

SEP 13 2023

ORIGINAL

VENTURA SUPERIOR COURT

FILED

09/13/2023

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Executive Officer and Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

MARIO RAMOS,

Plaintiff,

vs.

IEC PROPERTY SERVICES
CORPORATION, a California corporation;
and DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.: 2023CUOE013948

) COMPLAINT FOR DAMAGES:

) (1) PRIVATE ATTORNEYS GENERAL
) ACT ("PAGA").

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COMES NOW PLAINTIFF MARIO RAMOS (hereinafter referred to as “RAMOS” or “Plaintiff”) and complains against the above-named Defendants and for causes of action against the Defendants, and each of them, as follows:

THE PARTIES

1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or domiciled in the County of Ventura, State of California.

2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein, Defendant IEC PROPERTY SERVICES CORPORATION, a California corporation (hereinafter “IEC Corporation” and collectively with all other Defendants as “Defendants”) was, and now is, a valid business of form unknown, duly organized and existing under the laws of the State of California, having its principal place of business in the County of Ventura, State of California.

3. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to assert the true names and capacities of the fictitiously named Defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as “DOES” herein is legally responsible for the events, happenings, acts, occurrences, indebtedness, damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

4. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of the remaining Defendants and has acted within the course and scope of such agency and employment, and with the permission and consent of the co-Defendants.

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5. This Court has jurisdiction over the claims alleged herein. The relief requested is within the jurisdiction of this Court.

6. Venue is proper in the County of Ventura. Defendant IEC Corporation conducts business in the County of Ventura and all of Plaintiff's employment was carried out in the County of Ventura. All of the claims alleged herein arose in the County of Ventura.

7. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of attorney's fees, interest, and costs.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

8. Plaintiff started working for Defendant IEC Corporation beginning in or around February 2020 and is currently employed as a Maintenance Supervisor. Plaintiff is considered an hourly, non-exempt employee whose current rate of pay is approximately \$26.39 per hour.

9. The “Aggrieved Employees” are all current and former California employees who worked for Defendant IEC Corporation during the relevant time period pursuant to California *Labor Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

10. It is Plaintiff's position that Defendant IEC Corporation committed the following Labor Code violations against Plaintiff and other similarly situated aggrieved employees.

11. Defendant IEC Corporation did not compensate Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they were entitled for work performed and, as such, did not compensate Plaintiff and other similarly situated aggrieved employees for all hours worked at the minimum wage rate pursuant to California *Labor Code* §§ 1194, 1197 and 1197.1.

12. This is so because Plaintiff and other similarly situated aggrieved employees either did not receive their daily, legally mandated thirty-minute meal periods, did not receive them timely, and/or were not completely relieved and/or were routinely interrupted during their daily, legally mandated meal periods. Plaintiff and other similarly situated aggrieved employees were required to continue performing their duties even during their meal periods, thereby resulting in Plaintiff and other similarly situated aggrieved employees not taking their meal periods, not taking them timely, and/or

1 said meal periods being interrupted. For example, on many occasions, while Plaintiff was on his
2 legally mandated meal period, he was required to translate discussions between members of
3 management and Spanish-speaking employees and/or third parties. Since Plaintiff was not duly
4 compensated for the time he spent working during his meal periods, Defendant IEC Corporation
5 violated California's minimum wage laws.

6 13. Additionally, in further violation of California's minimum wage laws, Defendant IEC
7 Corporation routinely required Plaintiff to perform his work duties while he was off the clock. For
8 example, among the other tasks he was required to perform while he was off the clock, Plaintiff was
9 required to take the trash out and also required to make sure all the locks on the premises were
10 properly secured. However, despite requiring Plaintiff to perform such off-the-clock work,
11 Defendant IEC Corporation did not pay Plaintiff the legally mandated minimum wage for the time
12 he spent working off the clock. It is believed other similarly situated employees were similarly asked
13 and/or required to perform work off the clock without being duly compensated for the same.

14 14. As a further result of its failure to provide Plaintiff and other similarly situated aggrieved
15 employees uninterrupted meal periods and its practice of requiring them to perform work duties
16 while they were off the clock, Defendant IEC Corporation violated California *Labor Code* § 510,
17 because it failed to compensate Plaintiff and other similarly situated aggrieved employees overtime
18 compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40
19 hours per week throughout their employment. Plaintiff and other similarly situated aggrieved
20 employees' actual work hours entitled them to overtime compensation (both daily and weekly),
21 especially due to the off-the-clock work described above. However, they were not paid accurately
22 and fully for their overtime hours worked.

23 15. Defendant IEC Corporation also violated California *Labor Code* § 226.7 and the applicable
24 Industrial Welfare Commission Wage Order No. 5 because it failed to provide Plaintiff and other
25 similarly situated aggrieved employees with ten-minute rest periods for every four hours of work,
26 or majority portion thereof, throughout their employment. Defendant IEC Corporation did not
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1 relieve Plaintiff and other similarly situated aggrieved employees of all their duties during said rest
2 periods, instead directing them to continue working. Defendant IEC Corporation did not pay
3 Plaintiff and other similarly situated aggrieved employees one additional hour of pay at the regular
4 rate of compensation for each workday when one or more statutory rest periods was not provided.
5 It was not company policy and/or not part of the company culture for employees such as Plaintiff
6 and other similarly situated aggrieved employees to take their daily rest breaks. Given the heavy
7 workload and expectation for Plaintiff and other similarly situated aggrieved employees to timely
8 complete their tasks, the culture at IEC Corporation did not lend itself to the employees receiving
9 statutory rest periods at which time they were relieved of all work duties. It was the normal practice
10 and custom of Defendant IEC Corporation not to authorize, permit, and/or enforce statutory rest
11 periods. As such, the work environment and culture at IEC Corporation was not conducive to
12 receiving statutory rest breaks under California law.

