

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: David Sotelo

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RUTH LICEAGA AMBRIZ,

Plaintiff,

vs.

ASSURANCE FAMILY SERVICES INC.;
STEPHANIE ARGUETA; and DOES 1 to
25, inclusive,

Defendants.

CASE NO.: 23STCV00667

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) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 10) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 11) **FAILURE TO PROVIDE PERSONNEL FILE**
- 12) **FAILURE TO PROVIDE PAY RECORDS;**
- 13) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, RUTH LICEAGA AMBRIZ (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 Los Angeles in this judicial district because Defendants ASSURANCE FAMILY SERVICES INC. , STEPHANIE ARGUETA, and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles 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 Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant ASSURANCE FAMILY SERVICES INC. is and was a California corporation, doing business in Los Angeles County, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant STEPHANIE ARGUETA is and was a female resident of the State of California, and the owner, principal, director, and/or managing agent of ASSURANCE FAMILY SERVICES INC. Defendant STEPHANIE ARGUETA is being included in this lawsuit pursuant to Labor Code Section 558.1 in that she was involved in the day-to-day operations of the business and controlled the wages, hours, and/or working conditions of Plaintiff and other similarly situated hourly, non-exempt employees. ASSURANCE FAMILY SERVICES INC., STEPHANIE ARGUETA, and DOES 1 to 25, inclusive are collectively referred to as “Defendant(s)” or “ASSURANCE”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

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

7
8 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
9 that information and belief, alleges that at all times herein mentioned, each of the remaining
10 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
11 under the authority of their agency, employment, or representative capacity, with the consent
12 of his/her codefendants.

13 GENERAL ALLEGATIONS

14 7. Plaintiff started working for ASSURANCE on or around June 2022 with her employment
15 ending on or around August 22, 2022.

16 8. During her employment tenure, Plaintiff was employed as direct care staff and was
17 classified as an hourly, non-exempt employee.

18 9. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
19 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
20 Security Services USA, Inc., an onsite security provider. After about a year of employment,
21 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
22 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
23 termination of employment and weekly payment of wages to temporary employees. The trial
24 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
25 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
26 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
27 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
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1 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
2 PAGA representative to sue for violations that the representative has personally suffered. The
3 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
4 and others. The statute also states that an “aggrieved employee” is “any person who was
5 employed by the alleged violator and against whom one or more of the alleged violations was
6 committed.” Because at least one of the violations that Huff had alleged had affected him
7 personally, the Court of Appeal denied Securitas’ motion.

8 10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
9 other employees, it allows for suits broader than the specific violations the named employee
10 experienced. Therefore, even if the employee did not personally experience the Labor Code
11 violations, the employer may still be liable to under PAGA.

12 11. Consequently, it is Plaintiff’s position that Plaintiff can equivocally bring the following
13 labor code violations on behalf of all other employees, including hourly, non-exempt
14 employees and even salaried employees.

15 12. It is Plaintiff’s position that ASSURANCE has committed numerous labor code
16 violations against Plaintiff and other hourly, non-exempt employees who worked for
17 ASSURANCE at any of their locations in the state of California during the PAGA period.

18 13. ASSURANCE did not provide Plaintiff and other similarly situated aggrieved
19 employees with the minimum wages to which they were entitled for all work performed and
20 did not compensate her and others for all hours worked pursuant to California Labor Code
21 sections 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and
22 consistently worked “off the clock”, especially as it related to writing down notes for clients.
23 At least initially, Plaintiff and others wrote these notes “off the clock” and after their scheduled
24 shifts.

25 14. Moreover, Plaintiff and others were not paid for travel time with clients, which would
26 be akin to a minimum wage violation. In addition, the company had a policy and practice of
27 rounding down the number of hours worked, which led to time shaving and Plaintiff and others
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1 not being paid for all hours worked. The company consistently rounded down the work hours
2 to 6 hours even if it was 5, 10 or even 15 minutes over 6 hours.

