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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

SAMANTHA LAFRANCE, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

v.

BLUE CLOUD PEDIATRIC SURGERY
CENTER, LLC, a Delaware limited liability
company; BLUE CLOUD INVESTMENT
HOLDINGS, LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24CV05452
Assigned to: Hon. James F. Rigali

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

- (1) Failure to Pay Minimum Wage for All Hours Worked (Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1)
- (2) Failure to Pay Overtime Compensation (Lab. Code §§ 1194 and 1198)
- (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)
- (4) Failure to Provide Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)
- (5) Failure to Indemnify Necessary Business Expenses (Lab. Code §§ 2802)
- (6) Waiting Time Penalties (Lab. Code §§ 201-203)
- (7) Failure to Provide Accurate Wage Statements (Lab. Code § 226)
- (8) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.)
- (9) Private Attorneys General Act (Labor Code §§ 2698, et seq.)

JURY TRIAL DEMANDED

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PRAYER FOR RELIEF 22

1 Plaintiff Samantha LaFrance, individually, and on behalf of other members of the general
2 public similarly situated, by and through her undersigned counsel, brings this action against
3 Defendant Blue Cloud Pediatric Surgery Center, LLC, Defendant Blue Cloud Investment
4 Holdings, LLC and Does 1 through 10, inclusive, and alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiff brings this action against Defendant Blue Cloud Pediatric Surgery Center,
7 LLC, Defendant Blue Cloud Investment Holdings, LLC, and Does 1 through 10 (collectively
8 referred to as “Defendants”) for California Labor Code violations and unfair business practices
9 stemming from Defendants’ failure to pay minimum wages, failure to pay overtime compensation,
10 failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain
11 accurate records of hours worked and meal periods, failure to timely pay all wages to terminated
12 employees, failure to indemnify necessary business expenses, and failure to furnish accurate wage
13 statements.

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

20 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
21 Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to Plaintiff, the
22 State of California, and past and present employees of Defendants employed at any time within the
23 applicable statutory period (hereinafter referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and operate/operated an industry, business, and
25 establishment within the State of California, including Santa Maria. As such, and based upon all
26 the facts and circumstances incident to Defendants’ business in California, Defendants are subject
27 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
28 and the California Business & Professions Code.

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

- 3 (a) Failing to pay employees for all hours worked, including all minimum wages, and
4 overtime wages in compliance with the California Labor Code and IWC Wage
5 Orders;
6 (b) Failing to provide employees with timely and duty-free meal periods in compliance
7 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
8 records of all meal periods taken or missed, and failing to pay an additional hour's
9 pay for each workday a meal period violation occurred;
10 (c) Failing to authorize and permit employees to take timely and duty-free rest periods in
11 compliance with the California Labor Code and IWC Wage Orders, and failing to pay
12 an additional hour's pay for each workday a rest period violation occurred;
13 (d) Willfully failing to pay employees all minimum wages, meal period premium wages,
14 and rest period premium wages due within the time period specified by California law
15 when employment terminates;
16 (e) Failing to maintain accurate records of the hours that employees worked; and
17 (f) Failing to provide employees with accurate, itemized wage statements containing all
18 the information required by the California Labor Code and IWC Wage Orders.

19 6. On information and belief, Defendants, and each of them were on actual and
20 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
21 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
22 willful and deliberate.

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

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THE PARTIES

A. Plaintiff

8. Plaintiff Samantha LaFrance (“Plaintiff”) is an individual residing in the County of Tulare, California and worked as a non-exempt receptionist from on or about May 8, 2023 through February 26, 2024.

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

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Blue Cloud Pediatric Surgery Center, LLC (“BCPSC”) is:

- (a) A Delaware limited liability company with its principal place of business in Spring, Texas;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Santa Barbara County;
- (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; and
- (d) At all times mentioned herein, Defendants, and each of them, are and were doing business as Blue Cloud Pediatric Surgery Center, LLC.

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Blue Cloud Investment Holdings, LLC (“BCIH”) is:

- (a) A Delaware limited liability company with its principal place of business in Spring, Texas;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Santa Barbara County;

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(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; and

(d) At all times mentioned herein, Defendants, and each of them, are and were doing business as Blue Cloud Investment Holdings, LLC.

12. 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.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

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1 **VENUE AND JURISDICTION**

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

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

8 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

9 16. During the statutory period, Defendants classified Plaintiff as non-exempt from
10 California's overtime requirements, and paid Plaintiff an hourly wage.

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

17 18. Throughout the statutory period, Defendants maintained a policy and practice of not
18 paying Plaintiff and the Class for all hours worked. Defendants failed to incorporate all
19 remuneration when calculating the correct rate of pay and meal and rest break premium rate of
20 pay, leading to underpayment to Plaintiff and the Class.

