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Clerk of the Superior Court  
By Erika Deavers, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO - NORTH COUNTY**

MARIA GUTIERREZ VENEGAS,

Plaintiff,

vs.

INNOVATIVE FACILITY SERVICES,  
LLC; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: 37-2022-00051198-CU-OE-NC

**COMPLAINT FOR DAMAGES FOR:**

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) **FAILURE TO GIVE REST BREAKS;**
- 8) **FAILURE TO GIVE MEAL BREAKS;**
- 9) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 11) **FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 12) **FAILURE TO PROVIDE PAY RECORDS;**
- 13) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

**DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, MARIA GUTIERREZ VENEGAS (hereinafter “Plaintiff”),  
and alleges as follows:

**PARTIES, JURISDICTION, VENUE**

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of San Diego in this judicial district because Defendants INNOVATIVE FACILITY SERVICES, LLC (“IFS”) and DOES 1 to 25, inclusive, do business in the County of San Diego and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Diego is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of San Diego, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant INNOVATIVE FACILITY SERVICES, LLC is and was a Delaware limited liability company, doing business in San Diego County, California, and which employed Plaintiff.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

**GENERAL ALLEGATIONS**

6. Plaintiff started working for IFS approximately 20 years ago. Plaintiff was classified as an hourly, non-exempt employee and earned approximately \$19.75 per hour. Plaintiff is no longer employed at IFS.

1 7. It is Plaintiff's position that IFS has committed the following labor code violations  
2 against Plaintiff.

3 8. IFS did not provide Plaintiff and other aggrieved employees with compensation for all  
4 hours worked and did not pay Plaintiff and others the minimum wages to which they were  
5 entitled for work performed pursuant to California Labor Code sections 1194, 1197 and 1197.1.  
6 This is so because IFS had a policy of rounding down the hours worked by Plaintiff and other  
7 aggrieved employees which translated to Plaintiff and others not being paid for all hours worked,  
8 including minimum wages.

9 9. Due to the above "off the clock" hours, IFS also violated Labor Code §510 because it  
10 failed to pay Plaintiff and other aggrieved employees the correct amount of overtime, even  
11 though they worked more than 8 hours per day and/or 40 hours per week throughout their  
12 employment. Plaintiff and other aggrieved employees' actual work hours entitled them to  
13 overtime compensation, however, IFS did not compensate its hourly, non-exempt employees  
14 with the correct amount of overtime and did not include bonuses/incentive pay in calculating the  
15 regular rate of pay for purposes of deciphering the overtime rate of pay.

16 10. IFS also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission  
17 Wage Order nos. 4/5 because it failed to provide Plaintiff and others with 10-minute rest periods  
18 for every four hours of work, or majority portion thereof, throughout their employment. IFS did  
19 not completely relieve Plaintiff and others of all duty during said rest periods. IFS did not pay  
20 to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for  
21 each workday that one or more statutory rest periods was not provided. It was not part of the  
22 company policy for employees such as Plaintiff and others to take rest breaks, especially due to  
23 employees such as Plaintiff being overworked and understaffed. As such, the culture at IFS did  
24 not lend itself to the employees receiving statutory rest breaks wherein they were relieved of all  
25 work duties. As such, the environment at IFS was not conducive to receiving statutory rest breaks  
26 under California law and timely, statutory rest breaks were not authorized or enforced.

27 11. IFS violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission  
28 Wage Order nos. 4/5 because it failed to provide hourly, non-exempt employees, including  
Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours

1 of work throughout their employment. IFS did not completely relieve employees of all duty  
2 during said meal periods. IFS did not pay to Plaintiff and its hourly, non-exempt employees one  
3 additional hour of pay at their regular rate of compensation for each workday that one or more  
4 statutory meal periods was not provided. Like the rest breaks, consistently receiving a timely,  
5 uninterrupted thirty-minute uninterrupted meal break was not part of the company culture and  
6 was not enforced by IFS. It was the normal practice and custom of IFS not to consistently  
7 authorize, permit, and enforce timely, uninterrupted statutory meal periods.

8 12. Furthermore, during the relevant time period, and due to the labor code violations cited  
9 above, IFS failed to pay Plaintiff and others all wages due to them within any time period  
10 specified by California Labor Code section 204. IFS was also in violation of California Labor  
11 Code section 226(a), by failing to include pertinent information on the wage statements,  
12 including but not limited to, the full and correct name of the legal employer along with the  
13 employer's address, all hours worked (including "off the clock" hours and overtime), all  
14 applicable hourly rates, gross wages earned, net wages earned, the correct start and end time of  
15 the pay period, all deductions, the employee's identifying information, and premium pay for the  
16 missed meal and rest breaks. As such, IFS did not provide Plaintiff and other similarly situated  
aggrieved employees with complete, accurate itemized wage statements.

