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**FILED**
Superior Court of California
County of Los Angeles
10/21/2026
David W. Slayton, Executive Officer / Clerk of Court
By: C. Gomez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

JEANTTE GARCIA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

CHILD & FAMILY CENTER, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 25STCV28988

**SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES FOR:**

**(1) VIOLATION OF LABOR CODE § 226.7;**
**(2) VIOLATION OF LABOR CODE §§ 226.7 AND 512;**
**(3) VIOLATION OF LABOR CODE §§ 510, 558, AND 1194;**
**(4) VIOLATION OF LABOR CODE § 226;**
**(5) VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*; and**
**(6) VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

**DEMAND OVER $35,000.00**

Plaintiff Jeantte Garcia ("Plaintiff") hereby submits this Second Amended Class and Representative Action Complaint ("Complaint") against Defendant Child & Family Center ("Defendant") and Does 1-50 (hereinafter collectively referred to as "Defendants"), as an individual and on behalf of all other similarly situated current and former employees of Defendants for penalties and/or damages for violations of the California Labor Code and the California Business and Professions Code § 17200, *et seq.*, as follows:

## INTRODUCTION

1. This Complaint is within the Court's jurisdiction under California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698, *et seq*., California Business and Professions Code § 17200, *et seq.* (the "UCL"), and the applicable Wage Orders of the California Industrial Welfare Commission ("IWC").

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code and the UCL against individuals who worked for Defendants.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by: (a) failing to provide duty-free rest periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failing to provide duty-free meal periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay overtime at the correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (d) failing to provide accurate itemized wage statements to employees, in violation of Labor Code § 226; and (e) engaging in unfair business practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged in, among other things, a system of willful violations of the California Labor Code and the UCL by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

5. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

## JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698, *et seq*., the UCL, and the applicable IWC Wage Orders.

7. Venue is proper in Los Angeles County because Defendants are located in this County and Plaintiff worked for Defendants in Los Angeles County.

## PARTIES

8. Plaintiff was employed by Defendants as a Case Manager during the approximate period of June 2025, until on or about August 28, 2025. For the duration of Plaintiff's employment, Plaintiff worked an hourly, non-exempt employee.

9. Plaintiff is informed and believes and based thereon alleges that Defendant Child & Family Center was and is a nonprofit corporation doing business in the State of California, including in Los Angeles County.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

11. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698, *et seq*., and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff, the Class, and members of the

general public to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

13. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

## CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382, of the following class: all non-exempt employees of Defendant in the State of California at any time from October 2, 2021, through April 22, 2026

(the "Class").

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendant's records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendant: (a) failed to provide duty-free rest periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failed to provide duty-free meal periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failed to pay overtime at the correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (d) failed to provide accurate itemized wage statements to employees, in violation of Labor Code § 226; and (e) engaged in unfair business practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and the named Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

20. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide duty-free rest periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failing to provide duty-free meal periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay overtime at the correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (d) failing to provide accurate itemized wage statements to employees, in violation of Labor Code § 226; and (e) engaging in unfair business practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

21. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class

concerning Defendant's policy and practice of: (a) failing to provide duty-free rest periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failing to provide duty-free meal periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay overtime at the correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (d) failing to provide accurate itemized wage statements to employees, in violation of Labor Code § 226; and (e) engaging in unfair business practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

22. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the Class Members. As with other members of the Class, Plaintiff earned wages that were paid at various hourly rates of pay. In addition, during Plaintiff's employment, meal and rest breaks were regularly not provided, provided late into the shift, or interrupted. Defendants failed to pay premium wages for all missed, late, or interrupted meal and rest breaks. On occasions when premium wages were paid, and Plaintiff earned wages at multiple hourly rates of pay, the premiums were not paid at the regular rate of pay. The regular rate of pay would have included all hourly rates paid during the workweek. Instead, the premiums were paid at a rate that was *less* than the lowest hourly rate Plaintiff earned during the workweek. As such, Plaintiff is owed the unpaid/underpaid meal and rest period premiums based on the correct, regular rate of pay.

23. Similarly, during pay periods when Plaintiff worked overtime and earned wages at multiple hourly rates of pay, the overtime wages were not paid based on the regular rate of pay. Plaintiff is owed additional overtime wages based on the correct, regular rate of pay. To date, Plaintiff has yet to receive the unpaid/underpaid overtime wages and meal and rest premiums owed to her.

24. Moreover, as a result of the nonpayment/underpayment of wages alleged above, the wage statements issued to Plaintiff violated Labor Code § 226. More specifically, the wage statements displayed inaccurate rates of pay and net and gross wages earned. Because Defendant

has not paid the wages alleged above to Plaintiff to date, she is also entitled to waiting time penalties, pursuant to Labor Code § 201, 202, 203. Therefore, Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, and 1194, and the applicable IWC Wage Orders.

