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FILED
Superior Court of California
County of Los Angeles
07/29/2026

David W. Slayton, Executive Officer / Clerk of Court
By: C. Gomez Deputy

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

DINGZHI WANG A/K/A LESLIE WANG,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

TOPS PLUS INC. D/B/A LOS ANGELES
GUN CLUB, a California Corporation; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 26STCV11468

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY MINIMUM WAGES;**
- (2) FAILURE TO PAY OVERTIME WAGES;**
- (3) FAILURE TO PROVIDE MEAL PERIODS;**
- (4) FAILURE TO PERMIT REST BREAKS;**
- (5) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- (6) FAILURE TO PAY WAGES TIMELY DURING EMPLOYMENT;**
- (7) FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT; AND**
- (8) VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**
- (9) PRIVATE ATTORNEY GENERAL ACT REPRESENTATIVE ACTION**

[DEMAND FOR JURY TRIAL]

1 Plaintiff Dingzhi “Leslie” Wang, individually and on behalf of others similarly situated,
2 amends his complaint pursuant to Labor Code section 2699.3(a)(2)(C) and alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Dingzhi “Leslie” Wang (“Plaintiff”) brings this putative class action and
5 representative Private Attorney General Act of 2004 (“PAGA”) action against defendants Tops
6 Plus Inc. d/b/a Los Angeles Gun Club and DOES 1 through 20, inclusive (collectively,
7 “Defendants”), on Plaintiff’s own behalf and on behalf of a putative class of California citizens
8 who are and were employed by Defendants as non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation in
19 lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment; and
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
25 others similarly situated in California to recover, among other things, unpaid wages, benefits,
26 interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 202,
27 203, 204, 210, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2698, et seq. and Code

1 of California Civil Procedure § 1021.5.

2 6. Plaintiff is informed and believe, and thereon alleges, that Defendants have also
3 increased their profits through unfair business practices by failing to provide required lead safety
4 testing, training, monitoring, and protective equipment to Plaintiff and the Class Members
5 throughout their employments while they worked in a lead-contaminated work environment and
6 by forging documentation in order to pass inspections regarding lead exposure to its employees.

7 7. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
8 others similarly situated in California to recover, among other things, restitution, injunctive relief,
9 interest, attorneys' fees, costs and expenses, and penalties pursuant to Business and Professions
10 Code §§ 17200, *et seq.*

11 **JURISDICTION AND VENUE**

12 8. This is a class action pursuant to California Code of Civil Procedure § 382. The
13 monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of
14 the Superior Court whereby the aggregate amount in controversy is less than five-million dollars
15 (<\$5,000,000.00), which takes into account any and all of the following, but not limited to:
16 compensatory damages, statutory damages, punitive damages, attorneys' fees authorized by statute
17 or contract, and any equitable relief sought by Plaintiff, and will be established according to proof
18 at trial.

19 9. This Court has jurisdiction over this action pursuant to the California Constitution,
20 Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those
21 given by statutes to other courts. The statutes under which this action is brought do not specify any
22 other basis for jurisdiction.

23 10. This Court has jurisdiction over all Defendants because, upon information and
24 belief, they are citizens of California, have sufficient minimum contacts in California, or otherwise
25 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
26 over them by the California courts consistent with traditional notions of fair play and substantial
27 justice.

11. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

12. Plaintiff Dingzhi “Leslie” Wang was employed during the applicable statute of limitations period by Defendants in Los Angeles County as a range safety officer and also worked behind the counter. Plaintiff has resided in California at all times relevant hereto.

13. Defendant Tops Plus Inc. d/b/a Los Angeles Gun Club is a corporation which provides indoor firearm shooting ranges and firearm rentals to customers as the Los Angeles Gun Club located at 1375 East 6th St., Los Angeles, CA 90021. At all times relevant hereto, Defendant Tops Plus Inc. d/b/a Los Angeles Gun Club has done business throughout the State of California.

14. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

15. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

17. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

18. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

19. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

20. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

21. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents as non-exempt employees throughout California at Defendants' California business location(s).