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

23 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
24 and the Class with legally compliant meal periods. Defendants sometimes, but not always, required
25 Plaintiff and the Class to work in excess of five consecutive hours a day without providing timely
26 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or
27 without compensating Plaintiff and the Class for meal periods that were not provided by the end of
28 the fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff

1 and the Class of their right to take a meal period by the end of the fifth hour of work, or, for shifts
2 greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and
3 practice was to not provide meal periods to Plaintiff and the Class in compliance with California
4 law.

5 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
6 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants always
7 required Plaintiff and the Class to work in excess of four consecutive hours a day without
8 Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted,
9 rest period for every four hours of work (or major fraction of four hours), or without compensating
10 Plaintiff and the Class for rest periods that were not authorized or permitted. Defendants also did
11 not adequately inform Plaintiff and the Class of their right to take a rest period. Moreover,
12 Defendants did not have adequate policies or practices permitting or authorizing rest periods for
13 Plaintiff and the Class, nor did Defendants have adequate policies or practices regarding the timing
14 of rest periods. Defendants also did not have adequate policies or practices to verify whether
15 Plaintiff and the Class were taking their required rest periods.

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

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

23 24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class
24 with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net
25 wages earned (including correct hours worked, correct wages earned for hours worked, correct
26 wages for meal periods that were not provided in accordance with California law, and correct
27 wages for rest periods that were not authorized and permitted to take in accordance with California
28

1 law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class
2 suffered injury because, among other things:

- 3 (a) the violations led them to believe that they were not entitled to be paid minimum
4 wages, overtime wages, meal period premium wages, and rest period premium wages
5 to which they were entitled, even though they were entitled;
- 6 (b) the violations led them to believe that they had been paid the minimum, meal period
7 premium, and rest period premium wages, even though they had not been;
- 8 (c) the violations led them to believe they were not entitled to be paid minimum, meal
9 period premium, and rest period premium wages at the correct California rate even
10 though they were;
- 11 (d) the violations led them to believe they had been paid minimum, overtime, meal
12 period premium, and rest period premium wages at the correct California rate even
13 though they had not been;
- 14 (e) the violations hindered them from determining the amounts of minimum, meal period
15 premium, and rest period premium owed to them;
- 16 (f) in connection with their employment before and during this action, and in connection
17 with prosecuting this action, the violations caused them to have to perform
18 mathematical computations to determine the amounts of wages owed to them,
19 computations they would not have to make if the wage statements contained the
20 required accurate information;
- 21 (g) by understating the wages truly due them, the violations caused them to lose
22 entitlement and/or accrual of the full amount of Social Security, disability,
23 unemployment, and other governmental benefits;
- 24 (h) the wage statements inaccurately understated the wages, hours, and wage rates to
25 which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less
26 than the wages and wage rates to which they were entitled.

27 Thus, Plaintiff and the Class are owed the amounts provided for in Labor Code § 226(e),
28 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 § 382.

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

27. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid, non-exempt employee 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.

28. At all material times, Plaintiff was a member of the Class.

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

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

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

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

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed

1 class counsel, are versed in the rules governing class action discovery, certification,
2 and settlement. Plaintiff has incurred, and throughout the duration of this action, will
3 continue to incur costs and attorneys' fees that have been, are, and will be necessarily
4 expended for the prosecution of this action for the substantial benefit of each class
5 member.

6 (d) Superiority: A Class Action is superior to other available methods for the fair and
7 efficient adjudication of the controversy, including consideration of:

- 8 1. The interests of the members of the Class in individually controlling the
9 prosecution or defense of separate actions;
- 10 2. The extent and nature of any litigation concerning the controversy already
11 commenced by or against members of the Class;
- 12 3. The desirability or undesirability of concentrating the litigation of the claims
13 in the particular forum; and
- 14 4. The difficulties likely to be encountered in the management of a class
15 action.

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

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

- 27 (a) Failed to pay Class Members for all hours worked, including minimum wages, and
28 overtime wages;

- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 et. seq. as a result of their illegal conduct as described above.

32. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

- 1 1. Inconsistent or varying adjudications with respect to individual members of
- 2 the Class which would establish incompatible standards of conduct for
- 3 Defendants; and/or
- 4 2. Adjudications with respect to the individual members which would, as a
- 5 practical matter, be dispositive of the interests of other members not parties
- 6 to the adjudications, or would substantially impair or impede their ability to
- 7 protect their interests, including but not limited to the potential for
- 8 exhausting the funds available from those parties who are, or may be,
- 9 responsible Defendants; and,

10 (g) Defendants have acted or refused to act on grounds generally applicable to the Class,

11 thereby making final injunctive relief appropriate with respect to the class as a whole.

