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EBONEE CHAMBERS, individually
and on behalf of other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

EBONEE CHAMBERS, individually and on)
behalf of other aggrieved employees,)

Plaintiff,)

vs.)

ACTION YOUTH AMERICA, LLC, a)
California Limited Liability Corporation;)
CLAUDIA VILLALBA, an individual; and)
DOES 1 through 100, inclusive,)

Defendants.)

CASE NO. 21STCV41422
[Unlimited Civil Jurisdiction]

COMPLAINT FOR DAMAGES:

1. Discrimination (Cal. Govt. C. §§12900, *et seq.*);
2. Failure to Take Reasonable Steps to Prevent Discrimination (Cal. Gov't C. §§12900, *et seq.*);
3. Retaliation (Cal. Govt. C. §§12900, *et seq.*);
4. Failure to Accommodate (Cal. Gov't C. §§12900 *et seq.*);
5. Failure to Engage in the Interactive Process (Cal. Gov't Code §§12940 *et seq.*);
6. Wrongful Termination in Violation of Public Policy;
7. Failure to Pay Minimum Wages (Cal. Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1);
8. Failure to Pay Overtime Wages (Cal. Lab. C. §§ 510, *et seq.*);
9. Failure to Provide Meal Periods (Cal. Lab. C. §§ 226.7, 512, *et seq.*);
10. Failure to Provide Rest Periods (Cal. Lab. C. §§ 226.7, 512, *et seq.*);
11. Failure to Provide Accurate Wage Statements (Cal. Lab. C. §§ 226, *et seq.*);

-) 12. Failure to Timely Pay Wages Upon
) Termination (Cal. Lab. C. §§ 201-203);
) 13. Failure to Indemnify for Business Expenses
) (Cal. Lab. C. §§ 2802);
) 14. Unfair Competition (Cal. Bus. & Prof. C.
) §17200, *et seq.*); and
) 15. Private Attorney General Act (Cal. Lab.
) C. § 2698, *et seq.*)

) **DEMAND FOR JURY TRIAL**
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)

COMES NOW Plaintiff, EBONEE CHAMBERS, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, for causes of action against Defendants ACTION YOUTH AMERICA, LLC, CLAUDIA VILLALBA, and DOES 1 through 100, inclusive, and complains and alleges upon information and belief as follows:

PARTIES

1. Plaintiff EBONEE CHAMBERS (“Plaintiff”) at all times relevant to this action, resided in Riverside County, State of California.

2. Plaintiff is informed and believes, and based thereon alleges, that Defendant ACTION YOUTH AMERICA, LLC (“Defendant ACTION YOUTH”) is a California limited liability corporation with its principal place of business in Los Angeles County, California.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendant CLAUDIA VILLALBA (“VILLALBA”) is an owner, director, officer, or managing agent of Defendant ACTION YOUTH and/or DOES 25 - 50 and is liable to Plaintiff under Cal. Lab. C. Sec. 558.1 for the wage and hour causes of action asserted herein.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 100, inclusive, and for that reason sues said Defendants, and each of them, by such fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the Defendants Does 1 through 100, inclusive, is and was in some manner responsible for, participated in, or contributed to the matters and things of which Plaintiff complains herein and in some fashion has legal responsibility

1 therefore. When Plaintiff ascertains the names and capacities of the fictitiously named Defendants
2 Does 1 through 100, inclusive, Plaintiff will seek leave to amend this Complaint to set forth such
3 facts.

4 5. Plaintiff is informed, believes, and based thereon alleges, that each Defendant is, and
5 at all times relevant herein was, the agent of his, her, or its co-Defendants, and in committing the
6 acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with
7 the knowledge, permission, and consent of his, her, or its co-Defendants.

8 **JURISDICTION & VENUE**

9 6. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
10 hereto, Defendants, and each of them, were residents of the County of Los Angeles, State of California.

11 7. This action is further brought pursuant to the California Private Attorneys General
12 Act ("PAGA"), California *Labor Code* sections 2698, *et seq.* The penalties and other remedies
13 sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be
14 established according to proof at trial. The amount in controversy for Plaintiff, including claims for
15 compensatory damages, is less than \$75,000.00. It is believed that the total sum owed to Plaintiff and
16 other Aggrieved Employees ("Aggrieved Employees" is defined for all purposes herein as all current
17 and/or former hourly paid or non-exempt employees of Defendant ACTION YOUTH) alleged herein
18 is less than \$5,000,000.00, based upon the anticipated number of Aggrieved Employees and the
19 amount in controversy for each member of the Aggrieved Employees.

20 8. This Court has jurisdiction over this action and the matters alleged herein pursuant to
21 the grant of original jurisdiction set forth in Article VI, Section 10 of the California Constitution.
22 The statutes under which this action is brought do not specify any other basis for jurisdiction.

23 9. Additionally, this Court has jurisdiction over Defendants because, upon information
24 and belief, Defendants are either citizens of California, have sufficient minimum contacts in
25 California, or otherwise intentionally avail themselves of the California market so as to render the
26 exercise of jurisdiction over them by this Court consistent with traditional notions of fair play and
27 substantial justice.
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10. Venue is proper in this Court because the named Defendants reside, transact business, and/or have offices in this county, and/or the acts or omissions alleged herein took place in this county.

GENERAL ALLEGATIONS

11. Plaintiff began working for Defendant ACTION YOUTH in or around August 2019. At all times relevant hereto, Plaintiff worked for Defendant as a program leader and, later, as site director and cheer coach. Defendant ACTION YOUTH is in the business of providing afterschool programs to youth students in various school districts. Plaintiff's job duties included but were not limited to working with middle school children, printing out attendance sheets, updating staff with the children's schedule, making sure the children have eaten dinner, arranging events for the children, managing incident reports and complaints, and providing instruction as a cheer coach.

12. At all times relevant hereto, Plaintiff performed each of her employment duties in a competent and satisfactory manner.

FACTUAL ALLEGATIONS RELATED TO PLAINTIFF'S INDIVIDUAL CLAIMS

13. In or around March 2021, Plaintiff was diagnosed by her physician with endometriosis. Plaintiff underwent two (2) surgeries to remove tumors and scar tissue caused by the disease. Beginning in or about March 2021, and continuing through the present, Plaintiff received and continues to receive monthly treatment to shrink the tumors caused by her endometriosis.

