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Attorneys for Plaintiff
KAYLEEN SOUZA,
individually and on behalf of similarly situated employees

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

KAYLEEN MARIE SOUZA, individually and
on behalf of similarly situated employees,

Plaintiff,

v.

SPECIAL NEEDS NETWORK, INC., a
California nonprofit public benefit corporation;
and DOES 1-50, inclusive,

Defendants.

CASE NO.: 26STCV07332

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
6. **Failure to Reimburse Business Expenses (Cal. Labor Code § 2802);**
7. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.)**

8. **Private Attorneys General Act of 2004 (Cal. Labor Code §§2698, et seq.)**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff KAYLEEN MARIE SOUZA ("Plaintiff"), on behalf of Plaintiff and similarly situated employees, hereby submits this Complaint against Defendant SPECIAL NEEDS NETWORK, INC. ("SNN"), a California nonprofit public benefit corporation doing business in California; and DOES 1 through 50, inclusive (collectively, "Defendants"), and each of them, and alleges as follows:

2. This is a class action under California Code of Civil Procedure § 382 seeking damages for unpaid wages, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, penalties, interest, and other equitable relief, and reasonable attorneys' fees and costs under Cal. Labor Code ("Labor Code") §§ 226(e), 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, and applicable IWC Wage Orders, Cal. Civ. Proc. Code § 1021.5, and restitution under California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200 et seq.

3. Plaintiff brings this action on behalf of all other similarly situated individuals – ***all non-exempt employees currently and formerly employed by Defendants*** ("Class Members" or the "Class") – in the State of California from four years prior to the filing of this Complaint through the trial date ("Class Period"). Defendants' violations of California's wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular meal and rest breaks or premium pay for missed meal and rest breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them.

1 5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members
2 inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful
3 violation of California's meal and rest break laws.

4 6. In particular, during the one-year period prior to the filing of this Complaint through
5 to the trial date ("Wage Statement Class Period"), Defendants knowingly and intentionally failed
6 to provide Class Members with accurate itemized wage statements ("Wage Statement Subclass"),
7 in violation of Labor Code §§ 226(a) and 226.2. Defendants did so by providing wage statements
8 with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and
9 to the failure to pay premium pay for missed meal and rest breaks.

10 7. Plaintiff also brings this action in a representative capacity under the California
11 Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. ("PAGA"), on behalf of herself
12 and all other "aggrieved employees" as defined by PAGA (the "PAGA Class"). The PAGA Class
13 consists of all non-exempt individuals employed by Defendants in California during the period
14 beginning on March 5, 2025, one (1) year prior to the filing of Plaintiff's PAGA notice with the
15 California Labor and Workforce Development Agency and continuing through the date of trial
16 ("PAGA Period")

17 8. In addition, Defendants failed to reimburse Plaintiff and Class Members for
18 necessary business expenses incurred in the performance of their job duties, including but not
19 limited to mileage for use of personal vehicles and personal cell phone expenses, in violation of
20 Labor Code § 2802.

21 9. As a result of the above Labor Code violations, Defendants committed unfair,
22 unlawful, and fraudulent business practices, in violation of the UCL.

23 **THE PARTIES**

24 10. Plaintiff KAYLEEN MARIE SOUZA resides in Bellflower, California, and
25 Defendants employed her as a Behavior Technician from approximately June 3, 2023, through
26 February 10, 2026.

27 11. Defendant SPECIAL NEEDS NETWORK, INC. is a California nonprofit public
28 benefit corporation that conducts business and employs individuals in the County of Los Angeles,

1 State of California. SNN provides Applied Behavior Analysis ("ABA") services to clients on the
2 autism spectrum, with its principal place of business located in Los Angeles, California.

3 12. Defendants served as Plaintiff's employer within the meaning of the Labor Code
4 and are therefore subject to the jurisdiction of this Court.

5 13. The true names and capacities, whether individual, corporate, associate, or
6 otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at
7 this time and, therefore, said Defendants are sued by such fictitious names. Plaintiff will seek leave
8 to amend this Complaint to insert the true names and capacities of said Defendants when the same
9 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
10 the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is
11 therefore liable to Plaintiff as alleged hereinafter.

12 14. Plaintiff is informed and believes, and based thereupon alleges, that at all times
13 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
14 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
15 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
16 in part within the course and scope of said agency, employment, conspiracy, joint employment,
17 alter ego status, and/or joint venture and with the permission and consent of each of the other
18 Defendants.