22. Defendants continue to employ non-exempt employees within California.

23. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive wages for all time worked (including minimum wages and overtime wages) and that they were not receiving all wages earned for work that was required to be performed. For instance, Plaintiff and Class Members worked during meal periods and rest periods as they were expected and required to, and did, help customers and patrons of the facility they worked at during their breaks. Also on days

1 that Plaintiff and Class Members did not work any recorded overtime, they were only paid for the
2 hours scheduled, not the actual time worked thereby underpaying Plaintiff and the Class Members.
3 As such, Defendants violated the Labor Code and IWC Wage Orders because Plaintiff and Class
4 Members were not paid all wages (including minimum wages and overtime wages) for all hours
5 worked at the correct rate and within the correct time.

6 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and Class Members were entitled to receive all required meal
8 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate
9 of pay when they did not receive a timely, uninterrupted meal period. For instance, Defendants
10 expected and required Plaintiff and the Class Member to help customers and patrons of the facility
11 they worked at during meal periods and as such meal periods were either interrupted, cut short, or
12 not taken at all. As such, Defendants violated the Labor Code and IWC Wage Orders because
13 Plaintiff and Class Members did not receive all their lawful and uninterrupted meal periods or
14 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
15 when they did not receive a timely, uninterrupted meal period.

16 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
18 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
19 when a rest break was late, missed, or interrupted. For instance, Defendants expected and required
20 Plaintiff and the Class Member to help customers and patrons of the facility they worked at during
21 rest periods as such rest period were either interrupted, cut short, or not taken at all. As such,
22 Defendants violated the Labor Code and IWC Wage Orders because Plaintiff and Class Members
23 did not receive all their lawful and uninterrupted rest breaks or payment of one (1) additional hour
24 of pay at Plaintiff's and Class Members' regular rate of pay when a rest break was missed, late, or
25 interrupted.

26 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and Class Members were entitled to receive itemized wage
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1 statements that accurately showed the following information pursuant to the Labor Code: (1) gross
2 wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned
3 and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions,
4 provided that all deductions made on written orders of the employee may be aggregated and shown
5 as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is
6 paid; (7) the name of the employee and only the last four digits of his or her social security number
7 or an employee identification number other than a social security number; (8) the name and address
8 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate by the employee. In
10 violation of the Labor Code, Plaintiff and Class Members were not provided with accurate itemized
11 wage statements.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
14 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
15 not receive payment of all wages within the permissible time periods.

16 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known they had a duty to compensate Plaintiff and Class Members for all hours
18 worked and in a timely basis, and Defendants had the financial ability to pay such compensation.
19 However, Defendants willfully, knowingly, and intentionally failed to do so in order to increase
20 Defendants' profits.

21 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that throughout all relevant times within the statute of limitations in this matter
23 by operating an indoor shooting range facility it exposed employees, including Plaintiff and the
24 Class Members, to lead dust and lead particles from ammunition discharge. Despite this health and
25 safety hazard, Defendants failed to provide Plaintiff and Class Members with any lead exposure
26 testing, lead safety training, or required safety equipment throughout the statute of limitations
27 period and Defendants failed to conduct blood lead level testing, failed to provide proper
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1 respiratory protection equipment, failed to provide lead safety training materials, and failed to
2 implement any meaningful lead exposure monitoring program for their employees who worked in
3 direct proximity to lead-contaminated environments on a daily basis. Defendants, instead of
4 complying with the legal health and safety requirements, took an unfair business advantage by not
5 supplying such testing, protections, materials, programs and instead forged documents in order to
6 pass inspections. For example, on approximately January 26, 2026 at approximately 4:00 PM, a
7 Fire Marshal arrived at Defendants' facility to conduct a business inspection. Following this
8 regulatory inspection on approximately January 26, 2026 at approximately 8:30 PM, Plaintiff's
9 supervisor Elisa Yidonoy requested that Plaintiff and four other employees sign a backdated Lead
10 Safety Log purporting to show that lead safety protocols had been followed during prior periods
11 when, in fact, no such protocols had been implemented. Plaintiff declined to sign the backdated
12 document, informing his supervisor that the document did not accurately reflect past safety actions
13 that had actually occurred which was the time in Plaintiff's three-year employment that Defendants
14 provided any lead testing forms or lead safety documentation to employees, and such
15 documentation was only provided immediately following the Fire Marshal's regulatory inspection.
16 Moreover, Plaintiff was experiencing physical symptoms associated with elevated blood lead
17 levels, including but not limited to physical illness, fatigue, headaches, and other medical
18 conditions resulting from chronic lead exposure. On approximately January 27, 2026, Plaintiff
19 completed a blood lead level test as directed by Defendants. On approximately January 30, 2026,
20 Defendants' management presented Plaintiff with an official Lead Safety Training Booklet. Upon
21 reviewing the acknowledgment section at the end of the booklet, Plaintiff discovered several
22 forged signatures bearing his name on the training completion line. These forged signatures were
23 dated for time periods when no such training had occurred, and Plaintiff had never signed this
24 specific document. Plaintiff captured digital photographic evidence of the forgery and preserved
25 documentation showing the significant differences between the forged signatures and Plaintiff's
26 actual signature. On approximately February 5, 2026, Plaintiff received his blood lead level test
27 results confirming a blood lead level of 14.9 micrograms per deciliter ($\mu\text{g/dL}$), indicating
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1 significant occupational lead poisoning. This blood lead level substantially exceeded safe exposure
2 limits and was the direct result of Defendants' unfair business practices in failing to provide
3 required lead safety testing, training, monitoring, and protective equipment to Plaintiff and the
4 Class Members throughout their employments in a lead-contaminated work environment. Due to
5 Defendants' unfair business practices.

