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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

LUIS ALEXIS VILLANUEVA PEREZ,

Plaintiff,

vs.

SANCHO'S TACOS, INC.; SANCHO'S TACOS WORLDWIDE; SANCHOS TACOS SAN CLEMENTE LLC; SANCHO'S TACOS OCEANSIDE LLC; SANCHO'S TACOS NEWPORT BEACH LLC; SANCHO'S TACOS LAGUNA NIGUEL LLC; SANCHO'S TACOS BAKERSFIELD LLC; SANCHO'S TACOS CLAREMONT LLC; DONALD LANCASTER; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 30-2023-01336094-CU-OE-CXC

FIRST AMENDED COMPLAINT FOR DAMAGES FOR:

1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
2) **FAILURE TO PAY MINIMUM WAGES;**
3) **FAILURE TO PAY OVERTIME;**
4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
5) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
6) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
7) **FAILURE TO PROVIDE REST BREAKS;**
8) **FAILURE TO PROVIDE MEAL BREAKS;**
9) **FAILURE TO REIMBURSE BUSINESS EXPENSES;**
10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
11) **FAILURE TO PROVIDE PERSONNEL RECORDS;**
12) **FAILURE TO PROVIDE PAY RECORDS;**
13) **DISABILITY DISCRIMINATION IN VIOLATION OF FEHA;**
14) **FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF FEHA;**

15) **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA;**
16) **RETALIATION IN VIOLATION OF FEHA;**
17) **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA;**
18) **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
19) **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, LUIS ALEXIS VILLANUEVA PEREZ (hereinafter "Plaintiff"), and for his First Amended Complaint alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court, and this action is properly filed in the County of Orange in this judicial district because Defendants do business in the County of Orange, because Defendants' obligations and liabilities arise therein, and because the work performed by Plaintiff in the County of Orange is the subject of this action. Moreover, Plaintiff's damages sought herein exceed $35,000.

2. Plaintiff LUIS ALEXIS VILLANUEVA PEREZ is, and at all relevant times was, a male resident of the State of California.

3. Plaintiff is informed and believes that at all times mentioned herein, Defendant SANCHO'S TACOS, INC. is and was a California corporation, doing business in the County of Orange, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times mentioned herein, Defendant SANCHO'S TACOS WORLDWIDE is and was a California corporation (California Secretary of State Entity No. 4802152) with its principal office at 424 Via Alegre, San Clemente, California 92672, in the County of Orange, and that it operates as a restaurant holding company for the Sancho's Tacos restaurants located throughout the State of California, including the restaurant at which Plaintiff worked.

5. Plaintiff is informed and believes that at all times mentioned herein, Defendant SANCHOS TACOS SAN CLEMENTE LLC, also known as Sancho's Tacos San Clemente LLC, is and was a California limited liability company (California Secretary of State Entity No. 201620910066) with its principal office at 424 Via Alegre, San Clemente, California 92672, in the County of Orange, and that it owns and/or operates a Sancho's Tacos restaurant in San Clemente, California.

6. Plaintiff is informed and believes that at all times mentioned herein, Defendant SANCHO'S TACOS OCEANSIDE LLC is and was a California limited liability company (California Secretary of State Entity No. 201830510241) with its principal office at 424 Via

Alegre, San Clemente, California 92672, in the County of Orange, and that it owns and/or operates a Sancho's Tacos restaurant in Oceanside, California.

7. Plaintiff is informed and believes that at all times mentioned herein, Defendant SANCHO'S TACOS NEWPORT BEACH LLC is and was a California limited liability company (California Secretary of State Entity No. 201803610506) with its principal office at 424 Via Alegre, San Clemente, California 92672, in the County of Orange, and that it owns and/or operates a Sancho's Tacos restaurant in Newport Beach, California.

8. Plaintiff is informed and believes that at all times mentioned herein, Defendant SANCHO'S TACOS LAGUNA NIGUEL LLC is and was a California limited liability company (California Secretary of State Entity No. 201817710243) with its principal office at 31181 Niguel Road, Laguna Niguel, California 92677, in the County of Orange, and its mailing address at 424 Via Alegre, San Clemente, California 92672, and that it owns and/or operates a Sancho's Tacos restaurant in Laguna Niguel, California.

9. Plaintiff is informed and believes that at all times mentioned herein, Defendant SANCHO'S TACOS BAKERSFIELD LLC is and was a California limited liability company (California Secretary of State Entity No. 202006910390) with its principal office at 424 Via Alegre, San Clemente, California 92672, in the County of Orange, and that it owns and/or operates a Sancho's Tacos restaurant in Bakersfield, California.

10. Plaintiff is informed and believes that at all times mentioned herein, Defendant SANCHO'S TACOS CLAREMONT LLC is and was a California limited liability company (California Secretary of State Entity No. 202354716596) with its principal office at 424 Via Alegre, San Clemente, California 92672, in the County of Orange, and that it owns and/or operates a Sancho's Tacos restaurant in Claremont, California.