17 13. During the relevant time period, IFS also failed to keep accurate and complete payroll  
18 records showing the actual hours worked per day and the wages paid to Plaintiff and others  
19 pursuant to California Labor Code sections 1174(d).

20 14. IFS also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other  
21 similarly situated aggrieved employees earned and due wages upon separation of employment,  
22 either immediately upon involuntary termination, or within 72 hours of resignation. These earned  
23 but unpaid wages include payment for all hours worked (including the minimum wage), overtime  
24 compensation, and premium pay for missed meal and rest breaks.

25 15. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred  
26 necessary, business-related expenses and costs that were not reimbursed by IFS. These costs  
27 include, but are not limited to, the use of personal cell phones for work purposes. Accordingly,  
28 IFS was in violation of California Labor Code sections 2800 and 2802.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

3 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**  
4 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 16. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs  
7 1 through 15, inclusive, of this Complaint as though fully set forth herein.

8 17. At all times relevant herein, Defendants were required to compensate their employees  
9 for all hours worked upon reporting for work at the appointed time stated by the employer  
10 pursuant to Industrial Welfare Commission Order 4/5-2001, California Code of Regulations,  
11 Title 8, Section 11040/11050.

12 18. For the three (3) years preceding filing of this action, Defendants failed to compensate  
13 Plaintiff for all hours worked.

14 19. Under the aforementioned wage order and regulations, Plaintiff is to recover  
15 compensation for all hours worked but not paid by Defendants for the three (3) years preceding  
16 the filing of this Complaint.

17 20. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an  
18 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this  
19 Court.

20 21. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and  
21 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled  
22 to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable  
23 attorney's fees and costs of suit.

24 22. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
25 along with any allowable interest, penalties, attorney's fees, and costs which will equal an  
26 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

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1 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
3 trial.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME**

6 **(California Industrial Welfare Commission Order 4/5-2001, California Code of  
7 Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 30. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs  
10 1 through 29, inclusive, of this Complaint as though fully set forth herein.

11 31. Pursuant to Industrial Welfare Commission Order Nos. 4/5-2001, Cal. Code of Regs.,  
12 Title 8, Sections 11040/11050, for the period of Plaintiff's employment, Defendants were  
13 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)  
14 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours  
15 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)  
16 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a  
17 week.

18 32. Plaintiff was a non-exempt employee entitled to the protections of the California  
19 Industrial Welfare Commission Order Nos. 4/5-2001, California Code of Regulations, Title 8,  
20 Sections 11040/11050.

21 33. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a  
22 single workday or forty (40) hours in a single workweek on numerous occasions.

23 34. Plaintiff was entitled to the above overtime premiums.

24 35. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
25 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay  
26 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past  
27 twelve (12) in a day.

28 36. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

1 37. Plaintiff worked at least one pay period in which she was not properly paid overtime  
2 within the three (3) years prior to the initiation of this lawsuit.

3 38. Defendants know or should know the actual dates of overtime worked, the amount of  
4 overtime worked, and the amount of unpaid overtime due.

5 39. As a proximate result of Defendants' violations, Plaintiff has been damaged in an amount  
6 according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

7 40. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of  
8 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the  
9 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus  
10 reasonable attorney's fees and costs of suit.

11 41. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
13 trial.

#### 14 **FOURTH CAUSE OF ACTION**

##### 15 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

16 **(California Labor Code Section 226)**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 42. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs  
19 1 through 41, inclusive, of this Complaint as though fully set forth herein.

20 43. Pursuant to California Labor Code Section 226, every employer must furnish each  
21 employee an itemized statement of wages and deductions at the time of payment of wages.

22 44. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that  
23 accurately reflected all information required by Labor Code Section 226, including but not  
24 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and  
25 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the  
26 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed to  
27 maintain and provide accurate itemized wage statements to Plaintiff in accordance with  
28 California Labor Code Section 226(a).

45. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the

greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

46. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

47. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

#### **FIFTH CAUSE OF ACTION**

#### **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

**(California Labor Code Sections 201, 203)**

**(Plaintiff against all named defendants and all DOE defendants)**

48. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

49. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

50. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

51. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

1 52. After Plaintiff's employment with Defendants ended, Defendants willfully refused and  
2 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

3 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.  
5 Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding  
6 the filing of this lawsuit.

