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individually, and on behalf of all others
similarly situated

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

PIERRE BROWN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

TEND EXCHANGE SUBSIDIARY, LLC; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV13629

*(Assigned for all purposes to Hon Judge
Laura A. Siegle, Dep. 17)*

CLASS ACTION

FIRST AMENDED COMPLAINT:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wage
5. Failure to Pay All Wages Due to Discharged or Quitting Employees
6. Failure to Provide Accurate Itemized Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices
9. Breach of Contract
10. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
07/25/2025

David W. Slayton, Executive Officer/Clerk of Court
By: M. Arellanes Deputy

1 **INTRODUCTION**

2 PLAINTIFF PIERRE BROWN (“PLAINTIFF”) an individual, demanding a jury trial, on
3 behalf of himself and all other aggrieved employees, hereby alleges as follows:

4 **PLAINTIFF**

5 1. PLAINTIFF brings this action on behalf of himself and all other “aggrieved
6 employees” who worked for TEND EXCHANGE SUBSIDIARY, LLC; and DOES 1 through 100
7 inclusive (collectively “DEFENDANTS”) to recover, among other things, wages and penalties
8 from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid
9 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay
10 all wages due to discharged and quitting employees, failure to indemnify employees for necessary
11 expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized
12 wage statements, failure to maintain required records, and interest, attorneys’ fees, costs, and
13 expenses.

14 2. PLAINTIFF is a citizen and resident of the State of California who resides in
15 Anaheim, California. At all times material to this complaint, PLAINTIFF was employed by
16 DEFENDANTS in the State of California as a non-exempt employee.

17 3. PLAINTIFF worked for DEFENDANTS as a Cook from on or about May 3, 2022
18 to June 28, 2025.

19 4. DEFENDANTS willfully misclassified PLAINTIFF and class members as
20 independent contractors and accordingly violated the California Labor Code as further set forth
21 herein. DEFENDANTS are a hospitality company, yet classified PLAINTIFF and other hospitality
22 staff class members as independent contractors rather than employees.

23 5. DEFENDANTS failed to reimburse PLAINTIFF and class members for necessary
24 business expenditures, including but not limited to cooking supplies, attire, cellular phones, gas,
25 and mileage.

26 6. DEFENDANTS promised that employees would obtain certain benefits based on
27 their experience level within the company, but failed to provide these benefits. For instance,
28 DEFENDANTS promised PLAINTIFF via DEFENDANTS’ mobile application that by becoming

1 a “gold” member, he would obtain access to a direct phone number by which he could interact with
2 DEFENDANTS, but DEFENDANTS failed to provide this direct number. DEFENDANTS also
3 promised that PLAINTIFF would obtain his pay at a faster rate and would be entitled to priority
4 for job placements by becoming a “gold” member, but failed to provide these benefits even though
5 PLAINTIFF fulfilled all the conditions necessary to become a “gold” member.

6 7. DEFENDANTS promised via their mobile application that PLAINTIFF and class
7 members would be paid on specific dates, but failed to pay PLAINTIFF and class members on the
8 promised dates.

9 DEFENDANTS

10 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
11 TEND EXCHANGE SUBSIDIARY, LLC is and was at all times relevant hereto a corporation
12 organized and existing under the laws of the State of Delaware. PLAINTIFF is further informed
13 and believes, and thereon alleges, that DEFENDANT TEND EXCHANGE SUBSIDIARY, LLC
14 is authorized to conduct business in the State of California, and conducted business in the State of
15 California during the period relevant to this litigation. DEFENDANT TEND EXCHANGE
16 SUBSIDIARY, LLC conducts business in and engages in illegal payroll practices or policies in the
17 County of Los Angeles, California.

18 9. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
19 PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious
20 names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT
21 designated as a DOE is highly responsible in some manner for the events and happenings referred
22 to herein, and legally caused the injuries and damages alleged in this Complaint. PLAINTIFF will
23 seek leave of the court to amend this Complaint to allege their true names and capacities when
24 ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or engaged
25 in an integrated enterprise with each other. Additionally, all of the DEFENDANTS were joint
26 employers of PLAINTIFF.

27 10. There exists, and at all times herein mentioned existed, a unity of interest and
28 ownership between the named DEFENDANTS, including DOES, such that any corporate

1 individuality and separateness between the named defendants has ceased, and that the named
2 Defendants are alter egos in that the named DEFENDANTS effectively operate as a single
3 enterprise, or are mere instrumentalities of one another.