14. As a result of her diagnosis, and in response to the severe pain caused by her disability, Plaintiff's physician placed her off work on March 14, 2021, until approximately April 10, 2021. Plaintiff informed Defendant ACTION YOUTH of her disability. Plaintiff sent to Defendant ACTION YOUTH her doctor's note explaining that Plaintiff would require medical leave. Additionally, Plaintiff specifically informed Marisa Cordova (human resources representative and office manager for Defendant ACTION YOUTH) and Marian Villalba (site coordinator for Defendant ACTION YOUTH and Plaintiff's direct supervisor) of her disability and that her doctor had placed her on medical leave.

15. Thereafter, Plaintiff's physician extended her medical leave until May 10, 2021. Plaintiff again gave notice to her employer of her disability and extended medical leave.

1 16. On or around April 21, 2021, a little over one week after receiving Plaintiff's second
2 doctor's note placing her temporarily off work, Plaintiff received an e-mail from her direct
3 supervisor, Marian Villalba. In harassment and discrimination based on disability, and in retaliation
4 for requesting a reasonable accommodation, Cordova instructed Plaintiff that if she did not respond
5 before 12:00 p.m. that day, Plaintiff could "consider [herself] terminated." Fearing for her job
6 security, Plaintiff called Defendant ACTION YOUTH's department of human resources, who
7 confirmed the decision to terminate Plaintiff.

8 17. Plaintiff's health and career has been materially and adversely affected and
9 irreparably harmed and damaged by the conduct of the Defendants. Defendants, and each of them,
10 failed to engage in the interactive process and failed to provide Plaintiff with a reasonable
11 accommodation for her disability. Plaintiff was discriminated, harassed, and retaliated against for
12 exercising her rights to request and receive a reasonable accommodation for her physical condition
13 and to work in safe environment.

14 18. As a direct and proximate consequence of exercising such rights—which constitutes
15 protected activity under state and federal law—Defendants, and each of them, failed to provide
16 Plaintiff with a reasonable accommodation for her physical condition, as well as retaliated against,
17 discriminated against, and harassed Plaintiff and subjected Plaintiff to adverse employment actions.
18 Those adverse employment actions include but are not limited to: failing to engage in the interactive
19 process, failing to accommodate Plaintiff, and terminating Plaintiff.

20 19. Plaintiff has suffered both general and special damages in the past and present and
21 will continue to suffer such damages in the future for an unknown period of time. Plaintiff has also
22 suffered and continues to suffer losses in earnings and other employment benefits, as well as past
23 and future non-economic injury. Moreover, Defendants' unlawful conduct has adversely affected
24 Plaintiff's personal health and well-being. Plaintiff has also suffered extensive general damages in
25 the form of anxiety, anguish, and mental suffering. Plaintiff's damages are continuing and in an
26 amount not yet determined, but in excess of the jurisdictional minimum of this Court.

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1 20. The conduct of Defendants, and each of them, was a violation of Plaintiff's rights, as
2 described above, as well as her rights under both state and federal law, including the Fair
3 Employment and Housing Act (Cal. Gov't C. §§ 12940, *et seq.* ("FEHA")). Therefore, Defendants,
4 and each of them, are liable under the FEHA as well as for retaliation in violation of public policy as
5 identified in *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167.

6 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

7 21. On or about August 31, 2021, the Department of Fair Employment and Housing
8 issued a Notice of Case Closure and Right-to-Sue letter to Plaintiff, authorizing the filing of a private
9 lawsuit in order to enforce rights under the Fair Employment and Housing Act ("FEHA"). Plaintiff
10 has timely exhausted all administrative remedies required by FEHA as a prerequisite to filing this
11 action.

12 **FACTUAL ALLEGATIONS RELATED TO PLAINTIFF'S WAGE CLAIMS ON BEHALF**
13 **OF HERSELF AND OTHER AGGRIEVED EMPLOYEES**

14 22. Plaintiff is informed and believes, and thereon alleges, that Defendant ACTION
15 YOUTH is engaged in the business of providing an after-school program to children. Defendant's
16 applicable operations facility is located in the city of Downey, county of Los Angeles, State of
17 California. At all times relevant hereto, Defendants employed Plaintiff and other aggrieved hourly-
18 paid or non-exempt employees who worked for Defendants in the State of California, including but
19 not limited to current and former hourly-paid or nonexempt employees who worked for any of the
20 Defendants in the California.

21 23. At all times relevant hereto, Plaintiff worked for Defendants as a site director and cheer
22 coach. At all relevant times, Defendant regularly required Plaintiff to:

- 23 a. work in excess of five (5) and/or ten (10) hours per day without being provided a first
24 and/or second meal period and not being compensated one (1) hour of pay at his
25 regular rate of compensation for each workday that a meal period was not provided,
26 all in violation of California labor laws, regulations, and Industrial Welfare
27 Commission Wage Orders;

- 1 b. work without being provided a minimum ten (10) minute rest period for every four
2 (4) hours or major fraction thereof worked and not being compensated one (1) hour of
3 pay or other compensation at his regular rate of compensation for each workday that a
4 rest period was not provided.

5 24. From January 1, 2020 to February 1, 2020, Plaintiff worked her regular full-time
6 hours, but did not receive a paycheck for any hours worked during that period.

7 25. Additionally, Plaintiff is informed and believes, and based thereon alleges, that at all
8 times relevant to this action, Defendants implemented a series of willful, systematic, and deliberate
9 policies and practices that suppressed operating costs at the expense of employee rights set forth
10 under the California Labor Code and the Industrial Welfare Commission (hereinafter "IWC") Wage
11 Orders.