7 54. Under this cause of action, Plaintiff also prays for attorney's fees and costs under  
8 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set  
9 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

10 55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
12 trial.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

15 **(California Labor Code Section 204)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 56. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs  
18 1 through 55, inclusive, of this Complaint as though fully set forth herein.

19 57. California Labor Code Section 204 establishes the fundamental right of all employees  
20 in the State of California to be paid wages in a timely fashion for their work.

21 58. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full  
22 amount of all owed wages when due as required by California Labor Code Section 204.

23 59. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed,  
24 believes, and thereon alleges, that all times relevant during the liability period, Defendants  
25 maintained a policy or practice of not paying Plaintiff wages for all hours worked, including  
26 overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

27 60. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an  
28 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise  
amount of unpaid wages is not presently known to Plaintiff but can be determined directly from

1 Defendants' records or indirectly based on information from Defendants' records.

2 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
4 trial.

5 **SEVENTH CAUSE OF ACTION**

6 **FAILURE TO GIVE REST BREAKS**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 62. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs  
9 1 through 61, inclusive, of this Complaint as though fully set forth herein.

10 63. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 11 a. Title 8 of the California Code of Regulations Sections 11040/11050 (12)(A), which  
12 provides that every employer shall authorize and permit all employees to take rest  
13 periods, which insofar as practicable shall be in the middle of each work period. The  
14 authorized rest period time shall be based on the total hours worked daily at the rate  
15 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 16 b. Title 8 of the California Code of Regulations Sections 11040/11050 (12)(B), which  
17 provides that if an employer fails to provide an employee a rest period in accordance  
18 with the applicable provisions of this order, the employer shall pay the employee one  
19 (1) hour of pay at employee's regular rate of compensation for each workday that the  
20 rest period is not provided;
- 21 c. Title 8 of the California Code of Regulations sections 11040/11050 (20)(A), which  
22 penalizes the employer \$50.00 for each initial violation, per employee, of any  
23 provision of the Wage Order, and \$100.00 for each additional violation thereafter per  
24 employee; and
- 25 d. California Labor Code section 226.7, which states that (a) no employer shall require  
26 any employee to work during any rest period mandated by an applicable order of the  
27 Industrial Welfare Commission, and (b) if an employer fails to provide an employee  
28 a rest period in accordance with an applicable order of the Industrial Welfare  
Commission, the employer shall pay the employee one (1) additional hour of pay at

employee's regular rate of compensation for each work day that the rest period is not provided.

64. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

65. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

66. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

### **EIGHTH CAUSE OF ACTION**

#### **FAILURE TO GIVE MEAL BREAKS**

**(Plaintiff against all named defendants and all DOE defendants)**

68. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;
- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- c. California Industrial Welfare Commission Order Nos. 4/5 section 11(B), as codified

1 under Title 8 of the California Code of Regulations Section 11040/11050, which  
2 states that if an employer fails to provide an employee a meal period in accordance  
3 with the applicable provisions of the Wage Order, the employer shall pay the  
4 employee one (1) hour of pay at the employee's regular rate of compensation for each  
5 workday that the meal period is not provided;

6 d. California Industrial Welfare Commission Wage Order Nos. 4/5 Section 7(A)(3), as  
7 codified under Title 8 of the California Code of Regulations Section 11040/11050,  
8 which requires an employer to maintain records documenting its employees' meal  
9 periods;

10 e. California Industrial Welfare Commission wage order Nos. 4/5 Section 20(A), as  
11 codified under California Code of Regulations Section 11040/11050, which penalizes  
12 the employer \$50.00 for each initial violation, per employee, of any provision of the  
13 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

14 f. California Labor Code section 1171 and 1173, which have given the California Labor  
15 Commission jurisdiction to enact Wage Orders (such as Wage Order Nos. 4/5) as  
16 enforceable law.

17 70. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks  
18 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted  
19 to take a second relieved meal break after ten (10) hours of work, as required by California law.  
20 California Labor Code section 512(a) and California Industrial Welfare Commission Order Nos.  
21 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq. requires  
22 that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and  
23 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work  
24 duty. California Labor Code section 226.7 provides that employers may not require their  
25 employees to work through their meal periods. California Labor Code section 226.7 and  
26 California Code of Regulations section 11040/11050 requires that if the employer fails to provide  
27 the employee with an uninterrupted meal period, the employer must pay the employee one (1)  
28 hour of pay for each work day that the meal period is not given.

71. Under this cause of action, Plaintiff prays for wages due to her under the statutes,

1 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
2 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the  
3 foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

4 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as  
5 well as interest under Labor Code section 218.6.