6 31. Therefore, Plaintiff brings this lawsuit seeking monetary, restitution, and injunctive
7 relief against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,
8 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal
9 period premium payments, unpaid rest period premium payments, unreimbursed business
10 expenditures, interest, attorneys' fees, penalties, costs, and expenses.

11 **CLASS ACTION ALLEGATIONS**

12 32. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
13 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code,
14 Business and Professions Code §§ 17200, and IWC Wage Order violations.

15 33. All claims alleged herein arise under California law for which Plaintiff seeks relief
16 authorized by California law.

17 34. Plaintiff's proposed class consists of and is defined as follows:

18 Class

19 All California citizens currently or formerly employed by Defendants as non-
20 exempt employees in the State of California at any time between April 8, 2022
21 and the date of class certification ("Class").

22 35. Plaintiff also seeks to certify the following subclasses of employees:

23 Waiting Time Subclass

24 All members of the Class who separated their employment with Defendant at any
25 time between April 8, 2023 and the date of class certification ("Waiting Time
26 Subclass").

27 36. Plaintiff reserves the right to modify or re-define the Class, establish additional
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1 subclasses, or modify or re-define any class or subclass definition as appropriate based on
2 investigation, discovery, and specific theories of liability.

3 37. Members of the Class and the Waiting Time Subclass described above will be
4 collectively referred to as “Class Members.”

5 38. There are common questions of law and fact as to the Class Members that
6 predominate over any questions affecting only individual members including, but not limited to,
7 the following:

- 8 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
9 (including minimum wages and overtime wages) for all hours worked by
10 Plaintiff and Class Members.
- 11 (b) Whether Defendants required Plaintiff and Class Members to work over
12 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
13 (40) hours per week and failed to pay them proper overtime compensation
14 for all overtime hours worked.
- 15 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
16 periods.
- 17 (d) Whether Defendants required Plaintiff and Class Members to work through
18 meal periods without legal compensation.
- 19 (e) Whether Defendants deprived Plaintiff and Class Members of rest breaks
- 20 (f) Whether Defendants required Plaintiff and Class Members to work through
21 rest breaks.
- 22 (g) Whether Defendants failed to provide Plaintiff and Class Members accurate
23 itemized wage statements.
- 24 (h) Whether Defendants failed to pay wages timely to Plaintiff and Class
25 Members;
- 26 (i) Whether Defendants failed to timely pay the Waiting Time Subclass all
27 wages due upon termination or within seventy-two (72) hours of
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1 resignation.

2 (j) Whether Defendants failed to provide required lead safety testing, training,
3 monitoring, and protective equipment to Plaintiff and the Class Members
4 throughout their employments while they worked in a lead-contaminated
5 work environment.