11. Plaintiff is informed and believes that at all times mentioned herein, Defendant DONALD LANCASTER is and was a resident of the State of California and is and was the owner, chief executive officer, director, manager, member, and/or managing agent of SANCHO'S TACOS, INC., SANCHO'S TACOS WORLDWIDE, SANCHOS TACOS SAN CLEMENTE LLC, SANCHO'S TACOS OCEANSIDE LLC, SANCHO'S TACOS

NEWPORT BEACH LLC, SANCHO'S TACOS LAGUNA NIGUEL LLC, SANCHO'S TACOS BAKERSFIELD LLC, and SANCHO'S TACOS CLAREMONT LLC. DONALD LANCASTER is and was involved in the day-to-day activities of the business, personally controlled the wages, hours, and working conditions of Plaintiff and other similarly situated aggrieved employees, and is included in this lawsuit pursuant to Labor Code § 558.1.

12. Defendants SANCHO'S TACOS, INC., SANCHO'S TACOS WORLDWIDE, SANCHOS TACOS SAN CLEMENTE LLC, SANCHO'S TACOS OCEANSIDE LLC, SANCHO'S TACOS NEWPORT BEACH LLC, SANCHO'S TACOS LAGUNA NIGUEL LLC, SANCHO'S TACOS BAKERSFIELD LLC, and SANCHO'S TACOS CLAREMONT LLC are collectively referred to herein as "SANCHO'S." SANCHO'S, DONALD LANCASTER, and DOES 1 to 25 are collectively referred to herein as "Defendants." Where a cause of action below is asserted against fewer than all Defendants, references to "Defendants" within that cause of action refer to the Defendants identified in the heading of that cause of action.

13. It is Plaintiff's position that each of the SANCHO'S entities is a joint employer of Plaintiff and the other aggrieved employees under California law in that each of them controlled the wages, hours, and/or working conditions of Plaintiff and others. In addition, the SANCHO'S entities are an "integrated enterprise" under the law. The integrated enterprise test sets forth four factors for assessing whether multiple entities are considered a single entity for purposes of liability: (1) interrelation of operations; (2) common management; (3) centralized control of labor relations; and (4) common ownership or financial control. Even though one does not have to show proof of all factors to prevail on an integrated enterprise claim, here all four factors are unequivocally met. Each of the SANCHO'S entities has the same ownership and management, including DONALD LANCASTER and Erika Young, who are listed with the California Secretary of State as the officers, directors, managers, and/or members of each of the SANCHO'S entities; each of the SANCHO'S entities shares the same principal office and mailing address at 424 Via Alegre, San Clemente, California 92672; each of the SANCHO'S entities uses the same agent for service of process; and each of the

SANCHO'S entities operates under the common "Sancho's Tacos" trade name. Furthermore, there is centralized control of labor relations and there is interrelation of operations among all of the SANCHO'S entities. As such, it is Plaintiff's position that the Labor Code violations alleged herein against SANCHO'S TACOS, INC. are equally applicable to each of the other SANCHO'S entities.

14. Plaintiff is informed and believes that each Defendant was the alter ego of the remaining Defendants, and as hereinafter alleged, was acting for its own benefit and/or the benefit of one or more of the remaining Defendants. Plaintiff is informed and believes, and thereon alleges, that there exists a unity of ownership and interest between one or more of Defendants, such that any individuality and separateness between them has ceased, and said Defendants, and each of them, was at all times relevant, the alter ego of all other Defendants.

15. Plaintiff is informed and believes that the Court's adherence to the fiction of the separate existence of any or all Defendants as entities distinct from one another would permit an abuse of the corporate privilege, would sanction fraud, and/or promote injustice. Plaintiff is informed and believes, and on that basis alleges, that one or more of Defendants herein was an entity which is, and at all times herein mentioned was, controlled, dominated, and operated by one or more of the other Defendants and, in that, the activities and business of the other Defendants were carried on without the holding of director's or shareholders meetings or with no records or minutes of any corporate proceedings.

16. At all times mentioned herein and at all times material hereto, each of the Defendants named in this First Amended Complaint was the agent, employee, partner, and joint venturer of each of the other Defendants named and mentioned herein, and was acting within the course and scope of, and in furtherance of, said agency, employment, partnership, and joint venture described herein. Plaintiff is further informed and believes, and upon such information and belief alleges, that at all times herein mentioned, each of the Defendants gave consent to, ratified, and authorized the acts alleged herein of each of his or its co-Defendants.

17. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so

Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are responsible for the conduct alleged herein in some manner. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

18. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

19. Plaintiff filed his original Complaint in this action on July 10, 2023, against SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25. Paragraph 9 of the original Complaint identified SANCHO'S TACOS WORLDWIDE, SANCHOS TACOS SAN CLEMENTE LLC, SANCHO'S TACOS OCEANSIDE LLC, SANCHO'S TACOS NEWPORT BEACH LLC, SANCHO'S TACOS LAGUNA NIGUEL LLC, SANCHO'S TACOS BAKERSFIELD LLC, and SANCHO'S TACOS CLAREMONT LLC as joint employers and as members of a single integrated enterprise with SANCHO'S TACOS, INC. Plaintiff files this First Amended Complaint to name each of those entities as a Defendant.

20. Plaintiff started working for SANCHO'S in or around March 2022 as a cook at the Sancho's Tacos restaurant located in the County of Orange. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff's employment ended on or around March 2, 2023.

21. In the case of *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, the plaintiff, Huff, was employed as a security guard for the defendant employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations of the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary

employees. The trial court determined Huff was not a temporary employee and, therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgment. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for violations that the representative has personally suffered. The PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves and others. The statute also states that an "aggrieved employee" is "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." Because at least one of the violations that Huff had alleged had affected him personally, the Court of Appeal rejected Securitas' position.

