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30-2025-01483334-CU-OE-CJC - ROA # 68 - DAVID H. YAMASAKI, Clerk of the Court By M. Diaz, Deputy Clerk.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

DANIEL PARZIVAND, an individual;

Plaintiff,

vs.

SETSCHEDULE, LLC, a Delaware Limited Liability Company; ROY A. DEKEL, an individual; SHAYNA R. DEKEL, an individual; RICHARD CHENEL, an individual; UDI DORNER, an individual; and YEHUDA DORNER, an individual; and DOES 1 through 100, inclusive

Defendants.

Case No. 30-2025-01483334-CU-OE-CJC

Assigned for All Purposes to Honorable Jonathan Fish in Department C11

FIRST AMENDED COMPLAINT

1) FOR UNPAID OVERTIME WAGES;
2) FOR STATUTORY PENALTY UNDER LABOR CODE SECTION 203;
3) FOR STATUTORY PENALTY UNDER LABOR CODE SECTION 226;
4) FOR ADDITIONAL WAGES UNDER LABOR CODE SECTION 226.7;
5) FOR VIOLATION OF LABOR CODE SECTION 2802;
6) FOR UNPAID VACATION WAGES;
7) FOR UNPAID COMMISSION WAGES;
8) FOR WRONGFUL TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY;
9) FOR BREACH OF CONTRACT;
10) FOR FRAUD;
11) FOR FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS;
12) FOR COMMON COUNT: MONEY LENT;
13) FOR VIOLATION OF UNFAIR COMPETITION LAWS.

ADDITIONAL COUNSEL

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Attorney for Plaintiff DANIEL PARZIVAND

Plaintiff DANIEL PARZIVAND ("Plaintiff"), for counts and causes of action against Defendants, and each of them, alleges as follows:

PRELIMINARY ALLEGATIONS

1. Plaintiff is an individual residing within the State of California;

2. Plaintiff is informed and believes, and based thereon alleges that Defendant SETSCHEDULE, LLC is a Delaware Limited Liability Company, duly authorized by the California Secretary of State to conduct business and/or maintain their principal places of businesses 100 Spectrum Center Dr., Suite 900, Irvine, California, and which employed Plaintiff from in or about January 2015 to on or about July 31, 2024. Plaintiff is further informed and believes, and therefore alleges that Defendants ROY A. DEKEL, SHAYNA R. DEKEL, RICHARD CHENEL, UDI DORNER, and YEHUDA DORNER are individuals residing within the state of California and whom from in or about January 2015 to on or about July 31, 2024: (1) exercised control over Plaintiff's wages, hours, and/or working conditions; (2) caused Plaintiff to suffer or permit to work; (3) had an "at-will" employment relationship with Plaintiff; and/or (4) engaged Plaintiff in such a manner so as to create a common law employment relationship with Plaintiff, and/or is an individual liable for the wage and hour violations committed by the other Defendant employers because they have at all relevant times violated or caused to be violated on behalf of the Defendant employers the applicable sections of the Industrial Welfare Commission Wage Orders and Labor Code sections 201, 203, 226, 226.7, 351, 512, 1102.5, 1197.5, and 2810.5, pursuant to Labor Code section 558.1. In addition, Plaintiff alleges that Defendants and each of them regularly employ 5 or more persons at all times relevant to this complaint.

3. Plaintiff has sued DOES 1 through 100, by such fictitious names because Plaintiff is uncertain as to the names, identities, legal responsibilities and/or capacities of the DOE Defendants, and each of them. Plaintiff is informed and believes, and thereupon alleges that each of the Defendants designated herein as a DOE Defendant was and is responsible in some actionable manner for the events and incidents described in this complaint. Plaintiff is informed and believes, and thereupon alleges that each DOE Defendant is an employer of Plaintiff as a matter of law in that each DOE Defendant is a person who owns, controls and /or managed Defendants or is a person responsible for the wages, hours and working conditions of Plaintiff in connection with the employment alleged in this complaint. Plaintiff

will seek leave of court to amend this pleading when then true names, identities and capacities of said DOE Defendants have been ascertained by Plaintiff. Whenever in this complaint reference is made to "Defendants and each of them" such allegations shall be deemed to mean acts of Defendants acting individually, jointly, or severally, or all or any combination of them.