3 15. Due to the above “off the clock” violations above and as a matter of company policy,
4 ASSURANCE violated Labor Code §510 because it failed to pay aggrieved employees overtime,
5 even though they worked more than 8 hours per day and/or 40 hours per week throughout their
6 employment. Employees’ actual work hours, which included the “off the clock” work as
7 described above, entitled them to overtime, however, it was not company policy to keep accurate
8 track of all hours worked and to pay employees the accurate amount of overtime, especially since
9 the “off the clock” work was not factored into the equation. Furthermore, any incentive payments
10 and/or bonus payments were not factored into employees’ regular rate of pay for purposes of
11 deciphering the correct overtime rate of pay.

12 16. ASSURANCE violated Labor Code § 226.7 along with Industrial Welfare Commission
13 Wage Order no. 4 or 5 because it failed to provide Plaintiff and other similarly situated aggrieved
14 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
15 throughout their employment. ASSURANCE did not completely relieve Plaintiff of all duty
16 during said rest periods. ASSURANCE did not pay to Plaintiff one additional hour of pay at
17 Plaintiff’s regular rate of compensation for each workday that one or more statutory rest periods
18 was not provided. Plaintiff was told that she can take 1 rest break, however, she had to take her
19 client with her. The latter meant that Plaintiff and others were not relieved of all work duties and
20 had to supervise and tend to their clients at all times. As such, Plaintiff and others did not really
21 receive any timely, uninterrupted rest periods throughout their employment wherein they were
22 relieved of all work duties. Moreover, to the extent that Plaintiff’s and others’ shifts were over 6
23 hours (and there were shifts that she worked over 6 hours), Plaintiff and others would have been
24 entitled to a second rest break, which was not received.

25 17. ASSURANCE also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
26 Commission Wage Order No. 4 or 5 because it failed to provide Plaintiff and other similarly
27 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
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1 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
2 periods. ASSURANCE did not completely relieve Plaintiff of all duties during said meal
3 periods. ASSURANCE did not pay to Plaintiff one additional hour of pay at Plaintiff's regular
4 rate of compensation for each workday that one or more statutory meal periods was not provided.
5 Plaintiff and others were not entitled a meal period per company policy.

6 18. The issue is that Plaintiff and others did not sign a written waiver for their meal periods
7 AND there was no verbal agreement to waive their meal periods. Since Plaintiff and others were
8 working 5 hours or more, they were entitled to a 30-minute interrupted meal period wherein they
9 were relieved of all work duties.

10 19. Additionally, since Plaintiff's and others' shifts were over 6 hours at times, any alleged
11 "agreement" to waive their meal period would not be valid and enforceable.

12 20. Moreover, if Plaintiff signed an on-duty meal period agreement wherein Plaintiff agreed
13 to work through her meal period, it would also be invalid and unenforceable because the nature
14 of Plaintiff's job does not prevent her from taking a meal period.

15 21. Furthermore, during the relevant time period, and due to all of the above labor code
16 violations, ASSURANCE failed to pay Plaintiff and other similarly situated aggrieved
17 employees all wages due to them within any time period specified by California Labor Code
18 section 204, including the minimum wages and overtime as described above as well as meal/rest
19 break premiums.

20 22. ASSURANCE was also in violation of California Labor Code section 226(a) by failing
21 to include pertinent information on the wage statements, including but not limited to, all hours
22 worked, tips earned, gross wages earned, net wages earned, all deductions, premium payments
23 for meal and rest breaks, the correct legal name and address of the employing entity, the
24 beginning and end of the pay period, all applicable hourly rates, and all identifying employee
25 information, among other items. As such, ASSURANCE did not provide Plaintiff and other
26 similarly situated aggrieved employees with complete, accurate itemized wage statements.

27 23. ASSURANCE violated Labor Code § 203 because it willfully failed to pay Plaintiff and
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1 other similarly situated aggrieved employees earned and due wages upon separation of
2 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
3 These earned but unpaid wages include compensation for all hours worked including minimum
4 wages and overtime compensation, and premiums for the missed meal and rest breaks.