22. In sum, since PAGA allows plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits broader than the specific violations the named employee experienced. Therefore, even if the employee did not personally experience the Labor Code violations, the employer may still be liable under PAGA. Consequently, it is Plaintiff's position that Plaintiff can unequivocally bring the following Labor Code violations on behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of job title or job duties, at any of SANCHO'S' locations in California during the relevant PAGA period. It is Plaintiff's position that SANCHO'S has violated numerous Labor Code sections against Plaintiff and other similarly situated aggrieved employees, who include all non-exempt, hourly employees who worked for SANCHO'S at their various locations in the State of California during the relevant PAGA period.

23. SANCHO'S violated Labor Code §§ 1194, 1194.2, 1197, and 1197.1 because it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. This is so because SANCHO'S had a company policy wherein they would disproportionately round down the number of hours worked, resulting in "time shaving" and further resulting in aggrieved employees not being paid for all hours worked. Furthermore, and to the extent that

Plaintiff and others worked through their meal periods while "off the clock," they were not compensated for all hours worked, which would be akin to a minimum wage violation. Furthermore, aggrieved employees regularly performed work-related tasks before clocking in and after clocking out, including setting up and cleaning up.

24. Due to the above "off the clock" violations, SANCHO'S also violated Labor Code § 510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff's and other aggrieved employees' actual work hours entitled them to overtime compensation; however, SANCHO'S did not compensate its hourly, non-exempt employees with the correct amount of overtime due to the "off the clock" work and time shaving as described above. Furthermore, SANCHO'S failed to include bonuses/incentive payments in calculating employees' regular rate of pay for use in determining the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into employees' regular rate for purposes of receiving meal and rest break premiums pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.

25. SANCHO'S also violated Labor Code § 226.7 and the applicable Industrial Welfare Commission Wage Order No. 5 because it failed to provide Plaintiff and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or major fraction thereof, throughout their employment. SANCHO'S did not completely relieve Plaintiff and others of all duty during said rest periods. SANCHO'S did not pay to Plaintiff and others one additional hour of pay at their regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Plaintiff to take at least two rest breaks per shift. The concept of rest breaks was not consistently implemented as it was not company policy. Moreover, it would not have been possible for employees such as Plaintiff and others to take such rest breaks due to being understaffed and due to a heavy workload, especially in the fast-paced restaurant industry. As such, the culture as well as the policies and procedures of SANCHO'S did not lend itself to the employees receiving consistent statutory rest breaks

wherein they were relieved of all work duties. The environment at SANCHO'S was not conducive to receiving multiple statutory rest breaks under California law, and timely, statutory rest breaks were not authorized or enforced.

26. SANCHO'S violated Labor Code §§ 512 and 226.7 and the applicable Industrial Welfare Commission Wage Order No. 5 because it failed to provide hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. SANCHO'S did not completely relieve Plaintiff and other employees of all duty during said meal periods. SANCHO'S did not pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. The hourly, non-exempt employees would often not be able to consistently receive any meal breaks. Moreover, even if aggrieved employees were able to take meal breaks, the meal breaks would be late and after the fifth hour worked, or they would be interrupted. The latter was due to the workload and due to being in a fast-paced restaurant environment. In fact, one look at Plaintiff's time records would indicate that he consistently took meal breaks late due to the workload and not having other employees to relieve him of his cooking duties. Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the company culture and was not enforced by SANCHO'S. Consequently, it was the normal practice and custom of SANCHO'S not to authorize, permit, and enforce timely statutory meal periods. If SANCHO'S had Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift. If SANCHO'S had Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid and unenforceable because the nature of Plaintiff's job as a cook does not and did not prevent him from taking a meal period, and the company could have hired "breakers" to relieve Plaintiff of his job duties so that he could actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did not always receive statutory,

timely meal periods during their employment. To the extent that SANCHO'S argues that employees received meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, the Court stated that "section 226.7 does not give employers a lawful choice between providing either meal and rest breaks or an additional hour of pay." Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp* (S.D. Cal. Mar. 22, 2016) 2016 WL 1110302, at *4. As such, the work environment and culture at SANCHO'S was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

27. Furthermore, during the relevant time period, and due to the above Labor Code violations, SANCHO'S failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code § 204. SANCHO'S was also in violation of California Labor Code § 226(a) by failing to include pertinent information on the wage statements, including but not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period, all employee identifying information, the correct and complete name and address of the legal employer, and reimbursement for business expenses, among others. As such, SANCHO'S did not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized wage statements. During the relevant time period, SANCHO'S also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and others pursuant to California Labor Code § 1174(d).

28. SANCHO'S also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, including minimum wages, overtime compensation, and premium pay for missed meal and rest breaks. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by SANCHO'S. These costs include, but are not limited to, uniforms and use of personal cell phones for work purposes. Accordingly, SANCHO'S was in violation of California Labor Code §§ 2800 and 2802. Additionally, SANCHO'S violated Labor Code §§ 351 and 353 by taking some of the tips meant for employees and also deducting the tips from aggrieved employees' earned wages. SANCHO'S also deducted the credit card fee from aggrieved employees' tips and did not timely provide the credit card and even cash tips to aggrieved employees. As such, the aggrieved employees were not given the accurate tips to which they were entitled.

