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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

Jazzmin Rideout, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

First Pitch Entertainment, LLC, a California
Limited Liability Company; **Samuel J. Sigal**, an
individual; and **Does 1-10**;

Defendants.

CASE NO. VCU329435

[Assigned to the Hon. David Mathias, Dept. 1]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) Failure to Pay Minimum Wages;
- 2) Failure to Provide Rest Periods or Premium Pay in Lieu Thereof;
- 3) Failure to Provide and Maintain Accurate Records;
- 4) Failure to Pay Wages When Due;
- 5) PAGA Penalties; and
- 6) Violation of California Business & Professions Code §§ 17200, et seq.

1 Plaintiff hereby brings this action on behalf of herself and all other similarly situated current and
2 former employees, by and through her counsel of record, and alleges as follows:

3 **PARTIES**

4 1. At all relevant times for this Complaint, Plaintiff **Jazzmin Rideout** is and has been a resident
5 of Tulare County, California. Plaintiff was employed as an hourly non-exempt employee by Defendant from
6 on or around May 25, 2023 to on or around July 18, 2025. Plaintiff was subject to the policies and practices
7 described in this Complaint at all times during her employment at Defendants.

8 2. Defendant **First Pitch Entertainment, LLC** (“First Pitch”) is a California Limited Liability
9 Company that owns and operates a baseball field in Visalia, California. On information and belief, it employs
10 around 100 hourly, non-exempt employees.

11 3. Defendant **Samuel J. Sigal** (“Sigal”) is a Manager of First Pitch. Upon information and belief,
12 he is a resident of the County of Tulare in the State of California. Upon information and belief, Mr. Sigal is a
13 managing agent, director, and/or officer of Defendants and he caused or directed to be caused some or all of
14 the Labor Code violations alleged herein. Since Mr. Sigal is a managing agent, director, and/or officer of
15 Defendants and because he caused or directed the acts described herein, he is personally liable for the Labor
16 Code violations set forth in this Complaint under Labor Code Section 558.1.

17 4. Plaintiff is not currently aware of the names and true identities of defendants Does 1-10,
18 inclusive, (hereinafter “Doe Defendants” together with Defendants First Pitch and Sigal as “Defendants”).
19 Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this
20 information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the
21 causes of action asserted, either through its own conduct, or vicariously through the conduct of others. All
22 further references in this complaint to any of the named Defendants includes the fictitiously named defendants.

23 5. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee,
24 partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants’
25 relationship; and the conduct of every Defendant was ratified by each other Defendant.

26 **VENUE AND JURISDICTION**

27 6. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10
28 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and

1 law, including the Labor Code and the Business & Professions Code. Because Defendant transacts business
2 within Tulare County, Defendant is within the jurisdiction of the court for service of process. Moreover,
3 Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action
4 in any court of competent jurisdiction.

5 7. Venue as to Defendant is proper in this Superior Court pursuant to California Code of Civil
6 Procedure § 395. The unlawful acts alleged have directly affected Plaintiff in Tulare County, where Plaintiff
7 provided services for Defendants and where she was injured by their failure to comply with the Labor Code
8 mandates discussed in this Complaint. Accordingly, this Court maintains appropriate jurisdiction over this
9 dispute.

10 **CLASS ACTION ALLEGATIONS**

11 8. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-
12 exempt employees to take bona fide rest breaks pursuant to Labor Code § 226.7.

13 9. Defendants have consistently denied their non-exempt employees the opportunities to take
14 compliant 10-minute rest periods in accordance with California's Labor Code. Upon information and belief,
15 Class Members, including Plaintiff, were required to interrupt their rest periods to service customers, otherwise
16 interrupt or cut short their rest periods, or remain on duty and under Defendants' control during their rest
17 periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including
18 their scheduling and staffing practices and policies. Accordingly, Defendants failed to authorize and permit
19 compliant rest periods as required by law.

20 10. In failing to authorize and/or permit rest periods, Defendants have also implemented a uniform
21 policy of denying compensation in lieu of rest periods to its non-exempt employees, notwithstanding its actual
22 knowledge that such employees were uniformly denied compliant rest periods.