25. The California Labor Code and upon which Plaintiff bases these claims is broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

26. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of the individual Plaintiff with Defendants' vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

27. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual class members against Defendants and which would establish potentially incompatible standards of conduct for Defendants, and/or (b) adjudications with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to the adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual

prosecution considering all of the concomitant costs and expenses.

28. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action any and all applicable penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, and 1194, the applicable IWC Wage Orders, and Code of Civil Procedure § 1021.5.

29. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is a representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

30. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire Class and will result in the creation of a common fund.

## FIRST CAUSE OF ACTION

## VIOLATION OF LABOR CODE § 226.7

## (BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

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

32. This cause of action is brought pursuant to Labor Code § 226.7, which requires an employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major fraction thereof. Plaintiff and Class Members regularly worked shifts of three and one-half (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period each day.

33. At all relevant times, Defendants failed to satisfy their affirmative obligation to ensure that Plaintiff and Class Members received paid, duty-free rest periods of at least ten (10) consecutive, uninterrupted minutes during which they were relieved of all duties, as required by the California Labor Code and the applicable IWC Wage Order. Thus, pursuant to Labor Code § 226.7, for each workday a compliant rest period is not provided, Plaintiff and Class Members are

entitled to one additional hour of pay at the employees' regular rate of pay.

34. As a matter of corporate policy and practice, Defendants failed to pay rest period premium compensation to Plaintiff and Class Members at the regular rate of pay. Plaintiff and Class Members earned wages that were paid at various hourly rates of pay. During workweeks when employees earned wages at multiple hourly rates of pay and rest period premiums, the various hourly rates should have been factored into the regular rate of pay. However, Defendants paid the rest period premiums at rates that were *less* than the lowest hourly rate that employees earned during the workweek. As such, Plaintiff and Class Members are owed additional rest period premiums based on the correct, higher regular rate of pay. Defendants also regularly failed to provide legally compliant rest periods because they were not duty free, provided late, and/or cut short.

35. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and Class Members, in a civil action, for the unpaid balance of the premium compensation pursuant to Labor Code § 226.7, and the applicable IWC Wage Order, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to pay all wages due and owing to Plaintiff and Class Members upon separation of employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

## SECOND CAUSE OF ACTION

## VIOLATION OF LABOR CODE §§ 226.7 AND 512

## (BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

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

38. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which require an employer to provide duty-free meal periods of at least 30 minutes for every work

period exceeding five (5) hours. Plaintiff and Class Members regularly worked shifts of five (5) hours or more per day and, accordingly, were entitled to take an uninterrupted, duty-free meal period each day.

39. At all relevant times, Defendants failed to satisfy their affirmative obligation to ensure that Plaintiff and Class Members received duty-free, uninterrupted meal periods of at least thirty (30) minutes during which they were relieved of all duties, as required by the California Labor Code and the applicable IWC Wage Order. Thus, pursuant to Labor Code § 226.7, for each workday a compliant meal period is not provided, Plaintiff and Class Members are entitled to one additional hour of pay at the employees' regular rate of pay.

40. As a matter of corporate policy and practice, Defendants failed to pay meal period premium compensation to Plaintiff and Class Members at the regular rate of pay. Plaintiff and Class Members earned wages that were paid at various hourly rates of pay. During workweeks when employees earned wages at multiple hourly rates of pay and meal period premiums, the various hourly rates should have been factored into the regular rate of pay. However, Defendants paid the meal period premiums at rates that were *less* than the lowest hourly rate that employees earned during the workweek. As a result, Plaintiff and Class Members are owed additional meal period premiums based on the correct, higher regular rate of pay.

41. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and Class Members, in a civil action, for the unpaid balance of premium compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and reasonable attorneys' fees and costs of suit.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to pay all wages due and owing to Plaintiff and Class Members upon separation of employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

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**THIRD CAUSE OF ACTION**

**VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

**(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

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

44. This cause of action is brought pursuant to Labor Code §§ 510, 558, and 1194, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

45. At all relevant times, Defendants failed to pay Plaintiff and Class Members all wages owed for hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, as required by the California Labor Code and the applicable IWC Wage Order. Plaintiff and Class Members earned wages that were paid at various hourly rates of pay. As a matter of corporate policy and practice, Defendants failed to include wages at all hourly rates of pay when calculating the regular rate of pay for the purpose of overtime compensation. During workweeks when employees earned wages at multiple hourly rates of pay and overtime, such wages should have been factored into the regular rate of pay. However, Defendants paid overtime wages at rates that were *less* than 1.5 times the lowest hourly rate that employees earned during the workweek. Accordingly, Plaintiff and Class Members are owed additional overtime wages based on the correct, higher regular rate of pay.

46. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and Class Members, in a civil action, for unpaid overtime compensation pursuant to Labor Code §§ 510, 558, and 1194, and the applicable IWC Wage Order, including interest thereon, penalties, and reasonable attorneys' fees and costs of suit.

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to pay all wages due and owing to Plaintiff and Class Members upon separation of employment results in a continued payment of wages up to thirty (30) days from the time the

wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

**FOURTH CAUSE OF ACTION**

**VIOLATION OF LABOR CODE § 226**

**(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

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

49. Labor Code § 226 requires employers to provide itemized wage statements to their employees that identify accurate information, including without limitation, hourly rates of pay, gross wages earned, and net wages earned. Defendants, as a matter of policy and practice, failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff and the Class.

50. As a result of the nonpayment/underpayment of overtime wages and meal and rest period premiums as alleged above, the wage statements issued to Plaintiff and Class Members failed to identify the correct hourly rates of pay, gross wages earned, and net wages earned.

51. The issuance of inaccurate wage statements caused "injury" under Labor Code § 226(e) to Plaintiff and Class Members as they cannot accurately verify and/or calculate their wages. Without identifying the correct hourly rates and hours worked, wages for premium compensation, and gross and net wages earned, Plaintiff and Class Members will have no way of verifying whether they were correctly paid wages for each particular pay period. On information and belief, Defendants were advised by lawyers and other skilled HR professionals, such that they acted knowingly and intentionally in providing these wage statements to Class Members.

52. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

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**FIFTH CAUSE OF ACTION**

**VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

**(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

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

54. 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, include, to wit, by: (a) failing to provide duty-free rest periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code § 226.7; (b) failing to provide duty-free meal periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 226.7 and 512; and (c) failing to pay overtime at the correct regular rate of pay, in violation of Labor Code §§ 510, 558, and 1194.

55. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

56. Plaintiff seeks, individually and on behalf of other members of the Class, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

57. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq*., including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

**SIXTH CAUSE OF ACTION**

**VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

**(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

58. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as

though fully set forth herein.

59. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from September 23, 2024, through the present, for Defendants' violations of Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, and 1194, arising from Defendants' policy and practice of: (a) failing to provide duty-free rest periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failing to provide duty-free meal periods, or pay premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay overtime at the regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; and (d) failing to provide accurate itemized wage statements in violation of Labor Code § 226.

60. On or about September 23, 2025, Plaintiff sent written notice to the Labor & Workforce Development Agency ("LWDA") of Defendants' violations as set forth above, pursuant to the PAGA.

61. In addition to the LWDA, Plaintiff also sent her notice to Defendant via certified mail pursuant to the PAGA.

62. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations provided for in the written notice. Therefore, Plaintiff may seek applicable penalties under the PAGA.

63. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, and 1194, for the time period described above, on behalf of herself and other Aggrieved Employees.

64. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of the State of California, in a civil action, for penalties pursuant to the PAGA for violations of

Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, and 1194, including interest thereon, attorneys' fees, and costs of suit according to the mandate of PAGA.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;

2. For an order appointing Plaintiff as the representative of the Class as described herein;

3. For an order appointing counsel for Plaintiff as Class Counsel;

4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;

6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 510, 558, and 1194, and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to Labor Code § 226, and for costs and attorneys' fees;

8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code § 17200, *et seq.*, and for costs and attorneys' fees;

9. Upon the Sixth Cause of Action, for penalties pursuant to California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698 *et seq.*, and for costs and attorneys' fees;

10. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 201-203, 218.5, 226, 226.7, 510, 512, 558, and 1194, and Code of Civil Procedure § 1021.5; and

11. For such other and further relief as the Court may deem just and proper.

DATED: October 21, 2026

DIVERSITY LAW GROUP, P.C.

By: _____

Max W. Gavron
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff, the Class, and Aggrieved Employees

**PROOF OF SERVICE**

**(Code of Civil Procedure Sections 1013a, 2015.5)**

STATE OF CALIFORNIA ]
]ss.
COUNTY OF LOS ANGELES ]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On October 21, 2026, I served the following document(s) described as: **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

| | |
|---|---|
| Alfred J. Landegger<br>Meg Razi<br>Roxana Verano<br>Cynthia Contreras<br>Marilyn Sale<br>Antasia Milton<br>LANDEGGER VERANO, ALC<br>15760 Ventura Blvd., Suite 1200<br>Encino, California 91436 | *Attorneys for Defendant Child & Family Center*<br><br>alfred@landeggeresq.com<br>meg@landeggeresq.com<br>roxana@landeggeresq.com<br>cynthia@landeggeresq.com<br>msale@landeggeresq.com<br>antasia@landeggeresq.com |

__X__ BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 21, 2026, at Los Angeles, California.

Erika Mejia