6 (k) Whether Defendants forged documentation in order to pass inspections
7 regarding lead exposure to its employees.

8 (l) Whether Defendants' conduct was willful or reckless.

9 (m) Whether Defendants engaged in unfair business practices in violation of
10 Business and Professions Code §§ 17200, *et seq.*

11 39. There is a well-defined community of interest in this litigation and the proposed
12 Class and subclasses are readily ascertainable:

13 (a) Numerosity: The Class Members are so numerous that joinder of all
14 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
15 on information and belief, the Class is estimated to be greater than five hundred (15) individuals.
16 The identities of the Class Members are readily ascertainable by inspection of Defendants'
17 employment and payroll records.

18 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
19 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
20 provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits,
21 and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the
22 Class Members, because they arise out of and are caused by Defendants' common course of
23 conduct as alleged herein.

24 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
25 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
26 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
27 class counsel, are competent and experienced in litigating large employment class actions and
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1 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
2 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
3 that have been and will be necessarily expended for the prosecution of this action for the substantial
4 benefit of the Class Members.

5 (d) Superiority: The nature of this action makes use of class action adjudication
6 superior to other methods. A class action will achieve economies of time, effort, and expense as
7 compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can
8 be adjudicated in the same manner for the entire Class and Waiting Time Subclass at the same
9 time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage
10 this case as a class action.

11 40. Public Policy Considerations: Employers in the State of California violate
12 employment and labor laws every day. Current employees are often afraid to assert their rights out
13 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
14 they believe their former employers might damage their future endeavors through negative
15 references and/or other means. Class actions provide class members who are not named in the
16 complaint with a type of anonymity that allows for the vindication of their rights while affording
17 them privacy protections.

18 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 41. Plaintiff is proceeding with a representative action pursuant to the Labor Code
20 Private Attorneys General Act of 2004, Labor Code section 2698 et. seq. ("PAGA") to recover all
21 penalties provided by the PAGA and due to Plaintiffs and similarly situated aggrieved employees.
22 Plaintiff has complied with the requirements of Labor Code § 2699.3 by giving notice the Labor
23 Code violations alleged herein to the California Labor Workforce Development Agency
24 ("LWDA").

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)**

4 42. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 43. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
7 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
8 the minimum so fixed is unlawful.

9 44. Plaintiff and Class Members were employees entitled to the protections of Labor
10 Code §§ 1194 and 1197.

11 45. During the relevant time period, Defendants failed to pay Plaintiff and Class
12 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

13 46. During the relevant time period, Defendants failed to pay at least minimum wage
14 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

15 47. Defendants' failure to pay Plaintiff and Class Members the required minimum wage
16 violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class Members
17 are entitled to recover the unpaid balance of their minimum wage compensation as well as interest,
18 costs, and attorneys' fees.

19 48. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
20 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
21 interest thereon.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME**

24 **(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)**

25 49. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
26 though fully set forth herein.

27 50. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful
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1 to employ persons without compensating them at a rate of pay either one and one-half (1½) or
2 two (2) times the person's regular rate of pay, depending on the number of hours worked by the
3 person on a daily or weekly basis.

4 51. Specifically, the applicable IWC Wage Orders provide that Defendants are and
5 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one and
6 one-half times (1½) their regular rate of pay when working and for all hours worked in excess of
7 eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8)
8 hours of work on the seventh day of work in a workweek.

9 52. The applicable IWC Wage Orders further provide that Defendants are and were
10 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times their
11 regular rate of pay when working and for all hours worked in excess of twelve (12) hours in a day
12 or in excess of eight (8) hours on the seventh day of work in a workweek.

13 53. California Labor Code § 510 codifies the right to overtime compensation at one and
14 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day
15 or forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive
16 day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess
17 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in
18 a workweek.

19 54. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
20 of more than six days in a workweek is only permissible if the employer pays proper overtime
21 compensation as set forth herein.

22 55. Plaintiff and Class Members were employees entitled to the protections of
23 California Labor Code §§ 510 and 1194.

24 56. During the relevant time period, Defendants required Plaintiff and Class Members
25 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
26 consecutive day of work, entitling them to overtime wages.