12 33. Plaintiff contemplates the eventual issuance of notice to the proposed members of

13 the Class that would set forth the subject and nature of the instant action. The Defendants' own

14 business records may be utilized for assistance in the preparation and issuance of the contemplated

15 notices. To the extent that any further notices may be required, Plaintiff would contemplate the use

16 of additional techniques and forms commonly used in class actions, such as published notice, e-

17 mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable

18 to the Class and deemed necessary and/or appropriate by the Court.

19 **first CAUSE OF ACTION**

20 **Failure to Pay Minimum Wage for All Hours Worked**

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

22 **(Against All Defendants)**

23 34. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth

24 fully herein.

25 35. "Hours worked" is the time during which an employee is subject to the control of an

26 employer, and includes all the time the employee is suffered or permitted to work, whether or not

27 required to do so.

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

6 37. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
7 non-overtime hours worked for Defendants.

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

10 39. By virtue of the Defendants' unlawful failure to pay additional compensation to
11 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
12 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
13 and the Class, but which exceed the jurisdictional minimum of this Court, and which will be
14 ascertained according to proof at trial.

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

18 41. Pursuant to Labor Code section 1194.2, Plaintiff and the Class are entitled to
19 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

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

26 43. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
27 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
28 218.5, 218.6, and 1194(a).

1 **second CAUSE OF ACTION**

2 **Failure to Provide Overtime Compensation (Lab. Code §§ 510, 1194, and 1198)**

3 (Against All Defendants)

4 44. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
5 fully herein.

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

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

14 47. At all times relevant hereto, Plaintiff and the Class have worked more than eight
15 hours in a workday, as employees of Defendants.

16 48. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
17 overtime compensation for the hours they have worked in excess of the maximum hours
18 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class
19 are regularly required to work overtime hours.

20 49. By virtue of Defendants' unlawful failure to pay additional premium rate
21 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
22 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
23 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
24 according to proof at trial.

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

28 //

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

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

THIRD CAUSE OF ACTION

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

(Against All Defendants)

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

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

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

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

No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty"

1 meal period shall be permitted only when the nature of the work prevents an
2 employee from being relieved of all duty and when by written agreement between
3 the parties an on-the-job paid meal period is agreed to. The written agreement shall
4 state that the employee may, in writing, revoke the agreement at any time. If an
5 employer fails to provide an employee a meal period in accordance with the
6 applicable provisions of this Order, the employer shall pay the employee one (1)
7 hour of pay at the employee's regular rate of compensation for each work day that
8 the meal period is not provided.

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

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

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

20 **FOURTH CAUSE OF ACTION**

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

22 (Against All Defendants)

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

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

27 Every employer shall authorize and permit all employees to take rest periods, which
28 insofar as practicable shall be in the middle of each work period. The authorized

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

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

15 63. Defendants knowingly failed to provide Plaintiff and the Class with rest periods as
16 required by law, and knowingly failed to authorize and permit Plaintiff to take rest periods as
17 required by law. Defendants also failed to provide Plaintiff and the Class with any payment of rest
18 premiums. Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each
19 workday he or she was not provided with all required rest break(s), plus interest thereon.

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

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Indemnify Necessary Business Expenses (Lab. Code § 2802)**

24 (Against All Defendants)

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

27 66. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing
28 to pay and indemnify the Plaintiff and the Class for their necessary expenditures and losses

1 incurred in direct consequence of the discharge of their duties or of their obedience to directions of
2 Defendants.

3 67. As a result, Plaintiff and the Class were damaged at least in the amounts of the
4 expenses they paid, or which were deducted by Defendants from their wages.

5 68. Plaintiff and the Class they represent are entitled to attorney's fees, expenses, and
6 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
7 2802(b).

8 **SIXTH CAUSE OF ACTION**

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

10 (Against All Defendants)

11 69. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
12 fully herein.

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

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

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

23 **SEVENTH CAUSE OF ACTION**

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

25 (Against All Defendants)

26 73. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
27 fully herein.

28 //

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

4 75. 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 Labor Code section 226.

7 76. As a result of Defendants' failure to provide accurate itemized wage statements,
8 Plaintiff and the Class suffered actual damages and harm by being unable to determine the amount
9 of overtime worked each pay period in a timely manner, which prevented them from asserting their
10 rights under California law.

11 77. 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 Labor Code and related laws and
15 regulations.

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

18 79. 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 Labor Code § 226(h).

20 **EIGHTH CAUSE OF ACTION**

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

22 (Against All Defendants)

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

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

28 //

- (a) Violations of Labor Code sections 510, 1194, 1198 for failure to pay minimum wages, including overtime wages;
- (b) Violations of Labor Code sections 226.7 and 512 for failure to provide meal periods and rest breaks;
- (c) Violations of Labor Code section 226 for failure to provide accurate wage statements;
- (d) Violation of Labor Code section 2802 for failure to indemnify necessary business expenses;
- (e) Violations of Labor Code sections 201-203 for failure to pay accrued wages upon separation of employment;

82. 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.