12 26. Based on the facts alleged above and such other facts that Plaintiff and other Aggrieved
13 Employees might determine through the discovery process, Plaintiff and other aggrieved employees
14 allege that Defendants' consistent unlawful policies and practices have resulted in the systematic
15 violation of the California *Labor Code* sections as alleged:

- 16 a. **California Labor Code § 226(a):** Plaintiff and other aggrieved employees allege that,
17 to their detriment, Defendants knowingly and intentionally failed to provide them with
18 accurate itemized wage statements in accordance with California law.
- 19 b. **California Labor Code §§ 201- 204:** Plaintiff and other Aggrieved Employees allege
20 that Defendants violated these sections of the California *Labor Code* by willfully
21 failing to pay employees for all time worked. Violations of these statutes occurred both
22 at the time the wages in question were earned and payable and at the termination of
23 employment.
- 24 c. **California Labor Code § 204:** Plaintiff and other Aggrieved Employees were not
25 timely paid wages that they were owed for all hours worked.
- 26 d. **California Labor Code §§ 201- 203:** Defendants failed to pay all earned and unpaid
27 wages to Plaintiff upon her termination.
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1 27. At all material times set forth herein, Defendants failed to provide Plaintiff the
2 required rest and meal periods during the relevant time period as required under the Labor Code and
3 Industrial Welfare Commission (“IWC”) Wage Orders.

4 28. At all material times set forth herein, Defendants failed to compensate Plaintiff for all
5 hours worked, missed meal periods, or rest breaks.

6 29. At all material times set forth herein, Defendants failed to pay Plaintiff all wages
7 owed to Plaintiff upon discharge or resignation.

8 30. At all material times set forth herein, Defendants failed to maintain and provide
9 complete and accurate wage statements to Plaintiff. The wage statements provided to Plaintiff were
10 deficient in that they lacked, among other things, the actual hours worked by Plaintiff. Defendants’
11 wage and hour violations are ongoing.

12 31. Defendants’ conduct described herein was undertaken, authorized, and/or ratified
13 Defendants’ officers, directors and/or managing agents who were authorized and empowered to make
14 decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said
15 managing agents and individuals was therefore undertaken on behalf of Defendants who further had
16 advanced knowledge of the actions and conduct of said individuals whose actions and conduct were
17 ratified, authorized, and approved by managing agents whose precise identities are unknown to
18 Plaintiff at this time and are therefore identified and designated herein as DOES 25 through 50,
19 inclusive.

20 32. As a result of Defendants’ actions, Plaintiff has suffered and will continue to suffer
21 general and special damages, including severe and profound pain and emotional distress, anxiety,
22 depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for
23 psychological counseling and treatment, and past and future lost wages and benefits.

24 33. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
25 commissions, benefits and loss or diminution of earning capacity.

26 34. Plaintiff claims general damages for emotional and mental distress and aggravation in
27 a sum in excess of the jurisdictional minimum of this Court.

28 35. Because the acts taken toward Plaintiff were carried out by officers, directors and/or

1 managing agents acting in a deliberate, cold, callous, cruel, and intentional manner, in conscious
2 disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive
3 damages be levied against Defendants and each of them, in sums in excess of the jurisdictional
4 minimum of this Court.

5 **PAGA ALLEGATIONS**

6 36. At all times herein set forth, PAGA was applicable to Plaintiff's employment with
7 Defendant ACTION YOUTH.

8 37. PAGA provides that any provision of law under the California *Labor Code* that
9 provides for a civil penalty to be assessed and collected by the California Labor & Workforce
10 Development Agency ("LWDA") for Labor Code violations may, as an alternative, be recovered
11 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
12 current or former employees pursuant to procedures outlined in California *Labor Code* section
13 2699.3.

14 38. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
15 any person that was employed by the alleged violator and against whom one or more of the alleged
16 violations was committed.

17 39. Plaintiff was employed by Defendants, and the alleged violation was committed
18 against Plaintiff during her time of employment. Plaintiff is therefore an aggrieved employee.
19 Plaintiff and other employees of Defendant ACTION YOUTH are "aggrieved employees" as defined
20 by California *Labor Code* section 2699(c) in that they are all current or former employees of
21 Defendants, and one or more of the alleged violations were committed against them.

22 40. Pursuant to California *Labor Code* sections 2699.3 and 2699.5, an aggrieved
23 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
24 requirements have been met:

- 25 a. The aggrieved employee shall give written notice by online submission (hereinafter
26 "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter
27 "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of
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1 the California Labor Code alleged to have been violated, including the facts and
2 theories to support the alleged violations.

- 3 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
4 the aggrieved employee by certified mail that it does not intend to investigate the
5 alleged violation within sixty (60) calendar days of the postmark date of the
6 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not
7 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
8 Notice, the aggrieved employee may commence a civil action pursuant to California
9 *Labor Code* section 2699 to recover civil penalties in addition to any other penalties
10 to which the employee may be entitled.

11 41. Specifically, Plaintiff alleges that Defendant committed the following violations
12 during the relevant time period:

- 13 a. **Donning Time:** Plaintiff, and all other Aggrieved Employees, were required to wear a
14 uniform that was provided by Defendants. Uniformed staff were not allowed to remove
15 their uniforms from Defendants’ premises. Plaintiff and the other uniformed staff were
16 instructed by their managers to change into their uniforms before clocking in at the start
17 of their shifts. As a result, Plaintiff, and other aggrieved employees were not paid for
18 time spent donning their uniforms at the beginning of their shifts.
- 19 b. **Unlawful Deductions for Uniforms:** Throughout the relevant time period,
20 Defendants maintained a policy and practice of regularly deducting amounts above
21 and beyond what is permitted under IWC Order No. 5, Section 9, thereby unlawfully
22 failing to pay employees for all hours worked.
- 23 c. **Unpaid Business Expenses:** While acting on the direct instruction of Defendants and
24 discharging their duties for them, Plaintiff and aggrieved employees incurred work-
25 related expenses, namely, the purchase of uniforms, which remain unreimbursed.
- 26 d. **Failure to Provide Meal and Rest Periods:** At all times relevant to this action,
27 Defendant failed to provide Plaintiff and other aggrieved employees with mandatory
28 meal periods and/or rest breaks. Defendants required Plaintiff and other aggrieved

1 employees to sign meal and rest period waivers, however those waivers are defective
2 and do not comply with the requirements of Labor Code 510 and IWC Wage Orders.
3 Plaintiff is informed and believes, and thereon alleges, that Defendant did not pay
4 hourly non-exempt employees one (1) hour of wages for every meal and/or rest
5 period that was not provided or permitted by the Company.