27 57. During the relevant time period, Defendants failed to pay Plaintiff and Class
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1 Members overtime wages for all overtime hours worked. To the extent these hours qualify for the
2 payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages.

3 58. In violation of California law, Defendants knowingly and willfully refused to
4 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
5 all hours worked.

6 59. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
7 overtime compensation, as required by California law, violates the provisions of Labor Code §§
8 510 and 1198, and is therefore unlawful.

9 60. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover
10 their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)**

14 61. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
15 though fully set forth herein.

16 62. Labor Code § 226.7 provides that no employer shall require an employee to work
17 during any meal period mandated by the IWC Wage Orders.

18 63. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall employ
19 any person for a work period of more than five (5) hours without a meal period of not less than 30
20 minutes, except that when a work period of not more than six (6) hours will complete the day's
21 work the meal period may be waived by mutual consent of the employer and the employee."

22 64. Labor Code § 512(a) provides that an employer may not require, cause, or permit
23 an employee to work for a period of more than five (5) hours per day without providing the
24 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the
25 total work period per day of the employee is not more than six (6) hours, the meal period may be
26 waived by mutual consent of both the employer and the employee.

27 65. Labor Code § 512(a) also provides that an employer may not employ an employee
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1 for a work period of more than ten (10) hours per day without providing the employee with a
2 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
3 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
4 employer and the employee only if the first meal period was not waived.

5 66. During the relevant time period, Plaintiff and Class Members did not receive
6 compliant meal periods for working more than five (5) and ten (10) hours per day because their
7 meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second
8 meal period.

9 67. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
10 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
11 compensation for each work day that a compliant meal period is not provided.

12 68. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
13 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
14 and section 11 of the applicable IWC Wage Order.

15 69. As a result of Defendants' failure to pay Plaintiff and Class Members an additional
16 hour of pay for each day a compliant meal period was not provided, Plaintiff and Class Members
17 suffered and continue to suffer a loss of wages and compensation.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PERMIT REST BREAKS**

20 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)**

21 70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 71. Labor Code § 226.7(a) provides that no employer shall require an employee to work
24 during any rest period mandated by the IWC Wage Orders.

25 72. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
26 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
27 middle of each work period[.]" and the "[a]uthorized rest period time shall be based on the total
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1 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
2 thereof[.]” unless the total daily work time is less than three and one-half (3½) hours.

3 73. During the relevant time period, Plaintiff and Class Members did not receive a ten
4 (10) minute rest period for every four (4) hours or major fraction thereof worked, including
5 working in excess of ten (10) hours in a day, because they were required to work through their rest
6 periods and/or were not authorized to take their rest periods.

7 74. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
8 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
9 compensation for each work day that a compliant rest period is not provided.

10 75. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest
11 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §
12 226.7(b) and section 12 of the applicable IWC Wage Order.

13 76. As a result of Defendants’ failure to pay Plaintiff and Class Members an additional
14 hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members
15 suffered and continue to suffer a loss of wages and compensation.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

18 **(Violation of Labor Code § 226; Violation of IWC Wage Order)**

19 77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 78. Labor Code § 226(a) requires Defendants to provide each employee with an
22 accurate wage statement in writing showing nine pieces of information, including, the following:
23 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
24 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
25 provided that all deductions made on written orders of the employee may be aggregated and shown
26 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
27 paid, (7) the name of the employee and the last four digits of his or her social security number or
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1 an employee identification number other than a social security number, (8) the name and address
2 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
3 period and the corresponding number of hours worked at each hourly rate by the employee.

4 79. During the relevant time period, Defendants have knowingly and intentionally
5 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and
6 Class Members. The deficiencies include, among other things, the failure to correctly state the
7 gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
8 number of hours worked at each hourly rate by Plaintiff and Class Members.