4. Plaintiff is informed and believes, and thereupon alleges that there exists, and at all times relevant to this complaint, there existed a unity of interest and ownership between the corporate Defendants and the individual Defendants such that any individuality and separateness between said individual Defendants have ceased. Plaintiff is further informed and believes, and thereupon alleges that if the acts of the corporate Defendant entities are treated as those of the entities alone, an inequitable result would follow. Plaintiff is informed and believes and thereon alleges that there exists, and at all times mentioned existed, a unity of interest and ownership between the individual Defendants, DOES 1 through 100, and Defendants which are corporate Defendants, such that any individuality and separation between the individual Defendants as alleged shareholders and the corporate Defendants have ceased such that any individuality and separation between the individual Defendants as alleged shareholders and the corporate Defendants are the alter egos of such the individual Defendants in that Plaintiff is informed and believes and thereon alleges that Defendants are responsible for some or all of the following acts and/or failures to act, among other things: (1) commingling of personal funds and other assets of the individual Defendants and DOES 1 through 100, and the unauthorized diversion of corporate funds or assets to other than corporate uses; (2) the treatment by the individual Defendants and DOES 1 through 100 of the assets of the corporation(s) as their and/or their own; (3) the failure to adequately capitalize the corporate Defendants and/or the total absence of corporate assets and under-capitalization to adequately meet the corporate Defendants' financial obligations; (4) the use of the corporate Defendants as a mere shell, instrumentality, or conduit for a single venture or the businesses of the individual Defendants and the other individual DOE Defendants; and (5) the contracting with another with intent to avoid performance by use of the corporate Defendants as a corporate entity as a shield against personal liability, and/or the use of the corporate Defendants as a corporate entity as a subterfuge of illegal transactions, such as not giving to Plaintiff the appropriate number of uninterrupted meal and rest periods each day of his employment, failing to pay Plaintiff all wages upon the

termination of his employment with each of the Defendants, and failing to post requisite notices at the Defendants' and each of their places of businesses — all of these violations of the Labor Code and regulations are criminal misdemeanors pursuant to Labor Code, sections 215, 216, 225, 226.6, 553, 1199, and 1199.5. Further, the Defendants and each of them employ 5 or more employees within the state of California and are thus employers within the meaning of the Fair Employment and Housing Act.

5. Plaintiff is informed and believes, and thereupon alleges that at all times mentioned in this complaint, the Defendants, and each of them, including DOES 1 through 100, inclusive, were the agents, servants, employees, joint ventures or co-conspirators of each co-defendant, and that each Defendant was acting within the course, scope and authority of said agency, employment, joint venture, or conspiracy, and that each Defendant, directly or indirectly, authorized, ratified and/or approved the acts of the remaining Defendants.

6. On or about January 2015 and continuing through to on or about July 31, 2024, Plaintiff was an employee of each of the Defendants, and each of them, including DOES 1 through 100, inclusive.

7. Plaintiff was, when hired by Defendants, and each of them, including DOES 1 through 100, remained until the termination of his employment a non-exempt employee of Defendants and each of them. Further pursuant to Labor Code, section 1194, Plaintiff may bring this civil action for unpaid wages and statutory penalties directly against his employers without first filing a claim with the Department of Labor Standards Enforcement or seeking and/or exhausting any other administrative remedy with any other government agency. Further, Plaintiff does not seek the recovery of civil penalties on behalf of other similarly situated aggrieved employees of Defendants and each of them pursuant to Labor Code section 2699 at this time, and thus no written notice or complaint to the Defendant employers and to the California Labor Workforce and Development Agency, or other government agency is required at this time. Plaintiff seeks the recovery of his unpaid wages, statutory penalties, interest, costs, and attorney's fees, and for injunctive relief pursuant to Labor Code sections 203, 226, 510, and 1194. Plaintiff reserves the right to seek leave of this Court to amend this pleading, should Plaintiff decide to pursue an action for the recovery of civil penalties under the California Labor Code Private Attorney General's Act. In addition, Plaintiff has filed timely charges against Defendants and each of them with the California Civil Rights Department as to his allegations that the Defendants

and each of them violated various provisions of the Fair Employment and Housing Act. Plaintiff was issued a right-to-sue letter (a copy of which is attached hereto as **Exhibit 1**), and therefore his administrative remedies have been exhausted.

