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and on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JODI GHERNA, individually, and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

CALIFORNIA COMMERCE CLUB,
INC., a California corporation, dba The
Commerce, and DOES 1-50, inclusive,

Defendant.

Case No.

COMPLAINT

- 1) DISCRIMINATION BASED ON
DISABILITY IN VIOLATION OF
FEHA [Cal. Gov't Code § 12940(a)]
- 2) FAILURE TO REASONABLY
ACCOMMODATE DISABILITY IN
VIOLATION OF FEHA [Cal. Gov't
Code § 12940(m)]
- 3) HARASSMENT BASED ON
DISABILITY IN VIOLATION OF
FEHA [Cal. Gov't Code § 12940(j)]
- 4) RETALIATION IN VIOLATION OF
FEHA [Cal. Gov't Code § 12940(h)]
- 5) FAILURE TO PREVENT
HARASSMENT, DISCRIMINATION,
OR RETALIATION IN VIOLATION
OF FEHA [Cal. Gov't Code §
12940(k)]
- 6) FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS IN
VIOLATION OF FEHA [Cal. Gov't
Code § 12940(n)]
- 7) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS
- 8) FAILURE TO PAY MINIMUM
WAGES [Cal. Labor Code §§ 1194,
1197, 1197.1]

- 9) FAILURE TO PAY OVERTIME [Cal. Labor Code §§ 510, 1198]
- 10) FAILURE TO PROVIDE LAWFUL MEAL PERIODS [Cal. Labor Code §§ 226.7 and 512(a)]
- 11) FAILURE TO AUTHORIZE AND PERMIT REST PERIODS [Cal. Labor Code § 226.7]
- 12) FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT [Cal. Labor Code §§ 204, 210]
- 13) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES [Cal. Labor Code §§ 2800, 2802]
- 14) KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS [Cal. Labor Code § 226(a)]
- 15) VIOLATION OF THE UNFAIR COMPETITION LAW

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JODI GHERNA (“Plaintiff”), individually, and on behalf of others similarly situated, and asserts claims against Defendant CALIFORNIA COMMERCE CLUB, INC., a California Corporation, dba THE COMMERCE; and DOES 1-50, inclusive (collectively “Defendant” or “The Commerce”) as follows:

INTRODUCTION

1. This is both an individual action and a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendant as non-exempt employees, however titled, in the State of California at any time from four (4) years prior to the filing of this Complaint through resolution or trial of the matter (collectively referred to as “Class” or “Class Members” or “Non-Exempt Employees”).

2. During the “liability period,” as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages

1 is three (3) years; and Plaintiff's claims for statutory penalties is one (1) year from the filing of
2 this action through the present (referred to as "the liability period(s)") – Defendant consistently
3 maintained and enforced against its Non-Exempt Employees unlawful practices and policies in
4 violation of California state wage and hour laws, including failing to lawfully and accurately pay
5 Plaintiff and Class Members for all hours worked, including minimum wages and overtime and
6 double time; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at
7 the employee's regular rate of pay when legally mandated meal or rest periods were not lawfully
8 provided; failing to accurately pay overtime; failing to reimburse necessary expenses; failing to
9 timely pay wages during employment, failing to provide accurate itemized wage statements; and
10 failing to keep accurate records.

11 3. Defendant implemented uniform policies and practices that deprived Plaintiff and
12 Class Members of earned wages, including minimum wages; straight time wages; overtime
13 wages; double time wages; premium wages; lawful meal and/or rest breaks; reimbursement for
14 necessary expenses; and timely payment of wages.

15 4. Such actions and policies, as described above and further herein, were and
16 continue to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all
17 Class Members, brings this action pursuant to the California Labor Code, including sections 201,
18 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2,
19 1195, 1197, 1198, 2802, applicable IWC California Wage Orders, including 4-2001, and
20 California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages,
21 unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys' fees and costs.

22 5. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business
23 and Professions Code sections 17200-17208, also seeks restitution from Defendant for its failure
24 to pay to Plaintiff and Class Members all of their wages, including minimum wages, overtime,
25 double time, and premium wages, and for unreimbursed expenses.

26 **JURISDICTION AND VENUE**

27 6. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
28 employees of Defendant pursuant to California Code of Civ. Proc. Section 382. The monetary

1 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
2 California Superior Court and will be established according to proof at trial.

3 7. This Court has jurisdiction over this action pursuant to the California Constitution
4 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
5 except those given by statute to other courts. The statutes under which this action is brought do
6 not give jurisdiction to any other court.

7 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

9 9. This Court has jurisdiction over Defendant because, upon information and belief,
10 Defendant is either a resident of California, has sufficient minimum contacts in California, or
11 otherwise intentionally avails itself of the California market so as to render the exercise of
12 jurisdiction over it by the California Courts consistent with traditional notions of fair play and
13 substantial justice. Defendant has done and is doing business throughout California and Los
14 Angeles.

15 10. The unlawful acts alleged herein have a direct effect on Plaintiff and other
16 similarly situated Non-Exempt Employees within Los Angeles County and it is believed that
17 Defendant has employed a number of other Class Members as Non-Exempt Employees in Los
18 Angeles County, and throughout California.

19 11. The California Superior Court also has jurisdiction in this matter because the
20 individual claims of the Class Members described herein are presently believed to be under the
21 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
22 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including
23 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
24 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.
25 Further, there is no federal question at issue, as the issues herein are based solely on California
26 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
27 Procedure, the California Civil Code, and the California Business and Professions Code.

28 12. Venue is proper in this Court because Defendant resides, transacts business, and

has offices in this County and the acts or omissions alleged herein took place in this County.

PARTIES

13. Defendant California Commerce Club, Inc., dba The Commerce, is a California Corporation doing business in the state of California. It is based at 6131 E. Telegraph Road, Commerce, CA 90040.

14. Plaintiff Jodi Gherna is and during the liability period has been, a resident of California.

15. Plaintiff was employed in hourly, non-exempt position by The Commerce during the relevant time period.

16. Plaintiff and the members of the putative class were employed as hourly paid employees employed by The Commerce, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint.

17. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through one or more of Defendant's officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendant.

18. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

19. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

1 20. Plaintiff is further informed and believes, and thereon alleges, that at all times
2 material herein, each Defendant was completely dominated and controlled by its co-Defendants
3 and each was the alter ego of the other. Whenever and wherever reference is made in this
4 Complaint to any conduct by Defendant or Defendants, such allegations and references shall also
5 be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and
6 severally. Whenever and wherever reference is made to individuals who are not named as
7 Defendants in this complaint, but were employees and/or agents of Defendants, such individuals,
8 at all relevant times acted on behalf of Defendants named in this complaint within the scope of
9 their respective employments.

10 **ADMINISTRATIVE PREREQUISITES**

11 21. On March 6, 2026, Plaintiff filed a complaint for discrimination, harassment, and
12 retaliation with the California Civil Rights Department (“CRD”) against Defendant alleging facts
13 upon which this Complaint is based. On March 6, 2026, Plaintiff received an immediate right-
14 to-sue letter from the CRD, attached hereto as **Exhibit A**. Plaintiff has thus exhausted his
15 administrative prerequisites to filing this civil action.

16 **FACTUAL ALLEGATIONS**

17 **Plaintiff’s Employment**

18 22. Plaintiff was employed by The Commerce beginning in January 2020 at its casino
19 in Commerce, California.

20 23. Plaintiff’s job title was formally designated as a Lead Casino Rotation Coordinator
21 (Lead CRC), and she reported directly to the Casino Shift Manager.

22 24. Throughout her employment, Plaintiff was classified as a non-exempt, hourly
23 employee. She was paid at an hourly base rate of \$22.50 per hour, plus participation in the dealer
24 tip pool. Her total compensation, combining her base rate and tip pool earnings, averaged
25 approximately \$60.00 per hour.

26 25. Plaintiff’s position as Lead Casino Rotation Coordinator was highly demanding
27 and required advanced technical proficiency, exceptional organizational skills, and constant
28 attention to detail.

1 26. Plaintiff's work schedule from 2023 through the time she went on leave consisted
2 of five consecutive days per week, Tuesday through Saturday, from 2:00 p.m. to 10:00 p.m.,
3 totaling 40+ hours per week. Prior to 2023, Plaintiff regularly worked a six-day work week, and
4 frequently worked seven consecutive days. During that period, there was often no definite work
5 week due to severe staffing shortages, and she was required to work whenever needed to ensure
6 adequate coverage.