29. In addition, Plaintiff also has individual claims for discrimination, retaliation, failure to accommodate, and failure to engage in the interactive process pursuant to the Fair Employment and Housing Act ("FEHA") in that Plaintiff was retaliated against after informing the company that he had been involved in a serious car accident and had suffered serious injuries. Plaintiff was in a car accident on February 27, 2023, and informed his employer that he would not be able to make it to work in that he was being taken to the hospital. Following Plaintiff informing his employer that he was injured, Plaintiff's work schedule was severely reduced to just one (1) day per week (from full time). SANCHO'S unequivocally retaliated against and punished Plaintiff for his physical disabilities and his request for some time off. As such, Plaintiff was forced to quit his employment and also has claims for wrongful constructive discharge in violation of public policy.

30. Pursuant to California Government Code § 12960, Plaintiff has exhausted his administrative remedies. Plaintiff filed a complaint with the Department of Fair Employment

and Housing (now the Civil Rights Department) alleging the FEHA causes of action in this First Amended Complaint, and the Department immediately issued to Plaintiff a right-to-sue notice.

31. Pursuant to Labor Code § 2699.3, on March 28, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and to SANCHO'S TACOS, INC. and DONALD LANCASTER of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. The March 28, 2023 notice identified each of the SANCHO'S entities by name as joint employers and as members of a single integrated enterprise with SANCHO'S TACOS, INC. No response was received from the LWDA within sixty-five (65) days of the postmark date of that notice. On or about September 17, 2026, Plaintiff provided an amended and supplemental written notice to the LWDA and to each of the Defendants, formally naming each of the SANCHO'S entities as an employer of the aggrieved employees and restating the specific provisions of the Labor Code alleged to have been violated and the facts and theories supporting the alleged violations. Plaintiff therefore has exhausted all administrative remedies required of him under Labor Code §§ 2698, 2699, and 2699.3.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations, Title 8, Section 11040/11050, and California Labor Code section 1198)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

32. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 31, inclusive, of this First Amended Complaint as though fully set forth herein.

33. At all times relevant herein, Defendants were required to compensate their employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code

of Regulations, Title 8, Section 11040/11050.

34. For the three (3) years preceding the filing of this action, Defendants failed to compensate Plaintiff for all hours worked.

35. Under the aforementioned wage order and regulations, Plaintiff is entitled to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this action.

36. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

37. Defendants' conduct described herein violates Labor Code §§ 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code §§ 218.5, 512, 558, and 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorneys' fees and costs of suit.

38. Under this cause of action, Plaintiff prays for the wages and penalties due under the statutes alleged, along with any allowable interest, penalties, attorneys' fees, and costs, according to proof at trial.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code sections 1194, 1194.2, 1197)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

39. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 38, inclusive, of this First Amended Complaint as though fully set forth herein.

40. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code

of Regulations, Title 8, Section 11040/11050, subdivision 4.

41. Pursuant to IWC Wage Order No. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so . . . ."

42. During his employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants, and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code § 1197 and the applicable California Industrial Welfare Commission wage order(s).

43. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in good faith, nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

44. For all hours worked by Plaintiff for which he was paid less than the minimum wage rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage rate and, pursuant to Labor Code § 1194.2(a), liquidated damages in an amount equal to the unpaid minimum wages and interest thereon. Pursuant to Labor Code § 1194, Plaintiff is also entitled to attorneys' fees, costs, and interest according to proof.

45. Under this cause of action, Plaintiff prays for the wages and penalties due under the statutes alleged, along with any allowable interest, penalties, attorneys' fees, and costs, according to proof at trial.

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THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations, Title 8, Section 11040/11050; California Labor Code section 510)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

46. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 45, inclusive, of this First Amended Complaint as though fully set forth herein.

47. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations, Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday in a week.

48. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations, Title 8, Section 11040/11050.

49. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a single workday, or forty (40) hours in a single workweek on numerous occasions.

50. Plaintiff was entitled to the above overtime premiums.

51. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past twelve (12) in a day.

52. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

53. Plaintiff worked at least one pay period in which he was not properly paid overtime within the three (3) years prior to the initiation of this lawsuit.

54. Defendants know or should know the actual dates of overtime worked, the amount of overtime worked, and the amount of unpaid overtime due.

55. As a proximate result of Defendants' violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

56. Pursuant to California Labor Code §§ 218.6, 510, and 1194, and California Code of Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus reasonable attorneys' fees and costs of suit.

57. Under this cause of action, Plaintiff prays for the wages and penalties due under the statutes alleged, along with any allowable interest, penalties, attorneys' fees, and costs, according to proof at trial.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code section 226)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

58. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 57, inclusive, of this First Amended Complaint as though fully set forth herein.

59. Pursuant to California Labor Code § 226, every employer must furnish each employee an itemized statement of wages and deductions at the time of payment of wages.

60. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that accurately reflected all information required by Labor Code § 226, including but not limited to, gross wages earned, including overtime, minimum wages, and premium pay for missed meal and rest breaks, net wages earned, total hours worked by the employee, and all

deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code § 226(a).

61. Pursuant to California Labor Code § 226(e), Plaintiff is 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 amount of four thousand dollars ($4,000), plus costs and reasonable attorneys' fees.

62. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorneys' fees pursuant to statute.