4 11. At all material times herein, each DEFENDANT was the agent, servant, co-
5 conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope,
6 and course of said agency, service, conspiracy and/or employment and with the express and/or
7 implied knowledge, permission, and consent of the remaining Defendants, and ratified and
8 approved the acts of the other DEFENDANTS. However, each of these allegations are deemed
9 alternative theories whenever not doing so would result in a contradiction with the other allegations.

10 12. Whenever reference is made in this Complaint to any act, deed, or conduct of
11 Defendants, the allegation means that DEFENDANTS engaged in the act, deed, or conduct by or
12 through one or more of its officers, directors, agents, employees, or representatives who was
13 actively engaged in the management, direction, control, or transaction of DEFENDANTS' ordinary
14 business and affairs.

15 13. As to the conduct alleged herein, each act was authorized, ratified or directed by
16 DEFENDANTS' officers, directors, or managing agents.

17 14. At all relevant times herein, PLAINTIFF and other aggrieved employees were
18 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
19 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each
20 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
21 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
22 schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide
23 rest and meal periods; failing to properly maintain records; failing to provide accurate itemized
24 statements for each pay period; failing to properly compensate PLAINTIFF and other aggrieved
25 employees for necessary expenditures; and requiring, permitting or suffering the employees to work
26 off the clock, in violation of the California Labor Code and the applicable Welfare Commission
27 ("IWC") Orders.

28 15. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting

1 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
2 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
3 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

4 16. As a direct and proximate result of the unlawful actions of DEFENDANTS,
5 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
6 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

7 **JURISDICTION AND VENUE**

8 17. The Superior Court of the State of California has jurisdiction in this matter because
9 PLAINTIFF is a resident of the State California, and DEFENDANTS are qualified to do business
10 in California and regularly conduct business in California. Further, no federal question is at issue
11 because the claims are based solely on California law.

12 18. Venue is proper in this judicial district and the County of Los Angeles, California
13 because aggrieved employees performed work for DEFENDANTS in the County of Los Angeles,
14 DEFENDANTS transact business in the County of Los Angeles, and DEFENDANTS' illegal
15 payroll policies and practices, which are the subject of this action were applied, at least in part, to
16 employees in the County of Los Angeles.

17 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

18 19. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
19 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and
20 former non-exempt aggrieved employees of DEFENDANTS working as Cooks, hospitality staff,
21 or in similar non-exempt positions in the State of California at any time within the period beginning
22 one year prior to the filing of PLAINTIFF'S LWDA letter concerning this action and ending at the
23 time this action settles or proceeds to final judgment ("PENALTY PERIOD").

24 20. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
25 on April 28, 2025 to the California Labor and Workforce Development Agency ("LWDA") and by
26 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
27 Orders alleged to have been violated, including the facts and theories to support the alleged
28 violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more

1 days have passed since the submission and postmark date of this LWDA letter, and the LWDA has
2 not provided notice to PLAINTIFF that it intends to investigate the alleged violations. Accordingly,
3 PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3
4 to commence a representative action under PAGA.

5 **CLASS ACTION ALLEGATIONS**

6 21. This action is appropriately suited for a Class Action because:

7 a. The potential class is a significant number. Joinder of all current and former
8 employees individually would be impractical.

9 b. This action involves common questions of law and fact to the potential class
10 because the action focuses on the DEFENDANTS' systematic course of illegal payroll practices
11 and policies, which was applied to all hourly employees, including employees misclassified as
12 independent contractors, in violation of the California Labor Code, IWC Wage Orders, and the
13 California Business and Professions Code which prohibits unfair business practices arising from
14 such violations.

15 c. The claims of the PLAINTIFF are typical of the class because
16 DEFENDANTS subjected all of their hourly employees, including employees misclassified as
17 independent contractors, to identical violations of the California Labor Code and California
18 Business and Professions Code as set forth herein.

19 d. PLAINTIFF is able to fairly and adequately protect the interests of all
20 members of the class because it is in PLAINTIFF'S best interests to prosecute the claims alleged
21 herein to obtain full compensation due to PLAINTIFF for all services rendered and hours worked.