7 27. The nature of Plaintiff's position required her to remain at her workstation at all
8 times during her shift. She was required to monitor casino radio traffic constantly and respond
9 immediately to communications from supervisors, dealers, and other casino floor personnel.
10 Plaintiff could not leave her desk or disengage from her duties without risking discipline for
11 missing communications. She was required to maintain continuous awareness of the locations
12 and rotations of hundreds of employees across multiple shifts and gaming areas, and to make real-
13 time adjustments to schedules based on constantly changing floor conditions.

14 28. Plaintiff's work location was the casino floor. Due to construction at various times
15 during her employment, Plaintiff was required to work at temporary desk locations in smoking
16 rooms, where working conditions were poor and included ceiling leaks and inadequate
17 ventilation. Plaintiff was a satisfactory employee who competently performed her duties despite
18 the demanding workload and challenging conditions, and she received recognition from
19 management for her dedication and performance.

20 29. Plaintiff's position was functionally a two-person job, but she frequently worked
21 alone on certain weekdays without adequate relief coverage. Staffing levels in the Casino Rotation
22 Coordinator department were chronically inadequate, and Plaintiff regularly managed the
23 complex demands of the role without assistance despite repeated requests to management for
24 additional support. The position required Plaintiff to maintain constant vigilance over dealer
25 rotations, respond immediately to emergencies or staffing gaps, track hundreds of employees
26 simultaneously, and ensure compliance with gaming regulations. Even when she needed to use
27 the restroom, Plaintiff was required to carry her radio and remain available to respond to calls, as
28 missing a communication could result in discipline. The demanding nature of the work, combined

1 with inadequate staffing and the requirement to remain on duty at all times, placed extraordinary
2 physical and mental demands on Plaintiff throughout her employment.

3 30. As a result of the prolonged and demanding nature of Plaintiff's position, the
4 repetitive motions required by her job duties, and the constant physical and mental strain of
5 managing dealer rotations and casino floor operations without adequate relief or support, Plaintiff
6 began experiencing significant physical symptoms. Specifically, Plaintiff developed hand
7 numbness, severe wrist pain, and vision problems. The symptoms were directly caused and
8 exacerbated by the repetitive use of computer equipment to manage scheduling systems, the
9 requirement to constantly monitor multiple screens and communications devices, and the physical
10 strain of remaining at her workstation for extended periods without adequate breaks or relief.

11 31. The physical symptoms progressively worsened throughout Plaintiff's
12 employment as Defendant continued to deny her requests for additional staffing support and
13 maintained the demanding workload requirements that necessitated constant computer use and
14 uninterrupted attention to casino operations. The repetitive nature of Plaintiff's work, combined
15 with inadequate ergonomic equipment and the inability to take breaks or rest periods, caused her
16 wrist pain and hand numbness to intensify to the point where it became painful to perform basic
17 job tasks.

18 32. Recognizing that her physical symptoms required intervention, Plaintiff purchased
19 two ergonomic computer mice at her own expense to use at her two primary workstations. Despite
20 this self-funded accommodation, Plaintiff's symptoms continued to worsen due to the unrelenting
21 pace and demands of her position and Defendant's failure to provide adequate staffing, relief
22 coverage, or workload adjustments.

23 33. Throughout the period when her physical symptoms were developing and
24 worsening, Plaintiff repeatedly sought medical attention from Defendant's workplace nurse.
25 However, the workplace nurse provided only minimal treatment and repeatedly returned Plaintiff
26 to full duty without addressing the underlying causes of her condition or recommending
27 meaningful accommodations or modifications to her work duties.

28 34. As her physical condition deteriorated, Plaintiff made multiple requests to her

1 immediate supervisor via email for schedule adjustments, additional staffing assistance, and
2 workload relief to accommodate her physical limitations and prevent further aggravation of her
3 symptoms. Plaintiff explained that the demanding nature of her position and the lack of adequate
4 support were causing and exacerbating her medical issues. However, Defendant ignored these
5 accommodation requests and refused to provide any meaningful relief or modifications to
6 Plaintiff's duties, staffing levels, or work conditions.

7 35. In addition to the severe physical symptoms, Plaintiff also began experiencing
8 significant emotional distress as a direct result of the demanding working conditions, the
9 inadequacy of Defendant's response to her medical needs and accommodation requests, and the
10 cumulative physical and psychological toll of performing her duties without adequate support or
11 relief. Plaintiff experienced emotional breakdowns at work and was observed crying during her
12 shifts due to the overwhelming stress and pain she was enduring.

13 36. The working conditions created by Defendant's policies and practices became so
14 intolerable that Plaintiff found herself in alarming and distressing situations where she urgently
15 needed to use the restroom but could not leave her post due to the requirement to remain available
16 and responsive at all times. On at least one occasion, Plaintiff bled for a period of time because
17 she was unable to leave her workstation to obtain necessary assistance or medical care. These
18 incidents demonstrate the extreme and unreasonable demands placed on Plaintiff and the
19 complete failure by Defendant to accommodate her legitimate medical needs or provide a safe
20 and humane working environment.

21 37. Beginning in August 2025, Defendant directed Plaintiff to begin training casino
22 supervisors to perform the essential duties of her Lead Casino Rotation Coordinator position.
23 Plaintiff was required to teach these supervisors how to manage dealer rotations, monitor floor
24 operations, and utilize the dealer management systems that were central to her role. Plaintiff
25 understood that she was training individuals who would ultimately replace her in performing her
26 job functions.

27 38. Subsequently, in September 2025, management announced to Plaintiff that there
28 would be a proposed "slight reduction" in her tip pool earnings. Management stated that tip pool

1 funds would be reallocated to other supervisors. When Plaintiff questioned what the reduction
2 would specifically entail and requested clarification about how her compensation would be
3 affected, management failed to provide a clear explanation or specific details about the proposed
4 changes.

5 39. By October 2025, Plaintiff's physical and emotional condition had deteriorated to
6 the point where she could no longer continue working under the existing conditions. Her
7 symptoms included debilitating hand numbness and wrist pain that impaired her ability to use
8 computer equipment, vision problems that affected her capacity to monitor casino operations, and
9 severe emotional distress that manifested in crying episodes and anxiety about her ability to
10 perform her job duties without adequate support or accommodation.

11 40. On October 20, 2025, Defendant issued a formal memorandum to Casino Rotation
12 Coordinators and Casino Chip Attendant Trainers regarding "Changes to the Dealer Tip Pool."
13 The memo stated that the dealer tip pool would be adjusted effective October 27, 2025, and that
14 the adjustments would "result in a slight rate reduction in the base tip pool distribution rate" for
15 affected positions, including Plaintiff's position as Lead Casino Rotation Coordinator. The memo
16 further stated that two additional positions would be added to the tip pool. The proposed tip pool
17 reallocation would have substantially reduced Plaintiff's overall compensation.

18 41. On October 22, 2025, before Plaintiff started her 11:30 am shift, Plaintiff applied
19 for leave under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)
20 with Defendant's human resources due to her own serious health condition. Plaintiff's disability
21 and/or medical condition necessitated that she take a leave of absence from work to seek treatment
22 and recover from the work-related injuries and stress she had suffered. Further, Plaintiff's
23 physician was in the process of completing and submitting the required medical certification
24 forms to support Plaintiff's need for leave when Defendant took adverse employment actions
25 against her.

26 42. Later that same day, at an in-person meeting, Defendant informed Plaintiff that her
27 position as Lead Casino Rotation Coordinator would be eliminated effective October 27, 2025.
28 Defendant stated that the elimination was "due to current business needs and as part of a larger

Company restructuring.” During the meeting, as an alternative, Defendant offered Plaintiff the opportunity to transfer to the lower-level position of Casino Rotation Coordinator (CRC) - a non-lead position with reduced responsibilities, lower status, and significantly reduced compensation. The transfer would have resulted in Plaintiff being demoted from her Lead CRC role, losing her lead designation and the corresponding pay differential, and accepting the substantial compensation reduction associated with the modified tip pool structure.

43. Combined with a proposed reduction in Plaintiff’s base hourly rate from \$22.50 per hour to \$18.00 per hour and the halving of her tip pool share, the changes would have reduced Plaintiff’s total hourly compensation from approximately \$60.00 per hour to the low \$30.00 range - a reduction of nearly 50 percent of her total compensation.

44. During the meeting, Defendant also informed Plaintiff that she was required to inform them by October 27, 2025, whether she accepted the demotion and transfer to the lower-paying CRC position, or whether she would voluntarily resign her employment. Defendant made clear that if Plaintiff failed to accept the demotion offer, her failure to respond would be treated as a voluntary resignation from employment.

