

Assigned for all purposes
Judge William D. Claster
CX-101

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the Putative Class, and Aggrieved Employees

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

DONNA CRUZ, individually, on behalf of
other aggrieved employees, on behalf of the
State of California, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

v.

ACD, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2026-01598211-CU-OE-CXC

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) Failure to Pay Minimum Wage for All
Hours Worked (Lab. Code §§ 1182.12,
1194, 1194.2, 1197 and 1197.1)**
- (2) Failure to Provide Meal Periods (Lab.
Code §§ 226.7, 512, and IWC Wage
Orders)**
- (3) Failure to Provide Rest Periods (Lab.
Code § 226.7 and IWC Wage Orders)**
- (4) Waiting Time Penalties (Lab. Code
§§ 201-203)**
- (5) Failure to Provide Accurate Wage
Statements (Lab. Code § 226)**
- (6) Violation of Unfair Competition Law
(Bus. & Prof. Code § 17200, *et seq.*)**
- (7) Private Attorneys General Act (Lab.
Code § 2698, *et seq.*)**

JURY TRIAL DEMANDED

1 Plaintiff Donna Cruz, individually, and on behalf of other members of the general public
2 similarly situated, brings this action against Defendant ACD, LLC, and Does 1 through 10,
3 inclusive, and alleges as follows:

4 **INTRODUCTION AND PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant ACD, LLC, and Does 1 through 10
6 (collectively, “Defendants”) for violations of the California Labor Code and unfair business
7 practices stemming from Defendants’ failure to pay minimum wages, failure to provide meal
8 periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours
9 worked and meal periods, failure to timely pay all wages to employees, and failure to furnish
10 accurate wage statements.

11 2. Plaintiff brings the First through Sixth Causes of Action individually and as a class
12 action on behalf of self and certain current and former employees of Defendants (hereinafter
13 collectively referred to as the “Class” or “Class Members” and defined more fully below). The
14 Class consists of Plaintiff and all other persons who have been employed by any Defendants in
15 California as an hourly, non-exempt employee during the statute of limitations period applicable to
16 the claims pleaded here.

17 3. Plaintiff brings the Seventh Cause of Action as a representative action under the
18 Private Attorneys General Act (“PAGA”) to recover civil penalties on behalf of the State of
19 California and Plaintiff and other current or former employees against whom one or more of the
20 same alleged Labor Code violations were committed, as permitted by applicable law (hereinafter
21 referred to as the “Aggrieved Employees”).

22 4. Defendants own and operate an industry, business, and establishment within the
23 State of California, including in Orange County. As such, Defendants are subject to the California
24 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the
25 California Business and Professions Code.

26 5. Despite these requirements, throughout the statutory period Defendants maintained
27 a systematic, company-wide policy and practice of:
28

- a. Failing to pay employees for all hours worked, including all minimum 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 in which 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 in which a rest period violation occurred;
- d. Failing to indemnify employees for necessary expenditures or losses incurred in direct consequence of the discharge of their duties or obedience to Defendants' directions;
- e. Willfully failing to pay employees all minimum 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. Plaintiff is informed and believes and on that basis alleges that Defendants 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 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 Class. 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 Donna Cruz (“Plaintiff”) is an individual residing in the County of Orange, California and worked as a Project Coordinator for Defendants from on or about August 12, 2024, through January 14, 2026. During that period, Defendants employed Plaintiff as an hourly, non-exempt employee. At all times during her employment, she was paid on an hourly basis and was subject to Defendants’ timekeeping, meal-and-rest-period, and payroll policies and practices.

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 on that basis alleges that Defendant ACD, LLC (“ACD”) is:

a. a California limited liability company with its principal place of business in the County of Orange, California.

b. a business entity conducting business in numerous counties throughout the State of California, including in Orange County; and

c. the current or former employer of Plaintiff and of the putative Class.

Defendants suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff is unaware of the true names and capacities of the defendants sued as Does 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when the same have been ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff’s damages were proximately caused by said defendants’ conduct.