8. Plaintiff alleges that Defendants and each of them engaged in numerous unlawful activities in violation of the Labor Code and the applicable Industrial Welfare Commission Order. Among other things, Plaintiff alleges that Defendants and each of them failed to provide Plaintiff with: (1) proper payment of wages due to him; (2) uninterrupted meal periods as required by law and regulation; (3) uninterrupted rest and meal periods as required by law and regulation; and (4) complete written statements to Plaintiff itemizing the precise number of regular and overtime hours he labored during each pay period as well the applicable rate of pay for the regular and overtime hours labored in addition to lawful deductions and other withholdings, as well as a full and complete itemization and calculation of all wages earned, otherwise known as pay stubs. Plaintiff alleges that Defendants and each of them failed to keep and maintain proper records regarding his employment, especially records which accurately reflect the amounts of wages he earned and not paid to Plaintiff as well as regular and overtime hours Plaintiff labored for Defendants and each of them. Plaintiff further alleges that Defendants and each of them have falsified employment records, and other financial and tax-related documents, for Plaintiff in an effort to disguise the true number of regular and overtime hours labored by Plaintiff. Further, Plaintiff alleges that he was directly and/or indirectly harmed and have suffered damages as a result of Defendants and each of their failures to provide such pay stubs during each pay period in that, among other things, proper withholdings and employer contributions to various government benefits have not been paid on the behalf of Plaintiff, and he is forced to incur attorney fees and costs in the pursuit of this action.

FIRST CAUSE OF ACTION

FOR UNPAID OVERTIME WAGES

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

9. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

10. Plaintiff became employed by Defendants, and each of them, as a non-exempt intern, sales representative, sales manager, VP of sales operations, and chief client officer. During his employment,

Plaintiff's duties primarily involved manual labor. Plaintiff's job duties did not include, and never primarily included, employment in an administrative, executive or professional capacity. More particularly, Plaintiff was never primarily engaged in any work which was intellectual, managerial or creative, and which required exercise of discretion and independent judgment. Plaintiff further alleges that his employment was subject to all wage and hour laws and rules, including those concerning overtime pay; and that Defendants, and each of them, misclassified Plaintiff as an exempt intern, sales representative, sales manager, VP of sales operations, and chief client officer; and that his wage, which never exceeded two times the minimum wage rate for full time employment as required by the applicable Industrial Welfare Commission Wage Orders and Labor Codes section 515, and other payments were inadequate to compensate him for all of the overtime hours he worked. Accordingly, Plaintiff was, at all times relevant to this action, what is commonly called a non-exempt employee.

11. Consistently, during his employment, Defendants required and permitted Plaintiff to work hours substantially in excess of 8 hours per day, and 40 hours per work week, and did not permit Plaintiff to take his rest and meal breaks where he was completely relieved of all duties.

12. Pursuant to the provisions of the California Labor Code, including Labor Code sections 510 and 515, and regulations adopted by the California Department of Industrial Relations, Plaintiff is entitled to receive compensation for every hour worked, including but not limited to, the right to be paid time and a half for hours worked over 8 in a day, the right to be paid time and a half for hours worked over 40 during a week, the right to be paid double time for hours over 12 in a day, and the right to be paid double time for hours worked over 8 after the sixth consecutive day of work. In violation of such laws and regulations, Defendants failed to pay Plaintiff for all the overtime hours they worked at the required premium rates. Plaintiff alleges that he regularly worked more than 8 hours a day, five days a week, and more than 40 hours a week each and every week they worked for Defendant and each of them.

13. Plaintiff was paid a fluctuating salary which differed each pay period and as such did not receive a guaranteed flat salary for his labor. Based on the average amount of wages he received per pay period, Plaintiff alleges that the actual regular wages he earned amounts to an actual hourly regular wage rate of $46.88. Defendants and each of them did not properly compensate him for each and every

overtime hour he labored each day and week he was employed by the Defendants and each of them. Plaintiff alleges that he was regularly required to work more than 8 hours a day and more than 40 hours a week without being paid all applicable overtime wages that are due and owing to him.