45. Plaintiff refused to sign any documentation agreeing to the proposed compensation reduction, tip pool modification, or demotion to the lower CRC position. Plaintiff did not agree to or accept the adverse changes to her position, status, or compensation that Defendant attempted to impose.

46. On October 23, 2025, one day after being informed of the position elimination and demotion offer, and one day after applying for FMLA leave, Plaintiff went out on workers’ compensation leave due to work-related injuries and stress..

47. On October 24, 2025, just two days after Plaintiff applied for FMLA/CFRA leave, Defendant’s Human Resources department received a medical note from Plaintiff’s treating physician placing Plaintiff off work until December 28, 2025, due to her serious health condition. This medical documentation confirmed the severity of Plaintiff’s condition and the medical necessity of her leave from work.

48. On October 24, 2025, Defendant mailed Plaintiff a FMLA/CFRA packet via

1 certified mail requesting that Plaintiff provide a completed Certification of Health Care Provider
2 form by November 8, 2025, to determine whether her leave qualified for FMLA and CFRA
3 protection. Plaintiff timely complied with this request and provided the necessary medical
4 certification to support her leave.

5 49. On October 29, 2025, after the initial October 27, 2025 deadline had passed and
6 Plaintiff had not responded, Defendant sent Plaintiff written correspondence extending the
7 deadline to accept the transfer offer to November 2, 2025. The letter stated that if Plaintiff failed
8 to accept the position transfer by the extended deadline, Human Resources would process her
9 “voluntary resignation” on November 3, 2025.

10 50. On November 5, 2025, Defendant issued a written FMLA and CFRA Designation
11 Notice formally approving Plaintiff’s leave request. The notice designated all leave taken between
12 October 24, 2025, and December 28, 2025, as FMLA/CFRA protected leave. The notice
13 confirmed that Plaintiff had properly requested and qualified for job-protected leave due to her
14 own serious health condition, and that 376.00 hours would be counted against her FMLA/CFRA
15 leave entitlement. Defendant required Plaintiff to substitute or use paid leave during her
16 FMLA/CFRA absence.

17 51. Despite approving Plaintiff’s medical leave and formally designating it as
18 FMLA/CFRA protected leave, Defendant continued to communicate with Plaintiff about her
19 employment status and the elimination of her position while she was on approved medical leave.
20 These communications improperly pressured Plaintiff to make decisions about her employment
21 while she was supposed to be protected from such interference during her leave period, and
22 demonstrated Defendant’s failure to respect Plaintiff’s rights under the FMLA and CFRA.

23 52. Throughout the period when Plaintiff was requesting accommodations, seeking
24 medical treatment, and ultimately applying for protected medical leave, Defendant failed to
25 engage in any meaningful interactive process with Plaintiff to determine what reasonable
26 accommodations could be provided to enable her to continue performing her essential job
27 functions. Defendant ignored Plaintiff’s requests for additional staffing support and workload
28 relief, refused to modify her duties or work conditions despite her documented physical

1 limitations, and ultimately took adverse employment actions against her in close temporal
2 proximity to her requests for accommodation and medical leave.

3 53. These adverse employment actions—the announcement of the position
4 elimination, the forced demotion offer with substantially reduced compensation, and the threat of
5 constructive termination - occurred in close temporal proximity to Plaintiff’s protected activities.
6 Specifically, the actions occurred immediately after Plaintiff had requested accommodation for
7 her disability, immediately after she had complained about the inadequate staffing and demanding
8 working conditions, and immediately after she applied for protected FMLA leave on October 22,
9 2025.

10 54. Despite Plaintiff being on approved FMLA/CFRA leave and workers’
11 compensation leave, Defendant continued to contact Plaintiff and pressure her regarding the job
12 elimination and transfer offer while she was on protected medical leave. This conduct
13 demonstrated Defendant’s improper interference with Plaintiff’s leave rights and their failure to
14 respect her protected status during her medical absence.

15 55. Plaintiff is informed and believes, and on that basis alleges, that the true reasons
16 for Defendant’s adverse employment actions were retaliatory and discriminatory. The actions
17 were taken in response to Plaintiff’s requests for accommodation of her disability and/or medical
18 condition, her complaints about inadequate staffing and working conditions, her discussions with
19 management about her wages, her filing of a workers’ compensation claim, and her exercise of
20 her rights to take protected medical leave under the FMLA and CFRA.

21 56. Plaintiff was a nearly six-year employee of Defendant who performed her job
22 duties in a satisfactory manner throughout her tenure. Plaintiff was consistently recognized for
23 her dedication and competence, including receiving praise from management for saving a dealer’s
24 life during a medical emergency.

25 57. The cumulative effect of Defendant’s conduct—including the denial of
26 accommodation requests, the imposition of intolerable working conditions, the threatened
27 demotion with a fifty percent reduction in compensation, the elimination of her position, and the
28 improper pressure exerted while she was on protected medical leave—created working conditions

1 that no reasonable person in Plaintiff's position could be expected to endure.

2 58. A reasonable person in Plaintiff's circumstances would have felt compelled to
3 either accept the unlawful demotion or resign rather than continue working under such adverse
4 and retaliatory conditions.

5 59. Plaintiff is informed and believes that Defendant's stated reasons for the
6 elimination of her position and the adverse employment actions taken against her are pretextual
7 and were not the true reasons for their conduct.

8 60. Plaintiff is informed and believes, and on that basis alleges, that Defendant's
9 conduct was at all times motivated by her disability, her requests for reasonable accommodation,
10 her complaints about working conditions, her filing of workers' compensation and FMLA claims,
11 and her exercise of protected rights under state and federal law.

12 61. As a direct result of Defendant's unlawful conduct, Plaintiff has been unable to
13 return to work and remains on medical leave.

14 62. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff has
15 suffered lost wages and benefits, loss of future earning capacity, emotional distress, humiliation,
16 and anxiety.

17 **Wage and Hour Violations Affecting Plaintiff and the Class**

18 63. All Class Members are similarly situated in that they are all subject to Defendant's
19 uniform policies and systemic practices as specified herein.

20 64. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
21 non-exempt employees within the meaning of the California Labor Code, and the implementing
22 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
23 the IWC Wage Orders and Labor Code.

24 65. Plaintiff and the Class Members were required to clock in at the beginning of their
25 shifts and out at the end of their shifts. However, Plaintiff and the Class Members were not paid
26 for all hours worked because employees were required to work off the clock such that they were
27 not paid for all hours worked.

28 66. Plaintiff's typical work schedule from 2023 through the time she went on leave

consisted of five consecutive days per week, Tuesday through Saturday, from 2:00 p.m. to 10:00 p.m., totaling eight hours plus per day and forty hours plus per week. Prior to 2023, Plaintiff regularly worked a six-day work week, and frequently worked seven consecutive days, often without a definite work week due to severe staffing shortages.

67. During her entire time with Defendant, Plaintiff frequently worked over eight (8) hours in a day and/or over forty (40) hours in a week and was not compensated for such time at the legally required overtime rate of one and one-half times her regular rate of pay as required by law.

68. This uncompensated time resulted in minimum wage and overtime violations and derivative Labor Code violations.

69. Throughout her employment with Defendant, Defendant rarely provided Plaintiff with compliant meal periods. Plaintiff was required to remain at her desk at all times, continuously monitor casino radio traffic, and respond immediately to communications from supervisors, dealers, and floor personnel. Plaintiff routinely ate while working and was never relieved of her job responsibilities during any purported meal period.

70. Even when Plaintiff needed to use the restroom, she was required to carry her radio and could not fully disengage from work duties. The nature of Plaintiff's position made it functionally impossible to take compliant meal breaks due to inadequate staffing and the continuous operational demands of managing dealer rotations for approximately 300 dealers across the entire casino floor.

71. Beginning in January 2024, following ongoing litigation involving Defendant, Plaintiff was occasionally able to leave her desk to take a meal break. However, even during these meal periods, she was still required to keep her radio with her and remained responsible for responding to calls and communications, rendering these meal periods non-compliant with California law.

72. For shifts exceeding ten (10) hours, Defendant's timekeeping system provided employees with the option to waive a second meal period. However, Plaintiff was never provided with a lawful second meal period on shifts of ten hours or more, despite the legal requirement to

1 do so.

2 73. On information and belief, Plaintiff and Class Members did not waive their rights
3 to a second meal period.

