay wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee . . . (8) the name and address of the legal entity that is the employer..."

Section (e) provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable attorneys' fees."

55. Defendants failed to accurately record the total wages due to Plaintiff and the Class, and total wages due.

56. Plaintiff and the Class were damaged by this failure to provide accurate wage statements because, among other things, Plaintiff was unable to determine the proper amount of wages actually owed to him, and whether he had received full compensation therefore.

57. Plaintiff requests recovery of Labor Code § 226(e) penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code § 226(e), and all other damages, attorneys' fees, costs, expenses and interest permitted by statute.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

FAILURE TO PAY COMPENSATION UPON SEPARATION OF EMPLOYMENT IN

VIOLATION OF CAL. LABOR CODE § 201-203

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

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

59. Labor Code § 201 provides, in relevant part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

60. Labor Code § 202 provides, in relevant part, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

61. Pursuant to Labor Code § 201, upon Class members' separations, Defendants were required to pay all earned wages.

62. Defendants failed to compensate Class members their entitled wages by failing to compensate them for all hours worked including meal premiums and failing to provide wage statements reflecting the accurate number of hours worked per pay period. The Class members' wages remained unpaid even after their separation from employment.

63. The Class Members are entitled to “waiting time” penalties under Labor Code § 203.

1 WHEREFORE, Plaintiff requests relief as hereinafter provided.

2 **FIFTH CAUSE OF ACTION**

3 **VIOLATIONS OF CAL. B&P CODE §§ 17200, *et seq.***

4 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

5 63. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
6 herein, the allegations contained in all preceding paragraphs.

7 64. Section 17200 of the California Business and Professions Code prohibits any
8 unlawful, unfair or fraudulent business act or practice.

9 65. Plaintiff and the Class have suffered and continue to suffer injury in fact and monetary
10 damages as a result of Defendants' actions. The actions by Defendants as herein alleged amount to
11 conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair business
12 practices in violation of Business and Professions Code § 17200, *et seq.*

13 66. Defendants' conduct as herein alleged has damaged Plaintiff by denying his wages
14 due and payable, by failing to provide meal and rest periods, and by failing to provide proper wage
15 statements. Defendants' actions are thus substantially injurious to Plaintiff causing him injury in fact
16 and loss of money.

17 67. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
18 due to Plaintiff.

19 68. The amount of wages due Plaintiff can be readily determined from Defendants'
20 records. Plaintiff is entitled to restitution of monies due and obtained by Defendants during the last
21 four years as a result of Defendants' unlawful and unfair conduct.

22 69. Defendants' course of conduct, acts, and practices in violation of the California law as
23 mentioned in each paragraph above constitutes a separate and independent violation of § 17200 et
24 seq. of the Business and Professions Code.

25 70. The harm to Plaintiff of being wrongfully denied lawfully earned and unpaid wages
26 outweighs the utility, if any, of Defendants' policies and practices and, therefore, Defendants' actions
27 described herein constitute an unfair business practice or act within the meaning of Business and
28 Professions Code § 17200.

71. Defendants' conduct described herein threatens an incipient violation of California's wage and hour laws, and/or violates the policy of such laws, or otherwise significantly threatens or harms competition.

72. Defendants' course of conduct described herein further violates Business and Professions Code 17200 in that it is fraudulent, improper, and unfair.

73. The unlawful, unfair, and fraudulent business practices and acts of Defendants as described herein above have injured Plaintiff in that he was wrongfully denied the timely and full payment of wages due to him.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2698, ET SEQ. (“PAGA”)

(By PLAINTIFF AGAINST ALL DEFENDANTS)

74. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

75. On September 24, 2024, Plaintiff filed a notice with the Labor Workforce and Development Agency (“LWDA”) at their website pursuant to the Private Attorney General Act, California Labor Code §§ 2698, et seq. (“PAGA”) regarding Defendants. This notice was also sent to Defendants that same day via certified mail.

76. PAGA permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5.

77. PAGA provides as follows: “[n]otwithstanding any other provision of law, a Plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part.”

78. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code including, but not limited to, the following:

a. Defendants violated Labor Code §§ 226.7, 512, 516, 558 and 1198 by failing to provide all legally required meal and rest period premiums to Plaintiff and other similarly aggrieved employees;

- 1 b. Defendants violated Industrial Welfare Commission Order No. 9 and Labor
2 Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198 by failing to pay
3 Plaintiff and similarly aggrieved employees for all hours worked;
- 4 c. Defendants violated Labor Code § 226 by failing to provide Plaintiff and other
5 similarly aggrieved employees with accurate and compliant itemized wage
6 statements; and
- 7 d. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final
8 wages due.

9 79. California Labor Code section 1174 provides that “[e]very person employing labor in
10 this state shall ... [k]eep a record showing the names and addresses of all employees employed and
11 the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments
12 at which employees are employed, payroll records showing the hours worked daily by and the wages
13 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
14 employed at the respective plants or establishments...”

15 80. California Labor Code section 210 provides: “In addition to, and entirely independent
16 and apart from, any other penalty provided in this article, every person who fails to pay the wages of
17 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall
18 be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
19 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
20 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 35 percent of the
21 amount unlawfully withheld.”

22 81. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf
23 of an employer who violates, or causes to be violated, a section of this chapter or any provision
24 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
25 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to an amount
27 sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
28 for each underpaid employee for each pay period for which the employee was underpaid in addition

1 to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section
2 shall be paid to the affected employee.” Labor Code section 558(c) provides “[t]he civil penalties
3 provided for in this section are in addition to any other civil or criminal penalty provided by law.”

4 82. Defendants, at all times relevant to this complaint, were employers or persons acting
5 on behalf of an employer(s) who violated Plaintiff’s rights by violating various sections of the
6 California Labor Code as set forth above.

7 83. As set forth above, Defendants have violated numerous provisions of both the Labor
8 Code sections regulating hours and days of work as well as the applicable order of the IWC.
9 Accordingly, Plaintiff seek the remedies set forth in Labor Code section 558 for himself, the State of
10 California, and all other aggrieved employees.

11 84. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
12 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
13 collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the
14 State of California against Defendant, in addition to other remedies, for violations of California Labor
15 Code sections 200, 201, 202, 203, 204, 210, 221, 224, 226(a), 510, 1174, 1194, 1197, 1197.1, and
16 1198.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment as follows:

- 19 1. For nominal damages;
- 20 2. For compensatory damages;
- 21 3. For equitable relief in the nature of declaratory relief, restitution of all monies due to
22 Plaintiff, and disgorgement of profits from the unlawful business practices of Defendants, and
23 accounting;
- 24 4. For penalties permitted by Labor Code §§ 200, 201, 202, 203, 210, 226, 226.7, 510,
25 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and all other applicable sections;
- 26 5. For civil penalties due to Plaintiff, other aggrieved employees, and the State of
27 California according to proof pursuant to Labor Code § 2699(a) including, but not limited to: (1)
28 \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each

subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 35% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (3) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided;

6. For interest accrued to date;

7. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226 and 1194;

8. For reasonable attorneys' fees pursuant to Labor Code §§ 218.6, 226, 226.7, and 1194; and

9. For all such other and further relief that the Court may deem just and proper.

DATED: December 2, 2024

LOYR, APC

By: _____



Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Kee S. Mah, Esq.
Harley M. Phleger, Esq.
Attorneys for Plaintiff
RYAN LEAGUE

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED: December 2, 2024

LOYR, APC

By: 

Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Kee S. Mah, Esq.
Harley M. Phleger, Esq.
Attorneys for Plaintiff
RYAN LEAGUE