9 80. As a result of Defendants' knowing and intentional failure to comply with Labor
10 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
11 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury pursuant
12 to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code § 226(a).
13 Plaintiff and Class Members were denied both their legal right to receive, and their protected
14 interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In addition,
15 because Defendants failed to provide the accurate rates of pay on wage statements, Defendants
16 prevented Plaintiff and Class Members from determining if all hours worked were paid at the
17 appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit in order to
18 analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time.
19 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
20 provided the accurate hours worked, wages earned, and rates of pay. This has also delayed
21 Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

22 81. Plaintiff and Class Members are entitled to recover from Defendants the greater of
23 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
24 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
25 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
26 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

27 82. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
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1 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
2 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
3 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
4 have suffered an injury, in the exact amount of damages and/or penalties to be shown according to
5 proof at trial.

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO PAY TIMELY DURING EMPLOYMENT**

8 **(Violation of Labor Code §§ 204, 210)**

9 83. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
10 though fully set forth herein.

11 84. Pursuant to California Labor Code § 204, employees must be paid within a certain
12 number of days of the close of the pay period.

13 85. During the relevant time period, Defendants failed to timely pay Plaintiffs and Class
14 Members wages earned during the pay period.

15 86. Such a pattern, practice and uniform administration of corporate policy regarding
16 timely payment of wages as described herein is unlawful and creates an entitlement to recovery by
17 Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed, including
18 interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California
19 Labor Code § 210.

20 87. As a direct and proximate cause of these violations, Class Members have been
21 damaged, in an amount to be determined at trial.

22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

24 **(Violation of Labor Code §§ 201, 202, and 203)**

25 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
26 though fully set forth herein.

27 89. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
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1 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
2 an employee voluntarily leaves his or her employment, his or her wages shall become due and
3 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
4 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his
5 or her wages at the time of quitting.

6 90. During the relevant time period, Defendants willfully failed to pay the Waiting
7 Time Subclass all their earned wages upon termination, either at the time of discharge or within
8 seventy-two (72) hours of their leaving Defendants' employ.

9 91. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
10 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
11 violation of Labor Code §§ 201 and 202.

12 92. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
13 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
14 the wages of the employee shall continue as a penalty from the due date at the same rate until paid
15 or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

16 93. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
17 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'
18 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
19 maximum of thirty (30) days.

20 **EIGHTH CAUSE OF ACTION**

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

22 **(Violation of Business and Professions Code §§ 17200, *et seq.*)**

23 94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 95. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair
26 competition, which includes any "unlawful, unfair or fraudulent business act or practice"

27 96. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
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1 predicated on a violation of any state or federal law. In the instant case, Defendants' policies and
2 practices violated state law, causing Plaintiff and Class Members to suffer and continue to suffer
3 injuries-in-fact.

4 97. Defendants' policies and practices violated state law in at least the following
5 respects:

- 6 (a) Failing to pay all wages earned (including minimum wage and overtime
7 wages) to Plaintiff and Class Members at the proper rate and in a timely
8 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
- 9 (b) Failing to provide compliant meal periods without paying Plaintiff and
10 Class Members premium wages for every day said meal periods were not
11 provided in violation of Labor Code §§ 226.7 and 512.
- 12 (c) Failing to authorize or permit compliant rest breaks without paying Plaintiff
13 and Class Members premium wages for every day said rest breaks were not
14 authorized or permitted in violation of Labor Code § 226.7.
- 15 (d) Failing to provide Plaintiff and Class Members with accurate itemized wage
16 statements in violation of Labor Code § 226.
- 17 (e) Failing to timely pay all earned wages to the members of the Waiting Time
18 Subclass upon separation of employment in violation of Labor Code §§ 201,
19 202, and 203.
- 20 (f) Failing to provide required lead safety testing, training, monitoring, and
21 protective equipment to Plaintiff and the Class Members throughout their
22 employments while they worked in a lead-contaminated work environment.
- 23 (g) Forging documentation in order to pass inspections regarding lead exposure
24 to its employees.

25 98. As alleged herein, Defendants systematically engaged in unlawful conduct in
26 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
27 (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation
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1 in lieu thereof, failing to reimburse necessary business-related costs and expenses, failing to
2 furnish accurate wage statements, failing to pay all wages due and owing upon separation of
3 employment in a timely manner to the Waiting Time Subclass, and failing to provide required lead
4 safety testing, training, monitoring, and protective equipment to Plaintiff and the Class Members
5 throughout their employments while they worked in a lead-contaminated work environment and
6 forging documentation in order to pass inspections regarding lead exposure to its employees all in
7 order to decrease their costs of doing business and increase their profits.