4 74. In addition, during the relevant time frame, on information and belief, Plaintiff and
5 the Class Members were systematically not authorized and permitted to take one net ten-minute
6 paid, rest period for every four hours worked or major fraction thereof, which is a violation of the
7 Labor Code and IWC wage order.

8 75. Defendant maintained and enforced scheduling practices, policies, and imposed
9 work demands that frequently required Plaintiff and the Class Members to forego their lawful,
10 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
11 requisite rest periods were not timely authorized and permitted.

12 76. For example, throughout her employment, Plaintiff was required to remain
13 available at all times to monitor casino radio traffic and respond to floor needs. She was often
14 unable to step away from her desk, and when she used the restroom, she was required to carry her
15 radio and remain on call. Staffing levels did not permit relief coverage, and missing a call could
16 result in discipline. As a result, Plaintiff was unable to take uninterrupted rest periods during her
17 workday.

18 77. Moreover, Plaintiff and the Class Members were not permitted to leave the
19 premises during rest periods. Defendant's failure to relinquish control over employees during
20 rest periods constitutes a violation of the Labor Code.

21 78. Despite the above-mentioned rest period violations, Defendant did not compensate
22 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
23 their regular rate as required by California law, including Labor Code section 226.7 and the
24 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
25 permitted.

26 79. Plaintiff was not paid for all hours worked because employees were required to
27 work off the clock. Plaintiff's off-the-clock work included, but was not limited to, performing
28 certain pre-shift and post-shift activities necessary to reach her workstation and commence work.

1 80. For example, Defendant required employees to park in a remote employee parking
2 lot located approximately half a mile from the casino. Transportation was provided by shuttle, but
3 the shuttle was not consistently available, requiring employees to walk to and from the parking
4 lot. After arriving, employees then had to walk additional distance from the employee entrance
5 to reach their workstations.

6 81. During the COVID-19 shutdown and reopening, Defendant required employees to
7 enter through an upstairs employee entrance, proceed through timekeeping, swipe their badges,
8 and then walk through hallways and downstairs to reach their work areas. After the upstairs
9 entrance was closed post-COVID, employees were required to enter through a different side of
10 the casino, significantly increasing the distance and time required to reach their workstations.
11 This time was not compensated.

12 82. Defendant required Plaintiff to use timekeeping machines located throughout the
13 casino floor where employees were required to swipe their badge, enter their badge number, and
14 select an option indicating whether they were taking or waiving a meal period. However, the meal
15 period options presented by the timekeeping system did not reflect the reality that employees,
16 including Plaintiff, were not provided with compliant meal breaks and were required to work
17 through their meal periods while remaining on duty.

18 83. Plaintiff also incurred costs for which she was not reimbursed, including the cost
19 of mandatory black polo shirts required as part of her uniform, cell phone charges accrued from
20 her personal device for work-related communications with supervisors and coworkers via text
21 and calls, and the cost of two ergonomic computer mice that Plaintiff was required to purchase at
22 her own expense due to severe wrist pain caused by the demanding and repetitive nature of her
23 work duties.

24 84. Plaintiff is informed and believes, and thereon alleges, that Defendant knows,
25 should know, knew, and/or should have known that Plaintiff and the other Class Members were
26 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
27 accurately calculated compensation.

28 85. Moreover, Plaintiff and the Class Members have been required to incur necessary

1 expenses in the discharge of their duties but have not been reimbursed for such costs.

2 86. Defendant also failed to provide accurate, lawful itemized wage statements to
3 Plaintiff and the Class Members in part because of the above specified violations. In addition,
4 upon information and belief, Defendant omitted an accurate itemization of total hours worked,
5 the applicable hourly rates, the number of hours worked at each rate, the name and address of the
6 legal entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class
7 Members' wage statements. Such actions were and continue to be in violation of the California
8 Labor Code and applicable IWC Wage Orders.

9 87. Defendant has also made it difficult to determine applicable hourly rates of pay,
10 total hours worked, and account with precision for the unlawfully withheld wages and deductions
11 due to be paid to Non-Exempt Employees, including Plaintiff, during the liability period because
12 they did not implement and preserve a lawful record-keeping method to record all hours worked,
13 meal periods, and non-provided rest and meal periods owed to employees as required for non-
14 exempt employees by California Labor Code section 226, and applicable California Wage Orders.

15 88. Plaintiff and the Class Members are covered by applicable California IWC Wage
16 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
17 section 11000 *et seq.*

18 **CLASS ACTION ALLEGATIONS**

19 89. Plaintiff brings this action on her own behalf, as well as on behalf of each and
20 every other person similarly situated, and thus, seeks class certification under California Code of
21 Civil Procedure §382.

22 90. All claims alleged herein arise under California law for which Plaintiff seeks relief
23 as authorized by California law.

24 91. The proposed class is comprised of and defined as: **all persons who are or were**
25 **employed by the Defendant as hourly paid, non-exempt employees in the State of California**
26 **at any time from four years prior to the filing of this action through resolution or trial of**
27 **the matter** (collectively "Class" or "Class Members").

28 92. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which

are composed of Class Members satisfying the following definitions:

a. All Class Members who were not paid at least minimum wage for all hours worked (collectively “**Minimum Wage Subclass**”);

b. All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek (collectively “**Overtime Subclass**”);

c. All Class Members who were not accurately paid double time for hours worked over twelve (12) hours in a day or for hours worked over eight (8) hours on the seventh consecutive day of the workweek (collectively “**Double Time Subclass**”);

d. All Class Members who worked more than five (5) hours in a workday and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred to as the “**First Meal Period Subclass**”);

e. All Class Members who worked more than ten (10) hours in a workday and were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred to as the “**Second Meal Period Subclass**”);

f. All Class Members who worked more than three and a half hours in a workday and were not authorized and permitted to take a lawful net 10-minute rest period for every four (4) hours or major fraction thereof worked per day and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred to as the “**Rest Period Subclass**”);

g. All Class Members who were not provided with accurate and complete itemized wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement Subclass**”);

h. All Class Members who were not reimbursed for all necessary expenditures (collectively “**Indemnification Subclass**”);

i. All Class Members who were employed by Defendant and subject to Defendant’s Unfair Business Practices (collectively “**Unfair Business Practices Subclass**”).

1 93. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
2 or modify the descriptions of the Class and Subclasses to provide greater specificity as
3 appropriate, or if it should be deemed necessary by the Court or to further divide the Class
4 Members into additional Subclasses or to limit the Subclasses to particular issues. Any reference
5 herein to the Class Members or the Plaintiff's Class includes the members of each of the
6 Subclasses.

7 94. As set forth in further detail below, this action has been brought and may properly
8 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
9 because there is a well-defined community of interest in the litigation, and the proposed Class and
10 Subclasses are easily ascertainable through Defendant's records.

11 a. Numerosity: The members of the Class and Subclasses are so numerous
12 that joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
13 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
14 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the
15 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendant's
16 employment records would provide information as to the number and location of all Class
17 Members. Joinder of all members of the proposed Class is not practicable.

18 b. The proposed class is easily ascertainable. The number and identity of the
19 class members are determinable from Defendant's payroll records and time records for each class
20 member.

21 c. Commonality: There are common questions of law and fact as to the Class
22 and Subclasses that predominate over questions affecting only individual Class Members. These
23 common questions of law and fact include, without limitation:

- 24 1. Whether Defendant accurately paid Class Members for all hours
25 worked;
- 26 2. Whether Defendant paid Class Members at least minimum wage
27 for all hours worked;
- 28 3. Whether Defendant was required to pay Class Members for hours

1 worked during purported meal periods;

2 4. Whether Defendant knew or should have known that Class
3 Members were required to perform work off the clock;

4 5. Whether Defendant accurately calculated and paid all Class
5 Members overtime premiums at the regular rate;

6 6. Whether Defendant accurately calculated and paid all Class
7 Members sick leave premiums at the regular rate;

8 7. Whether Defendant accurately calculated and paid all Class
9 Members double time premiums at the regular rate;

10 8. Whether Defendant had a policy and practice of providing lawful,
11 timely meal periods in accordance with Labor Code § 512, as well
12 as the applicable Industrial Welfare Commission (“IWC”) wage
13 order;

14 9. Whether Defendant accurately calculated and paid all Class
15 Members overtime for the hours which Plaintiff and Class
16 Members worked;

17 10. Whether Defendant accurately paid all Class Members double time
18 for the hours which Plaintiff and Class Members worked over
19 twelve (12) hours in a day or for hours worked over eight (8) hours
20 on the seventh consecutive day of the workweek;

21 11. Whether Defendant’s on-duty meal periods were lawful;

22 12. Whether Defendant required employees to remain on the premises
23 during meal periods;

24 13. Whether Defendant relieved Class Members of all duty during meal
25 periods;

26 14. Whether Defendant relieved Class Members of all duty during rest
27 periods;

28 15. Whether Defendant had a policy and practice of complying with

Labor Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not provided;

16. Whether Defendant failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;
17. Whether Defendant required employees to remain on the premises during rest periods;
18. Whether Defendant automatically deducted time from hours worked for purported meal periods regardless of whether the meal period was actually provided;
19. Whether Defendant required Class Members to carry communications devices and remain on-call during purported meal and rest periods;
20. Whether Defendant had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not provided;
21. Whether Defendant failed to reimburse employees for necessary expenses in accordance with Labor Code section 2802;
22. Whether Defendant omitted required information from itemized wage statements;
23. Whether Defendant failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;
24. Whether Defendant engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;
25. Whether Defendant's conduct was willful and/or reckless;
26. Whether Defendant failed to provide accurate itemized wage statements in violation of Labor Code § 226; and

1 27. The appropriate amount of damages, restitution, and/or monetary
2 penalties resulting from Defendant's violations of California law.