19 15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
20 and each of them, including those Defendants named DOES 1-50, acted in concert with one
21 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
22 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
23 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
24 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
25 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
26 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
27 Plaintiff harm.

16. Whenever and wherever reference is made in this Complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

VENUE

17. Venue is proper in the County of Los Angeles pursuant to Cal. Civ. Proc. Code §§ 395(a) and 395.5. Defendant SNN is a California nonprofit public benefit corporation that maintains offices and transacts business in the County of Los Angeles.

ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1

18. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and separateness of Defendants have ceased to exist.

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

a. Defendant SNN is completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. DOES 1 through 50 derive actual and significant monetary benefits by and through Defendant SNN's unlawful conduct, and by using Defendant SNN as the funding source for their own personal expenditures.

c. Plaintiff is informed and believes that Defendant SNN and DOES 1-50, while really one and the same, were segregated to appear as though separate and distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable purpose.

d. Plaintiff is informed and believes that Defendants do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. Plaintiff is informed and believes, and based thereon alleges, that the

1 business affairs of Defendant SNN and DOES 1-50 are, and at all times relevant
2 were, so mixed and intermingled that the same cannot reasonably be segregated,
3 and the same are in inextricable confusion. Defendant SNN is, and at all times
4 relevant hereto was, used by DOES 1-50 as a mere shell and conduit for the
5 conduct of certain of Defendants' affairs, and are, and were, the alter ego of DOES
6 1-50. The recognition of the separate existence of Defendants would not promote
7 justice, in that it would permit Defendants to insulate themselves from liability to
8 Plaintiff for violations of the Government Code, Labor Code, and other statutory
9 violations. The corporate existence of Defendants and DOES 1-50 should be
10 disregarded in equity and for the ends of justice because such disregard is
11 necessary to avoid fraud and injustice to Plaintiff herein.

12 f. Accordingly, Defendant SNN constitutes the alter ego of DOES 1-50, and
13 the fiction of their separate corporate existence must be disregarded.

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

20 21. Plaintiff is informed and believes that DOES 1-50 were the actual employers and/or
21 "person[s] acting on behalf of the employer" within the meaning of Labor Code section 558.1.

22 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

23 22. Defendant SPECIAL NEEDS NETWORK, INC. is a California nonprofit public
24 benefit corporation engaged in the provision of Applied Behavior Analysis ("ABA") services to
25 individuals on the autism spectrum, with its principal place of business in Los Angeles, California,
26 County of Los Angeles.

27 23. Throughout the Class Period, Plaintiff and Class Members, including the PAGA
28 Class, served as Behavior Technicians and in other non-managerial, non-supervisory roles. They

exercised no supervisory authority and had no discretion over their projects, work, or schedules. Defendants paid Plaintiff and Class Members on an hourly basis as non-exempt employees and paid Plaintiff at a rate of \$24.50 per hour at the time of Plaintiff's termination.

24. Plaintiff and Class Members, including the PAGA class, traveled to and worked at various client locations throughout Los Angeles County and surrounding areas. Defendants directed Plaintiff and Class Members to report to multiple worksites as a required component of their field-based duties.

25. Although Plaintiff and the Class Members, including the PAGA class, held non-exempt hourly status, Defendants denied them legally compliant meal and rest breaks on days, including but not limited to when their shifts exceeded the applicable threshold. Defendants also refused to pay premium compensation for the breaks they denied.

26. In addition, Defendants failed to pay Plaintiff and the Class Members, including the PAGA class, wages for all hours they worked, including all compensable time they spent performing work-related duties.

27. Moreover, Defendants failed to pay Plaintiff and the Class Members, including the PAGA class, overtime wages for hours they worked beyond eight (8) per day or forty (40) per week, and failed to pay double time for hours they worked beyond twelve (12) in a single workday or beyond eight (8) hours worked on the seventh consecutive day of work.

28. Plaintiff's and the Class Members' wage statements reveal that Defendants paid no premium for the meal and rest breaks they denied, rendering those statements inaccurate because they did not reflect all wages Defendants owed under California law.

29. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements show individual days on which they worked more than eight hours and weeks on which they worked more than forty hours — yet Defendants paid every such hour at the regular rate, applying no overtime premium. Defendants thus consistently omitted from those wage statements the overtime compensation they owed to Plaintiff and the Class Members, including the PAGA class.

