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GIA GABRIELLA MANGIONE,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

GIA GABRIELLA MANGIONE, individually
and on behalf of all others similarly situated,

Plaintiff(s),

v.

IPF CONSULTANTS LLC; and DOES 1
through 100,

Defendant(s).

Case No. **STK-CV-UOE-2025-0003972**

COMPLAINT

- 1. Failure to Provide Compliant Meal Breaks**
- 2. Failure to Provide Complaint Rest Breaks**
- 3. Failure to Pay All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Wage Statement Violation**
- 6. Waiting Time Penalties**
- 7. Violation of Unfair Competition**
- 8. Private Attorneys General Act**
- 9. Disability Discrimination**
- 10. Failure to Accommodate**
- 11. Failure to Engage in Interactive Process**
- 12. Retaliation for Requesting Accommodation**
- 13. Wrongful Termination**

RELEVANT PARTIES

1. Plaintiff GIA GABRIELLA MANGIONE (“Plaintiff”) is an adult resident of San Joaquin County, California, and was at all times relevant residing in San Joaquin County, California.
2. Defendant IPF CONSULTANTS LLC (“Defendant”) is a California corporation with its principal place of business located in San Joaquin County, California. Defendant is registered to and

1 does conduct business in the State of California and is subject to the laws of the State of California.
2 All acts and omissions of Defendant employees as alleged herein occurred while they were acting
3 within the course and scope of their employment.

4 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
5 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
6 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
7 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
8 informed and believes, and based on such information and belief alleges, that each of the fictitiously
9 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
10 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
11 and Doe Defendants are collectively referred to as “Defendants”.

12 **JURISDICTION AND VENUE**

13 4. This action is properly filed in San Joaquin County because the acts and omissions that give
14 rise to Plaintiff’s claims took place in San Joaquin County, and Defendants transact substantial
15 business in this County.

16 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
17 alleged herein occurred in San Joaquin County, California and Plaintiff suffered damages from such
18 conduct within San Joaquin County, California.

19 **FACTUAL ALLEGATIONS**

20 6. At all times relevant, Plaintiff was Defendants’ employee.

21 7. Plaintiff was employed by Defendants from September 17, 2023 to July 31, 2024.

22 8. On July 24, 2024, PLAINTIFF was involved in a car accident that resulted in a severe
23 concussion and muscle strains.

24 9. Plaintiff promptly notified her supervisor, Jesus Sandoval, about the accident and her
25 injuries.

26 10. Plaintiff requested to use sick time following her accident.

27 11. After Plaintiff’s request, Defendant allocated forty (40) hours of sick time for Plaintiff to
28 use.

1 12. Plaintiff used her sick time for July 24, 25, and 26, 2024, which were her scheduled
2 workdays.

3 13. On or about Sunday, July 28, 2024, Plaintiff's concussion symptoms worsened, requiring her
4 to go to the hospital.

5 14. Plaintiff texted Defendant that she would not be able to work the following week due to her
6 worsening medical condition.

7 15. Plaintiff informed Defendant that she would email them a doctor's note covering the period
8 from July 24, 2024, through August 2, 2024.

9 16. Before PLAINTIFF could provide the doctor's note, DEFENDANT's HR representative,
10 Melody Bayardos, came to PLAINTIFF's home to collect her office keys and deliver a termination
11 notice.

12 17. Plaintiff was terminated on or about July 31, 2024.

13 18. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff was
14 required to work during meal breaks. Despite not being provided with compliant meal breaks,
15 Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

16 19. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was
17 required to work during breaks. Despite not being provided with compliant rest breaks, Defendant
18 did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

19 20. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to drop
20 off checks and pick up receipts before clocking in for work, which constitutes off the clock work.
21 Further, meal breaks were unpaid, but the Plaintiff was required to be on call, on duty, and on
22 premises during meal breaks. Thus, Plaintiff is owed 30 minutes of unpaid time per shift.

23 21. Defendants failed to pay Plaintiff all overtime owed Plaintiff usually worked 8 hours in a
24 day and 40 hours in a week and thus any unpaid time was necessarily overtime.

25 22. Defendants failed to provide Plaintiff with accurate wage statements because the wage
26 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
27 other things.

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23. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

PAGA ALLEGATIONS

24. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor 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 outlined in Labor Code section 2699.3.

25. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

26. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

27. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

28. On October 17, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

29. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

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1 30. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants within one year prior to October 17, 2024, through
3 final disposition of this action.”