3 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect
4 the interests of each member of the Class and Subclasses with whom they have a well-defined
5 community of interest. Plaintiff's claims herein alleged are typical of those claims which could
6 be alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the
7 relief which would be sought by each member of the Class and/or Subclasses in separate actions.
8 All members of the Class and/or Subclasses have been similarly harmed by Defendant's failure
9 to provide lawful meal periods and rest periods, failure to reimburse expenses, failure to provide
10 accurate wage statements, failure to pay minimum wages, and failure to accurately pay all wages
11 earned including all owed premium, overtime, and double time wages, all due to Defendant's
12 policies and practices that affected each member of the Class and/or Subclasses similarly.
13 Further, Defendant benefited from the same type of unfair and/or wrongful acts as to each member
14 of the Class and/or Subclasses.

15 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect
16 the interests of each member of the Class and/or Subclasses with whom they have a well-defined
17 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges
18 that she has an obligation to make known to the Court any relationships, conflicts, or differences
19 with any member of the Class and/or Subclasses, and no such relationships or conflicts are
20 currently known to exist. Plaintiff's attorneys and the proposed counsel for the Class and
21 Subclasses are versed in the rules governing class action discovery, certification, litigation, and
22 settlement and experienced in handling such matters. Other former and current employees of
23 Defendant may also serve as representatives of the Class and Subclasses if needed.

24 f. Superiority: The nature of this action makes the use of class action
25 adjudication superior to other methods. A class action will achieve economies of time, effort,
26 judicial resources, and expense, which would not be achieved with separate lawsuits. The
27 prosecution of separate actions by individual members of the Class and/or Subclasses would
28 create a risk of inconsistent and/or varying adjudications with respect to the individual members

1 of the Class and/or Subclasses, establishing incompatible standards of conduct for the Defendant,
2 and resulting in the impairment of the rights of the members of the Class and/or Subclasses and
3 the disposition of their interests through actions to which they were not parties. Thus, a class
4 action is superior to other available means for the fair and efficient adjudication of this
5 controversy because individual joinder of all Class Members is not practicable, and questions of
6 law and fact common to the Class predominate over any questions affecting only individual Class
7 Members. Each member of the Class has been damaged and is entitled to recovery by reason of
8 Defendant's unlawful policies and practices, including Defendant's failure to provide lawful meal
9 and rest periods, failure to pay minimum wages, failure to provide accurate wage statements,
10 failure to reimburse necessary expenses, and failure to accurately pay all wages earned including
11 all owed premium, overtime, and double time wages, all due to Defendant's policies and practices
12 that affected each member of the Class and/or Subclasses similarly. Class action treatment will
13 allow those similarly situated persons to litigate their claims in the manner that is most efficient
14 and economical for both parties and the judicial system. Plaintiff is unaware of any difficulties
15 that are likely to be encountered in the management of this action that would preclude its
16 maintenance as a class action.

17 g. Public Policy Considerations: Employers in the state of California violate
18 employment and labor laws every day. However, current employees are often afraid to assert
19 their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
20 actions because they believe their former employers may damage their future endeavors through
21 negative references and/or other means. The nature of this action allows for the protection of
22 current and former employees' rights without fear of retaliation or damage. Additionally, the
23 citizens of California have a significant interest in ensuring employers comply with California's
24 labor laws and in ensuring those employers who do not are prevented from taking further
25 advantage of their employees.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **DISABILITY DISCRIMINATION IN VIOLATION OF FEHA**

4 **Cal. Govt. Code § 12940 et seq.**

5 (By Plaintiff Against The Commerce)

6 95. Plaintiff realleges and incorporates by reference each and every allegation in the
7 preceding paragraphs as if they were fully set forth herein.

8 96. Defendant is an employer within the meaning of the California Fair Employment
9 and Housing Act, Govt. Code §12940 et seq. ("FEHA"). At all times mentioned in this
10 Complaint, Defendant regularly employed five or more persons, bringing defendant employers
11 within the provisions of Gov. Code, §§ 12900 et seq. prohibiting employers or their agents from
12 discriminating against employees on the basis of a disability.

13 97. FEHA and its implementing regulations make it unlawful for an employer to
14 discriminate against an employee in the terms, conditions, or privileges of employment on the
15 basis of a disability.

16 98. Plaintiff was an employee of Defendant at all relevant times.

17 99. Plaintiff had an actual and/or perceived physical disability within the meaning of
18 FEHA, or was regarded and treated by Defendant as having such a disability.

19 100. As alleged herein, Defendant discriminated against Plaintiff in the terms,
20 conditions, and privileges of employment because of Plaintiff's actual and/or perceived disability,
21 including by subjecting her to adverse employment actions, denying reasonable accommodation,
22 and threatening demotion.

23 101. Plaintiff alleges that her actual and/or perceived disability was a substantial
24 motivating reason in Defendant's decision to take adverse employment actions against her.

25 102. Defendant's conduct as alleged herein constitutes unlawful employment practices
26 in violation of FEHA, Government Code section 12940(a).

27 103. As a direct, foreseeable, and proximate result of Defendant's discriminatory acts,
28 Plaintiff has suffered and continues to suffer damages, including substantial economic and

1 noneconomic losses in earnings and job benefits, and has suffered and continues to suffer
2 humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's
3 damage in an amount to be proven at trial, but which is in excess of the minimum jurisdiction of
4 this court.

5 104. Defendant committed the acts described in this Complaint oppressively,
6 fraudulently, and maliciously. The wrongful conduct was carried out, authorized, ratified, and/or
7 approved by officers, directors, or managing agents of Defendant, with the intent to injure
8 Plaintiff or with a conscious disregard of her rights, thereby justifying an award of exemplary and
9 punitive damages.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO REASONABLY ACCOMMODATE IN VIOLATION OF FEHA**

12 **Cal. Govt. Code § 12940(m)(1)**

13 (Plaintiff Against The Commerce)

14 105. Plaintiff realleges and incorporates by reference each and every allegation in the
15 preceding paragraphs as if they were fully set forth herein.

16 106. At all relevant times, Plaintiff had an actual and/or perceived physical disability
17 within the meaning of FEHA, or was regarded and treated by Defendant as having such a
18 disability.

19 107. Defendant knew or believed that Plaintiff had a actual and/or perceived physical
20 disability, or perceived Plaintiff as having such a condition, and treated Plaintiff as physically
21 limited in her ability to perform certain job duties.

22 108. Plaintiff was able to perform the essential functions of her job with reasonable
23 accommodation for her actual and/or perceived physical disability. At all times, Plaintiff was
24 otherwise qualified to do her job.

25 109. Defendant failed to reasonably accommodate Plaintiff for her known actual and/or
26 perceived physical disability in violation of Govt. Code section 12940 (m).

27 110. As a result of Defendant's conduct, Plaintiff has suffered damages, including
28

1 economic losses and emotional distress, in an amount to be determined at trial.

2 111. Plaintiff prays for relief as hereafter provided.

3 **THIRD CAUSE OF ACTION**

4 **HARASSMENT IN VIOLATION OF FEHA**

5 **Cal. Govt. Code § 12940(j)**

6 (Plaintiff Against The Commerce)

7 112. Plaintiff realleges and incorporates by reference each and every allegation in the
8 preceding paragraphs as if they were fully set forth herein.

9 113. Under FEHA, an employer is strictly liable for harassment by a supervisor,
10 manager, or agent acting within the course and scope of employment.