5 24. During the relevant time period, ASSURANCE also failed to keep accurate and complete
6 payroll records showing the actual hours worked per day (including the time for meal periods)
7 and the wages paid to Plaintiff and other aggrieved employees pursuant to California Labor Code
8 sections 1174(d).

9 25. During the relevant time period, Plaintiff and other aggrieved employees incurred
10 necessary, business-related expenses and costs that were not reimbursed by ASSURANCE.
11 These costs include, but are not limited to, uniforms and use of personal cell phones for work
12 purposes. The company initially did not reimburse for use of personal cell phones, but did start
13 at some point.

14 26. Moreover, while ASSURANCE did reimburse for mileage and cell phones, the amounts
15 provided for both were not adequate or sufficient to cover those business expenses. Accordingly,
16 ASSURANCE was in violation of California Labor Code sections 2800 and 2802.

17 27. Moreover, ASSURANCE failed to provide sick pay pursuant to Labor Code sections 233
18 and 246.

19 28. ASSURANCE also failed to provide Worker's Compensation coverage for Plaintiff and
20 other aggrieved employees in violation of Labor Code Section 3700.5.

21 **FIRST CAUSE OF ACTION**

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

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

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

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

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

6 31. For the three (3) years preceding filing of this action, Defendants failed to compensate
7 Plaintiff for all hours worked.

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

11 33. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
12 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
13 this Court.

14 34. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
15 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
16 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
17 reasonable attorney's fees and costs of suit.

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

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

24 **(California Labor Code Sections 1194, 1194.2, 1197)**

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

26 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.
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1 37. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
2 to suffer or permit a California employee to work without paying wages at the minimum wage
3 rate for all hours worked as required by the applicable Industrial Welfare Commission
4 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
5 Regulations, Title 8, Section 11040/11050, subdivision 4.

6 38. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant
7 times, "hours worked" included "the time during which an employee is subject to the control of
8 an employer, and includes all the time the employee is suffered or permitted to work, whether
9 or not required to do so..."

10 39. During her employment, Plaintiff was regularly required as a matter of uniform
11 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
12 was paid less than the minimum wage rate by Defendants for hours worked in violation of
13 California Labor Code Section 1197 and the applicable California Industrial Wage
14 Commission wage order(s).

15 40. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
16 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
17 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
18 to believe that their acts or omissions were not contrary to California law.

19 41. For all hours worked by Plaintiff for which he was paid less than the minimum wage
20 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
21 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
22 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
23 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

24 42. 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 according to proof at
26 trial.

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THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

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

(Plaintiff against all named defendants and all DOE defendants)

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

44. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

45. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations, Title 8, Section 11040/11050.

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

47. Plaintiff was entitled to the above overtime premiums.

48. 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 eight (8) in a day. Defendants did not pay Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past twelve (12) in a day.

49. 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.

50. Plaintiff worked at least one pay period in which he was not properly paid overtime

1 within the three (3) years prior to the initiation of this lawsuit.

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

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

7 53. 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 54. 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 55. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

20 56. 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 57. 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, gross wages earned, including overtime, minimum wages, and premium pay for
25 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
26 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
27 statements to Plaintiff in accordance with California Labor Code Section 226(a).
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1 58. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
2 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
3 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
4 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
5 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
6 the 3-year period immediately preceding the date t lawsuit was filed.

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

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

15 **FIFTH CAUSE OF ACTION**

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

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

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

19 61. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

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

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

27 64. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
28 without abatement or reduction, any wages of an employee whose employment ends, the wages

1 of the employee shall continue as a penalty from the due date at the same rate until paid or until
2 an action is commenced; however, the wages shall not continue for more than 30 days for
3 failure to pay an employee owed wages.

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

6 66. 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
8 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
9 preceding the filing of this lawsuit.