- 6 e. **Unpaid Wages:** Plaintiffs allege that Defendant's practices resulted in the failure to
7 pay all compensation owed. Plaintiffs allege that Defendant violated these sections of
8 the California Labor Code by willfully failing to pay employees for all time worked.
9 Violations of these statutes occurred both at the time the wages in question were
10 earned and payable and at the termination of employment.
- 11 f. **Failure to Timely Pay Wages:** Plaintiffs allege that Defendant maintained a practice
12 of paying employees once per calendar month in violation of *Labor Code* § 204, *et*
13 *seq.* resulting in the failure to timely pay all compensation owed. Plaintiffs allege that
14 Defendant violated these sections of the California *Labor Code* by willfully failing to
15 timely pay employees for all time worked. Violations of these statutes occurred both
16 at the time the wages in question were earned and payable and at the termination of
17 employment.
- 18 g. **Failure to Timely Pay Wages Upon Termination:** Defendant did not cure its
19 failures to pay minimum, regular, overtime or double-time wages at the time of
20 separation. Accordingly, Plaintiffs and Aggrieved Employees are entitled to recovery
21 of "waiting time" penalties.
- 22 h. **Inaccurate Wage Statements:** At all times relevant to this action, Plaintiff received
23 an earnings statement with each of her pay checks. These earning statements,
24 however, did not accurately reflect the hours worked during the pay period, did not
25 set forth the correct hourly rates of pay, and did not provide information necessary for
26 Plaintiff to confirm that she received payment of all wages owed. Defendants'
27 unlawful failure to pay regular, minimum, and/or overtime wages has also resulted in
28 its non-exempt employees receiving inaccurate wage statements.

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4 42. On August 16, 2021, Plaintiff provided written notice by online submission to the
5 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California *Labor*
6 *Code* alleged to have been violated, including the facts and theories to support the alleged violations.
7 At the time of filing this Complaint, at least sixty-five (65) calendar days has past since the date of
8 Plaintiff's notice and Plaintiff has not received any notice from the LWDA.

9 43. Therefore, Plaintiff has satisfied the administrative prerequisites under California
10 *Labor Code* section 2699.3(a) to recover civil penalties against Defendants, in addition to other
11 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 221-224, 226, 226.7,
12 512, *et seq.*, 2802, and IWC Order No. 5.

13 **FIRST CAUSE OF ACTION**

14 **Discrimination in Violation of Gov't C. §§ 12900, *et seq.***

15 **(Against Defendant ACTION YOUTH and DOES 1 - 24)**

16 44. Plaintiff refers to and incorporates by reference each and every paragraph above as
17 though fully set forth herein.

18 45. Defendants ACTION YOUTH is subject to suit under the Fair Employment and
19 Housing Act, Government Code section 12940, *et seq.* ("FEHA"), because it regularly employs five
20 or more persons. (Gov. Code § 12926, *et seq.*)

21 46. California Government Code section 12940(a) prohibits discrimination on the basis of
22 physical disability or medical condition. This prohibition encompasses a proscription against an
23 employer discharging an employee because of a disability or medical condition. (Gov.
24 Code § 12940(a)).

25 47. At all times relevant hereto, Plaintiff was employed by Defendant ACTION YOUTH
26 as a site director and cheer instructor. In or about March 2021, Plaintiff was diagnosed with a
27 disabling medical condition that interfered with one or more major life activities, including
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1 performing manual tasks, lifting, and working. However, with a reasonable accommodation from
2 Defendant, Plaintiff would have been able to perform the essential duties of Plaintiff's job.

3 48. Defendant was at all times aware of Plaintiff's disability, because Plaintiff informed
4 Defendant of the condition and ongoing treatment. Plaintiff's physicians, in fact, placed Plaintiff on
5 a short-term medical leave beginning on or around early March 2021 until approximately early May
6 2021 so that she could treat and care for her disability. Plaintiff informed Defendant of the medical
7 condition, disability, and medical leave. After notifying Defendant of the extension of her medical
8 leave, Defendant ACTION YOUTH immediately terminated Plaintiff's employment.

9 49. Plaintiff is informed and believes and based thereon alleges that Plaintiff's actual or
10 perceived disability and/or medical condition was a substantial motivating factor in her termination.

11 50. As a result of Defendant's discriminatory conduct, Plaintiff has suffered and
12 continues to suffer substantial losses in earnings and other employment benefits, has incurred
13 attorneys' fees and costs and medical bills, all to Plaintiff's damage and in excess of the minimum
14 jurisdiction of this court, the precise amount of which will be proven at the time of trial. Plaintiff
15 claims such amount as damages together with prejudgment interest pursuant to Civil Code Section
16 3287 and/or any other provision of law providing for pre-judgment interest.

17 51. As a result of Defendant's discriminatory conduct, Plaintiff has suffered and
18 continues to suffer severe anxiety, humiliation, mental anguish, embarrassment, worry,
19 sleeplessness, mental and emotional distress, loss of reputation, and other incidental damages and
20 out-of-pocket expenses, all to Plaintiff's general damage and in excess of the minimum jurisdiction
21 of this court, the precise amount of which will be proven at the time of trial.

22 52. Defendant, in engaging in the unlawful conduct alleged above, acted with a conscious
23 disregard of Plaintiff's rights, and with the intent to vex, injure, and annoy Plaintiff, such as to
24 constitute oppression, fraud, or malice under California Civil Code § 3294, thereby entitling Plaintiff
25 to exemplary or punitive damages.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Prevent Discrimination in Violation of Gov't C. §12900, *et seq.***

3 **(Against Defendant ACTION YOUTH and DOES 1 - 24)**

4 53. Plaintiff refers to and incorporates herein by reference all of the above paragraphs as
5 though fully set forth herein.

6 54. At all times mentioned herein, Government Code section 12900, *et seq.*, was in full
7 force and effect and was fully binding upon Defendants, and each of them. Specifically, section
8 12940(k) makes it an unlawful employment practice for an employer to fail to take all reasonable
9 steps necessary to prevent discrimination, retaliation, and/or harassment based on an employee's
10 disability.

11 55. Plaintiff was subject to discrimination, retaliation, and/or harassment in the
12 workplace, and Defendants, having knowledge of same, failed to take all reasonable steps to prevent
13 discrimination, harassment, and/or retaliation by subjecting Plaintiff to adverse employment actions,
14 including but not limited to failing to engage in the interactive process with Plaintiff, failing to
15 reasonably accommodate Plaintiff, and eventually terminating Plaintiff.