22 22. PLAINTIFF brings the First through Ninth causes of action against
23 DEFENDANTS, individually, and on behalf of others similarly situated as a class action pursuant
24 to Code of Civil Procedure § 382, and seeks an order certifying this action as a class action for a
25 Class defined, or as later defined in narrowed subclasses as follows, and reserves the right to amend
26 the class definition:

27 All persons who worked for DEFENDANTS in California as non-exempt
28 employees at any time during the period beginning four (4) years prior to the filing
of this action and ending on the date the class is certified or on a date fixed by the

Court.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]

(Against All DEFENDANTS)

23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

24. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Wage Order No. 4-2001, § 11.

25. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

26. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

27. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]

(Against All DEFENDANTS)

1 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
2 allegations in the foregoing paragraphs.

3 29. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
4 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed
5 to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor
6 Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

7 30. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
8 Order No. 4-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
9 provided with a rest period, in accordance with the applicable wage order, one additional hour of
10 compensation at each employee's regular rate of pay for each workday that a rest period was not
11 provided.

12 31. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
13 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
14 and due, interest, penalties, expenses, and costs of suit.

15 **THIRD CAUSE OF ACTION**

16 **Failure to Pay Overtime Wages**

17 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

18 **(Against All DEFENDANTS)**

19 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
20 allegations in the foregoing paragraphs.

21 33. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001,
22 § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
23 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
24 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
25 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
26 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
27 seventh consecutive day of work in any workweek.

28 34. PLAINTIFF and CLASS MEMBERS are current and former non-exempt

1 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order
2 No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
3 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
4 the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime
5 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code
6 §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, permitting or suffering PLAINTIFF
7 and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and
8 CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording
9 time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain
10 PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage
11 statements to PLAINTIFF for each pay period; and other methods to be discovered.

12 35. In violation of California law, DEFENDANTS have knowingly and willfully
13 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
14 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
15 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
16 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
17 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
18 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

19 36. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
20 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code
21 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
22 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
23 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
24 expenses, and costs of suit.

25 **FOURTH CAUSE OF ACTION**

26 **Failure to Pay Minimum Wages**

27 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

28 **(Against All DEFENDANTS)**

37. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

38. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

39. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

40. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged or Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

(Against All DEFENDANTS)

41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

42. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor

Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

43. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 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.

44. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

45. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

46. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

47. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226; IWC Wage Order No. 4-2001, § 7]

(Against All DEFENDANTS)

48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

49. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 4-2001, § 7.

50. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

51. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against All DEFENDANTS)

52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

53. California Labor Code § 2802(a) requires an employer to indemnify an 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.

54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred

1 in direct consequence of the discharge of their duties while working under the direction of
2 DEFENDANTS, including but not limited to expenses for cooking equipment, attire, cell phone
3 usage, gas, mileage, and other employment-related expenses, in violation of California Labor Code
4 § 2802.

5 55. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
7 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
8 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
9 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
10 including those provided in California Labor Code § 2802(c), as well as other available remedies.

11 **EIGHTH CAUSE OF ACTION**

12 **Unfair and Unlawful Business Practices**

13 **[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

14 **(Against All DEFENDANTS)**

15 56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in the foregoing paragraphs.

17 57. Each and every one of DEFENDANTS' acts and omissions in violation of the
18 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
19 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
20 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
21 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
22 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
23 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and to maintain
24 required records, and DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
25 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties
26 constitutes unfair and unlawful business practices under California Business and Professions Code
27 § 17200 *et seq.*

28 58. DEFENDANTS' violations of California wage and hour laws constitute a business

1 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
2 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
3 MEMBERS.

4 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
5 rest periods, and other benefits as required by the California Labor Code, the California Code of
6 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
7 report, and pay the correct sums of assessment to the state authorities under the California Labor
8 Code and other applicable regulations.

9 60. As a result of DEFENDANTS' unfair and unlawful business practices,
10 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
11 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
12 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

13 61. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
14 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
15 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
16 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
17 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
18 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

19 **NINTH CAUSE OF ACTION**

20 **Breach of Contract**

21 **(Against All DEFENDANTS)**

22 62. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
23 allegations in the foregoing paragraphs.

24 63. DEFENDANTS breached their contracts with PLAINTIFF and class members
25 when, as described herein, DEFENDANTS failed to provide the benefits associated with particular
26 membership statuses to PLAINTIFF and class members despite express contractual promises to do
27 so.