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

84. 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.

85. 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.

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

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

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

17 **NINTH CAUSE OF ACTION**

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

19 (Against All Defendants)

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

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

24 91. Labor Code § 2699(a) specifically provides for a private right of action to recover
25 penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
26 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
27 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
28 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a

1 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
2 former employees pursuant to the procedures specified in Section 2699.3.”

3 92. Plaintiff has exhausted their administrative remedies pursuant to California Labor
4 Code § 2699.3. On August 23, 2024, Plaintiff gave written notice by online filing to the Labor and
5 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
6 the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved
7 employees, including the facts and theories to support the violations. (Attached as **Exhibit A**).
8 Plaintiff’s PAGA case number is LWDA-CM-1052263-24.

9 93. At the time of this filing, the Labor and Workforce Development Agency has not
10 indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice.
11 If it does so, Plaintiff will amend her complaint. Otherwise, Plaintiff may commence a civil action
12 to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor
13 Code described in this Complaint. These penalties include, but are not limited to, penalties under
14 California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

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

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

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

1 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
2 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
3 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
4 Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment
5 of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
6 Defendants to fully perform its obligation under state law, all to their respective damage in
7 amounts according to proof at trial. Because of Defendants' knowing failure to comply with the
8 Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also
9 suffered an injury in that they were prevented from knowing, understanding, and disputing the
10 wage payments paid to them.

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

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

19 **PRAYER FOR RELIEF**

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

22 **Class Certification**

- 23 1. That this action be certified as a class action under Code of Civil Procedure § 382;
- 24 2. That Plaintiff be appointed as the representatives of the Class; and
- 25 3. That counsel for Plaintiff be appointed as Class Counsel.

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As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated Labor Code §§ 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 Labor Code § 1194(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 §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For general unpaid wages at overtime wage rates as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); 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 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
16. For unpaid meal period premium wages as may be appropriate;
17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

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

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

4 As to the Fourth Cause of Action

5 20. That the Court declare, adjudge and decree that Defendants violated Labor Code §§
6 226.7 and 512, and the IWC Wage Orders;

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

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

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

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

13 As to the Fifth Cause of Action

14 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
15 2802 the IWC Wage Orders;

16 26. For general unpaid wages and reimbursement of business expenses as may be
17 appropriate;

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

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

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

22 As to the Sixth Cause of Action

23 30. That the Court declare, adjudge and decree that Defendants violated Labor Code §§
24 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
25 termination of the employment;

26 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
27 employees who have left Defendants' employ;

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

- 1 33. For reasonable attorneys' fees and for costs of suit incurred herein; and
2 34. For such other and further relief as the Court may deem equitable and appropriate.

3 As to the Seventh Cause of Action

- 4 35. That the Court declare, adjudge and decree that Defendants violated the record
5 keeping provisions of Labor Code § 226(a) and applicable IWC Wage Orders, and
6 willfully failed to provide accurate itemized wage statements thereto;
7 36. For penalties and actual damages pursuant to California Labor Code § 226(e);
8 37. For injunctive relief to ensure compliance with this section, pursuant to Labor Code §
9 226(h);
10 38. For reasonable attorneys' fees and for costs of suit incurred herein; and
11 39. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Eighth Cause of Action

- 13 40. That the Court declare, adjudge and decree that Defendants violated Business &
14 Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
15 (including minimum wages), failing to provide meal periods, failing to maintain
16 accurate records of meal periods, failing to authorize and permit rest periods, and
17 failing to maintain accurate records of all hours worked and meal periods, and failing
18 to furnish accurate wage statements;
19 41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
20 interest from the day such amounts were due and payable;
21 42. For the appointment of a receiver to receive, manage and distribute any and all funds
22 disgorged from Defendants and determined to have been wrongfully acquired by
23 Defendants as a result of violations of California Business & Professions Code §§
24 17200 *et seq.*;
25 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code of
26 Civil Procedure § 1021.5;
27 44. For injunctive relief to ensure compliance with this section, pursuant to Business &
28 Professions Code §§ 17200, *et seq.*; and,

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

2 As to the Ninth Cause of Action

3 46. That the Court declare, adjudge and decree that Defendants violated the Labor Code
4 by failing to pay minimum wages, failing to provide meal periods, failing to authorize
5 and permit rest periods, failing to maintain accurate records of hours worked and meal
6 periods, failing to timely pay all wages to terminated employees, and failing to furnish
7 accurate wage statements;

8 47. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other
9 applicable Labor Code provisions;

10 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code
11 § 2699;

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

13 As to all Causes of Action

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

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16
17 Dated: April 22, 2026

MILLS SADAT DOWLAT LLP

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19
20 By: 

21 Camron Dowlatshahi

22 Attorneys for Plaintiff
23 and the Putative Class
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