4 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

5 31. On March 18, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
6 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
7 Retaliation against Defendant. On March 18, 2025, the CCRD issued a Notice of Case Closure and
8 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
9 order to enforce their rights under FEHA.

10 32. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
11 prerequisite to filing this action.

12 **FIRST CAUSE OF ACTION**

13 **Failure to Provide Compliant Meal Periods**

14 **By Plaintiff Against All Defendants**

15 33. Plaintiff incorporates by reference the paragraphs above.

16 34. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
17 employee for a work period of more than five hours per day without providing the employee with a
18 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
19 without providing the employee with a second meal period of not less than 30 minutes”.

20 35. An employer provides compliant meal breaks to its employees “if it relieves its employees
21 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
22 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
23 1004, 1040 (2012)).

24 36. Not only must an employer affirmatively relieve its employees of all duty during their meal
25 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
26 (*Brinker*, supra).

27 37. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

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1 38. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
2 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
3 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
4 11 Cal. 5th 858 (2021)).

5 39. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
6 break was missed.

7 40. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
8 penalties, attorney fees, and costs.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **By Plaintiff Against All Defendants**

12 41. Plaintiff incorporates by reference the paragraphs above.

13 42. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
14 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
15 per four hours or major fraction thereof.

16 43. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
17 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
18 5th 257, 269 (2016)).

19 44. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

20 45. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
21 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
22 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
23 11 Cal. 5th 858 (2021)).

24 46. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
25 break was missed.

26 47. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
27 penalties, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked**

3 **By Plaintiff Against All Defendants**

4 48. Plaintiff incorporates by reference the paragraphs above.

5 49. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
6 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
7 40 hours in a workweek.

8 50. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

9 51. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
10 penalties, attorney fees, and costs.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay All Overtime Owed**

13 **By Plaintiff Against All Defendants**

14 52. Plaintiff incorporates by reference the paragraphs above.

15 53. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
16 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
18 one-half times the regular rate of pay for an employee.”

19 54. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

20 55. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
21 interest, penalties, attorney fees, and costs.

22 **FIFTH CAUSE OF ACTION**

23 **Wage Statement Penalties**

24 **By Plaintiff Against All Defendants**

25 56. Plaintiff incorporates by reference the paragraphs above.

26 57. Labor Code section 226(a) requires employers to provide itemized wage statements to its
27 employees that identify accurate information regarding their compensation. Defendants, as a matter
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1 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
2 statements to Plaintiff in violation of Labor Code section 226(a).

3 58. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
4 and incomplete.

5 59. Defendants knowingly and intentionally issued wage statements that were inaccurate and
6 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
7 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

8 60. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
9 costs.

10 **SIXTH CAUSE OF ACTION**

11 **Waiting Time Penalties**

12 **By Plaintiff Against All Defendants**

13 61. Plaintiff incorporates by reference the paragraphs above.

14 62. Labor Code sections 201 and 202 require that an employer provide an employee with all
15 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
16 employee's resignation.

17 63. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
18 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
19 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
20 thirty days.

21 64. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
22 conclusion of employment.

23 65. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
24 and costs.

25 **SEVENTH CAUSE OF ACTION**

26 **Violation of Unfair Competition Law**

27 **By Plaintiff Against All Defendants**

28 66. Plaintiff incorporates by reference the paragraphs above.

67. Defendants' conduct described herein constitutes unfair competition.

68. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

69. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all wrongfully withheld wages.

70. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

EIGHTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiff and the Aggrieved Employees Against All Defendants

71. Plaintiff incorporates by reference the paragraphs above.

72. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

73. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

74. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

75. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the penalties in Labor Code section 2699 apply.

76. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code sections 1197.1 and 2699 apply.

77. With respect to violations of Labor Code section 510 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code sections 558, 1197.1, and 2699 apply.

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1 78. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
2 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
3 and 2699 apply.

4 79. With respect to violations of Labor Code section 203 for failure to pay all wages due to
5 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
6 Labor Code section 2699 apply.

7 80. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
8 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
9 the manner alleged herein.

10 81. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
11 to Labor Code section 2699(g).

12 **NINTH CAUSE OF ACTION**

13 **Violation of California Government Code § 12940 et seq. – Disability Discrimination**

14 **By Plaintiff Against All Defendants**

15 82. Plaintiff incorporates by reference the paragraphs above.

16 83. Government Code § 12940(a) prohibits an employer from discriminating against an
17 employee in compensation or in terms, conditions, or privileges of employment because of the
18 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
19 condition" or "sex."