12. At all times mentioned herein, the Defendants named as Does 1 through 10, inclusive, and each of them, were residents of, doing business in, availed themselves of the

jurisdiction of, and/or injured Plaintiff and a significant number of the Class in the State of California.

13. Plaintiff is informed and believes and on that basis alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and on that basis 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.

VENUE AND JURISDICTION

14. The wrongful conduct alleged against the Defendants occurred in the County of Orange, California. At all relevant times, the conduct at issue was part of a continuous and ongoing pattern of behavior.

15. This Court is the proper forum to adjudicate this action because the wrongful acts that are the subject of this action occurred here and because the Defendant now resides in its jurisdictional area.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

16. During the statutory period, Defendants employed Plaintiff and the Class as hourly, non-exempt employees.

17. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages), failed to provide Plaintiff with uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to timely pay all

1 final wages to Plaintiff upon the end of Plaintiff's employment, and failed to furnish accurate wage
2 statements to Plaintiff. As discussed below, Plaintiff's experience working for Defendants was
3 typical and illustrative.

4 18. Throughout the statutory period, Defendants maintained a policy and practice of not
5 paying Plaintiff and the Class for all hours worked, including by requiring or permitting work to be
6 performed off the clock and by failing to accurately record and compensate all hours worked.

7 19. In maintaining a practice of not paying all wages owed, Defendants failed to
8 maintain accurate records of the hours Plaintiff and the Class worked.

9 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
10 and the Class with legally compliant meal periods. Defendants failed to maintain accurate meal-
11 period records and failed to implement or enforce a policy providing timely, 30-minute,
12 continuous, uninterrupted, and duty-free meal periods. Defendants sometimes, but not always,
13 required Plaintiff and the Class to work in excess of five consecutive hours a day without
14 providing a timely 30-minute, continuous, uninterrupted, and duty-free meal period for every five
15 hours of work, and, for shifts greater than 10 hours, without providing a timely second meal period
16 by the end of the tenth hour of work. Defendants also did not adequately inform Plaintiff and the
17 Class of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater
18 than 10 hours, by the end of the tenth hour of work. Defendants did not pay Plaintiff and the Class
19 one hour of premium pay at the regular rate of compensation for each workday on which a
20 compliant meal period was not provided. Accordingly, Defendants maintained a policy and
21 practice of not providing meal periods to Plaintiff and the Class in compliance with California law.

22 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
23 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants
24 sometimes, but not always, required Plaintiff and the Class to work in excess of four consecutive
25 hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous
26 and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or
27 without compensating Plaintiff and the Class for rest periods that were not authorized or permitted.
28 Defendants also did not adequately inform Plaintiff and the Class of their right to take a rest

1 period. Moreover, Defendants did not have adequate policies or practices permitting or
2 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
3 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
4 practices to verify whether Plaintiff and the Class were taking their required rest periods.

5 22. Further, Defendants did not maintain accurate records of employee work periods,
6 and therefore Defendants cannot demonstrate that Plaintiff and the Class took rest periods during
7 the middle of each work period. Accordingly, Defendants' policy and practice was to not
8 authorize and permit Plaintiff and the Class to take rest periods in compliance with California law.

9 23. Throughout the statutory period, Defendants willfully failed and refused to timely
10 pay Plaintiff and the Class during and at the conclusion of their employment all wages for all
11 minimum wages, meal period premium wages, and rest period premium wages.

12 24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class
13 with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net
14 wages earned (including correct hours worked, correct wages earned for hours worked, correct
15 wages for meal periods that were not provided in accordance with California law, and correct
16 wages for rest periods that were not authorized and permitted to take in accordance with California
17 law). As a result of these violations of California Labor Code section 226, subdivision (a), the
18 Plaintiff and the Class suffered injury because, among other things:

19 a. the violations led them to believe that they were not entitled to be paid
20 minimum wages, meal period premium wages, and rest period premium wages to which they were
21 entitled, even though they were entitled to such wages;

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

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

d. the violations led them to believe they had been paid minimum wages, meal period premium wages, 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, meal period premium, and rest period premium 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; and

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 wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled. As a result, Plaintiff and the Class are owed the amounts provided for in California Labor Code section 226, subdivision (e), including actual damages.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

26. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly, non-exempt Project Coordinator at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

27. Plaintiff is a member of the Class.

1 28. Plaintiff undertakes this concerted activity to improve the wages and working
2 conditions of all Class Members.