63. Under this cause of action, Plaintiff prays for the penalties due under the statutes alleged, along with any allowable interest, penalties, attorneys' fees, and costs, according to proof at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code section 204)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 63, inclusive, of this First Amended Complaint as though fully set forth herein.

65. California Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

66. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code § 204.

67. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges that at all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

68. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent he was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

69. Under this cause of action, Plaintiff prays for the wages and penalties due under the statutes alleged, along with any allowable interest, penalties, attorneys' fees, and costs, according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code sections 201, 202, 203)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 69, inclusive, of this First Amended Complaint as though fully set forth herein.

71. Pursuant to California Labor Code § 201(a), an employer who discharges an employee must immediately pay all compensation due and owing.

72. Pursuant to California Labor Code § 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work if the employee gives more than 72 hours' notice of resignation.

73. Pursuant to California Labor Code § 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the

wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days.

74. After Plaintiff's employment with Defendants ended, Defendants willfully refused, and continue to refuse, to pay him unpaid wages as required by Labor Code § 203.

75. Under this cause of action, Plaintiff prays for the wages and penalties due under the statutes alleged, along with any allowable interest, penalties, attorneys' fees, and costs, according to proof at trial. Moreover, Plaintiff prays for the above-mentioned amounts from the three (3) years immediately preceding the filing of this lawsuit.

76. Under this cause of action, Plaintiff also prays for attorneys' fees and costs under California Labor Code § 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code § 218.6.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(California Labor Code section 226.7; IWC Wage Order No. 4/5)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

77. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 76, inclusive, of this First Amended Complaint as though fully set forth herein.

78. Plaintiff brings this cause of action under the following laws, for the following reasons: (a) Title 8 of the California Code of Regulations, Sections 11040/11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, and that the authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof; (b) Title 8 of the California Code of Regulations, Sections 11040/11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of the order, the employer shall pay the employee one (1) hour of pay at the

employee's regular rate of compensation for each workday that the rest period is not provided; (c) Title 8 of the California Code of Regulations, Sections 11040/11050(20)(A), which penalizes the employer $50.00 for each initial violation, per employee, of any provision of the Wage Order, and $100.00 for each additional violation thereafter per employee; and (d) California Labor Code § 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

79. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

80. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action, along with any allowable interest, penalties, attorneys' fees, and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from the three (3) years immediately preceding the filing of this lawsuit.

81. Plaintiff also prays for recovery of costs and attorneys' fees under Labor Code § 218.5, as well as interest under Labor Code § 218.6.

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL BREAKS

(California Labor Code sections 512, 226.7; IWC Wage Order No. 4/5)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

82. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 81, inclusive, of this First Amended Complaint as though fully set forth herein.

83. Plaintiff brings this cause of action under the following laws, for the following reasons: (a) California Labor Code § 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work; (b) California Labor Code § 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided; (c) California Industrial Welfare Commission Order No. 4/5, section 11(B), as codified under Title 8 of the California Code of Regulations, Section 11040/11050, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided; (d) California Industrial Welfare Commission Wage Order No. 4/5, section 7(A)(3), as codified under Title 8 of the California Code of Regulations, Section 11040/11050, which requires an employer to maintain records documenting its employees' meal periods; (e) California Industrial Welfare Commission Wage Order No. 4/5, section 20(A), as codified under California Code of Regulations, Section 11040/11050, which penalizes the employer $50.00 for each initial violation, per employee, of any provision of the Wage Order, and $100.00 for each additional violation thereafter per employee; and (f) California Labor Code §§ 1171 and 1173, which have given the Industrial Welfare Commission jurisdiction to enact Wage Orders (such as Wage Order Nos. 4 and 5) as enforceable law.

84. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code § 512(a) and California Industrial Welfare Commission Order No. 4/5, as codified under California Code of Regulations, Sections 11040/11050 et

seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein the employee is relieved of all work duty. California Labor Code § 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code § 226.7 and California Code of Regulations, Sections 11040/11050, require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each workday that the meal period is not given.

85. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action, along with any allowable interest, penalties, attorneys' fees, and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from the three (3) years immediately preceding the filing of this lawsuit.

86. Plaintiff also prays for recovery of costs and attorneys' fees under Labor Code § 218.5, as well as interest under Labor Code § 218.6.

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(California Labor Code sections 2800, 2802)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

87. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 86, inclusive, of this First Amended Complaint as though fully set forth herein.

88. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

89. Beginning at least three (3) years prior to the filing of this action, in order to discharge his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendants. These

expenses include, but are not limited to, uniforms and use of personal cell phones for work purposes.

90. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and costs, under Labor Code §§ 2800 and 2802.

TENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Representative Claim for Civil Penalties under California Labor Code sections 2698, 2699, and 2699.3 for Violations of Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, and 2802)

(Against All Defendants)

91. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 90, inclusive, of this First Amended Complaint as though fully set forth herein.

92. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated March 28, 2023, Plaintiff gave written notice by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to SANCHO'S TACOS, INC. and DONALD LANCASTER of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. The March 28, 2023 notice further identified each of the SANCHO'S entities named as Defendants in this First Amended Complaint as joint employers of the aggrieved employees and as members of a single integrated enterprise with SANCHO'S TACOS, INC.

93. Pursuant to California Labor Code § 2699.3, no response was received from the LWDA within sixty-five (65) days of the postmark date of the above-referenced notice.