16 56. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
17 Plaintiff has suffered and continues to suffer substantial losses in earnings and other employment
18 benefits and has incurred other economic losses.

19 57. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
20 Plaintiff has suffered emotional distress, humiliation, shame, and embarrassment, all to Plaintiff's
21 damage and in an amount to be proven at the time of trial.

22 58. Defendants, in engaging in the unlawful conduct alleged above, acted with a
23 conscious disregard of Plaintiff's rights, and with the intent to vex, injure, and annoy Plaintiff, such
24 as to constitute oppression, fraud, or malice under California Civil Code § 3294, thereby entitling
25 Plaintiff to exemplary or punitive damages, or in the alternative under California Civil Code § 3333
26 for breach of an obligation not arising out contract to "compensate for all the detriment proximately
27 caused thereby, whether it could have been anticipated or not."
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1 **THIRD CAUSE OF ACTION**

2 **Retaliation in Violation of Gov't C. §§ 12940, *et seq.***

3 **(Against Defendant ACTION YOUTH and DOES 1 - 24)**

4 59. Plaintiff refers to and incorporates herein by reference the previous paragraphs as
5 though fully set forth herein.

6 60. At all times mentioned herein, Government Code §§ 12940, *et seq.*, was in full force
7 and effect and were binding upon Defendants, and each of them. Said sections required Defendants,
8 and each of them, to refrain from retaliating against an employee for his or her opposition to
9 employment practices prohibited under FEHA and for engaging in protected activity, including
10 requesting a reasonable accommodation.

11 61. At all times relevant hereto, Plaintiff was in the protected class of persons, *i.e.*, one
12 who had a disability or perceived disability and one who engaged in protected activities
13 contemplated by Government Code §§ 12940, *et seq.* Plaintiff is informed and believes, and based
14 thereon alleges, that Defendants, and each of them, retaliated against Plaintiff based on her
15 disability, medical condition, perceived disability, and/or perceived medical condition, and for
16 generally attempting to protect and secure her rights and the rights of others under the FEHA.

17 62. Commencing in and during March 2021, and continuing to the present, Defendants
18 retaliated against Plaintiff for engaging in protected activity as alleged herein. Such retaliation was
19 in violation of Government Code §§ 12940, *et seq.* and the public policy embodied therein.

20 63. At all times mentioned herein, Defendants, and each of them, had actual and/or
21 constructive knowledge of the retaliatory conduct levied against Plaintiff by Defendants, fellow
22 employees, and superiors. Moreover, such retaliation and discriminatory conduct was also conducted
23 and/or condoned by Defendants, and each of them.

24 64. As a direct, foreseeable, and proximate result of Defendants' retaliatory conduct,
25 Plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety, mental anguish, and
26 emotional distress. Plaintiff was required to and did employ, and will in the future employ,
27 physicians and health care providers to examine, treat and care for Plaintiff, and did, and will in the
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1 future, incur medical and incidental expenses. The exact amount of such expenses is unknown to
2 Plaintiff at this time.

3 65. As a direct, foreseeable, and proximate result of Defendants' retaliatory conduct,
4 Plaintiff suffered and continues to suffer losses in earnings and other employment benefits all to his
5 damage in an amount in excess of the minimum jurisdictional limits of this court, the precise amount
6 of which will be proven at trial.

7 66. As a further legal result of the above-described conduct of Defendants, and each of
8 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
9 proof.

10 **FOURTH CAUSE OF ACTION**

11 **Failure to Accommodate in Violation of Cal. Gov't C. §§ 12940, *et seq.***

12 **(Against Defendant ACTION YOUTH and DOES 1 - 24)**

13 67. Plaintiff refers to and incorporates herein by reference the previous paragraphs as
14 though fully set forth herein.

15 68. At all times mentioned herein, Government Code § 12940(m) was in full force and
16 effect and was binding upon Defendants, and each of them.

17 69. At all times relevant hereto, Plaintiff was in the protected class of persons, *i.e.*, one
18 who had a disability or a perceived disability, and one who had also engaged in protected activities
19 contemplated by Government Code §§ 12940, *et seq.* Defendants, and each of them, knew of
20 Plaintiff's disabling physical condition and failed to provide Plaintiff with a reasonable
21 accommodation for the disabling physical condition. Defendants, and each of them, refused
22 Plaintiff's requests for a reasonable accommodation for the condition.

23 70. Defendant knew of Plaintiff's actual or perceived medical condition and failed to
24 provide Plaintiff with a reasonable accommodation. Termination, demotion, or threats of the same
25 do not constitute a reasonable accommodation under the law. *Hernandez v. Rancho Santiago Comm.*
26 *College Dist.* (2018) 22 Cal.App.5th 1187, 1194 (finding that an "accommodation can hardly be
27 considered reasonable when it included the consequence that she would lose her job if she took the
28 time off[.]")

71. As a direct, foreseeable, and proximate result of Defendants' failure to accommodate, Plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety, mental anguish, and emotional distress. Plaintiff was required to and did employ, and will in the future employ, physicians and health care providers to examine, treat, and care for Plaintiff, and did, and will in the future, incur medical and incidental expenses. The exact amount of such expenses is unknown to Plaintiff at this time.

72. As a direct, foreseeable, and proximate result of Defendants' unlawful conduct, Plaintiff suffered and continues to suffer losses in earnings and other employment benefits all to his damage in an amount in excess of the minimum jurisdictional limits of this court, the precise amount of which will be proven at trial.

73. As a further legal result of the above-described conduct of Defendants, and each of them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to proof.

FIFTH CAUSE OF ACTION

Failure to Engage in Interactive Process in Violation of Cal. Gov't C. §§ 12900, *et seq.*

(Against Defendant ACTION YOUTH and DOES 1 - 24)

74. Plaintiff refers to and incorporates herein by reference the previous paragraphs as though fully set forth herein.

75. At all times herein mentioned, Government Code § 12940(n) was in full force and effect and was binding upon Defendants, and each of them. Defendants were aware of Plaintiff's disability, yet failed to engage in a timely, good faith interactive process with Plaintiff to reasonably accommodate her.

