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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ANDY PEREZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

FIRSTSTEPS FOR KIDS DEVELOPMENT COMPANY, INC.; FIRSTSTEPS FOR KIDS, INC.; FIRSTSTEPS FOR KIDS - BAY AREA, INC.; FIRSTSTEPS FOR KIDS – LA, INC.; FIRSTSTEPS FOR KIDS – TOLUCA HILLS, INC.; FIRSTSTEPS FOR KIDS – VENTURA COUNTY, INC.; FIRSTSTEPS FOR KIDS – WEST LOS ANGELES, INC.; FIRSTSTEPS FOR KIDS, FOCUSED LEARNING CENTER EAST LA, INC.; and DOES 1 through 10, inclusive,

Defendants

Case No.: 26STCV22308

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq*.];
9. Civil Penalties under PAGA [Lab. Code §§ 2698, *et seq*.].

DEMAND FOR JURY TRIAL

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DEMAND FOR JURY TRIAL 24

Plaintiff Andy Perez ("Plaintiff"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants FIRSTSTEPS FOR KIDS DEVELOPMENT COMPANY, INC.; FIRSTSTEPS FOR KIDS, INC.; FIRSTSTEPS FOR KIDS - BAY AREA, INC.; FIRSTSTEPS FOR KIDS – LA, INC.; FIRSTSTEPS FOR KIDS – TOLUCA HILLS, INC.; FIRSTSTEPS FOR KIDS – VENTURA COUNTY, INC.; FIRSTSTEPS FOR KIDS – WEST LOS ANGELES, INC.; FIRSTSTEPS FOR KIDS, FOCUSED LEARNING CENTER EAST LA, INC., and Does 1 through 10 (collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses, and failure to furnish accurate wage statements.

2. Plaintiff brings the First through Eighth Causes of Action individually on behalf of himself.

3. Plaintiff brings the Ninth Cause of Action individually and as a representative action pursuant to the California Private Attorney General Act ("PAGA") to recover civil penalties on behalf of himself and certain current and former employees of Defendants (hereinafter collectively referred to as the "Aggrieved Employees"), and on behalf of the State of California. The Aggrieved Employees consist of Plaintiff and all other persons who have been employed by any Defendants in California as an hourly-paid, non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are

subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period Defendants maintained a systematic, company-wide policy and practice of:

(a) Failing to pay employees for all hours worked, including all minimum wages and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

(b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;

(c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Failing to indemnify employees for necessary business expenses incurred;

(e) Willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;

(f) Failing to maintain accurate records of the hours that employees worked; and

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

6. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their

unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in the County of Los Angeles, State of California from approximately December 2025 to April 2026.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are:

(a) Business entities with their principal places of business in Los Angeles, California.

(b) Business entities conducting business in numerous counties throughout the State of California, including in Los Angeles County;

(c) The former employers of Plaintiff, and the current and/or former employers of the Aggrieved Employees. Defendants suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiff and the Aggrieved Employees.

11. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employeesas alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of Plaintiff and the Aggrieved Employees in the State of California.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes, and thereon alleges, that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest, and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

FACTUAL ALLEGATIONS

14. Plaintiff is a California resident who worked for Defendants in the County of Los Angeles, State of California during the statutory period. During the statutory time period, Defendants classified Plaintiff as a non-exempt employee. Plaintiff was typically scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages and overtime wages), failed to provide Plaintiff with uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

16. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees worked off-the-clock, and uncompensated. Also, Plaintiff and the Aggrieved Employees were sometimes interrupted during meal breaks without compensation. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received nondiscretionary bonuses and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment. Also, Defendants failed to include the amount of available and unused paid sick days in the wage statements.

17. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

18. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

19. Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, such as the occasional use of personal cellular telephones, and the use of personal vehicles for work purposes such as traveling between work locations.

20. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for all minimum wages, overtime wages, meal period premium wages, and rest period premium wages. Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final paychecks immediately upon termination.

21. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages earned for hours

worked, correct overtime hours worked, correct wages for meal periods that were not provided in accordance with California law, correct wages for rest periods that were not authorized and permitted to take in accordance with California law, and Defendants' address). Further, the wage statements do not show Defendants' address as required by California law. As a result of these violations of California Labor Code § 226(a), Plaintiff and the Aggrieved Employees suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate, even though they were;

(d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate, even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

FIRST CAUSE OF ACTION

(Individually Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

22. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

23. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

24. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff compensation for all hours he worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

25. Accordingly, Plaintiff is entitled to recover minimum wages for all non-overtime hours worked for Defendants.

26. By and through the conduct described above, Plaintiff has been deprived of his rights to be paid wages earned by virtue of his employment with Defendants.

27. By virtue of Defendants' unlawful failure to pay additional compensation to Plaintiff for his non-overtime hours worked without pay, Plaintiff suffered, and will continue to

suffer, damages in amounts which are presently unknown to Plaintiff but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

28. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff.

29. Pursuant to California Labor Code section 1194.2, Plaintiff is entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

30. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff was entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff all such wages due, and failed to pay those wages twice a month.

31. Plaintiff is also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Individually Against all Defendants for Failure to Pay Overtime Wages)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

33. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

34. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

35. At all times relevant hereto, Plaintiff worked more than eight hours in a workday as

an employee of Defendants.

36. At all times relevant hereto, Defendants failed to pay Plaintiff overtime compensation for the hours he worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff was regularly required to work overtime hours.

37. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to Plaintiff for his overtime hours worked, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

38. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff.

39. Plaintiff also requests recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

40. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Individually Against All Defendants for Failure to Provide Meal Periods)

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

42. Under California law, Defendants have an affirmative obligation to relieve Plaintiff of all duty in order to take his first daily meal periods no later than the start of Plaintiff's sixth hour of work in a workday, and to take his second meal periods no later than the start of the eleventh

hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any meal period mandated under any Wage Order.

43. Despite these legal requirements, Defendants regularly failed to provide Plaintiff with both meal periods as required by California law. By their failure to permit and authorize Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

44. Under California law, Plaintiff is entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Individually Against All Defendants for Failure to Authorize and Permit Rest Periods)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

46. Defendants are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any rest period mandated under any Wage Order.

47. Despite these legal requirements, Defendants failed to authorize Plaintiff to take rest breaks, regardless of whether Plaintiff worked more than 4 hours in a workday. By their failure to

permit and authorize Plaintiff to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

48. Under California law, Plaintiff is entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Individually Against All Defendants for Failure to Indemnify Necessary Business Expenses)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

50. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify Plaintiff for his necessary expenditures and losses incurred in direct consequence of the discharge of his duties or of his obedience to directions of Defendants.

51. As a result, Plaintiff was damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

52. Plaintiff is entitled to attorneys' fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

(Individually Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

54. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless

the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

55. Within the applicable statute of limitations, the employment of Plaintiff ended (i.e., was terminated by quitting or discharge). However, during the relevant time period, Defendants failed, and continue to fail to pay Plaintiff, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of his leaving Defendants' employ.

56. Defendants' failure to timely pay Plaintiff his wages earned and unpaid at the time of separation of employment is in violation of California Labor Code §§ 201 and 202.

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

58. Plaintiff is entitled to recover from Defendants his additionally accruing wages for each day he as not paid, at his regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

59. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Individually Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

60. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

61. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate

if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

62. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

63. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff has suffered injury and damage to their statutorily-protected rights.

64. Specifically, Plaintiff has been injured by Defendants' intentional violation of California Labor Code § 226(a) because he was denied both his legal right to receive and his protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

65. Calculation of the true wage entitlement for Plaintiff is difficult and time consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

66. Plaintiff is entitled to recover from Defendants his actual damages caused by Defendants' failure to comply with California Labor Code § 226(a).

67. Plaintiff is also entitled to injunctive relief, as well as an award of attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

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EIGHTH CAUSE OF ACTION

(Individually Against all Defendants for Violation of California Business & Professions Code §§ 17200, *et seq*.)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

69. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

70. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

71. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq*.