11 114. At all relevant times, Plaintiff had a physical disability within the meaning of
12 FEHA, including hand numbness, severe wrist pain, and vision problems that limited major life
13 activities.

14 115. Defendant knew that Plaintiff had a physical disability requiring accommodation,
15 as evidenced by her repeated visits to the workplace nurse, her communications to supervisors
16 regarding her physical limitations, her purchase of ergonomic equipment at her own expense, and
17 her requests for workload relief and additional staffing support.

18 116. As set forth herein, Plaintiff was subjected to unwelcome harassing conduct based
19 on her physical disability by supervisors, managers, agents, and medical personnel acting on
20 behalf of Defendant within the course and scope of their employment.

21 117. The harassing conduct was severe and pervasive, and any reasonable person in
22 Plaintiff's circumstances would have considered the work environment to be hostile, intimidating,
23 offensive, oppressive, or abusive.

24 118. Plaintiff did, in fact, consider the work environment to be hostile, intimidating,
25 offensive, oppressive, and abusive.

26 119. Defendant failed to take immediate and appropriate corrective action to stop the
27 harassing conduct.

120. Plaintiff was harmed.

121. The conduct of Defendants was a substantial factor in causing Plaintiff's harm.

122. Plaintiff prays for relief as hereafter provided

FOURTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF FEHA

Cal. Govt. Code § 12940(h)

(Plaintiff Against The Commerce)

123. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

124. FEHA makes it unlawful for an employer to retaliate against an employee for engaging in protected activity, including opposing, resisting, or complaining about discrimination, harassment, or failure to accommodate based on an actual and/or perceived disability.

125. Plaintiff engaged in protected activity, including but not limited to complaining to Defendant's management and human resources about severe understaffing and her actual and/or perceived disability, requesting reasonable accommodation, and objecting to Defendant's unlawful treatment based on her actual and/or perceived disability.

126. Plaintiff's protected activity was a substantial motivating reason for Defendant's decision to subject Plaintiff to adverse employment actions, chronic understaffing, reduced compensation, and threatened demotions.

127. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered and continues to suffer economic and noneconomic harm in an amount to be proven at trial, including but not limited to loss of earnings and benefits, humiliation, embarrassment, and severe emotional distress.

128. Defendant committed the acts alleged herein oppressively, fraudulently, and maliciously. The wrongful conduct was carried out, authorized, ratified, and/or approved by officers, directors, or managing agents of Defendant with conscious disregard for Plaintiff's rights, thereby justifying an award of exemplary and punitive damages.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, OR RETALIATION IN**
3 **VIOLATION OF FEHA**

4 **Cal. Govt. Code § 12940(k)**

5 (Plaintiff Against The Commerce)

6 129. Plaintiff realleges and incorporates by reference each and every allegation in the
7 preceding paragraphs as if they were fully set forth herein.

8 130. As alleged herein, Plaintiff was subjected to discrimination and retaliation in
9 violation of the FEHA, including based on her actual and/or perceived physical disability.

10 131. At all relevant times, Defendant failed to take all reasonable steps necessary to
11 prevent discrimination and retaliation from occurring. Defendant's failures included, but were not
12 limited to, failing to adequately investigate Plaintiff's complaints, failing to take prompt and
13 appropriate corrective action, failing to discipline supervisors and managers who engaged in
14 unlawful conduct, and failing to implement or enforce effective policies and practices designed
15 to prevent disability-based misconduct.

16 132. Defendant's failure to take reasonable preventive and corrective measures was a
17 substantial factor in causing Plaintiff economic and noneconomic harm, including lost earnings
18 and benefits, humiliation, embarrassment, and severe emotional distress, in an amount to be
19 proven at trial.

20 133. The wrongful conduct described herein was carried out, authorized, ratified, and/or
21 approved by officers, directors, or managing agents of Defendant with malice and conscious
22 disregard for Plaintiff's rights, thereby justifying an award of exemplary and punitive damages.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA**

25 **Cal. Gov't Code § 12940(n)**

26 (Plaintiff Against The Commerce)

27 134. Plaintiff realleges and incorporates by reference each and every allegation in the
28 preceding paragraphs as if they were fully set forth herein.

1 135. At all relevant times, Plaintiff had an actual and/or perceived physical disability
2 within the meaning of FEHA, or was regarded and treated by Defendant as having such a
3 disability.

4 136. Defendant knew, believed, and/or perceived that Plaintiff had a physical disability
5 requiring accommodation.

6 137. FEHA requires employers to engage in a timely, good-faith interactive process
7 with an employee to determine effective reasonable accommodations for the employee's known
8 physical disability or perceived disability.

9 138. Plaintiff requested reasonable accommodation and/or otherwise communicated to
10 Defendant that she required modified duties due to her hand numbness, severe wrist pain, vision
11 problems, and physical limitations.

12 139. Rather than engaging in a timely and good-faith interactive process, Defendant
13 dismissed Plaintiff's requests for assistance, disregarded her concerns about understaffing, cut
14 her compensation, and compelled Plaintiff to accept demotion and/or resignation.

15 140. Defendant failed to meaningfully communicate with Plaintiff regarding available
16 accommodations and failed to identify or implement alternative reasonable accommodations.

17 141. Defendant's conduct demonstrates a breakdown of the interactive process
18 attributable to Defendant.

19 142. Defendant's failure to take reasonable preventive and corrective measures was a
20 substantial factor in causing Plaintiff economic and noneconomic harm, including lost earnings
21 and benefits, humiliation, embarrassment, and severe emotional distress, in an amount to be
22 proven at trial.

23 143. The wrongful conduct described herein was carried out, authorized, ratified, and/or
24 approved by officers, directors, or managing agents of Defendant with malice and conscious
25 disregard for Plaintiff's rights, thereby justifying an award of exemplary and punitive damages.

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INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Plaintiff Against The Commerce)

144. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

145. Defendant, through its officers, directors, managing agents, and supervisory employees, engaged in intentional and reckless conduct that was extreme and outrageous, exceeding all bounds of decency tolerated in a civilized society.

146. Defendant intended to cause Plaintiff severe emotional distress, or acted with reckless disregard of the probability that Plaintiff would suffer such distress, and Plaintiff in fact suffered severe emotional distress as a result of Defendant's conduct.

147. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has sustained and continues to sustain substantial economic losses, including lost earnings, employment benefits, and employment opportunities.

148. As a further direct and proximate result of Defendant's deliberate, oppressive, malicious, and despicable conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, mental and physical pain, anguish, and loss of reputation, all in an amount to be proven at trial.

149. The wrongful conduct was carried out, authorized, ratified, and/or approved by officers, directors, or managing agents of Defendant with malice and conscious disregard for Plaintiff's rights, thereby entitling Plaintiff to recover exemplary and punitive damages in an amount sufficient to punish Defendant and deter similar misconduct.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

Cal. Labor Code §§ 1194, 1197, 1197.1

(By Plaintiff and the Class Against The Commerce)

150. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

1 151. Labor Code section 204 establishes the fundamental right of all employees in the
2 State of California to be paid wages, including minimum wage, straight time and overtime, in a
3 timely fashion for their work.

4 152. Labor Code section 1194(a) provides that notwithstanding any agreement to work
5 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
6 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
7 of the full amount of this minimum wage or overtime compensation, including interest thereon,
8 reasonable attorney's fees, and costs of suit.

9 153. Labor Code section 1197 provides: The minimum wage for employees fixed by
10 the commission or by any applicable state or local law, is the minimum wage to be paid to
11 employees, and the payment of a lower wage than the minimum so fixed is unlawful.

12 154. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
13 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
14 IWC Wage Order(s).

15 155. The applicable wage orders and California Labor Code sections 1197 and 1182.12
16 establish the right of employees to be paid minimum wages for all hours worked, in amounts set
17 by state law.

18 156. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
19 been paid the legal minimum wage as required by Labor Code section 1197 may recover the
20 unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an
21 amount equal to the unpaid wages and interest accrued thereon.

22 157. During all relevant periods, the California Labor Code and wage orders required
23 that Defendant fully and timely pay its non-exempt, hourly employees all wages earned and due
24 for all hours worked.

25 158. The IWC Wage Orders define "hours worked" as "the time during which an
26 employee is subject to the control of an employer, and includes all the time the employee is
27 suffered or permitted to work, whether or not required to do so."

28 159. At all times relevant, Plaintiff and Class Members consistently worked hours for

1 which they were not paid because Defendant frequently required Plaintiff and the Class Members
2 to work off the clock.