14. Plaintiff estimates that the total amount of overtime wages pursuant to Labor Code sections 510 he earned but unpaid by Defendants and each them totals approximately as follows and more precisely according to proof at trial:

Time Period:	**OT Calculation:**	**Amount:**
04/11/2021- 07/31/2024 (121 weeks)	Weekly at 1.5 Overtime rate (all hours over 8 per day): $46.88/hour X 1.5 X 121 week X 10 OT hours/week	$85,087.20
	Total unpaid overtime wages	**$85,087.20**

15. In addition, Plaintiff is entitled to interest, reasonable attorney's fees, and costs of suit pursuant to Labor Code, section 1194, which are hereby specifically demanded in an amount according to proof.

SECOND CAUSE OF ACTION

STATUTORY PENALTY UNDER LABOR CODE SECTION 203

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

16. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

17. Pursuant to Labor Code Section 203, Plaintiff was entitled by law to receive at the termination of his employment, all accrued, but unpaid wages. Because Defendants, and each of them, failed to pay such wages, Plaintiff is entitled to the penalty of continuing wages set forth in Labor Code Section 203 in an amount of which Plaintiff alleges to exceed at least **$11,251.20** (30 days x $46.88/hour x 8 hours) and more precisely according to proof at trial.

18. In addition, Plaintiff is entitled to interest, reasonable attorney's fees, and costs of suit pursuant to Labor Code, section 1194, which are hereby specifically demanded in an amount according

to proof.

THIRD CAUSE OF ACTION

FOR STATUTORY PENALTY UNDER LABOR CODE SECTION 226

(AGAINST ALL DEFENDANTS AND ROES 1 THROUGH 20)

19. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

20. Defendants, as a matter of uniform policy and practice and procedure, did not maintain and keep accurate wage records of their California employees, including that of Plaintiff, in violation of Labor Code §226.

21. For example, as a matter of policy and practice, among the violations of Labor Code §226, Defendants failed to keep accurate records of rates of pay, wages earned, net wages, overtime wages, and hours worked at each rate of pay.

22. Plaintiff alleges that he has been damaged by the Defendants' failure to issue him proper written itemizations of: (1) hours he labored each pay period; (2) overtime wages earned; and (3) lawful deductions from his wages. Plaintiff further alleges that California law mandates that the Defendants and each of them as employers maintain accurate records as listed in section 226 so that employees need not engage in the discovery and mathematically calculations to analyze the very information that California law requires. Accordingly, Plaintiff is entitled to the penalty set forth in Labor Code Section 226 in the approximate amount of **$4,000.00.**

23. In addition, Plaintiff is entitled to interest, reasonable attorney's fees, and costs of suit pursuant to Labor Code, sections 226 and 1194, which are hereby specifically demanded in an amount according to proof.

FOURTH CAUSE OF ACTION

FOR ADDITIONAL WAGES UNDER LABOR CODE SECTION 226.7

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

24. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

25. Plaintiff was entitled by law and regulation to take one 30-minute meal period, wherein he

was to be completely relieved of all job duties, for every five hours labored. Further, Plaintiff was entitled by law and regulation to take one 10-minute rest period, wherein he was to be completely relieved of all job duties, for every four hours labored. Labor Code Section 226.7 entitles Plaintiff to an additional one hour per day of pay he was not able to avail himself of his meal breaks, and an additional one hour per day of pay he was not able to avail himself of his rest breaks each day of his employment for Defendants and each of them, totaling in the amount of approximately **$29,040.00** ($24.00/hour X 2 hours X 5 days/week X 121 weeks) in additional wages, and more precisely according to proof at trial.

26. In addition, Plaintiff is entitled to reasonable attorney's fees and costs of suit, which are hereby specifically demanded in an amount according to proof.

FIFTH CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTION 2802

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

27. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

28. This cause of action is brought pursuant to Labor Code section 2802 which provides that employees are entitled to be indemnified for expenses and losses in discharging the duties of their employers.