23 11. At all times relevant to this Complaint, Defendants employed Plaintiff or Class Members to
24 service patrons at Defendants' baseball field. Despite this, Plaintiff or Class Members were not paid for all
25 hours worked. By way of example, in order to enter into the baseball field and begin performing her work
26 duties, Plaintiff was required to pass through Defendant's security checkpoint, but upon information and belief,
27 was not compensated for that time while working under Defendants' exercise or control. Defendants were
28 aware of these violations as they willfully failed to pay Plaintiff or Class Members.

12. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff, or Class Members, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing sick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked, including the unpaid premium payments owed to Plaintiff and the Class Members for their missed rest breaks.

13. Plaintiff therefore brings this action on behalf of herself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked for Defendants as a non-exempt employee in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

14. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary records.

15. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 100 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

16. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

17. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands her obligations to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the

rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff has incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

18. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

- a) Whether Defendants had a common policy and/or practice of requiring Class Members to remain under Defendants' control and direction while off-the-clock;
- b) Whether Defendants were required to pay Class Members at least minimum wages for all time spent under its control and direction;
- c) Whether Defendants paid Class Members all owed minimum wages;
- d) Whether Defendants have a common policy and/or practice of permitting compliant rest periods to all non-exempt employees;
- e) Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty rest periods;
- f) Whether Defendants unlawfully and/or willfully deprived Class Members of compliant, off-duty rest periods;
- g) Whether Defendants paid Class Members all required premium wages for non-compliant rest periods;
- h) Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;
- i) Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;
- j) Whether Defendants have a policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned by Class Members;
- k) Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned by Class Members;

l) Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief;

m) Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law; and

n) Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by treating Plaintiff and Class Members unfairly by depriving them of rest periods, failing to provide them with compensation in lieu of rest periods, failing to compensate them for all wages earned, failing to pay wages upon termination, and failing to furnish accurate and timely itemized wage statements upon payment of wages.

19. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the Class through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 1182.12, 1194, 1194.2, 1197.1, and 1198

Failure to Pay Minimum Wages

(Plaintiff and Class Against Defendants)

20. Plaintiff repeats and incorporates by reference all allegations contained in the preceding

1 paragraphs as if fully set forth herein.

2 21. California law requires employers to compensate employees for all time that an employee is
3 “suffered or permitted to work,” which includes all time “when any employer ‘directs, commands or restrains’
4 an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); see
5 also Code Regs. tit. 8, § 11070 (“‘Hours worked’ means the time during which an employee is subject to the
6 control of an employer and includes all the time the employee is suffered or permitted to work, whether or not
7 required to do so.”).

8 22. Defendants failed to compensate Plaintiff and the Class for all hours worked because
9 Defendants had a policy and/or practice whereby they required and/or pressured Class Members to work
10 under Defendants’ control while off-the-clock, including but not limited to forcing or requiring Plaintiff or
11 Class Members to pass through security checkpoints without compensation. Accordingly, Defendants failed to
12 pay Plaintiff or Class Members for all hours worked where they were under the control of Defendants. Upon
13 information and belief, Defendants failed to pay Class Members all minimum wages for other compensable
14 time.

15 23. Accordingly, Defendants failed to pay Plaintiff and Class Members for all hours worked where
16 they were under the control of Defendants and/or suffered or permitted to work.

17 24. As a result of Defendants’ failure and refusal to comply with California law, Plaintiff and Class
18 Members are entitled to recover actual and liquidated damages for the unpaid time, plus injunctive relief and
19 reasonable attorney’s fees and costs. Lab. Code §§ 1194, 1197.1.

20 **SECOND CAUSE OF ACTION**

21 ***California Labor Code §§ 226.7 and 1198***

22 ***Failure to Provide Rest Periods or Premium Pay in Lieu thereof***

23 **(Plaintiff and Class Against Defendants)**

24 25. Plaintiff repeats and incorporates by reference all allegations contained in the preceding
25 paragraphs as if fully set forth herein.

26 26. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to
27 work during any rest period mandated by an applicable order of the IWC, including the Wage Orders.
28 Employers must authorize and permit employees to be relieved of all duty during their rest periods: “A rest

period, in short, must be a period of rest.”¹ *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

27. At all times relevant to this complaint, Defendant knew it was obligated to provide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

28. Defendants’ policies and practices served to deprive the Class of the requisite number of compliant rest periods free of employer control based on their hours worked per shift. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, work through them, or remain under Defendant’s control during breaks due to Defendants’ policies and practices.