94. On or about September 17, 2026, Plaintiff provided an amended and supplemental written notice to the LWDA and to each of the Defendants, including each of the SANCHO'S entities, formally naming each of them as an employer of the aggrieved employees against whom civil penalties are sought, and restating the specific provisions of the

Labor Code alleged to have been violated and the facts and theories supporting the alleged violations.

95. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code §§ 2698, 2699, and 2699.3 and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

96. Pursuant to California Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code § 2699.3.

97. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violators and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former employees, including all current and former hourly, non-exempt employees who worked for SANCHO'S in the State of California during the applicable PAGA period.

98. Based on the acts alleged above, Plaintiff, on behalf of the State of California and other aggrieved employees, seeks civil penalties under California Labor Code §§ 2698 and 2699 because of Defendants' violations of numerous provisions of the California Labor Code as alleged in this First Amended Complaint.

99. California Labor Code § 2699 et seq. imposes penalties upon culpable Defendants for violating the Labor Code.

100. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA, as Plaintiff is not seeking individual penalties, victim-specific relief, or underpaid wages for himself or other employees under this specific PAGA cause of action. Plaintiff has separate causes of action in this First Amended Complaint for individual wages but is not seeking

wages through the PAGA cause of action.

101. Specifically, Plaintiff seeks civil penalties under California Labor Code § 2699 for violations of California Labor Code §§ 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, and 2802, and any other Labor Code sections and/or Industrial Welfare Commission Wage Order (Nos. 4/5) provisions violated based on the facts alleged in this First Amended Complaint.

102. Pursuant to Labor Code § 2698 et seq., Plaintiff seeks to recover attorneys' fees, costs, and civil penalties on behalf of the State of California, Plaintiff, and other current and former aggrieved employees, as alleged herein, in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL RECORDS

(California Labor Code section 1198.5)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

103. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 102, inclusive, of this First Amended Complaint as though fully set forth herein.

104. Labor Code § 1198.5 provides that "every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

105. Moreover, pursuant to subdivision (b)(1) of Labor Code § 1198.5, "the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times . . . ." On information and belief, Defendants intentionally failed to provide Plaintiff with personnel records when requested by Plaintiff via letter on March 28, 2023, as required by law. Plaintiff requested his personnel records in accordance with California Labor

Code § 1198.5(k) on March 28, 2023, via U.S. certified mail, return receipt requested.

106. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to provide personnel records.

107. Plaintiff seeks all available remedies for Defendants' violations, including, but not limited to, penalties and costs to the extent permitted by law and according to proof at the time of trial. Pursuant to Labor Code § 1198.5, Plaintiff prays for judgment against Defendants in the amount of $750.00, along with costs and attorneys' fees.

TWELFTH CAUSE OF ACTION

FAILURE TO PROVIDE PAY RECORDS

(California Labor Code section 226)

(Against Defendants SANCHO'S TACOS, INC., DONALD LANCASTER, and DOES 1 to 25, inclusive)

108. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 107, inclusive, of this First Amended Complaint as though fully set forth herein.

109. Labor Code § 226, subdivision (b), provides that "an employer . . . shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer . . . ."

110. Moreover, pursuant to subdivision (c) of Labor Code § 226, "an employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." On information and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff via certified letter, return receipt requested, on March 28, 2023, as required by law. Plaintiff requested his pay records in accordance with California Labor Code § 226 on March 28, 2023, via certified mail. Defendants failed to provide Plaintiff with an

opportunity to inspect or copy his pay records within 21 days.

111. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to provide pay records. Pursuant to Labor Code § 226, Plaintiff prays for judgment against Defendants in the amount of $750.00, along with costs and attorneys' fees.

112. Plaintiff seeks all available remedies for Defendants' violations, including, but not limited to, penalties and costs to the extent permitted by law and according to proof at the time of trial.

THIRTEENTH CAUSE OF ACTION

DISABILITY DISCRIMINATION IN VIOLATION OF FEHA

(California Government Code section 12940, et seq.)

(Against Defendants SANCHO'S TACOS, INC. and DOES 1 to 25, inclusive)

113. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 112, inclusive, of this First Amended Complaint as though fully set forth herein.

114. Defendants and DOES 1 to 25, inclusive, are covered employers under California's Fair Employment and Housing Act ("FEHA"), Government Code § 12940, et seq.

115. California Government Code § 12926(m) has established a "broad definition" of physical disability; disability protections under FEHA even extend to "perceived" physical disabilities. Under the law of this state, "working" is a major life activity. See Government Code § 12926.1(c).

116. Plaintiff's injuries to his neck, back, shoulder, and his cervical, thoracic, and lumbar spine following his automobile collision, which were debilitating and which limited a major life activity, qualify as disabilities under FEHA, and Plaintiff was entitled to its protection.

117. Defendants knew of Plaintiff's disabilities and violated California Government Code § 12940 et seq. by discriminating against Plaintiff on the basis of his disability.

118. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at the time of trial.

119. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers, and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which personnel decisions and company policies are made without regard to physical disability, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

120. As a proximate result of the foregoing conduct, which violated the provisions of Government Code § 12940, et seq., Plaintiff has been forced to and will incur attorneys' fees and costs in the prosecution of this cause of action, in an amount to be proven at the time of trial.

FOURTEENTH CAUSE OF ACTION

FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF FEHA

(California Government Code section 12940(m))

(Against Defendants SANCHO'S TACOS, INC. and DOES 1 to 25, inclusive)

121. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 120, inclusive, of this First Amended Complaint as though fully set forth herein.