3 160. Plaintiff is informed and believes that Defendant was aware that Plaintiff and Class
4 Members were working off the clock and that they should have been paid for this time.

5 161. Defendant's policy and practice of not paying all minimum wages violates
6 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, 1199,
7 1454, and the applicable wage order 4-2001.

8 162. Due to Defendant's violations of the California Labor Code and wage orders,
9 Plaintiff and the Class Members are entitled to recover from Defendant their unpaid wages,
10 statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-
11 judgment interest, as well as liquidated damages.

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME**

14 **Cal. Labor Code §§ 510, 1198**

15 (By Plaintiff and the Class Against The Commerce)

16 163. Plaintiff realleges and incorporates by reference each and every allegation in the
17 preceding paragraphs as if they were fully set forth herein.

18 164. During all relevant periods, Defendant required Plaintiff and the Class Members
19 to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40)
20 hours per workweek.

21 165. During all relevant periods, both the California Labor Code sections 1194, 1197,
22 510, 1198, and the pertinent wage orders required that all work performed by an employee in
23 excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in
24 excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the
25 employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required
26 to be compensated at the rate of no less than twice the regular rate of pay for an employee. In
27 addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required
28 to be compensated at the rate of no less than twice the regular rate of pay of an employee.

1 166. During all relevant periods, Defendant had a uniform policy of requiring Plaintiff
2 and the Class Members to work in excess of eight (8) hours in a workday and/or in excess of forty
3 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times
4 their regular rate of pay. Upon information and belief, Defendant also failed to properly
5 compensate Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in
6 one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

7 167. The IWC Wage Orders define “hours worked” as “the time during which an
8 employee is subject to the control of an employer, and includes all the time the employee is
9 suffered or permitted to work, whether or not required to do so.”

10 168. Plaintiff is informed and believe that Defendant was aware that Plaintiff and the
11 Class Members were working off the clock and that they should have been paid for this time.

12 169. As a result, Defendant failed to pay Plaintiff and the Class Members earned
13 overtime wages and such employees suffered damages as a result.

14 170. In addition, upon information and belief, Defendant failed to incorporate all forms
15 of compensation, including without limitation bonuses, differentials, gift cards, and incentives,
16 into the regular rate for overtime purposes.

17 171. Defendant knew or should have known Plaintiff and the Class Members were
18 undercompensated as a result of these practices.

19 172. Due to Defendant’s violations of the California Labor Code, Plaintiff and the Class
20 Members are entitled to recover from Defendant their unpaid overtime wages, reasonable
21 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest, statutory
22 penalties, and liquidated damages.

23 **TENTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

25 **Cal. Labor Code §§ 226.7, 512(a)**

26 **(By Plaintiff and the Class Against The Commerce)**

27 173. Plaintiff realleges and incorporates by reference each and every allegation in the
28 preceding paragraphs as if they were fully set forth herein.

1 174. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
2 period of more than five (5) hours without providing a meal break of not less than thirty (30)
3 minutes in which the employee is relieved of all of his or her duties, except that when a work
4 period of not more than six (6) hours will complete the day's work the meal period may be waived
5 by mutual consent of the employer and employee.

6 175. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
7 for a work period of more than ten (10) hours without providing a second meal break of not less
8 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second
9 meal break may only be waived by mutual consent, and if the employee did not waive his or her
10 first meal period, and the employee's work day will not exceed twelve hours.

11 176. For the four (4) years preceding the filing of this lawsuit, Defendant failed to
12 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
13 thirty (30) minutes within the first five hours of a shift.

14 177. For the four (4) years preceding the filing of this lawsuit, Defendant also failed to
15 provide Plaintiff and Class Members timely and uninterrupted second meal periods of not less
16 than thirty (30) minutes on shifts longer than ten hours.

17 178. Indeed, during the relevant time, as a consequence of Defendant's staffing and
18 scheduling practices, lack of coverage, work demands, and Defendant's policies and practices,
19 Plaintiff and the Class Members were not provided with legally required meal periods.

20 179. On information and belief, Plaintiff and Class Members did not waive their rights
21 to meal periods under the law.

22 180. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
23 periods.

24 181. Plaintiff and the Class Members were not paid one hour of pay at their regular rate
25 for each day that a first or second meal period was not lawfully provided.

26 182. As a proximate result of the aforementioned violations, Plaintiff and the Class
27 Members have been damaged in an amount according to proof at time of trial.

28 183. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to

1 recover one (1) hour of premium pay for each day in which a meal period violation occurred.
2 They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as
3 applicable.

4 184. As a result of the unlawful acts of Defendant, Plaintiff and the Class she seeks to
5 represent have been deprived of premium wages in amounts to be determined at trial, and are
6 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
7 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil
8 Code section 3287.

9 **ELEVENTH CAUSE OF ACTION**

10 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

11 **Cal. Labor Code § 226.7**

12 (By Plaintiff and the Class Against The Commerce)

13 185. Plaintiff realleges and incorporates by reference each and every allegation in the
14 preceding paragraphs as if they were fully set forth herein.

15 186. Pursuant to the IWC wage orders applicable to Plaintiff's and the Class Members'
16 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
17 periods, which insofar as practicable shall be in the middle of each work period.... [The]
18 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
19 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period
20 time shall be counted as hours worked, for which there shall be no deduction from wages."

21 187. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
22 during any rest period mandated by an applicable order of the IWC.

23 188. Defendant was required to authorize and permit employees such as Plaintiff and
24 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
25 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
26 with no deduction from wages.

27 189. Despite said requirements of the IWC wage orders applicable to Plaintiff's and
28 Class Member's employment with Defendant, Defendant failed and refused to authorize and

1 permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four
2 (4) hours worked, or major fraction thereof.

3 190. Plaintiff and the Class Members were not relieved of all duty, were not allowed to
4 leave the premises during rest periods, and/or were required to carry communications devices and
5 remain on-call during purported rest periods.

6 191. Defendant did not pay Plaintiff one additional hour of pay at his regular rate of
7 pay for each day that a rest period violation occurred. On information and belief, the other
8 members of the Class endured similar violations as a result of Defendant's rest period policies
9 and practices and Defendant did not pay said Class Members premium pay as required by law.

10 192. By their failure to authorize and permit Plaintiff and the Class Members to take a
11 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
12 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
13 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
14 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to
15 provide compensation for such unprovided rest periods as alleged herein, Defendant willfully
16 violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

17 193. As a result of the unlawful acts of Defendant, Plaintiff and the Class she seeks to
18 represent have been deprived of premium wages in amounts to be determined at trial, and are
19 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
20 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

21 **TWELFTH CAUSE OF ACTION**

22 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT**

23 **Cal. Labor Code §§ 204, 210**

24 (By Plaintiff and the Class Against The Commerce)

25 194. Plaintiff realleges and incorporates by reference each and every allegation in the
26 preceding paragraphs as if they were fully set forth herein.

27 195. Labor Code § 204 requires that all wages are due and payable twice in each
28 calendar month.

1 196. The wages required by Wage Order 4-2001 and Labor Code §§ 226.7, 510, 1194,
2 1454 and other sections became due and payable to each employee in each month that he or she
3 was not paid minimum wage, straight or overtime wages to which he or she was entitled.

4 197. Defendant violated Labor Code § 204 by systematically refusing to pay wages due
5 under the Labor Code and applicable wage orders.

6 198. Labor Code section 210 (a) provides that “In addition to, and entirely independent
7 and apart from, any other penalty provided in this article, every person who fails to pay the wages
8 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
9 1197.5, shall be subject to a penalty as follow:

10 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay
11 each employee.

12 (2) For each subsequent violation, or any willful or intentional violation, two
13 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent
14 of the amount unlawfully withheld.”

15 199. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
16 seek to represent have been deprived of wages in amounts to be determined at trial, and are
17 entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs,
18 pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

19 **THIRTEENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

21 **Cal. Labor Code §§ 2800, 2802**

22 (BY Plaintiff and the Class Against The Commerce)

23 200. Plaintiff realleges and incorporates by reference each and every allegation in the
24 preceding paragraphs as if they were fully set forth herein.

25 201. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Class Members
26 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

27 202. Plaintiff and the members of the Class Members were required to incur expenses
28 in the performance of their assigned job duties, including, but not limited to, cellular phone usage

1 and applications and the cost of mandatory black polo shirts as part of their work uniforms.

2 203. Plaintiff and the members of the Class Members were required to incur expenses
3 in the performance of their assigned job duties. By way of example, Plaintiff had to purchase two
4 ergonomic computer mice at her own expense to use at her two primary workstations.