29. Defendant was aware that its actions were a violation of applicable law but failed to pay all premium pay as required by law.

30. Pursuant to the relevant Wage Order and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided.

THIRD CAUSE OF ACTION

California Labor Code §§ 226(a)/(f)/(h), 226.3, and 1174(d)

Failure to Provide and Maintain Accurate Records

(Plaintiff and Class Against Defendants)

31. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

32. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social

¹ Employees must also be free to leave the employer’s premises during their rest period. *See id.* at 270 (“In the context of a 10-minute break that employers must provide during the work period, a broad and intrusive degree of control exists when an employer requires employees to remain on call and respond during breaks. An employee on call cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10 minutes to take care of other personal matters that require truly uninterrupted time.”); *see also* Department of Industrial Relations, “Rest Periods,” available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”).

1 security number; (7) the name and address of the legal entity that is the employer; *and* (8) all applicable hourly
2 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the
3 employee.

4 33. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed
5 rest periods ensured that Class Members' wage statements inaccurately reflected gross and net wages earned.
6 Defendants' failure to compensate all hours worked and/or pay all required minimum wages further left the
7 wage statements they provided to employees to be inaccurate.

8 34. Injury. Defendant knowingly and intentionally failed to comply with Labor Code § 226, causing
9 injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by
10 these failures because, among other things, they were confused about whether they were paid properly and/or
11 they were misinformed about how much compensation was owed.

12 35. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not
13 being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages
14 suffered or fifty (\$50) dollars for the initial violation and one-hundred (\$100) dollars for each subsequent
15 violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are
16 entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorney's fees
17 and costs of suit.

18 **FOURTH CAUSE OF ACTION**

19 ***Labor Code §§ 201, 202, 203, and 204***

20 ***Failure to Pay Wages When Due***

21 **(Plaintiff and Class Against Defendants)**

22 36. Plaintiff incorporates by reference all allegations contained in the preceding paragraphs as if
23 fully set forth herein.

24 37. Labor Code § 201 provides, in relevant part, that:

25 If an employee not having a written contract for a definite period quits his or her
26
27
28

1 employment, his or her wages² shall become due and payable not later than 72 hours
2 thereafter, unless the employee has given 72 hours previous notice of his or her
3 intention to quit, in which case the employee is entitled to his or her wages at the
4 time of quitting. Notwithstanding any other provision of law, an employee who quits
5 without providing a 72-hour notice shall be entitled to receive payment by mail if he
or she so requests and designates a mailing address. The date of the mailing shall
constitute the date of payment for purposes of the requirement to provide payment
within 72 hours of quitting.

6 38. Defendants do not include definite periods of service in their contracts of employment for
7 Class Members employed at their California facility. Plaintiff's contract of employment did not include a
8 definite term.

9 39. Labor Code § 203 provides:

10 If an employer willfully fails to pay, without abatement or reduction, in accordance
11 with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
12 quits, the wages of the employee shall continue as a penalty from the due date thereof
13 at the same rate until paid or until an action therefor is commenced; but the wages
14 shall not continue for more than 30 days.

15 40. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202,
16 are due and payable twice during each calendar month, on days designated in advance by the employer as
17 regular paydays.

18 41. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the rest
19 period premiums resulting from its deficient timekeeping and rest period policies.

20 42. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants'
21 employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class
22 Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay
23 the earned rest period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members
24 in violation of Labor Code §§ 201 and 202.

25
26 _____
27 ² Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description,
28 whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other
method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is
performed personally by the person demanding payment."

43. Relief. Defendants’ failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants’ employment, violates Labor Code §§ 201 and 202. Plaintiff and formerly employed Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

FIFTH CAUSE OF ACTION

Labor Code §§ 558, 2698, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

44. Plaintiff repeats and incorporate by reference every allegation in this complaint as if fully set forth herein.

45. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

46. Plaintiff, by nature of her employment with Defendants, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA.

47. Plaintiff, on behalf of the State of California and all Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants’ violation of the Labor Code provisions mentioned in this Complaint, including but not limited to §§ 201, 202, 203, 204, 206.5 226, 226.3, 226.7, 432.5, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, and 1199 as described herein, plus attorneys’ fees and costs.

48. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce

Development Agency in the amounts set forth in Labor Code § 2698.

49. These penalties are in addition to any other relief available under the Labor Code and are allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the affected employees.

50. These penalties may be “stacked” separately for each of Defendants’ violations of the Labor Code subject to the exceptions enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

51. Procedural Requirements Met. On December 8, 2025, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. On February 12, 2026, the sixty-five-day notice period expired as to all defendants. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff’s PAGA Notice is attached herein as **Exhibit A**.

SIXTH CAUSE OF ACTION

California Business and Professions Code §§ 17200, et seq.

Unfair Competition Law

(Plaintiff and Class Against Defendants)

52. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

53. Defendants are a “person” as defined by California Business & Professions Code § 17201, as each is a natural person, corporation, firm, partnership, joint stock company, and/or association.

54. Unlawful Business Practices. Defendants’ knowing violations of the Labor Code, relevant IWC Wage Order, and California Code of Regulations, tit 8, § 3364 constitute an unlawful business practice as set forth in Business & Professions Code § 17200, *et seq.*

55. Defendants’ failure to abide by the laws discussed herein provide Defendant an unfair advantage over their competitors at the expense of their workers. Instead, Defendant cuts corners in the name of higher

profits and at the expense of employee well-being. Defendants' action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

56. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defendant acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

57. Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

- A. For an Order:
 - a. Certifying the Class;
 - b. Appointing Plaintiff as representative of the Class;
 - c. Appointing Plaintiff's counsel as Class Counsel;
- B. For actual and liquidated damages according to proof at trial;
- C. For statutory and civil penalties and special damages, according to proof at trial;
- D. For pre- and post-judgment interest on monetary damages;
- E. For preliminary and permanent injunctive relief;
- F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and
- G. For such other relief as this Court deems just and proper.

Dated: February 12, 2026

Respectfully submitted,

BARAHMAND LAW GROUP

By: 
Navid Barahmand, Esq.
Attorney for Plaintiff and Putative Class

EXHIBIT A

BARAHMAND LAW GROUP

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December 8, 2025

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Suite. 801

Oakland, California 94612

Copy Sent Certified Mail to:

Samuel J. Sigal - Agent for Service of Process

FIRST PITCH ENTERTAINMENT, LLC

5704 W. Sunnyside Drive

Visalia, California 93277

Tracking: 9589 0710 5270 3239 0911 43

SAMUEL J. SIGAL

5704 W. Sunnyside Drive

Visalia, California 93277

Tracking: 9589 0710 5270 3239 0911 36

Re: Private Attorneys General Act ("PAGA") Notice Letter of Jazzmin Rideout on Behalf of Herself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Jazzmin Rideout against Defendant First Pitch Entertainment, LLC ("First Pitch") and Samuel J. Sigal (collectively, "Defendants") in a lawsuit soon to be filed against Defendant in Tulare County Superior Court (the "Action"). A copy of the proposed Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to provide rest breaks pursuant to Lab. Code § 226.7(b); (3) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5, and (4) failing to pay wages when due to Defendant's practices and policies.

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California Labor and Workforce Development Agency
December 8, 2025

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', with a stylized, cursive script.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft Class Action Complaint

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County Los Angeles with the law offices of Barahmand Law Group and its business address is 23801 Calabasas Road, Suite 2034, Calabasas, California 91302.

On **February 12, 2026** I served the foregoing document(s):

FIRST AMENDED CLASS ACTION COMPLAINT

on the person(s) listed below as follows:

HILL, FARRER & BURRILL, LLP
515 S Flower St, 7th Fl
Los Angeles, CA 90071

Attorneys for Defendant:
E. Sean Mccloughlin, Esq.
smcloughlin@hillfarrer.com
Janice K. Warren
jwarren@hillfarrer.com

☐ [by MAIL] - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in Calabasas, California, in a sealed envelope with postage fully prepaid.

☐ [by FAX] - Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at fax number(s) listed above from fax number (818) 574-3757. The machine printed a record of the transmission, and no error was reported by the machine.

☐ [by OVERNIGHT DELIVERY] - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.

☒ [by ELECTRONIC SERVICE] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

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

Executed on February 12, 2026 at Calabasas, California.

By: /s/ Navid Barahmand
Signature