3 29. There is a well-defined community of interest in the litigation and the Class is
4 readily ascertainable:

5 a. Numerosity: The members of the Class (and each subclass, if any) are so
6 numerous that joinder of all members would be unfeasible and impractical. The membership of
7 the entire Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater
8 than 100 individuals and the identity of such membership is readily ascertainable by inspection of
9 Defendants' records.

10 b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
11 the interests of each Class Member with whom there is a shared, well-defined community of
12 interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as
13 demonstrated herein.

14 c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
15 the interests of each Class Member with whom there is a shared, well-defined community of
16 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests
17 antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in
18 the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and
19 throughout the duration of this action, will continue to incur costs and attorneys' fees that have
20 been, are, and will be necessarily expended for the prosecution of this action for the substantial
21 benefit of each class member.

22 d. Superiority: A Class Action is superior to other available methods for the
23 fair and efficient adjudication of the controversy, including consideration of:

- 24 1. The interests of the members of the Class in individually controlling
25 the prosecution or defense of separate actions;
26 2. The extent and nature of any litigation concerning the controversy
27 already commenced by or against members of the Class;
28

1 3. The desirability or undesirability of concentrating the litigation of
2 the claims in the particular forum; and

3 4. The difficulties likely to be encountered in the management of a
4 class action.

5 e. Public Policy Considerations: The public policy of the State of California is
6 to resolve the California Labor Code claims of many employees through a class action. Indeed,
7 current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
8 Former employees are also fearful of bringing actions because they believe their former employers
9 might damage their future endeavors through negative references and/or other means. Class
10 actions provide the class members who are not named in the complaint with a type of anonymity
11 that allows for the vindication of their rights at the same time as their privacy is protected.

12 30. There are common questions of law and fact as to the Class (and each subclass, if
13 any) that predominate over questions affecting only individual members, including without
14 limitation, whether, as alleged herein, Defendants have:

15 a. failed to pay Class Members for all hours worked, including minimum
16 wages;

17 b. failed to provide meal periods and pay meal period premium wages to Class
18 Members;

19 c. failed to authorize and permit rest periods and pay rest period premium
20 wages to Class Members;

21 d. failed to promptly pay all wages due to Class Members upon their discharge
22 or resignation;

23 e. failed to maintain accurate records of all hours Class Members worked, and
24 all meal periods Class Members took or missed;

25 f. failed to reimburse Class Members for all necessary business expenses; and

26 g. violated California Business & Professions Code §§ 17200 et seq. as a result
27 of their illegal conduct as described above.
28

1 31. This Court should permit this action to be maintained as a class action pursuant to
2 California Code of Civil Procedure section 382 because:

3 a. The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;

5 b. A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;

7 c. The members of the Class are so numerous that it is impractical to bring all
8 members of the class before the Court;

9 d. Plaintiff, and the other members of the Class, will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a class action;

11 e. There is a community of interest in obtaining appropriate legal and equitable
12 relief for the statutory violations, and in obtaining adequate compensation for the damages and
13 injuries for which Defendants are responsible in an amount sufficient to adequately compensate
14 the members of the Class for the injuries sustained;

15 f. Without class certification, the prosecution of separate actions by individual
16 members of the class would create a risk of:

17 1. inconsistent or varying adjudications with respect to individual
18 members of the Class which would establish incompatible standards
19 of conduct for Defendants; and/or

20 2. adjudications with respect to the individual members which would,
21 as a practical matter, be dispositive of the interests of other members
22 not parties to the adjudications, or would substantially impair or
23 impede their ability to protect their interests, including but not
24 limited to the potential for exhausting the funds available from those
25 parties who are, or may be, responsible Defendants; and

26 g. Defendants have acted or refused to act on grounds generally applicable to
27 the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.
28

32. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wage for All Hours Worked

(Lab. Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1)

33. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

34. “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.

35. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they 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.

36. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all hours worked for Defendants.

37. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

38. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but

1 which exceed the jurisdictional minimum of this Court, and which will be ascertained according to
2 proof at trial.

3 39. By failing to keep adequate time records required by California Labor Code section
4 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of minimum
5 wage compensation due Plaintiff and the Class.

6 40. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
7 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
8 wages.

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

15 42. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
16 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code
17 sections 218.5, 218.6, and 1194, subdivision (a).

18 **SECOND CAUSE OF ACTION**

19 **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**

20 (Against All Defendants)

21 43. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
22 fully herein.

23 44. At all relevant times, Defendants were aware of and were under a duty to comply
24 with California Labor Code sections 226.7 and 512 and applicable sections of IWC Wage Orders.

25 45. California Labor Code section 512 prohibits an employer from employing an
26 employee for a work period of more than five hours per day without providing the employee with
27 a meal period of not less than 30 minutes, or for a work period of more than 10 hours per day
28 without providing the employee with a second meal period of not less than 30 minutes.

1 46. Section 11 of Wage Order No. 4 provides, and at all times relevant hereto provided,
2 in relevant part that:

3 No employer shall employ any person for a work period of more
4 than five (5) hours without a meal period of not less than 30 minutes,
5 except that when a work period of not more than six (6) hours will
6 complete the day's work the meal period may be waived by mutual
7 consent of the employer and employee. Unless the employee is
8 relieved of all duty during a 30-minute meal period, the meal period
9 shall be considered an "on duty" meal period and counted as time
10 worked. An "on duty" meal period shall be permitted only when the
11 nature of the work prevents an employee from being relieved of all
12 duty and when by written agreement between the parties an on-the-
13 job paid meal period is agreed to. The written agreement shall state
14 that the employee may, in writing, revoke the agreement at any time.
15 If an employer fails to provide an employee a meal period in
16 accordance with the applicable provisions of this Order, the
17 employer shall pay the employee one (1) hour of pay at the
18 employee's regular rate of compensation for each work day that the
19 meal period is not provided.

20 47. Labor Code section 226.7 prohibits any employer from requiring any employee to
21 work during any meal or rest period mandated by an applicable IWC wage order, and provides that
22 an employer that fails to provide an employee with a required rest break or meal period shall pay
23 that employee one additional hour of pay at the employee's regular rate of compensation for each
24 work day that the employer does not provide a compliant meal or rest period.

25 48. Defendants knowingly failed to provide Plaintiff and the Class with meal periods as
26 required by law. Defendants also failed to provide Plaintiff and the Class with any payment of
27 meal premiums. Plaintiff and the Class are entitled to be paid one hour of premium wages rate for
28 each workday he or she was not provided with all required meal break(s), plus interest thereon.

49. Plaintiff and the Class have therefore been damaged and are entitled to payment of the meal period premiums as provided by law.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods (Lab. Code §§ 226.7 and IWC Wage Orders)

(Against All Defendants)

50. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

51. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided, in relevant part that:

Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

52. California Labor Code section 226.7 prohibits any employer from requiring any employee to work during any meal or rest period mandated by an applicable IWC wage order, and provides that an employer that fails to provide an employee with a required rest break or meal period shall pay that employee one additional hour of pay at the employee's regular rate of compensation for each work day that the employer does not provide a compliant meal or rest period.

53. Defendants knowingly failed to provide Plaintiff and the Class with rest periods as required by law, and knowingly failed to authorize and permit Plaintiff to take rest periods as required by law. Defendants also failed to provide Plaintiff and the Class with any payment of rest premiums. Plaintiff and the Class are 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.