72. A violation of California Business & Professions Code §§ 17200, *et seq*., may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Minimum Wages

73. Defendants' failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Overtime Wages

74. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

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Failure to Maintain Accurate Records of All Hours Worked

75. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Meal Periods

76. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Authorize and Permit Rest Periods

77. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Indemnify Necessary Business Expenses

78. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Accurate Itemized Wage Statements

79. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

80. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money, and services from Plaintiff, and have deprived Plaintiff of valuable rights and benefits guaranteed by law, all to Plaintiff's detriment.

81. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

82. Plaintiff, individually, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which Defendants have wrongfully acquired, or of which

Plaintiff has been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

83. Plaintiff, individually, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in the future.

84. Plaintiff, individually, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business practices. As a result of the unfair, unlawful, and/or fraudulent business practices described above, Plaintiff, individually, has suffered and will continue to suffer irreparable harm unless Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

85. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings.

86. Pursuant to California Business & Professions Code §§ 17200, *et seq*., Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*)

87. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

88. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Wage Orders.

89. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency [("LWDA")] or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3."

90. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On July 12, 2026, he gave written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1190391-26.

91. More than 65 days has elapsed since Plaintiff provided notice, but the LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code § 2699, pursuant to California Labor Code § 2699.3, for the violations of the Labor Code described in this Complaint. These penalties include, without limitation, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

92. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under California Labor Code § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

93. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the California Labor Code and applicable IWC Orders by failing to maintain accurate records showing meal periods. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand, and question the accuracy and frequency of meal periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

94. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

95. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(k)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the PAGA claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

96. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all

minimum wages due;

97. For general unpaid wages as may be appropriate;

98. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

99. For liquidated damages;

100. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

101. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

102. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

103. For general unpaid wages at overtime wage rates as may be appropriate;

104. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

105. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

106. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

107. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

108. For unpaid meal period premium wages as may be appropriate;

109. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

110. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

111. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Fourth Cause of Action

112. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

113. For unpaid rest period premium wages as may be appropriate;

114. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

115. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

116. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

117. That the Court declare, adjudge, and decree that Defendants violated Labor Code § 2802 and the IWC Wage Orders;

118. For general unpaid wages and reimbursement of business expenses as may be appropriate;

119. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

120. For reasonable attorneys' fees and for costs of suit incurred herein; and

121. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

122. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

123. For statutory wage penalties pursuant to California Labor Code § 203;

124. For pre-judgment interest on any unpaid wages from the date such amounts were due;

125. For reasonable attorneys' fees and for costs of suit incurred herein; and

126. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Seventh Cause of Action

127. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

128. For penalties and actual damages pursuant to California Labor Code § 226(e);

129. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

130. For reasonable attorneys' fees and for costs of suit incurred herein; and

131. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

132. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq*., by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

133. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;

134. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200, *et seq*.;

135. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

136. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq*.; and

137. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

138. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including minimum, straight time, regular, overtime double time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate wage statements;

139. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all other applicable California Labor Code provisions, on behalf of Plaintiff, the State of California, and all Aggrieved Employees;

140. Pre-judgment and post-judgment interest at the maximum rate allowed;

141. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

142. Injunctive and declaratory relief to the extent allowed by PAGA; and

143. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action

144. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: November 2, 2026

MOON LAW GROUP, PC

By: 

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Urepanny Morales
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: November 2, 2026

MOON LAW GROUP, PC

By: 

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Urepanny Morales
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los Angeles, California 90017. On **November 6, 2026**, I served the foregoing document described as:

FIRST AMENDED COMPLAINT

X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

DAVID FISHMAN, SBN 217608
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Attorneys for All Named Defendants

[X] BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within a reasonable time after the transmission, any electronic Message or other indication that the transmission was unsuccessful.

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

Executed on **November 6, 2026**, at Los Angeles, California.

Steven Delgado
Name

/s/ Steven Delgado
Signature