30. Failure to Pay Premium for Missed Meal and Rest Breaks: Plaintiff's and the Class Members' wage statements contain no record of premium pay for missed meal and rest breaks,

1 even though Defendants routinely denied Class Members the opportunity to take the breaks that
2 California law requires.

3 31. Failure to Reimburse Business Expenses: Defendants required Plaintiff and Class
4 Members to drive their personal vehicles between client locations and worksites as a mandatory
5 part of their field-based duties, yet Defendants refused to reimburse them for mileage or vehicle
6 costs they incurred on the job. Defendants also required Plaintiff and Class Members to use their
7 personal cell phones for work communications — including contact with supervisors, clients, and
8 scheduling staff — but paid only a nominal \$5.00 per pay period, an amount that fell far short of
9 the actual cost of that business use, in violation of Labor Code § 2802.

10 **CLASS ACTION ALLEGATIONS**

11 32. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
12 of the Class. Upon information and belief, the Class is so numerous that joinder of all members is
13 impractical. Plaintiff's claims are typical of the Class because Defendants: (a) failed to pay Plaintiff
14 for all hours worked; (b) denied Plaintiff any overtime premium throughout her employment; (c)
15 denied Plaintiff premium pay for missed meal and rest breaks; (d) issued Plaintiff inaccurate wage
16 statements reflecting incorrect amounts of compensation owed; and (e) refused to reimburse
17 Plaintiff for necessary business expenses including vehicle mileage and cell phone use.

18 33. Plaintiff will fairly and adequately represent the interests of the Class. Plaintiff has
19 no conflict of interest with any member of the Class. Plaintiff has retained competent and
20 experienced counsel in complex class action litigation. Plaintiff's counsel has the expertise and
21 financial resources to adequately represent the interests of the Class.

22 34. Common questions of law and fact exist as to all members of the Class and
23 predominate over any questions solely affecting individual members of the Class.

24 35. Class action treatment is superior to any alternative to ensure the fair and efficient
25 adjudication of the controversy alleged herein. Such treatment will permit a large number of
26 similarly situated persons to prosecute their common claims in a single forum simultaneously,
27 efficiently, and without duplication of effort and expense that numerous individual actions would
28 entail. No difficulties are likely to be encountered in the management of this class action that would

preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. Class Members are readily identifiable from Defendants' employee rosters and/or payroll records.

36. Defendants' actions are generally applicable to the entire Class. Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Defendants.

37. Because joinder of all members is impractical, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for many members of the Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendants.

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY WAGES FOR ALL HOURS WORKED

[California Labor Code §§ 1194, 1197 and IWC Wage Orders]

38. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set forth.

39. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

40. During the relevant time period, Plaintiff and Class Members were not paid all wages owed when Defendants did not pay minimum wage for all hours worked.

41. As a result of these violations, Defendants is liable for unpaid wages, interest thereon, and attorneys' fees and costs.

42. Plaintiff and Class Members also request relief as described below.

SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY OVERTIME WAGES

[California Labor Code §§ 510, 1194 and IWC Wage Orders]

43. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set

1 forth.

2 44. Pursuant to Labor Code sections 510, 1194, and IWC Wage Orders, Defendants are
3 required to compensate non-exempt employees for all overtime, which is calculated at one and
4 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours per
5 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
6 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
7 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
8 any workweek.

9 45. Plaintiff and Class Members are current and former non-exempt employees entitled
10 to the protections of Labor Code sections 510, 1194, and IWC Wage Orders. Defendants failed to
11 compensate Plaintiff and Class Members for all overtime hours worked as required under the
12 foregoing provisions by, among other things: failing to pay overtime at one and one-half (1 1/2)
13 times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or
14 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday;
15 and failing to pay overtime at double the regular rate of pay for work performed in excess of 12
16 hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh
17 consecutive day of work in any workweek.

18 46. Plaintiff and members of the Class Members worked in excess of eight hours per
19 day and in excess of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and
20 Class Members the proper overtime compensation.

21 47. As a result of these violations, Defendants are liable for unpaid overtime wages,
22 interest thereon, and attorneys' fees and costs.

23 48. Plaintiff and Class Members also request relief as described below.