54. Plaintiff and the Class have therefore been damaged and are entitled to payment of the rest period premiums as provided by law.

FOURTH CAUSE OF ACTION

Waiting Time Penalties (Lab. Code §§ 201-203)

(Against All Defendants)

55. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

56. California Labor Code sections 201 and 202 require an employer to pay its employees all wages due immediately upon discharge or within 72 hours of resignation. California Labor Code section 203 provides that if an employer willfully fails to pay such wages, the employer must continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

57. Defendants willfully failed to pay Plaintiff and the Class their earned and unpaid wages for 30 days from the time such wages should have been paid under the Labor Code.

58. As a result of Defendants' willful failure to pay owed wages upon separation from employment, Plaintiff and the Class have been harmed and Defendants are liable for statutory waiting time penalties pursuant to California Labor Code section 203.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements (Lab. Code § 226)

(Against All Defendants)

59. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

1 60. California Labor Code section 226, subdivision (a) requires employers to provide
2 employees, semi-monthly or at the time of each payment of wages, with a statement that
3 accurately reflects certain itemized information including total number of hours worked.

4 61. Defendants knowingly and intentionally failed to furnish Plaintiff and the Class
5 with timely and accurate wage statements that accurately reflected the total number of hours
6 worked and wages earned, as required by California Labor Code section 226.

7 62. As a result of Defendants' failure to provide accurate itemized wage statements,
8 Plaintiff and the Class suffered injury by being unable to promptly and easily determine from the
9 wage statements alone the accurate information required by California Labor Code section 226,
10 including the hours worked, applicable rates of pay, and gross and net wages earned.

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

16 64. Plaintiff and the Class are entitled to recover from Defendants their actual damages
17 caused by Defendants' failure to comply with California Labor Code section 226, subdivision (a).

18 65. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
19 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code
20 section 226, subdivision (h).

21 **SIXTH CAUSE OF ACTION**

22 **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

23 (Against All Defendants)

24 66. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
25 fully herein.

26 67. Business and Professions Code section 17200, *et seq.* ("UCL") prohibits any
27 unlawful, unfair, or fraudulent business act or practice. Defendants have engaged in unlawful
28 activity as follows:

- a. violations of California Labor Code sections 1182.12, 1194, 1194.2, 1197, and 1197.1 for failure to pay minimum wages;
- b. violations of California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders for failure to provide meal periods;
- c. violations of California Labor Code section 226.7 and applicable IWC Wage Orders for failure to authorize and permit rest periods;
- d. violations of California Labor Code section 226 for failure to provide accurate wage statements;
- e. violations of California Labor Code sections 201 through 203 for failure to pay all wages due upon separation from employment.

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

69. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

70. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

71. Plaintiff, individually, and on behalf of members of the putative class, 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 the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

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

73. 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.

74. Pursuant to the UCL, Plaintiff and putative Class Members are 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 and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

SEVENTH CAUSE OF ACTION

Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

(Against All Defendants)

75. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

76. At all times herein mentioned, Defendants were subject to the California Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

77. California Labor Code section 2699, subdivision (a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “[n]otwithstanding 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 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

1 himself or herself and other current or former employees pursuant to the procedures specified in
2 Section 2699.3.”

3 78. Plaintiff has satisfied the applicable administrative prerequisites under California
4 Labor Code section 2699.3. On March 30, 2026, Plaintiff submitted written notice to the Labor
5 and Workforce Development Agency (“LWDA”) and provided notice to Defendants identifying
6 the specific Labor Code provisions alleged to have been violated and the facts and theories
7 supporting the alleged violations. The applicable statutory waiting period has expired, or the
8 LWDA otherwise authorized Plaintiff to commence this action. If attached, a true and correct copy
9 of Plaintiff’s notice is included as **Exhibit A**. Plaintiff’s LWDA case number is LWDA-CM-
10 1167383-26.