29. Plaintiff alleges that at all times relevant to this Complaint, he was employed by Defendants and each of them as a non-exempt intern, sales representative, sales manager, VP of sales operations, and chief client officer. Throughout Plaintiff's employment with Defendants, he was required to incur numerous work-related expenses that were not reimbursed. These expenses included internet bills; cell phone bills; grocery expenses for business dinners and events hosted at Plaintiff's apartment; clothing expenses, including the purchase and rental of suits and tuxedos for holiday events, business meetings, and other work-related functions; travel expenses for business-related trips to out-of-state and international offices and events, including visits to Texas, Arizona, and South Africa, as well as conventions and other business gatherings; and home office setup expenses, including the purchase of computers, monitors, laptops, office chairs, office desks, and cell phones, necessitated by Defendants' failure to provide work equipment.

30. Plaintiff alleges that Defendants' failure to reimburse him for these work-related expenses, exceeding the amount of **$30,000.00** and more precisely according to proof at trial, as described herein is unlawful and creates an entitlement to recovery by him in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorney's fees, and costs of suit according to the mandate of California Labor Code § 2802, et seq.

SIXTH CAUSE OF ACTION

FOR UNPAID VACATION WAGES

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

31. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

32. Plaintiff alleges that she accrued and otherwise earned at least 40 hours of unused vacation wages, and that as a matter of law such vacation wages are vested wages which must be paid upon the termination of his employment. Plaintiff further alleges that Defendants have refused to pay him accrued vacation wages the total amount of which exceeds **$960.00**, and more precisely according to proof at trial.

33. In addition, Plaintiff is entitled to recover his attorney's fees, costs, and interest thereon according to proof.

SEVENTH CAUSE OF ACTION

FOR UNPAID COMMISSION WAGES

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

34. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

35. Within the past three years, Plaintiff was employed by Defendants, and each of them, to work in a sales related position which entitled Plaintiff to receive commission wages as a matter of law and/or contract. Plaintiff alleges that throughout his entire employment for Defendants, Defendants failed to pay and/or wrongfully withheld the full amount of commission wages earned by Plaintiff, which Plaintiff believes to exceed **$100,000.00** due and owing to him, and more precisely according to proof at

trial.

36. Pursuant to Labor Code sections 201 and 202, the Defendants were obligated and mandated by law to pay Plaintiff all unpaid commission wages within 72 hours of the termination of their employment. However, Defendants have refused, and continue to refuse, to pay such commission wages to Plaintiffs despite the fact that such commission wages could be reasonably calculated by the Defendants and each of them.

37. In addition, Plaintiff is entitled to interest thereon, reasonable attorney's fees, and costs which are hereby specifically demanded in an amount according to proof.

EIGHTH CAUSE OF ACTION

FOR WRONGFUL TERMINATION OF EMPLOYMENT

IN VIOLATION OF PUBLIC POLICY

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

38. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

39. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force and effect and was binding upon Defendants and each of them. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an employee for political activities; for complaining that he or she is owed unpaid wages, for whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion, suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for initiating proceedings against the employer to collect civil penalties under the "Labor Code Private Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code. Thus, Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating against an employee who, among other things, has exercised his or her rights under that Chapter, including the right to take meal breaks, and/or made a written or oral complaint that he or she is owed unpaid wages. An employee who has been discharged or retaliated against in violation of Labor Code §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten thousand dollars ($10,000.00) for each violation of that section.

40. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force and effect and was binding upon Defendants and each of them. This law prohibits retaliation against employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's broad public policy interest in encouraging workplace "whistleblowers," who may without fear of retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether the reporting is made to governmental agencies or to the employer itself, and irrespective of whether the employee's suspicions are correct that the challenged conduct actually violates some law. Indeed, the law in California is that an employee's good faith but mistaken belief in the illegality of his co-workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistleblowing context. An employee who has been discharged or retaliated against in violation of Labor Code §1102.5 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten thousand dollars ($10,000.00) for each violation of that section

41. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee on the basis of age, race, gender, sex, marital status, religion, disability, medical condition, real or perceived, use of medical leave and/or engagement in protected activity

42. Plaintiff engaged in protected activity when Plaintiff complained to Defendants and each of them concerning each of their criminal violations of the Labor Code and fraudulent activities arising out of their scheme of borrowing large amounts of money from Plaintiff under false pretenses and refusing to repay Plaintiff all monies he loaned them.