6 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

#### 8 **NINTH CAUSE OF ACTION**

#### 9 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 74. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs  
12 1 through 73, inclusive, of this Complaint as though fully set forth herein.

13 75. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her  
14 employee for all necessary expenditures or losses incurred by the employee in direct  
15 consequence of the discharge of his or her duties."

16 76. Beginning at least 3 years prior to the filing of this complaint, in order to discharge  
17 her duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course of  
18 completing her job duties, which were not reimbursed by Defendants. These expenses include,  
19 but are not limited to, use of personal cell phones for work purposes.

20 77. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest  
21 and attorney's fees and costs, under Labor Code section 2802.

#### 22 **TENTH CAUSE OF ACTION**

#### 23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **Individual and Representative Claim for PAGA penalties under California Labor Code**  
25 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**  
26 **1194, 1197, 1198, 2802)**

27 **(Plaintiff against all named Defendants and all DOE defendants)**

28 78. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs  
1 through 77, inclusive, of this Complaint as though fully set forth herein.

1 79. Pursuant to law, Plaintiff provided the required written notice to the LWDA and  
2 Defendants of the specific violations of the California Labor Code that Defendants and DOE  
3 defendants have violated and continue to violate.

4 80. Pursuant to California Labor code section 2699.3, no response was received from the  
5 LWDA within 65 days of the postmark date of the above-alleged letter.

6 81. Plaintiff therefore has exhausted all administrative remedies required of her under  
7 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
8 cause of action and pursue penalties in a representative action for Defendants' violations of the  
9 Labor Code.

10 82. Pursuant to California Labor Code section 2699, any provisions of the Labor Code  
11 that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
12 departments, divisions, commissions, boards, agencies, or employees for violation of the code  
13 may, as an alternative, be recovered through a civil action brought by an aggrieved employee  
14 on behalf of himself or herself and other current or former employees pursuant to the procedures  
15 specified in California Labor Code section 2699.3.

16 83. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged  
17 violator and had one or more of the alleged violations committed against her, and therefore is  
18 properly suited to represent the interests of other current and former hourly, non-exempt  
19 employees who worked for IFS at any of their California locations during the relevant PAGA  
20 Period.

21 84. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks penalties  
22 under California Labor Code sections 2698 and 2699 because of Defendants' violations of  
23 numerous provisions of the California Labor Code as alleged in this Complaint.

24 85. Plaintiff therefore has exhausted all administrative remedies required of her under  
25 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
26 cause of action and pursue penalties in a representative action for Defendants' violations of the  
27 Labor Code.

28 86. California Labor Code section 2699 et seq. imposes penalties upon culpable  
Defendants for violating the Labor Code.

1 87. California Labor Code section 558 establishes a civil penalty as follows: Any employer  
2 or other person action on behalf of an employer who violates, or causes to be violated, a section  
3 of this chapter or any provision regulating hours and days of work in any order of the Industrial  
4 Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall  
5 be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid  
6 employee for each pay period for which the employee was underpaid... (2) for each subsequent  
7 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which  
8 the employee was underpaid...

9 88. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by  
10 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not  
11 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved  
12 employees in this specific cause of action under the Private Attorneys General Act.

13 89. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for  
14 the following:

15 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,  
16 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802 via 2698 and 2699 and  
17 any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (nos.  
18 4/5) violated based on the facts alleged in this Complaint.

19 90. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,  
20 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees  
21 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional  
22 limits of this Court.

## 23 **ELEVENTH CAUSE OF ACTION**

### 24 **FAILURE TO PROVIDE PERSONNEL RECORDS**

#### 25 **(Plaintiff against all named Defendants and all DOE Defendants)**

26 91. Plaintiff re-alleges and incorporates by reference each and every allegation in  
27 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

28 92. Labor Code section 1198.5 dictates “every current and former employee, or his or her

1 representative, has the right to inspect and receive a copy of the personnel records that the  
2 employer maintains relating to the employee's performance or to any grievance concerning the  
3 employee."

4 93. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer shall  
5 make the contents of those personnel records available for inspection to the current or former  
6 employee, or his or her representative, at reasonable intervals and at reasonable times..." On  
7 information and belief, Defendants intentionally failed to provide Plaintiff with personnel  
8 records when requested by Plaintiff via letter on March 25, 2022, as required by law. Plaintiff  
9 requested her personnel records in accordance with California Labor Code section 1198.5(k) on  
10 March 25, 2022, via U.S. certified mail, return receipt requested.