20 84. During their employment with Defendants, Plaintiff was subjected to discrimination based
21 on their disability

22 85. Plaintiff was subjected to discrimination based on their disability (described supra).

23 86. After Plaintiff suffered injuries from a car accident, Plaintiff requested for sick leave.
24 Plaintiff was terminated shortly after reporting her injuries.

25 87. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
26 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
27 below.

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1 **TENTH CAUSE OF ACTION**

2 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

3 **By Plaintiff Against All Defendants**

4 88. Plaintiff incorporates by reference the paragraphs above.

5 89. At all relevant times herein, Plaintiff was an individual with a disability as defined by
6 FEHA.

7 90. FEHA requires an employer to make reasonable accommodations for the known disabilities
8 of employees to enable them to perform a position's essential functions, unless doing so would
9 produce undue hardship to the employer's operations. Govt. Code §12940(m).

10 91. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
11 accommodations, as set forth herein.

12 92. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
13 with their disability.

14 93. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
15 required by law, to Plaintiff (described supra).

16 94. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
17 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
18 stated below.

19 **ELEVENTH CAUSE OF ACTION**

20 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**

21 **Process**

22 **By Plaintiff Against All Defendants**

23 95. Plaintiff incorporates by reference the paragraphs above.

24 96. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

25 97. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
26 process with an employee to determine effective reasonable accommodations if an employee with a
27 disability so requests. The interactive process is the key mechanism for facilitating the integration of
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1 disabled employees in the workplace and liability may be imposed on the employer for failing to
2 engage in the process.

3 98. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
4 accommodations, as set forth herein.

5 99. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
6 with their disability.

7 100. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
8 engaged in unlawful employment practices when they failed and refused to engage in the interactive
9 process (described supra).

10 101. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
11 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
12 damage as stated below.

13 **TWELFTH CAUSE OF ACTION**

14 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**
15 **Accommodation**

16 **By Plaintiff Against All Defendants**

17 102. Plaintiff incorporates by reference the paragraphs above.

18 103. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
19 and each of them.

20 104. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
21 discriminating against a person for requesting accommodations, regardless of whether the request
22 was granted.

23 105. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
24 connection with their medical condition.

25 106. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
26 connection with their request for accommodations. Such violations were a proximate cause in
27 Plaintiff's damage as stated below.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **By Plaintiff Against All Defendants**

4 107. Plaintiff incorporates by reference the paragraphs above.

5 108. At all times mentioned in this complaint, it was a fundamental policy of the State of
6 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
7 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
8 engagement in protected activity.

9 109. Based on the actions described above, Defendants terminated Plaintiff for engaging in
10 protected activity.

11 110. Defendants actions were in violation of California Public Policy.

12 111. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
13 will continues to suffer damages, as stated below.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

16 **First Cause of Action**

- 17 1. Damages and/or penalties pursuant to Labor Code section 226.7
18 2. Interest
19 3. Attorneys' fees
20 4. Costs
21 5. Other relief the court deems proper

22 **Second Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code section 226.7
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
3 2. Liquidated damages
4 3. Interest
5 4. Attorneys' fees
6 5. Costs
7 6. Other relief the court deems proper

8 Fourth Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Fifth Cause of Action

- 15 1. Penalties pursuant to Labor Code section 226
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Sixth Cause of Action

- 20 1. Penalties pursuant to Labor Code section 203
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 Seventh Cause of Action

- 25 1. Restitution of all wrongfully withheld wages
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Eighth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 4 violate the California Labor Code in the manner alleged herein
- 5 3. Attorneys' fees
- 6 4. Costs
- 7 5. Other relief the court deems proper

8 Ninth to Twelfth Cause of Action

- 9 1. Compensatory damages
- 10 2. Punitive damages
- 11 3. Attorneys' fees
- 12 4. Costs
- 13 5. Other relief the court deems proper

14 Thirteenth Cause of Action

- 15 1. Back pay and front pay
- 16 2. Interest on the above amounts
- 17 3. Compensatory damages
- 18 4. Punitive damages
- 19 5. Attorneys' fees
- 20 6. Costs
- 21 7. Other relief the court deems proper

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23 DATED: March 18, 2025

FRONTIER LAW CENTER

24 /s/ Daniel Ginzburg

DANIEL GINZBURG

25 Attorney for Plaintiff

26 GIA GABRIELLA MANGIONE,

27 individually and on behalf of all others

28 similarly situated