43. Defendants' conduct, as alleged, violates the FEHA, Cal. Govt. Code Sections 12900 et seq. and Defendants committed unlawful employment practice(s), including, without limitation, by retaliating against Plaintiff for seeking to exercise rights guaranteed under the FEHA and/or opposing Defendants' failure to provide such right, in violation of Cal. Govt. Code Section 12940(h).

44. Plaintiff believes and thereon alleges that Plaintiff's engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 were the primary and motivating factors in the Defendants' decision to terminate Plaintiff's employment without good cause.

45. As a proximate result of Defendants' wrongful termination of Plaintiff's employment in violation of the law, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, damage in a sum according to proof.

46. The foregoing conduct of Defendants were intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

47. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Plaintiff is presently unaware of the precise amount of these expenses and fees. Pursuant to Labor Code sections 98.6 and 1102.5, Government Code section 12965, and Code of Civil Procedure sections 1021.5 and 1032, et seq., Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

NINTH CAUSE OF ACTION

FOR BREACH OF CONTRACT

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

48. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

49. Plaintiff and Defendants entered into a written Promissory Note dated September 8, 2023, whereby Plaintiff agreed to loan Defendants the principal sum of $150,000.00, with Defendants promising to repay the loan over a six-month term with a flat fee of 10%.

50. The Promissory Note included an amortization schedule that required Defendants to make six equal payments of $27,500.00 beginning on October 8, 2023 and ending March 8, 2024.

51. Plaintiff performed all conditions, covenants, and promises required to be performed under the contract, including transferring $150,000.00 to Defendants in reliance on the written agreement.

52. Defendants breached the contract by failing to repay the remaining balance of the loan and ceased payment midway through the payment schedule. Defendants only returned half of the funds

($75,000.00) and withheld the balance under false pretenses.

53. Plaintiff was informed by Defendants that continued performance of unpaid labor was a condition for recovering the remainder of the loaned funds, despite no such condition being part of the Promissory Note.

54. Defendants' failure to pay the remaining balance due by the March 8, 2024 maturity date constitutes a material breach of contract.

55. As a direct and proximate result of Defendants' breach, Plaintiff has suffered damages in an amount to be proven at trial, but no less than **$75,000.00**, plus interest and attorneys' fees as provided by the Promissory Note.

TNETH CAUSE OF ACTION

FOR FRAUD

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

56. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

57. On or about September 8, 2023, Defendants, by and through their officers, including Yehuda Dorner, represented to Plaintiff that Defendants required a loan of $150,000.00 and would repay that amount, with a 10% flat fee, over six months.

58. At the time these representations were made, Defendants did not intend to fully repay the loan or honor the amortization schedule. Defendants further misrepresented that if Plaintiff continued working beyond his termination, the company would repay the balance.

59. In reliance on these misrepresentations, Plaintiff not only loaned the $150,000.00 but also continued working without compensation from August to November 2024, after being formally terminated on July 31, 2024, along with 15–20 other employees under false representations that the company was shutting down.

60. Plaintiff later learned the company remained operational and had no intent to repay the balance of the loan, making the earlier representations knowingly false and made with the intent to deceive and induce reliance. Specifically, Plaintiff later learned that one of the officers, Roy Dekel, was

previously charged by the Securities and Exchange Commission with fraud for misappropriating over $3,200,000 from investors through false statements and Ponzi-scheme like payments. Further, Plaintiff also learned that there were other individuals who loaned money to Defendants before Plaintiff made the loan. In addition, Plaintiff later learned that Defendants knowingly provided false information to him regarding the finances and that they obtained the loan from Plaintiff to use the money for personal purposes, instead of using such funds for their own personal purposes, such as extravagant trips on a private jet and making a downpayment for a personal home.

61. Defendants' actions constitute intentional fraud and deceit under California law.

62. As a result of Defendants' fraudulent conduct, Plaintiff suffered damages including but not limited to the unpaid portion of the loan, unpaid wages for post-termination labor, and consequential economic harm in an amount subject to proof at trial.

63. Plaintiff is entitled to punitive damages under Civil Code § 3294 because Defendants acted with malice, oppression, and fraud.

ELEVENTH CAUSE OF ACTION

FOR FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS LABOR CODE SECTIONDS 226 AND 1198.5

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

64. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

65. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a $750.00 penalty, payable to the employee.