24 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

25 **FAILURE TO PROVIDE MEAL PERIODS**

26 [*California Labor Code §§ 512 and 226.7*]

27 49. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

28 50. As part of Defendants' unlawful scheme, Defendants failed to provide Plaintiff and

1 Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code
2 Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal
3 period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members
4 worked in excess of five hours a day without being provided at least half hour meal periods in
5 which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and
6 applicable Wage Orders. *See Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th
7 1004, 1040-41 (“The employer satisfies this obligation if it relieves its employees of all duty,
8 relinquishes control over their activities and permits them a reasonable opportunity to take an
9 uninterrupted 30–minute period, and does not impede or discourage them from doing so . . . [A]
10 first meal period [is required] no later than the end of an employee's fifth hour of work, and a
11 second meal period [is required] no later than the end of an employee's 10th hour of work.”).

12 51. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage
13 Orders by failing to compensate Plaintiff and Class Members for all hours worked during their
14 meal periods.

15 52. As a proximate result of the violations, Plaintiff and Class Members have been
16 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
17 Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC
18 Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus
19 interest, penalties, attorney’s fees, expenses, and costs of suit.

20 53. Plaintiff and Class Members also request relief as described below.

21 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

22 **FAILURE TO PROVIDE REST PERIODS**

23 [*California Labor Code §226.7*]

24 54. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

25 55. Defendants denied Plaintiff and Class Members the rest periods that applicable
26 Wage Orders require. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes
27 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
28 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

1 56. By denying Plaintiff and Class Members their required rest periods, Defendants
2 violated Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

3 57. By failing to pay Plaintiff and Class Members one (1) additional hour of
4 compensation at each employee's regular rate of pay for each workday on which Defendants denied
5 a rest period, Defendants further violated California Labor Code section 226.7 and applicable IWC
6 Wage Orders.

7 58. Defendants' violations proximately damaged Plaintiff and Class Members in an
8 amount to be proven at trial. Pursuant to California Labor Code sections 226.7, 512, and other
9 applicable provisions of the Labor Code and IWC Wage Orders, Plaintiff and Class Members may
10 recover all wages earned and due, plus interest, penalties, attorneys' fees, expenses, and costs of
11 suit.

12 59. Plaintiff and Class Members also request relief as described below.

13 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

14 **FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED**

15 **WAGE STATEMENTS**

16 *[California Labor Code § 226.7 and applicable Wage Order]*

17 60. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

18 61. In violation of Labor Code § 226(a), Defendants failed to furnish Plaintiff and Class
19 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
20 rates in effect during each respective pay period and the corresponding number of hours each
21 individual worked; (2) total hours worked; (3) gross wages earned; (4) net wages earned; (5) all
22 deductions; (6) inclusive dates of the pay period; (7) the employee identification or social security
23 number; and (8) the name and address of the legal entity that is the employer.

24 62. By failing to furnish accurate itemized wage statements, Defendants caused actual
25 harm to Plaintiff and Class Members, who could not determine their applicable hourly rate for
26 each pay period and therefore could not discover these violations or assert their statutory
27 protections under California law.

28 63. Defendants knowingly and intentionally violated Labor Code § 226(a) on each and

every wage statement they issued to Plaintiff and Class Members.

64. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

65. Plaintiff and Class Members are entitled to an award of costs and reasonable attorneys' fees under Labor Code § 226(h).

66. Plaintiff and Class Members also request relief as described below.

SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

[California Labor Code § 2802]

67. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

68. California Labor Code § 2802 requires an employer to indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

69. Defendants required Plaintiff and Class Members to drive their personal vehicles to and between client locations and worksites as a mandatory component of their field-based duties as Behavior Technicians. Defendants directed Plaintiff and Class Members to report to varying client locations, and that travel formed an essential part of their work.

70. Despite imposing this vehicle-use requirement, Defendants refused to reimburse Plaintiff and Class Members for the mileage or vehicle costs they incurred in the course and scope of their employment, in violation of Labor Code § 2802 and the applicable IRS standard mileage rate.

71. Defendants also required Plaintiff and Class Members to use their personal cell phones for work-related communications — including contact with supervisors, clients, and scheduling personnel — yet paid only \$5.00 per pay period as reimbursement, an amount that fell far short of the actual cost of that business use, in violation of Labor Code § 2802.

72. By refusing to reimburse these necessary business expenses, Defendants caused

1 Plaintiff and Class Members to suffer economic losses in an amount to be proven at trial. Plaintiff
2 and Class Members may recover reimbursement of all unreimbursed necessary business expenses,
3 plus interest, attorneys' fees, and costs pursuant to Labor Code § 2802.