1 64. DEFENDANTS breached their contracts with PLAINTIFF and class members when
2 DEFENDANTS promised via their mobile application that PLAINTIFF and class members would
3 be paid on specific dates, but DEFENDANTS failed to pay PLAINTIFF and class members on the
4 promised dates.

5 **TENTH CAUSE OF ACTION**

6 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

7 **[Cal. Labor Code §§ 2698- 2699.5]**

8 **(Against All DEFENDANTS)**

9 65. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 allegations in the foregoing paragraphs.

11 66. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
12 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
13 current and former employees of DEFENDANTS pursuant to the procedures specified in California
14 Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were employed by
15 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
16 committed against PLAINTIFF during the PENALTY PERIOD.

17 67. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
18 Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited
19 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage
20 Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the violations set forth
21 above, including but not limited to:

- 22 a. Failing to properly compensate PLAINTIFF and other current and former
23 employees for missed meal periods in violation of California Labor Code §§
24 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 4;
- 25 b. Failing to properly compensate PLAINTIFF and other current and former
26 employees for missed rest periods in violation of California Labor Code §§
27 226.7 and 512 and IWC Wage Order No. 4;
- 28 c. Failing to properly compensate PLAINTIFF and other current and former

employees for all overtime hours worked in violation of California Labor Code §§ 226, 510, 1194, 1197 and IWC Wage Order No. 4;

d. Failing to compensate PLAINTIFF and other current and former employees at a wage rate at least equal to the California minimum wage for each hour worked in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and IWC Wage Order No. 4;

e. Failing to maintain required records in violation of California Labor Code §§ 1174-1174.5;

f. Failing to provide PLAINTIFF and other current and former employees with accurate itemized wage statements that set forth the wage rate paid for each hour worked, in violation of California Labor Code § 226;

g. Failing to properly compensate PLAINTIFF and other current and former employees for all wages when due in violation of California Labor Code §§ 201, 202, and 204;

h. Failing to indemnify PLAINTIFF and other current and former employees for necessary expenditures incurred in discharge of duties in violation of California Labor Code § 2802; and

68. These penalties are in addition to any other relief available under the Labor Code. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF is entitled to such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons

1 similarly situated, by their attorneys, respectfully pray for relief against DEFENDANTS and DOES
2 1 through 100, inclusive, and each of them, as follows:

- 3 1. For compensatory damages in an amount to be ascertained at trial;
- 4 2. For restitution of all monies due to PLAINTIFF, including the value of the
5 unlawfully converted tips, as well as disgorged profits from the unfair and unlawful
6 business practices of DEFENDANTS;
- 7 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
8 and IWC Wage Order No. 4-2001;
- 9 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 10 5. For preliminary and permanent injunction enjoining DEFENDANTS from violating
11 the relevant provisions of the California Labor Code and the IWC Wage Orders, and
12 from engaging in the unlawful and unfair business practices complained of herein;
- 13 6. For actual and/or statutory damages and/or penalties pursuant to California Labor
14 Code § 226(e);
- 15 7. For waiting time penalties pursuant to California Labor Code § 203;
- 16 8. For statutory and civil penalties according to proof, including but not limited to all
17 penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;
- 18 9. For interest on the unpaid wages at 10% per annum pursuant to California Labor
19 Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336,
20 and/or any other applicable provision providing for pre-judgment interest;
- 21 10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194,
22 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable
23 provisions providing for attorneys' fees and costs;
- 24 11. For declaratory relief;
- 25 12. For injunctive relief;
- 26 13. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
27 Seventh, Eighth and Ninth Causes of Action as a class action;
- 28 14. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's

counsel as class counsel; and

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

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: July 25, 2025

Respectfully submitted,

THE KICK LAW FIRM, APC

By: *Tyler Dosaj*

TARAS KICK
TYLER J. DOSAJ

Attorneys for Plaintiff PIERRE BROWN,
individually, and on behalf of all others
similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

On the below executed date, I served the document(s) described as:

FIRST AMENDED COMPLAINT,

☒ **by electronic service:** Based on an agreement by the parties to accept service by e-mail or electronic transmission, I caused such document(s) to be electronically served from my email address alina@kicklawfirm.com, to the interested parties listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmissions were unsuccessful.

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Attorneys for Defendant Tend Exchange Subsidiary, LLC:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 25, 2025.

/s/ Alina Muresan
Alina Muresan