66. Labor Code §226 requires an employer, within twenty-one (21) days of a written request thereof, to allow inspection or to provide a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a $750.00 penalty, payable to the employee.

67. On February 7, 2025, Plaintiff made a written request to inspect or receive a copy of Plaintiff's personnel and payroll records from Defendants, which Defendants received.

68. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and

payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within the time required by Labor Code §1198.5, or ever.

69. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5, Plaintiff is entitled to recover from Defendants a civil penalty of $750.00.

70. As a result of Defendants' failure and refusal to comply with Labor Code §226(f), Plaintiff is entitled to recover from Defendants a civil penalty of $750.00.

71. Pursuant to Labor Code §§1198.5(l) and 226(h), Plaintiff requests a reasonable award of attorneys' fees and costs.

TWELFTH CAUSE OF ACTION

FOR VIOLATION OF UNFAIR COMPETITION LAWS

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

72. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

73. Under California Business & Profession Code, Section 17200, and related statutory provisions, Defendants, and each of them, are objected to refrain from engaging in unfair and illegal business practices, including the unfair and illegal business practices of failing to comply with applicable wage and hour laws of the State of California. More specifically, as employers in the State of California, Defendants, and each of them, are required to comply with the provisions in the Labor Code and California Code of Regulations governing the payment of overtime wages as well as proper record keeping of the hours labored by their employees. Plaintiff alleges that throughout his employment for Defendants and continuing through to the present time, Defendants, and each of them, intentionally violated and continue to violate these laws and regulations to gain an unfair and illegal advantage over their law-abiding competitors. In committing the acts alleged herein throughout his employment for each of the Defendants and continuing through to the present time, Defendants, and each of them, have done so, and continue to do such acts intentionally violating and continuing to criminally violate the various provision of the Labor Code and regulations, such as: (1) failing to pay Plaintiff the required wages and without giving to Plaintiff the appropriate number of uninterrupted meal and rest periods each day of his employment; (2) failing to provide Plaintiff written itemized statements detailing the

precise number of hours labored each pay period and the rate of pay for each of those hours in addition to an itemization of all lawful deductions and of all sales generated for the proper calculation and payment of overtime wages due and owing to their employees; (3) failing to maintain proper employment records for Plaintiff as required by the Labor Code and regulations; (4) failing to pay Plaintiff all unpaid wages upon the termination of his employment with each of the Defendants; and (5) failing to post notices at the Defendants' and each of their places of business in Plaintiff's native languages as required by the Labor Code, among other things. Each of these violations of the Labor Code and regulations by Defendants and each of them are criminal misdemeanors pursuant to Labor Code, sections 215, 216, 225, 226.6, 553, 1199, 1199.5, 2751, and 2802. Such unlawful conduct has directly caused injury and loss of money to Plaintiff in that he was forced to work for without being paid the correct amount of wages and without receiving the appropriate number of uninterrupted meal and rest periods each day of his employment for Defendants and each of them. Further, such unlawful conduct continues to cause injury to Plaintiff in that he was deprived of all wages that are properly due to him and is forced to incur costs and attorneys' fees, which Plaintiff seeks to recover under Labor Code sections 226 and 1194, in bringing this action.

74. Defendants, and each of them, at all times relevant to this action, have employed in addition to Plaintiff and continue to employ numerous non-exempt employees who have worked, and who are believed to continue to work without being paid the applicable wages. Plaintiff is informed, and believes, and thereupon alleges, that Defendants, and each of them, have engaged in the unfair and illegal business practices of consistently, and knowingly, requiring or permitting their employees to work without paying applicable wages as required by law. Specifically, Defendants have:

(A) Engaged in a pattern and practice of failing to pay their employees all earned wages known by Defendants, and each of them, to be due and owing;

(B) Engaged in a pattern and practice of classifying to non-exempt employees as exempt from the overtime laws of the State of California;

(C) Engaged in a pattern and practice of improperly calculating the monies owed to their employees; and

(D) Engaged in a pattern and practice of failing to keep accurate records of the precise

hours and days worked by all employees at Defendants' businesses.

75. Defendants, and each of them, pursuant to such unlawful, unfair, deceptive, criminal, fraudulent practices, have enriched themselves at the expense of innocent victims, including, but not limited to, Plaintiff and other employees of Defendants, and have gained an unfair competition advantage over law-abiding employers. Defendants, and each of them, should therefore be ordered to restore to their employees, and each of them, all compensation improperly withheld from their employees in addition to statutory penalties and interest.