11 94. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her  
12 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff  
13 has suffered and continues to suffer substantial losses related to Defendants' failure to provide  
14 personnel records.

15 95. Plaintiff seeks all available remedies for Defendants' violations including, but not  
16 limited penalties, and costs to the extent permitted by law and according to proof at trial.  
17 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the  
18 amount of \$750.00, along with costs and attorney's fees.

## 19 **TWELFTH CAUSE OF ACTION**

### 20 **FAILURE TO PROVIDE PAY RECORDS**

21 **(Plaintiff against all named Defendants and all DOE Defendants)**

22 96. Plaintiff re-alleges and incorporates by reference each and every allegation in  
23 paragraphs 1 through 95, inclusive, of this Complaint as though fully set forth herein.

24 97. Labor Code section 226 sub-section (b) dictates "an employer...shall afford  
25 current and former employees the right to inspect or copy records pertaining to their  
26 employment, upon reasonable request to the employer..."

27 98. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who  
28 receives a written or oral request to inspect or copy records pursuant to subdivision (b)  
pertaining to a current or former employee shall comply with the request as soon as

1 practicable, but no later than 21 calendar days from the date of the request.” On information  
2 and belief, Defendants intentionally failed to provide Plaintiff with pay records when  
3 requested by Plaintiff via certified letter, return receipt requested, on March 25, 2022, and as  
4 required by law. Plaintiff requested her pay records in accordance with California Labor Code  
5 section 226 on March 25, 2022, via certified mail. Defendants failed to provide Plaintiff with  
6 an opportunity to inspect or copy her pay records within 21 days.

7 99. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and  
8 continues to suffer substantial losses related to Defendants’ failure to provide pay records.  
9 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the  
10 amount of \$750.00, along with costs and attorney’s fees.

11 100. Plaintiff seeks all available remedies for Defendants’ violations including, but  
12 not limited penalties, and costs to the extent permitted by law and according to proof at trial.

### 13 **THIRTEENTH CAUSE OF ACTION**

#### 14 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

15 **(California Business and Professions Code Section 17200)**

16 **(Plaintiff against Defendant IFS and all DOE defendants)**

17 101. Plaintiff re-alleges and incorporates by reference each and every allegation in  
18 paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.

19 102. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants  
20 constitutes unfair and unlawful business practices under California Business and Professions  
21 Code Section 17200, et seq.

22 103. Defendant’s violations of California labor laws and the Labor Code, as alleged  
23 above constitutes a business practice because it was done repeatedly over a significant period of  
24 time in a systematic manner that was detrimental to Plaintiff.

25 104. For the four years preceding the filing of this action, Plaintiff has suffered  
26 damages and requests damages and/or restitution of all monies and profits to be disgorged from  
27 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of  
28 this Court.

WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as

1 follows:

- 2 1. For special and consequential damages to the extent allowed by law;
- 3 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
- 4 at trial;
- 5 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
- 6 subject to proof at trial;
- 7 4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
- 8 proof at trial;
- 9 5. For restitution and disgorgement for all unfair business practices by Defendant IFS
- 10 against Plaintiff in an amount subject to proof at trial;
- 11 6. For an order enjoining Defendant IFS from further unfair and unlawful business
- 12 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 13 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 14 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 15 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
- 16 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 17 9. For maximum civil penalties available under the Labor Code and applicable Wage
- 18 Order against Defendants as described more particularly in the Complaint and
- 19 representative PAGA claim;
- 20 10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
- 21 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
- 22 damages, damages, penalties, and waiting time penalties according to proof to the extent
- 23 permitted by law;
- 24 11. For the imposition of civil penalties and/or statutory penalties;
- 25 12. For all interest as allowed by law;
- 26 13. For all costs and disbursements incurred in this suit;
- 27 14. Reasonable attorney's fees where available by law, including but not limited to,
- 28 pursuant to the California Labor Code, and/or other applicable laws;

///

1 15. For such other and further relief as this Court may deem proper.

2  
3 DATED: December 20, 2022

**MESSRELIAN LAW INC.**

4 By Maralle Messrelian  
5 Harout Messrelian, Esq.  
6 Maralle Messrelian Esq., Of Counsel  
7 Attorneys for Plaintiff Maria Gutierrez Venegas

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.  
10

11  
12 DATED: December 20, 2022

**MESSRELIAN LAW INC.**

13 By Maralle Messrelian  
14 Harout Messrelian, Esq.  
15 Maralle Messrelian Esq., Of Counsel  
16 Attorneys for Plaintiff Maria Gutierrez Venegas  
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