76. At all times mentioned herein, Plaintiff was in the protected class of persons, *i.e.*, one who had a disability or a perceived disability and one who had also engaged in protected activities contemplated by Government Code §§ 12940, *et seq.* Defendants, and each of them, knew of Plaintiff's disabling physical condition. Plaintiff requested a reasonable accommodation for his disabling physical condition so that he would be able to perform the essential functions of his position. Plaintiff was willing to participate, and attempted to participate, in an interactive process to

1 determine whether a reasonable accommodation could be made so that he would be able to perform
2 the essential job requirements. Defendants, and each of them, failed and refused to participate in a
3 timely, good-faith interactive process with Plaintiff to determine whether a reasonable
4 accommodation could be made.

5 77. As a direct, foreseeable, and proximate result of Defendants' discriminatory conduct
6 and failure to act, Plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety,
7 mental anguish, and emotional distress. Plaintiff was required to and did employ, and will in the
8 future employ, physicians and health care providers to examine, treat, and care for Plaintiff, and did,
9 and will in the future, incur medical and incidental expenses. The exact amount of such expenses is
10 unknown to Plaintiff at this time.

11 78. As a direct, foreseeable, and proximate result of the Defendants' conduct, Plaintiff
12 suffered and continues to suffer losses in earnings and other employment benefits all to Plaintiff's
13 damage and in an amount in excess of the minimum jurisdictional limits of this court, the precise
14 amount of which will be proven at trial.

15 79. As a further legal result of the above-described conduct of Defendants, and each of
16 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
17 proof.

18 **SIXTH CAUSE OF ACTION**

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

20 **(Against Defendant ACTION YOUTH and DOES 1 - 24)**

21 80. Plaintiff refers to and incorporates herein by reference the previous paragraphs as
22 though fully set forth herein.

23 81. At all times mentioned herein, Government Code § 12940 and other code sections
24 cited herein were in full force and effect and were binding on Defendants. The code sections evince
25 policies that benefit society at large, were well-established at the time of Plaintiff's discharge, and
26 are substantial and fundamental.

27 82. Plaintiff alleges that she was discharged from his employment with Defendant
28 ACTION YOUTH for reasons that violate public policy. Specifically, it is a violation of public

1 policy to discharge an individual from employment because of his or her membership in a protected
2 class and/or as a result of his or her exercise of protected activity as alleged herein.

3 83. At all times relevant hereto, Plaintiff was employed by Defendant ACTION YOUTH.
4 Defendant ACTION YOUTH discharged Plaintiff because of Plaintiff's disability and/or as a result
5 of Plaintiff's exercise of protected activity as alleged herein. Plaintiff is informed and believes, and
6 based thereon alleges, that Plaintiff's disability and/or Plaintiff's exercise of protected activity was a
7 substantial motivating reason for Plaintiff's discharge.

8 84. As a direct, foreseeable, and proximate result of Defendant's retaliatory conduct and
9 wrongful termination in violation of public policy, Plaintiff has suffered and continues to suffer
10 humiliation, embarrassment, anxiety, mental anguish, and emotional distress. Plaintiff was required
11 to and did employ, and will in the future employ, physicians and health care providers to examine,
12 treat and care for Plaintiff, and did, and will in the future, incur medical and incidental expenses. The
13 exact amount of such expenses is unknown to Plaintiff at this time.

14 85. As a direct, foreseeable, and proximate result of the Defendant's retaliatory conduct
15 and wrongful termination, Plaintiff has suffered and continues to suffer losses in earnings and other
16 employment benefits all to Plaintiff's damage and in an amount in excess of the minimum
17 jurisdictional limits of this court, the precise amount of which will be proven at trial.

18 86. As a further legal result of the above-described unlawful conduct of Defendants, and
19 each of them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount
20 according to proof.

21 **SEVENTH CAUSE OF ACTION**

22 **Failure to Pay Minimum Wages**

23 **Cal. Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1**

24 **(Against all Defendants)**

25 87. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
26 though set forth in full herein.

27 88. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510,
28 or the applicable Industrial Welfare Commission ("IWC") Wage Order.

89. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

90. From at least January 1, 2020, to February 1, 2020, Defendants paid Plaintiff less than minimum wages when they failed to pay proper compensation for all hours worked. To the extent these hours do not qualify for the payment of overtime, Plaintiff were not being paid at least the lawful minimum wage for their work.

91. Defendants' failure to pay Plaintiff the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff is entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

92. Pursuant to Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

93. Labor Code § 1194 establishes an employee's right to recover unpaid wages, including overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

EIGHTH CAUSE OF ACTION

Failure to Pay Overtime Wages

Cal. Lab. C. §§ 510, 1194, 1198, Violation of IWC Wage Order

94. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

95. Labor Code § 1198 and the applicable IWC Wage Order Provide that it is unlawful to employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2) times the person's regular rate of pay, depending on the number of hours or days worked by the person on a daily or weekly basis.

96. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay overtime compensation to Plaintiff at the rate of one and one-half times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours in a day or more

1 than forty (40) hours in a workweek and for the first eight (8) hours of work on the seventh day of
2 work in a workweek.

3 97. California Labor Code § 510 codifies the right to overtime compensation at one and
4 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
5 forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive day of
6 work, .

7 98. Both Labor Code § 510 and the applicable IWC Wage Order provides that employment
8 of more than six days in a workweek is only permissible if the employer pays proper overtime
9 compensation as set forth herein.

10 99. Plaintiff were non-exempt employees entitled to the protections of California Labor
11 Code §§ 510 and 1194.

12 100. From at least January 1, 2020, to February 1, 2020, Defendants required Plaintiff to
13 work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for a seventh consecutive
14 day in a workweek without paying Plaintiff overtime wages for his work.

15 101. During the relevant time period, Defendants knowingly and willfully failed to pay
16 Plaintiff overtime wages for all overtime hours worked when Plaintiff worked in excess of eight (8)
17 hours in a day, forty (40) hours in a week and/or for a seventh consecutive day of work in a workweek,
18 or when Plaintiff worked in excess of twelve (12) hours in a day and/or in excess of eight (8) hours on
19 the seventh day of work in a work week.