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

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

16 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

4 73. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
5 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
6 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
7 from Defendants' records or indirectly based on information from Defendants' records.

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

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO GIVE REST BREAKS**

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

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

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

- 17 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
18 provides that every employer shall authorize and permit all employees to take rest
19 periods, which insofar as practicable shall be in the middle of each work period.

20 The authorized rest period time shall be based on the total hours worked daily at the
21 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 22 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which
23 provides that if an employer fails to provide an employee a rest period in
24 accordance with the applicable provisions of this order, the employer shall pay the
25 employee one (1) hour of pay at employee's regular rate of compensation for each
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workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee 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.

77. Plaintiff alleges that she 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.

78. 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.

79. 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.

80. 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.

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

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

4 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

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

- 7 a. California Labor Code section 512(a), which requires that employees be given a 30-
8 minute uninterrupted meal break after five (5) hours of work, and a second
9 uninterrupted meal break after ten (10) hours of work;
10
11 b. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any meal period mandated by an applicable order of
13 the Industrial Welfare Commission, and (b) if any employer fails to provide an
14 employee a meal period in accordance with an applicable order of the Industrial
15 Welfare Commission, the employer shall pay the employee one (1) additional hour
16 of pay at the employee's regular rate of compensation for each workday that the
17 meal period is not provided;
18
19 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
20 under Title 8 of the California Code of Regulations Section 11040/11050, which
21 states that if an employer fails to provide an employee a meal period in accordance
22 with the applicable provisions of the Wage Order, the employer shall pay the
23 employee one (1) hour of pay at the employee's regular rate of compensation for
24 each workday that the meal period is not provided;
25
26 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
27 codified under Title 8 of the California Code of Regulations Section 11040/11050,
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1 which requires an employer to maintain records documenting its employees' meal
2 periods;

3 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
4 codified under California Code of Regulations Section 11040/11050, which
5 penalizes the employer \$50.00 for each initial violation, per employee, of any
6 provision of the Wage Order, and \$100.00 for each additional violation thereafter
7 per employee; and

8 f. California Labor Code section 1171 and 1173, which have given the California
9 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4
10 and 5) as enforceable law.

12 83. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
13 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
14 to take a second relieved meal break after ten (10) hours of work, as required by California
15 law. California Labor Code section 512(a) and California Industrial Welfare Commission
16 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
17 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
18 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
19 all work duty. California Labor Code section 226.7 provides that employers may not require
20 their employees to work through their meal periods. California Labor Code section 226.7 and
21 California Code of Regulations section 11040/11050 requires that if the employer fails to
22 provide the employee with an uninterrupted meal period, the employer must pay the employee
23 one (1) hour of pay for each work day that the meal period is not given.

26 84. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
27 regulations, and wage orders alleged in this cause of action along with any allowable interest,
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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.

85. 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.

86. 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.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2800, 2802, 3700.5 and Wage Order no. 4/5

(Against all Named Defendants and all DOE Defendants)

87. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

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

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

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

91. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code

1 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
2 on behalf of himself or herself and other current or former employees pursuant to the
3 procedures specified in California Labor Code section 2699.3.

4 92. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
5 violator and had one or more of the alleged violations committed against her, and therefore is
6 properly suited to represent the interests of other current and former hourly, non-exempt
7 employees who worked for ASSURANCE at any of their various California locations during
8 the relevant PAGA period.

9 93. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
10 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
11 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

12 94. Plaintiff therefore has exhausted all administrative remedies required of her under
13 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
14 cause of action and pursue penalties in a representative action for Defendants’ violations of the
15 Labor Code.

16 95. California Labor Code section 2699 et seq. imposes penalties upon culpable
17 Defendants for violating the Labor Code.

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

26 97. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
27 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
28

1 seeking individual/victim specific relief or underpaid wages under this particular cause of
2 action.