122. California Government Code § 12940(m) provides that it is unlawful for an employer to fail to make reasonable accommodation for the known physical disability of an employee.

123. Defendants failed to make reasonable accommodation of Plaintiff's physical

disabilities, of which Defendants were unequivocally aware.

124. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at the time of trial.

125. The foregoing conduct engaged in by Defendants and each of their directors, officers, and/or managing agents constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to receive reasonable accommodations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

126. As a proximate result of the foregoing conduct, which violated the provisions of Government Code § 12940, et seq., Plaintiff has been forced to and will incur attorneys' fees and costs in the prosecution of this cause of action, in an amount to be proven at the time of trial.

FIFTEENTH CAUSE OF ACTION

FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA

(California Government Code section 12940(n))

(Against Defendants SANCHO'S TACOS, INC. and DOES 1 to 25, inclusive)

127. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 126, inclusive, of this First Amended Complaint as though fully set forth herein.

128. California Government Code § 12940(n) provides that it is unlawful for an employer to fail to engage in a timely, good faith, interactive process with an employee to determine effective accommodations for that employee's physical disability.

129. Defendants failed to engage in a timely, good faith, interactive process with

Plaintiff to determine effective reasonable accommodations for Plaintiff's known physical disabilities.

130. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at the time of trial.

131. The foregoing conduct engaged in by Defendants and each of their directors, officers, and/or managing agents constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to engage in the interactive process and receive reasonable accommodations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

132. As a proximate result of the foregoing conduct, which violated the provisions of Government Code § 12940, et seq., Plaintiff has been forced to and will incur attorneys' fees and costs in the prosecution of this cause of action, in an amount to be proven at the time of trial.

SIXTEENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF FEHA

(California Government Code section 12940(h), (m)(2))

(Against Defendants SANCHO'S TACOS, INC. and DOES 1 to 25, inclusive)

133. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 132, inclusive, of this First Amended Complaint as though fully set forth herein.

134. At all times herein mentioned, Government Code § 12940 et seq. was in full force and effect and was binding upon Defendants and each of them. Said statute imposes certain duties upon Defendants concerning discrimination and retaliation against persons, such as Plaintiff, on the basis of physical disability or on the basis of Plaintiff requesting time off of

work or missing time from work in order to manage his workload and doctor's appointments due to his physical disabilities. Said statutes were intended to prevent the type of injury and damage set forth herein. Plaintiff was, at all times herein mentioned, a member of the class of persons intended to be protected by said statutes. As alleged above, Plaintiff was retaliated against and was forced to quit his job as a result of his physical disabilities and being forced to miss work as a result of his physical disabilities.

135. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things. As a result, Plaintiff has suffered such damages in an amount according to proof.

136. As a further direct and proximate result of the conduct of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish, and emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered such damages in an amount according to proof.

137. In committing the foregoing acts, Defendants have been guilty of oppression, fraud, and/or malice under California Civil Code § 3294, thereby entitling Plaintiff to punitive damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

138. The acts of oppression, fraud, and/or malice were engaged in by employees of Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the wrongful conduct for which an award of punitive damages is sought, and/or was personally guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard, authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on the part of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with California Civil Code § 3294 in a sum appropriate to punish and make an example of each Defendant.

139. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and costs.

SEVENTEENTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA

(California Government Code section 12940(k))

(Against Defendants SANCHO'S TACOS, INC. and DOES 1 to 25, inclusive)

140. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 139, inclusive, of this First Amended Complaint as though fully set forth herein.

141. At all times herein mentioned, FEHA, California Government Code § 12940(k), was in full force and effect and was binding on Defendants. This statute states that it is an unlawful employment practice in California for an employer to "fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring."

142. During the course of Plaintiff's employment, Defendants failed to prevent their employees, including management, from engaging in intentional actions that resulted in Plaintiff being treated less favorably and eventually being constructively terminated because of Plaintiff's protected status (i.e., his physical disabilities and request for time off work due to his injuries and disabilities). During the course of Plaintiff's employment, Defendants failed to prevent their employees from engaging in unjustified employment practices against employees in such protected classes. During the course of Plaintiff's employment, Defendants failed to prevent a pattern and practice by their employees of intentional discrimination and retaliation on the basis of physical disability and/or other protected status and/or protected activity.

143. Plaintiff believes and, on that basis, alleges that his physical disabilities and other protected status and/or protected activity in informing his employer about his disabilities and injuries and requesting time off work was a substantial motivating factor in Defendants' employees' discriminating against him and retaliating against him.

144. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at the time of trial.

145. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers, and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which personnel decisions and company policies are made without regard to physical disability, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

146. As a proximate result of the foregoing conduct, which violated the provisions of Government Code § 12940, et seq., Plaintiff has been forced to and will incur attorneys' fees and costs in the prosecution of this cause of action, in an amount to be proven at the time of trial.

EIGHTEENTH CAUSE OF ACTION

WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY

(Against Defendants SANCHO'S TACOS, INC. and DOES 1 to 25, inclusive)

147. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 146, inclusive, of this First Amended Complaint as though fully set forth herein.

148. At all times during his employment with Defendants, Plaintiff performed his duties with the utmost diligence and competence.