20 102. Defendants' failure to pay Plaintiff the unpaid balance of overtime and double time
21 compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198,
22 and is therefore unlawful.

23 103. Pursuant to Labor Code § 1194, Plaintiff are entitled to recover unpaid overtime and
24 double time compensation as well as interest, costs, and attorneys' fees.

25 **NINTH CAUSE OF ACTION**

26 **Failure to Provide Meal Periods in Violation of Cal. Lab. C. §§ 226.7, 512, *et seq.***

27 **(Against Defendants ACTION YOUTH, CLAUDIA VILLALBA, and DOES 25 - 50)**

104. Plaintiff refers to and incorporates herein by reference the previous paragraphs as though fully set forth herein.

105. California *Labor Code* §§ 512 and 226.7(a) prohibit an employer from requiring an employee to work more than five hours per day without providing the employee with a meal period of not less than 30 minutes; further, an employer is prohibited from requiring an employee to work more than ten hours without providing the employee with a second meal period of not less than 30 minutes.

106. Defendants intentionally and consistently required Plaintiff to work for extended periods of time—well over five hours—without providing the meal periods required by law, thus violating California *Labor Code* §§ 512 and 226.7.

107. Pursuant to *Labor Code* § 226.7, Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount according to proof at trial, and Plaintiff is entitled to recover one-hour of premium pay for each day in which a lawful meal period was not provided. Plaintiff is further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5. Further, pursuant to *Labor Code* section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs relating to her claims for civil penalties due to Defendants' violation of the California *Labor Code* and the applicable IWC Wage Order.

TENTH CAUSE OF ACTION

Failure to Provide Rest Periods in Violation of Cal. Lab. C. §§ 226.7, 512, *et seq.*

(Against Defendants ACTION YOUTH, CLAUDIA VILLALBA, and DOES 25 - 50)

108. Plaintiff refers to and incorporates herein by reference the previous paragraphs as though fully set forth herein.

109. California *Labor Code* §§ 512 and 226.7(a) prohibit an employer from requiring an employee to work more than four hours per day without providing the employee with a 10-minute rest period.

110. Defendants intentionally and consistently required Plaintiff to work for extended periods of time—well over four hours—without providing the rest periods required by law, thus violating California *Labor Code* §§ 512 and 226.7.

111. Pursuant to *Labor Code* § 226.7, Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount according to proof at trial, and are entitled to recover one-hour of premium pay for each day in which a lawful meal period was not provided. Plaintiff is further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5. Further, pursuant to *Labor Code* section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs relating to her claims for civil penalties due to Defendants' violation of the California Labor Code and the applicable IWC Wage Order.

ELEVENTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements in Violation of Cal. Lab. C. §§ 226, *et seq.*
(Against Defendants ACTION YOUTH, CLAUDIA VILLALBA, and DOES 25 - 50)

112. Plaintiff refers to and incorporates herein by reference the previous paragraphs as though fully set forth herein.

113. During Plaintiff's employment with Defendants, Defendants intentionally and knowingly failed to provide Plaintiff with timely and accurate wage and hour statements showing gross hours earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

114. Defendants systematically failed to provide such wage statements with accurate information and engaged in a policy of under-reporting and failing to pay for all hours actually worked, all in violation of California *Labor Code* §226 and related statutes.

115. As a result of Defendants' violation of California *Labor Code* § 226 and related statutes, Plaintiff has suffered injuries and damages, including, but not limited to: Plaintiff was not provided meal and rest breaks; Plaintiff was not paid wages due; and the absence of actual hours worked makes it difficult for Plaintiff to collect any overtime wages due.

116. As a result of Defendants' intentional failure to provide Plaintiff with accurate and itemized wage statements, Plaintiff is entitled to all available statutory penalties, costs, and attorneys' fees, including those provided in California *Labor Code* §226(e), as well as all other available remedies.

1 **TWELFTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages Upon Termination in Violation of Cal. Lab. C. §§ 201-203**
3 **(Against Defendants ACTION YOUTH, CLAUDIA VILLALBA, and DOES 25 - 50)**

4 117. Plaintiff refers to and incorporates herein by reference the previous paragraphs as
5 though fully set forth herein.

6 118. Pursuant to California *Labor Code* §§ 201, 202, and 203, Defendants are required to
7 pay all earned and unpaid wages to discharged employees and employees who resign from
8 employment with Defendants.

9 119. California *Labor Code* § 201 mandates that if an employer discharges an employee,
10 the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

11 120. Pursuant to California *Labor Code* § 202, Defendants are required to pay all accrued
12 wages due to an employee no later than 72 hours after the employee quits his or her employment,
13 unless the employee provided 72 hours previous notice of his or her intention to quit, in which case
14 the employee is entitled to his or her wages at the time of quitting.

15 121. California *Labor Code* § 203 provides that if an employer willfully fails to pay, in
16 accordance with California *Labor Code* §§ 201 and 202, any wages of an employee who discharged
17 or who quits, the employer is liable for waiting time penalties in the form of continued compensation
18 to the employee at the same rate for up to 30 workdays.

19 122. Defendants have willfully failed, and continue to willfully fail, to pay accrued wages
20 and other compensation to Plaintiff following her termination in accordance with California *Labor*
21 *Code* §§ 201 and 202.

22 123. As a result, Plaintiff is entitled to all available statutory penalties, including the
23 waiting time penalties provided in California *Labor Code* § 203, together with interest thereon, as
24 well as other available remedies.

25 ///

1 **THIRTEENTH CAUSE OF ACTION**

2 **Failure to Indemnify for Business Expenses in Violation of Cal. Lab. C. § 2802**
3 **(Against Defendants ACTION YOUTH, CLAUDIA VILLALBA, and DOES 25 - 50)**

4 124. Plaintiff refers to and incorporates herein by reference the previous paragraphs as
5 though fully set forth herein.

6 125. California *Labor Code* § 2802(a) requires an employer to “indemnify his or her
7 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
8 the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

9 126. During the course of Plaintiff’s employment, Defendants failed to reimburse Plaintiff
10 for the purchase of required uniforms that she incurred for work-related activities.

11 127. As a result, Plaintiff is entitled to civil penalties pursuant to California *Labor*
12 *Code* §§ 203, 1194, 1197, 2802, 2804 and related statutes, the exact amounts of such damages to be
13 proven at trial.