13 16. Defendant IEC Corporation violated California *Labor Code* §§ 512 and 226.7 along with the
14 applicable Industrial Welfare Commission Wage Order No. 5 because it failed to provide Plaintiff
15 and other similarly situated aggrieved employees the requisite thirty-minute, uninterrupted meal
16 periods for every five (5) hours of work throughout their employment. As alleged above, Defendant
17 IEC Corporation either failed to provide a meal period timely or entirely, or it did not completely
18 relieve Plaintiff and other similarly situated aggrieved employees of all duty during said meal
19 periods. Defendant IEC Corporation did not duly compensate Plaintiff and other similarly situated
20 aggrieved employees one additional hour of pay at the regular rate of compensation for each
21 workday when one or more statutory meal periods was not provided or was interrupted. In addition,
22 meal periods were not consistently taken before the fifth hour worked, in further contravention of
23 California law.

24 17. Furthermore, during the relevant time period, and as a result of the above violations,
25 Defendant IEC Corporation failed to pay Plaintiff and other similarly situated aggrieved employees
26 all wages due to them within any time period specified by California *Labor Code* § 204.
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1 18. Defendant IEC Corporation was also in violation of California *Labor Code* § 226(a) by
2 failing to timely provide and/or include pertinent information on Plaintiff and other similarly
3 situated aggrieved employees' wage statements including, but not limited to the name and address
4 of the legal entity that is the employer, all hours worked (minimum wage and overtime), gross wages
5 earned, net wages earned, all applicable hourly rates, all deductions, reimbursement they should
6 have received for work-related expenses incurred, and premium pay for the missed meal and rest
7 periods, among others.

8 19. During the relevant time period, Defendant IEC Corporation also failed to keep accurate and
9 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
10 and other similarly situated aggrieved employees pursuant to California *Labor Code* § 1174(d).

11 20. Defendant IEC Corporation also violated California *Labor Code* § 203 because it willfully
12 failed to pay to aggrieved employees earned and due wages upon separation of employment, either
13 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
14 unpaid wages include, but are not limited to minimum wages, overtime compensation, premium pay
15 for missed meal and rest periods, and reimbursement for the work-related expenses incurred.

16 21. Additionally, during the relevant time period, Plaintiff and other similarly situated aggrieved
17 employees incurred necessary, business-related expenses and costs that were not reimbursed by
18 Defendant IEC Corporation. These costs include, but are not limited to the requirement to use a
19 personal cellular phone for the benefit of Defendant IEC Corporation. Despite requiring Plaintiff
20 and other similarly situated aggrieved employees to incur business-related costs and expenses,
21 Defendant IEC Corporation did not duly reimburse them. Accordingly, Defendant IEC Corporation
22 was in violation of California *Labor Code* §§ 2800 and 2802.

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I.

FIRST CAUSE OF ACTION

Violation of the Private Attorneys General Act

[California *Labor Code* §§ 2698 et seq.]

Against All Defendants & DOES 1 through 100, Inclusive

22. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

23. Plaintiff provided the required written notice to the Labor & Workforce Development Agency (“LWDA”) and Defendant of the specific violations of the California Labor Code that Defendant and DOES 1-100 are alleged to have violated and continue to violate.

24. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA within 65 days of the postmark date of the notice to the LWDA.

25. Plaintiff has therefore exhausted all administrative remedies required of her under California *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendant’s alleged violations of the Labor Code.

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

27. Plaintiff is an “aggrieved employee” because he was and is employed by the alleged violators and had and continued to have the alleged violations committed against him and is therefore properly suited to represent the interests of other current and former employees who worked for Defendant in the State of California during the PAGA period.

28. Based on the acts alleged above, Plaintiff, on behalf of himself and other similarly situated aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of

Defendant's violations of the California Labor Code, as alleged herein.

29. Plaintiff seeks penalties for Defendant's misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim-specific relief under this cause of action.

30. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for the following: violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other Labor Codes and Wage Orders violated on the facts alleged in this Complaint.

31. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former similarly situated aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

WHEREFORE, PLAINTIFF MARIOS RAMOS prays for judgment against Defendants and DOES 1-100, and each of them, as follows:

1. For the imposition of civil penalties against Defendants;
2. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;
3. For all costs and disbursements incurred in this suit;
4. For reasonable attorney's fees against Defendants where available by law, including but not limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil Procedure* § 1021.5, and/or other applicable laws; and
5. For such other and further relief as this Court may deem proper.

Dated: September 11, 2023

SEZGIN KHOUSADIAN LLP

By: Arthur Sezgin
ARTHUR SEZGIN, ESQ.
Attorneys for PLAINTIFF
MARIO RAMOS