11 79. Plaintiff is authorized to proceed with this representative action under California
12 Labor Code sections 2699 and 2699.3. Plaintiff seeks the civil penalties available under PAGA and
13 the Labor Code for the violations identified in the LWDA notice and alleged herein, subject to all
14 applicable statutory limitations, cure provisions, and allocation requirements.

15 80. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
16 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
17 including any entity, employing labor who willfully fails to maintain accurate and complete
18 records required by California Labor Code section 1174 is subject to a penalty under section
19 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records
20 showing when the employee begins and ends each work period. Meal periods, and total hours
21 worked daily shall also be recorded.

22 81. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
23 keep total hours worked in the payroll period and applicable rates of pay.

24 82. During the time period of employment for Plaintiff and the Aggrieved Employees,
25 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
26 failing to maintain accurate records showing meal periods, and accurate records showing when
27 employees begin and end each work period. Defendants’ failure to provide and maintain records
28 required by the California Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved

1 Employees the ability to know, understand and question the accuracy and frequency of meal
2 periods, and the accuracy of their hours worked, as stated in Defendants' records. Therefore,
3 Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all
4 of which resulted in an unjustified economic enrichment to Defendants.

5 83. As a direct result, Plaintiff and the Aggrieved Employees have suffered and
6 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
7 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform
8 its obligation under state law, all to their respective damage in amounts according to proof at trial.
9 Because of Defendants' knowing failure to comply with the California Labor Code and applicable
10 IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they
11 were prevented from knowing, understanding, and disputing the wage payments paid to them.

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

16 85. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
17 pursuant to California Labor Code section 2699, subdivision (g)(1), which states, "[a]ny employee
18 who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

19 **PRAYER FOR RELIEF**

20 Plaintiff, individually, on behalf of all others similarly situated with respect to the class
21 claims, and as an aggrieved employee with respect to the PAGA claim, prays for relief and
22 judgment against Defendants as follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action under California Code of Civil
25 Procedure section 382;
26 2. That Plaintiff be appointed as the representative of the Class; and
27 3. That counsel for Plaintiff be appointed as Class Counsel.

28 //

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;
5. For general unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194, subdivision (a); and
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Orders;
11. For unpaid meal period premium wages as may be appropriate;
12. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and
14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;
16. For unpaid rest period premium wages as may be appropriate;
17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
18. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and

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

As to the Fourth Cause of Action

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

21. For statutory wage penalties pursuant to California Labor Code section 203 for former employees who have left Defendants' employ;

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

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

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

As to the Fifth Cause of Action

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

26. For penalties and actual damages pursuant to California Labor Code section 226, subdivision (e);

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

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

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

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the UCL by failing to pay wages for all hours worked (including minimum wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, and failing to furnish accurate wage statements;

- 1 31. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
2 interest from the day such amounts were due and payable;
- 3 32. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired
5 by Defendants as a result of Defendants' violations of the UCL;
- 6 33. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
7 California Code of Civil Procedure section 1021.5;
- 8 34. For injunctive relief to ensure compliance with this section, pursuant to the UCL;
9 and
- 10 35. For such other and further relief as the Court may deem equitable and appropriate.

11 As to the Seventh Cause of Action

- 12 36. That the Court declare, adjudge and decree that Defendants violated the Labor Code
13 by failing to pay minimum wages, failing to provide meal periods, failing to
14 authorize and permit rest periods, failing to maintain accurate records of hours
15 worked and meal periods, failing to timely pay all wages due upon separation from
16 employment, and failing to furnish accurate wage statements;
- 17 37. For all civil penalties pursuant to California Labor Code section 2699, *et seq.*, and
18 all other applicable Labor Code provisions;
- 19 38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor
20 Code section 2699; and
- 21 39. For such other and further relief as the Court may deem equitable and appropriate.

22 As to All Causes of Action

- 23 40. For any additional relief that the Court deems just and proper.

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Dated: September 4, 2026

MILLS SADAT DOWLAT LLP

By: 

Camron Dowlatshahi

Attorneys for Plaintiff Donna Cruz
and the Putative Class