8 99. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
9 Members as being knowledgeable concerning the labor and employment laws of California.

10 100. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
11 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
12 doing business in order to undercut their competitors and establish and/or gain a greater foothold
13 in the marketplace.

14 101. By violating the foregoing statutes and regulations as herein alleged, Defendants'
15 acts constitute unfair and unlawful business practices under California Business and Professions
16 Code §§ 17200, *et seq.*

17 102. As a result of the unfair and unlawful business practices of Defendants as alleged
18 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution
19 in an amount to be shown according to proof at trial.

20 103. Plaintiff seeks to enforce important rights affecting the public interest within the
21 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,
22 has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the
23 general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are
24 entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

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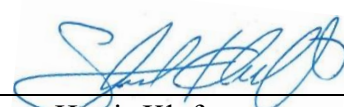
- 1 6. For economic and/or special damages in an amount according to proof at trial;
- 2 7. For liquidated damages pursuant to Labor Code § 1194.2;
- 3 8. For statutory penalties to the extent permitted by law, including those pursuant to
- 4 the Labor Code and IWC Wage Orders;
- 5 9. For injunctive relief as provided by the California Labor Code and California
- 6 Business and Professions Code §§ 17200, *et seq.*;
- 7 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
- 8 11. For an order requiring Defendants to restore and disgorge all funds to each
- 9 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
- 10 or fraudulent and, therefore, constituting unfair competition under Business and Professions Code
- 11 §§ 17200, *et seq.*;
- 12 12. For pre-judgment interest;
- 13 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
- 14 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 226(e)
- 15 and 1194; and
- 16 14. For such other relief as the Court deems just and proper.

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18 Dated: July 29, 2026

KLUFT LAW, P.C.

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20 By: 

Stuart Harris Kluft

Attorneys for Plaintiff Dingzhi "Leslie" Wang

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DEMAND FOR JURY TRIAL

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

Dated: July 29, 2026

KLUFT LAW, P.C.

By: 
Stuart Harris Kluft
Attorneys for Plaintiff Dingzhi “Leslie” Wang

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

I, the undersigned, declare that I am employed in the aforesaid County, State of California. I am over the age of 18 and not a party to the within action. My business address is 35 N Lake Avenue, Suite 710, Pasadena, CA 91101. On July 29, 2026, I served upon the interested party(ies) in this action the following document described as:

• **FIRST AMENDED CLASS ACTION COMPLAINT**

Michel and Associates, P.C.
180 East Ocean Boulevard, Suite 200
Long Beach, CA 90802

Joshua Rober Dale
jdale@michellawyers.com
W. Lee Smith
lsmith@michellawyers.com
Laura Fera
lfera@michellawyers.com

By the following methods:

- ☐ [BY MAIL] By placing such envelope(s) with postage thereon fully prepaid into the Kluft Law, P.C.'s interoffice mail for collection and mailing pursuant to ordinary business practice. I am familiar with the office practice of the Kluft Law, P.C. for collecting and processing mail with the United States Postal Service, which practice is that when mail is deposited with the Kluft Law, P.C. personnel responsible for depositing mail with the United States Postal Service, such mail is deposited that same day in a post box, mailbox, sub-post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service in Los Angeles, California.
- ☐ [BY E-MAIL] I hereby certify that this document was served from Los Angeles, California by e-mail delivery on the party(ies) listed herein at their most recent known e-mail address(es) or e-mail address(es) of record in this action.
- ☒ [ELECTRONICALLY] I hereby certify that this document was served from Los Angeles, California via CaseAnywhere on the party(ies) listed herein.
- ☐ [BY OVERNIGHT COURIER] By placing such sealed envelope(s) into the Fedex Delivery Services box located at 855 E Colorado Blvd, Pasadena, CA 91101.
- ☒ [STATE] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ☐ [FEDERAL] I declare that I am employed in the office of a member of the Bar of or permitted to practice before this Court at whose direction this service was made.

Executed on July 29, 2026, at Los Angeles, California.

Judy Huang
(Type or print name)


(Signature)