3 98. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
4 the following:

5 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
6 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2800,
7 2802, 3700.5 via 2698 and 2699 any other Labor Codes and Wage Orders (including no.
8 4/5) violated on the facts alleged in this Complaint.

9 99. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
10 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
11 employees as alleged herein in an amount to be shown according to proof at trial and within the
12 jurisdictional limits of this Court.

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

15 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

16 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 99, inclusive, of this Complaint as thought fully set forth herein.

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

21 102. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
22 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
23 of completing her job duties, which were not reimbursed by Defendant. These expenses
24 include, but are not limited to, uniforms and use of personal cell phones for work
25 purposes. The company initially did not reimburse for use of personal cell phones, but did start
26 at some point. Moreover, while ASSURANCE did reimburse for mileage and cell phones, the
27 amounts provided for both were not adequate or sufficient to cover those business expenses
28

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

3 **ELEVENTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PERSONNEL FILE**

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

6 104. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 103, inclusive, of this Complaint as though fully set forth herein.

8 105. Labor Code section 1198.5 dictates "every current and former employee, or his or her
9 representative, has the right to inspect and receive a copy of the personnel records that the
10 employer maintains relating to the employee's performance or to any grievance concerning the
11 employee."
12

13 106. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
14 shall make the contents of those personnel records available for inspection to the current or
15 former employee, or his or her representative, at reasonable intervals and at reasonable
16 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
17 personnel records when requested by Plaintiff via certified letter on September 16, 2022, as
18 required by law. Plaintiff requested her pay records in accordance with California Labor Code
19 section 226 on September 16, 2022 via U.S. certified mail, return receipt requested. .
20

21 107. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
22 records within 21 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
23 suffered and continues to suffer substantial losses related to Defendants' failure to provide
24 personnel records.

25 108. Plaintiff seeks all available remedies for Defendants' violations including, but not
26 limited penalties, and costs to the extent permitted by law and according to proof at trial.
27 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
28

1 in the amount of \$750.00, along with costs and attorney's fees.

2
3 **TWELFTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PAY RECORDS**

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

6 109. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein.

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

11
12 111. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
13 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
14 pertaining to a current or former employee shall comply with the request as soon as
15 practicable, but no later than 21 calendar days from the date of the request." On information
16 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
17 by Plaintiff via certified letter, return receipt requested, on September 16, 2022, and as required
18 by law.

19
20 112. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
21 continues to suffer substantial losses related to Defendants' failure to provide pay records.
22 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
23 in the amount of \$750.00, along with costs and attorney's fees.

24 113. Plaintiff seeks all available remedies for Defendants' violations including, but not
25 limited penalties, and costs to the extent permitted by law and according to proof at trial.

26
27 ///

THIRTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

**(Plaintiff against Defendant ASSURANCE FAMILY SERVICES INC. and all DOE
defendants)**

114. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

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

116. Defendant's violations of the Labor Code constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff.

117. For the four years preceding the filing of this action, Plaintiff has suffered damages and request damages and/or restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

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

1. For compensatory damages, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;

6. For restitution and disgorgement for all unfair business practices by corporate Defendant ASSURANCE FAMILY SERVICES INC. against Plaintiff in an amount subject to proof at trial;
7. For an order enjoining corporate Defendant ASSURANCE FAMILY SERVICES INC. from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., the Labor Code, Code of Civil Procedure section 1021.5, and/or other applicable laws; and

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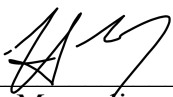
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1 16. For such other and further relief as this Court may deem proper.

2
3 DATED: January 12, 2023

MESSRELIAN LAW INC.

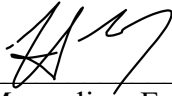
4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Ruth Liceaga Ambriz

7
8 **DEMAND FOR JURY TRIAL**

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

10
11 DATED: January 12, 2023

MESSRELIAN LAW INC.

12 By 
13 Harout Messrelian, Esq.
14 Attorneys for Plaintiff Ruth Liceaga Ambriz