5 204. Upon information and belief, the Defendant did not reimburse Plaintiff or the Class
6 Members for such expenses.

7 205. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
8 have been deprived of un-reimbursed sums in amounts to be determined at trial, and are entitled
9 to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
10 pursuant to Labor Code §2802.

11 **FOURTEENTH CAUSE OF ACTION**

12 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
13 **EMPLOYEE WAGE STATEMENT PROVISIONS**

14 **Cal. Labor Code § 226(a)**

15 (By Plaintiff and the Class Against The Commerce)

16 206. Plaintiff realleges and incorporates by reference each and every allegation in the
17 preceding paragraphs as if they were fully set forth herein.

18 207. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
19 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
20 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
21 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
22 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
23 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
24 of the employee and only the last four digits of his or her social security number or an employee
25 identification number other than a social security number, (8) the name and address of the legal
26 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
27 and the corresponding number of hours worked at each hourly rate by the employee....".

28 208. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep

1 accurate information with respect to each employee including the following: (3) Time records
2 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
3 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
4 and applicable rates of pay....”

5 209. Labor Code section 1174 of the California also requires employers to maintain and
6 preserve, in a centralized location, among other items, records showing the names and addresses
7 of all employees employed and payroll records showing the hours worked daily by, and the wages
8 paid to, its employees. On information and belief and based thereon, Defendant has knowingly
9 and intentionally failed to comply with Labor Code section 1174, including by implementing the
10 policies and procedures and committing the violations alleged in the preceding causes of action
11 and herein. Defendant’s failure to comply with Labor Code section 1174 is unlawful pursuant to
12 Labor Code section 1175.

13 210. Defendant has failed to record many of the items delineated in applicable
14 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
15 1174, including by virtue of the fact that each wage statement which failed to accurately
16 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
17 meal and rest periods, or which failed to include compensation for all minimum wages, overtime,
18 or double time earned, was an inaccurate wage statement.

19 211. On information and belief, Defendant failed to implement and preserve a lawful
20 record-keeping method to record all non-provided meal and rest periods owed to employees or
21 all hours worked, as required for Class Members under California Labor Code section 226 and
22 applicable California Wage Orders. In order to determine if they had been paid the correct amount
23 and rate for all hours worked, Plaintiff and Class Members have been, would have been, and are
24 compelled to try to discover the required information missing from their wage statements and to
25 perform complex calculations in light of the inaccuracies and incompleteness of the wage
26 statements Defendant provided to them.

27 212. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
28 Wage Orders, Defendant did not and still does not furnish each of the members of the Wage

1 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
2 required information. Here, Plaintiff asserts the Defendant omitted required information, failed
3 to accurately include all applicable hourly rates on the wage statements and the corresponding
4 number of hours worked at such rates or hours paid at such rates. In addition, Defendant has
5 failed to provide accurate itemized wage statements as a consequence of the above-specified
6 violations for failure to accurately pay all wages owed, accurately record all hours worked, and
7 failure to pay meal and rest period premiums as required by law.

8 213. Moreover, upon information and belief, as a pattern and practice, in violation of
9 Labor Code section 226(a) and the IWC Wage Orders, Defendant did not and does not maintain
10 accurate records pertaining to the total hours worked for Defendant by the Class Members,
11 including but not limited to, beginning and ending of each work period, meal period and split shift
12 interval, the total daily hours worked, and the total hours worked per pay period and applicable
13 rates of pay.

14 214. Plaintiff and the Class Members have suffered injury as a result of Defendant's
15 failure to maintain accurate records for the Class Members in that they were not timely provided
16 written accurate itemized statements showing all requisite information, such that the members of
17 the Class Members were misled by Defendant as to the correct information regarding various
18 items, including but not limited to total hours worked by the employee, net wages earned and all
19 applicable hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate.

21 215. Pursuant to Labor Code section 226, and in light of Defendant's violations
22 addressed above, Plaintiff and the Class Members are each entitled to recover up to a maximum
23 of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

24 **FIFTEENTH CAUSE OF ACTION**

25 **VIOLATION OF THE UNFAIR COMPETITION LAW**

26 (By Plaintiff and the Class Against The Commerce)

27 216. Plaintiff realleges and incorporates by reference each and every allegation in the
28 preceding paragraphs as if they were fully set forth herein.

1 217. Defendant's conduct, as alleged in this Complaint, has been, and continues to be,
2 unfair, unlawful, and harmful to Plaintiff and the Class Members, Defendant's competitors, and
3 the general public. Plaintiff also seeks to enforce important rights affecting the public interest
4 within the meaning of the California Code of Civil Procedure § 1021.5.

5 218. Defendant's policies, activities, and actions as alleged herein are violations of
6 California law and constitute unlawful business acts and practices in violation of California
7 Business and Professions Code §§ 17200, *et seq.*

8 219. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
9 be predicated on the violation of any state or federal law.

10 220. The state law violations, including violations of the relevant IWC Wage Order,
11 detailed herein above are the predicate violations for this cause of action. By way of example
12 only, in the instant case Defendant's policy of failing to fully and accurately compensate Plaintiff
13 and the Class Members for all hours worked, including minimum wages and overtime, and failing
14 to reimburse for necessary expenses.

15 221. Plaintiff and the Class Members have been personally aggrieved by Defendant's
16 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
17 property.

18 222. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
19 and the Class Members are entitled to restitution of the wages withheld and retained by Defendant
20 during a period that commences four (4) years prior to the filing of this Complaint; an award of
21 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
22 costs.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

On the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action

(Discrimination based on disability in violation of FEHA)

(Failure to reasonably accommodate in violation of FEHA)

(Harassment in violation of FEHA)

(Retaliation in violation of FEHA)

(Failure to prevent harassment, discrimination, or retaliation in violation of FEHA)

(Failure to engage in the interactive process in violation of FEHA)

(Intentional infliction of emotional distress)

1. For general damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits and other compensation, mental and emotional distress and pain and suffering;

2. For damages to compensate Plaintiff for any past, present, and future general damages;

3. For compensatory damages in excess of the jurisdictional minimum of this Court and according to proof, including without limitation lost wages and other economic losses;

4. For punitive damages;

5. For special damages according to proof;

6. For all applicable injunctive relief allowed by law;

7. For all statutory and civil penalties allowed by law, including the California Labor Code, the California Code of Regulations, and the IWC Wage Orders;

8. For reasonable attorney fees pursuant to statute, as applicable;

9. For costs and expenses of suit incurred herein;

10. For prejudgment interest on all amounts claimed; and

11. For any other and further relief that the Court considers proper.

Class Certification

1. That this action be certified as a class action;

2. That Plaintiff be appointed as the representative of the Class;
3. That Plaintiff be appointed as the representative of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the Eighth Cause of Action

(Failure to pay minimum wages)

1. For the unpaid balance of the full amount of any minimum wages owed, as well as interest thereon;
2. Penalties according to statute;
3. Liquidated damages;
4. Reasonable attorneys' fees, and costs of suit;
5. For interest; and
6. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

(Failure to pay overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon;
2. Penalties according to statute;
3. Liquidated damages;
4. Reasonable attorneys' fees, and costs of suit;
5. For interest; and
6. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

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Exhibit A



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 6, 2026

Nicholas Schieffelin
2235 Encinitas Blvd., Suite 210
Encinitas, CA 92024

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202603-33918006
Right to Sue: Gherna / California Commerce Club, Inc.

Dear Nicholas Schieffelin:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 6, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202603-33918006
Right to Sue: Gherna / California Commerce Club, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 6, 2026

Jodi Gherna
2235 Encinitas Blvd, Suite 210
Encinitas, CA 92024

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202603-33918006
Right to Sue: Gherna / California Commerce Club, Inc.

Dear Jodi Gherna:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 6, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Jodi Gherna

CRD No. 202603-33918006

Complainant,

vs.

California Commerce Club, Inc.
6131 E. Telegraph Road
Commerce, CA 90040

Respondents

1. Respondent **California Commerce Club, Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Jodi Gherna**, resides in the City of **Encinitas**, State of **CA**.

3. Complainant alleges that on or about **November 3, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric).

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was other, denied accommodation for a disability.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation and as a result was other, denied accommodation for a disability.

Additional Complaint Details:

1 VERIFICATION

2 I, **Nicholas Schieffelin**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true. The matters alleged are based
5 on information and belief, which I believe to be true.

6 On March 6, 2026, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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Encinitas and California