14 **FOURTEENTH CAUSE OF ACTION**

15 **Unfair Competition in Violation of Cal. Bus. & Prof. C. § 17200, *et seq.***
16 **(Against Defendants ACTION YOUTH, CLAUDIA VILLALBA, and DOES 1 - 24)**

17 128. Plaintiff refers to and incorporates herein by reference the previous paragraphs as
18 though fully set forth herein.

19 129. California Business and Professions Code §17200 provides, in relevant part: “As
20 used in this chapter, unfair competition shall mean and include any unlawful or fraudulent business
21 act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by
22 Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
23 Code.”

24 130. Through the conduct alleged herein, Defendants have acted contrary to these public
25 policies, have violated specific provisions of the FEHA, and have engaged in other unlawful and
26 unfair business practices in violation of California Business and Professions Code §17200, *et seq.*,
27 thus depriving Plaintiff of rights, benefits, and privileges guaranteed to all employees in California.
28

Defendants' conduct as alleged herein constitutes unfair competition in violation of §17200 *et seq.* of the California Business and Professions Code.

131. The acts of Defendants as alleged herein were unfair, unlawful, and fraudulent as defined in California Business and Professions Code §17200. Such acts constitute an unfair business practice and unfair competition, thus violating California Business and Professions Code §17200, *et seq.* As a result, Defendants obtained valuable property, money, and/or services from Plaintiff, including earned wages for all hours worked, and have deprived Plaintiff of valuable rights and benefits guaranteed by law, all to the detriment of Plaintiff and to the benefit of Defendants so as to allow Defendants to unfairly compete against competitors who comply with the law.

132. As a result of the foregoing conduct, Plaintiff is entitled to recover restitution damages. Plaintiff is also entitled to recover reasonable attorneys' fees pursuant to Code of Civil Procedure §1021.5.

FIFTEENTH CAUSE OF ACTION

Private Attorney General Act, §§ 2698, *et seq.*

(Against Defendants ACTION YOUTH, CLAUDIA VILLALBA, and DOES 25 - 50)

133. Plaintiff refers to and incorporates herein by reference all of the above paragraphs as though fully set forth herein.

134. Under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698-2699.5, an aggrieved employee, on behalf of himself or herself and other current or former employees, may recover penalties under any provision of the Cal. Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the California *Labor Code*.

135. As set forth above, Defendant has committed numerous violations for which the *Labor Code* provides for penalties, including violations of California *Labor Code* §§ 201-203, 204, 221-224, 226, 226.7, 512, 2802, and IWC Order No. 5.

136. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California *Labor Code* section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

1 137. Plaintiff has provided written notice by certified mail to the LWDA and to Defendant
2 of the legal claims and theories of this case. Sixty-five days have passed since the postmark date of
3 the written notice to the LWDA, and Plaintiff has not received notification from the LWDA that it
4 intends to investigate the alleged violations. Accordingly, Plaintiff has exhausted administrative
5 remedies as required by California *Labor Code* § 2699.3.

6 138. As a direct result of Defendant's conduct as described, Plaintiff is entitled to recover,
7 on his own behalf and on behalf of others similarly situated, the maximum civil penalties permitted
8 by the Private Attorneys General Act from Defendants for all violations of *Labor Code* §§ 201-203,
9 204, 221-224, 226, 226.7, 512, 2802, and IWC Order No. 5.2802 as well as reasonable attorney's fees
10 and costs.

11 139. Defendant's conduct of violating the California *Labor Code* constitutes violations of
12 the PAGA. Therefore, Plaintiff requests penalties against Defendant under the provisions of PAGA
13 section 2699(f).

14 140. The proper measure of damages and penalties under the PAGA is to be calculated based
15 on the total number of all aggrieved employees, whether they are a party to this action or not. Further,
16 this claim needs no certification to proceed with class-wide recovery. See *Arias v. Superior Court*
17 (2009) 46 Cal. 4th 969, 970-975.

18 141. Further, as a direct and proximate result of the conduct of Defendant, as set forth above,
19 Plaintiff was forced to incur substantial attorney's fees and costs which are recoverable under
20 California Labor Code Section 2699(g)(1).

21 ///

1 **PRAYER**

2 Wherefore, Plaintiff, individually, and on behalf of aggrieved employees, pray for an
3 award and judgment against Defendants, jointly and severally, as follows:

- 4 1. For such general, special, and liquidated damages to be proven at the time of trial;
- 5 2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged
6 profits from defendants' unfair and unlawful business practices;
- 7 3. For punitive damages on applicable causes of action;
- 8 4. For payment of unpaid overtime compensation pursuant to Labor Code §§ 201, 510,
9 1194, the applicable industrial Welfare Commission Order, and the applicable 8 Code of Regulation
10 sections;
- 11 5. For damages pursuant to Labor Code § 226;
- 12 6. For waiting time penalties pursuant to Labor Code §§ 201-203;
- 13 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code
14 §§ 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable
15 provision providing for pre-judgment interest;
- 16 8. For declaratory relief;
- 17 9. For statutory and civil penalties according to proof, including but not limited to all
18 penalties authorized by the California Labor Code § 226(e);
- 19 10. For preliminary and permanent injunctive relief enjoining Defendants from violating the
20 relevant provisions of the California Labor Code and IWC Wage Order NO. 5-2001 and from engaging
21 in the unlawful business practices complained of herein;
- 22 11. For an award of interest, including prejudgment interest, at the legal rate;
- 23 12. For an award of reasonable attorneys' fees and costs on the applicable causes of action
24 pursuant to California Labor Code §§ 1194 and 2802, California Civil Code 1021.5, and any other
25 applicable provisions providing for attorneys' fees and costs;
- 26 13. For costs of suit incurred;
- 27 14. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class
28 counsel; and

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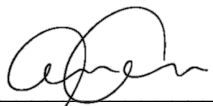
15. For such other and further relief as the Court may deem just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: November 9, 2021

STARPOINT, LC

By: 
AIDIN GHAVIMI, ESQ.
JOHN VAFA, ESQ.
Attorneys for Plaintiff,
EBONEE CHAMBERS, individually and on behalf
of other aggrieved employees