76. Plaintiff is informed and believes and thereupon alleges that Defendants will, unless restrained, continue to fail to pay back wages owing their employees, and continue to refuse to pay for all hours worked by their employees. Such conduct, unless restrained, will cause irreparable damage to the public, the employees of Defendants, and Plaintiff, the exact nature, and amount of which, is impossible to ascertain. Plaintiff has no speedy, plain or adequate remedy at law, thereby justifying a temporary restraining order, preliminary injunction and permanent injunction against the conduct of Defendants.

77. Plaintiff requests, in addition, that a receiver be appointed to control and monitor all of the business affairs of Defendants, and each of them, to ensure compliance with applicable wage and hour laws of the State of California, and to ensure that full restitution is made to all of Defendants employees found to be owed unpaid compensation in addition to statutory penalties and interest.

THRITEENTH CAUSE OF ACTION

FOR COMMON COUNT: MONEY LENT

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

78. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

79. Within the last four years, defendant became indebted to plaintiff in the sum of **$150,000.00**, for money lent by Plaintiff to Defendant at Defendant's request. As of the time of the filing of this complaint, the loaned sum has not been repaid. Plaintiff has made repeated demands for repayment to Defendants. Defendants have ignored each of Plaintiff's demands and refuse to repay the borrowed amount.

Wherefore, Plaintiff prays for relief as set forth herein below.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general, special, punitive and exemplary damages;

2. For unpaid overtime compensation pursuant to Labor Code sections 510 and 1194, according to proof, in excess of **$85,087.20**;

3. For interest, according to proof;

4. For statutory penalty, under Labor Code Section 203, according to proof in excess of **$11,251.20**;

5. For statutory penalty, under Labor Code Section 226, according to proof in excess of **$4,000.00;**

6. For additional wages, under Labor Code Section 226.7, according to proof in excess of **$29,040.00**;

7. For unreimbursed work-related expenses pursuant to Labor Code section 2802, according to proof, in excess of **$30,000.00**;

8. For unpaid vacation wages, according to proof in in excess of **$960.00**

9. For unpaid commission wages owed according to proof, in excess of **$100,000.00**

10. For statutory penalties pursuant to Labor Code §226(f) in the amount of no less than **$750.00;**

11. For statutory penalties pursuant to Labor Code §1198.5 in the amount of no less than **$750.00;**

12. On all causes of action for attorney's fees and costs as provided by Government Code sections 12940, *et seq*., Labor Code §§226, 1194 and Code of Civil Procedure §1021.5;

13. For a preliminary and permanent injunction prohibiting Defendants from engaging in unlawful practice;

14. For appointment of receiver;

15. For repayment of all monies Plaintiff loaned to Defendants which have not been repaid, in an amount exceeding **$150,000.00** and more precisely according to proof, with interest thereon

pursuant to Civil Code section 3287

16. For costs of suit, including attorney's fees, pursuant to statute according to proof; and

17. For such other and further relief as the court may deem appropriate.

Dated: April 7, 2026

Respectfully Submitted,
LAW OFFICES OF CHOI & ASSOCIATES, APLC
LEE LAW OFFICES, APLC

By: 

Edward W. Choi
Thomas M. Lee
Attorneys for Plaintiff

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On April 7, 2026, I served the foregoing document(s) described as: **FIRST AMENDED COMPLAINT,** on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

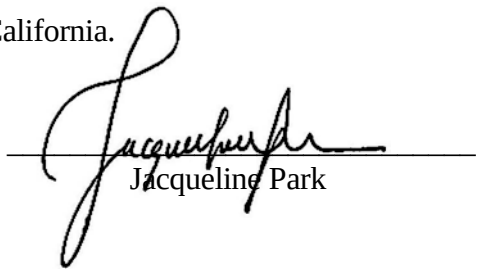
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evelyn@thomasmlee.com

__X__ **BY ELECTRONIC SERVICE**
I caused such document to be served on the offices of the addressees via electronic mail.

__X____ **(Federal)** I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 7, 2026, at Los Angeles, California.



Jacqueline Park