4 73. Plaintiff and Class Members also request relief as described below.

5 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

6 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**
7 **PROFESSIONS CODE**

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

9 74. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

10 75. Plaintiff brings this cause of action individually and as a representative of all others
11 subject to Defendants' unlawful acts and practices.

12 76. Business and Professions Code § 17200 prohibits unfair competition in the form of
13 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
14 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a
15 civil action for violation of the Unfair Competition Law.

16 77. Defendants committed unlawful, unfair, and/or fraudulent business acts and
17 practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages,
18 failing to provide meal and rest periods, failing to provide accurate itemized wage statements, and
19 failing to reimburse Plaintiff and Class Members for necessary business expenses.

20 78. The above-described unlawful actions of Defendants constitute false, unfair,
21 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
22 Code § 17200, et seq.

23 79. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits
24 at the expense of Plaintiff and the Class that Plaintiff seeks to represent. Defendants should be
25 enjoined from this activity, caused to specifically perform its obligations, and made to disgorge
26 these ill-gotten gains and pay restitution to Plaintiff and the members of the Class including, but
27 not limited to, restitution of all unpaid wages and unreimbursed expenses, plus interest, as well as
28 attorneys' fees and costs.

80. Plaintiff and Class Members also request relief as described below.

EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[California Labor Code §§ 2698, 2699, 2699.3]

81. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set forth herein.

82. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action under PAGA pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff was employed by Defendants and the alleged violations of the California Labor Code were committed against Plaintiff personally during her employment with Defendants.

83. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, Plaintiff seeks to recover all available civil penalties under the California Labor Code and applicable IWC Wage Orders from Defendants for the violations set forth above. Plaintiff is also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

84. As required by law, Plaintiff sent written notice via certified mail to the Labor & Workforce Development Agency (“LWDA”) and Defendants setting forth the facts and theories of the violations alleged against Defendants as prescribed by Labor Code § 2698, et seq.

85. Plaintiff’s LWDA PAGA Notice was duly submitted on March 5, 2026 and docketed as LWDA-CM-1161968-26.

86. Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a PAGA action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass, and as an aggrieved employee on behalf of all aggrieved employees under PAGA, prays for judgment against Defendants, and each of them, in an amount according to proof, as follows:

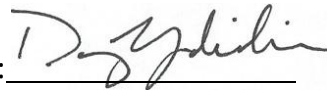
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1. Certification of Plaintiff's non-PAGA claims as a class action, pursuant to Cal. Code of Civ. Pro. Section 382, on behalf of the proposed class;
 2. For restitution of all monies due to Plaintiff and Class Members, as well as disgorged profits from Defendants' unfair and unlawful business practices;
 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Orders;
 4. For liquidated damages pursuant to California Labor Code § 1194.2;
 5. For reimbursement of all necessary business expenses pursuant to California Labor Code § 2802, including unreimbursed mileage and cell phone expenses, plus interest;
 6. For preliminary and permanent injunctive relief enjoining Defendant from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
 7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and 2699;
 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2802, Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
 10. For civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, 2699, and 2699.3, on behalf of Plaintiff and all aggrieved employees; or
 11. All such other and further relief that the court may deem just and proper.
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Respectfully Submitted,

DATED: May 22, 2026

LABOR LAW PC

By: 

Danny Yadidsion, Esq.
Paige Taylor, Esq.
Attorneys for Plaintiff
KAYLEEN SOUZA,
individually and on behalf of similarly
situated employees

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to
which Plaintiff has a right to jury trial.

DATED: May 22, 2026

LABOR LAW PC

By: 

Danny Yadidsion, Esq.
Paige Taylor, Esq.
Attorneys for Plaintiff
KAYLEEN SOUZA,
individually and on behalf of similarly
situated employees

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**PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
[C.C.P., §1013(a)]**

**KAYLEEN MARIE SOUZA vs SPECIAL NEEDS NETWORK, INC.,
Los Angeles County Superior Court Case Number: 26STCV07332**

I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is Cristy.Sadang@LaborLawPC.com.

On May 22, 2026, I served the following document(s):

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

On the following:

ATTORNEYS FOR THE DEFENDANT

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(XX) (BY ELECTRONIC MAIL) Per local rules, I delivered such documents by electronic mail. My email address is Cristy.Sadang@laborlawpc.com

Executed on **May 22, 2026**

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

Cristy Sadang

Print Name

/s/ Cristy Sadang

Signature