149. Plaintiff is informed and believes and thereon alleges that Defendants' decision to discriminate against him and retaliate against him, as alleged herein, was motivated by Plaintiff's physical disabilities and Plaintiff having to miss work and manage his workload due to his disabilities. Plaintiff is further informed and believes and thereon alleges that any other reasons proffered by Defendants were and are pretextual in nature. Defendants intentionally created the aforementioned discrimination and retaliation and failed to reasonably accommodate Plaintiff's physical disabilities, thereby not giving Plaintiff an opportunity to work in an environment free of discrimination and retaliation.

150. The employment of Plaintiff was constructively and wrongfully terminated in or around March 2023 in violation of the fundamental public policy of the State of California with respect to discriminating against an employee on account of his physical disability. Plaintiff was forced to hire an attorney to assist him to end these illegal activities. Said conduct violated statutory and constitutional expressions of public policy including, but not limited to, California Government Code § 12940 et seq. and the California Constitution, Article I, section 8.

151. As set forth above, said actions by Defendants were wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its laws, objectives, and policies. Said statutes and constitutional expressions of public policy include, but are not limited to, California Government Code § 12940 et seq. and the California Constitution, Article I, section 8. These laws inure to the benefit of the public at large, and not just the private interests of the employers and employees whom they govern or protect.

152. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at the time of trial.

153. The foregoing conduct engaged in by Defendants and each of their directors, officers, and/or managing agents constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of discrimination and retaliation based on physical disability, where workers receive reasonable accommodations for their physical disabilities, and where workers are not retaliated against due to issues related to their physical disabilities, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

NINETEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code section 17200, et seq.)

(Against Defendants SANCHO'S TACOS, INC. and DOES 1 to 25, inclusive)

154. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 153, inclusive, of this First Amended Complaint as though fully set forth herein.

155. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitute unfair and unlawful business practices under California Business and Professions Code § 17200, et seq.

156. Defendants' violations of the California labor laws and the Labor Code, as well as FEHA, constitute a business practice because they were done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and other employees.

157. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of suit as specifically provided in California Code of Civil Procedure § 1021.5 and California Business and Professions Code § 17200, et seq.

158. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to all relief available under California Business and Professions Code § 17200, et seq.

159. For the four (4) years preceding the filing of this action, Plaintiff has suffered damages and requests restitution of all monies and profits to be disgorged from Defendants in

an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For compensatory damages, including lost past and future wages, overtime, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;

2. For special and consequential damages to the extent allowed by law;

3. For general damages according to proof;

4. For an award of punitive/exemplary damages against Defendant SANCHO'S TACOS, INC. to make an example of Defendant SANCHO'S TACOS, INC.;

5. For restitution and disgorgement for all unfair business practices by the corporate Defendants against Plaintiff in an amount according to proof;

6. For an order enjoining the corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code § 17200, et seq.;

7. For damages and penalties against Defendants under Labor Code § 226 for Plaintiff in an amount subject to proof at trial;

8. For damages and penalties pursuant to Labor Code § 203 against Defendants in an amount subject to proof at trial;

9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period;

11. For the maximum civil penalties available under the Labor Code and applicable Wage Order against all Defendants as described more particularly in this First Amended Complaint and the representative PAGA cause of action, to be distributed as provided in Labor Code § 2699;

12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code, including an award of unpaid wages, attorneys' fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;

13. For the imposition of civil penalties and/or statutory penalties;

14. For reasonable attorneys' fees where available by law, including but not limited to, pursuant to the California Labor Code, including § 2699, FEHA, including Government Code § 12965, Code of Civil Procedure § 1021.5, and/or other applicable laws;

15. For costs and expenses of suit incurred herein;

16. For all interest as allowed by law; and

17. For such other and further relief as the Court deems just and proper.

DATED: September 18, 2026 **MESSRELIAN LAW INC.**

By _____
Harout Messrelian, Esq.
Yervand Boyajyan, Esq.
Attorneys for Plaintiff
Luis Alexis Villanueva Perez

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: September 18, 2026 **MESSRELIAN LAW INC.**

By _____
Harout Messrelian, Esq.
Yervand Boyajyan, Esq.
Attorneys for Plaintiff
Luis Alexis Villanueva Perez

PROOF OF SERVICE

STATE OF CALIFORNIA, ORANGE COUNTY

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 101 N. Brand Blvd, Suite 1450, Glendale, CA 91203.

On September 28, 2026, I served the foregoing document(s) described as **FIRST AMENDED COMPLAINT FOR DAMAGES** on the interested parties in this action by attaching true copies thereof and addressing it as follows:

Charles S. Lew, Esq.
charles@thelewfirm.com
Victor R. Balladares, Esq.
victor@thelewfirm.com
THE LEW FIRM
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Telephone: (310) 279-5145

Attorneys for Defendants,
SANCHO'S TACOS, INC. and DONALD LANCASTER

____ (**BY MAIL**) I caused such envelope to be deposited in the mail at Glendale, California. The envelope was mailed with postage thereon fully paid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence from mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

____ (**BY OVERNIGHT DELIVERY**) I caused such envelope to be delivered via overnight delivery to the addressee listed above.

__X__ (**BY ELECTRONIC TRANSMISSION**) I caused such document to be delivered via electronic transmission to the addressee(s) listed above.

I served the documents by the means described above on September 28, 2026.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/Yervand Boyajyan
Yervand Boyajyan, Esq.