

BARDIA AARON AKHAVAN, ESQ. (State Bar No. 316493)
AKHAVAN & ASSOCIATES
Bardia@baalaw.com
7324 Sepulveda Boulevard, Suite B
Van Nuys, California 91405
Phone: (855) 463-4733
Attorneys for PLAINTIFF **LENA KHOURY**

FILED
Superior Court of California
County of Los Angeles
01/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: C. Mason Deputy

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

LENA KHOURY, individually, and on
behalf of herself and others similarly situated,

Plaintiff,

v.

REVOLT MEDIA AND TV, LLC;
LIFE AFTER DEATH MULTIMEDIA
PRODUCTIONS LLC;
DAVE SEEDALL, an individual; and
DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.: 21STCV33682

) [Assigned for all purposes to the
) Hon. Gregory W. Alarcon, Dept. 36]

) **FIRST AMENDED COMPLAINT FOR
) DAMAGES:**

) (1) **SEX/GENDER HARASSMENT,
) VIOLATION OF CAL. GOV. CODE
) §§ 12940 ET SEQ.;**

) (2) **SEX/GENDER DISCRIMINATION,
) VIOLATION OF CAL. GOV. CODE
) §§ 12940 ET SEQ.;**

) (3) **SEX/GENDER RETALIATION,
) VIOLATION OF CAL. GOV. CODE
) §§ 12940 ET SEQ.;**

) (4) **RACE/NATIONAL ORIGIN
) HARASSMENT, VIOLATION OF
) CAL. GOV. CODE §§ 12940 ET SEQ.;**

) (5) **RACE/NATIONAL ORIGIN
) DISCRIMINATION, VIOLATION OF
) CAL. GOV. CODE §§ 12940 ET SEQ.;**

) (6) **RACE/NATIONAL ORIGIN
) RETALIATION, VIOLATION OF
) CAL. GOV. CODE §§ 12940 ET SEQ.;**

) (7) **FAILURE TO PROVIDE MEAL &
) REST PERIODS, VIOLATION OF
) CAL. LABOR CODE § 201, 226.7, 512
) & IWC WAGE ORDER NO. 4;**

) (8) **FAILURE TO PAY WAGES IN
) VIOLATION OF CAL. LABOR CODE
) § 201;**

) (9) **FAILURE TO PAY OVERTIME**

1) **WAGES, VIOLATION OF CAL.**
2) **LABOR CODE § 510 & IWC WAGE**
3) **ORDER NO. 4;**

4) **(10)FAILURE TO FURNISH**
5) **COMPLIANT WAGE STATEMENTS**
6) **AND MAINTAIN ACCURATE PAY**
7) **RECORDS, VIOLATION OF CAL.**
8) **LABOR CODE § 226, 1174 (D), AND**
9) **1198;**

10) **(11)VIOLATION OF CAL. BUS. & PROF.**
11) **CODE §§ 17200 ET SEQ. FOR**
12) **UNFAIR BUSINESS PRACTICES;**

13) **(12)WHISTLEBLOWER VIOLATIONS,**
14) **CAL. LABOR CODE § 1102.5;**

15) **(13)RETALIATION AND WRONGFUL**
16) **TERMINATION IN VIOLATION OF**
17) **PUBLIC POLICY;**

18) **(14) CIVIL PENALTIES UNDER PAGA.**

19) **JURY TRIAL DEMANDED**

20 COMES NOW PLAINTIFF LENA KHOURY (hereinafter referred to as “KHOURY” or
21 “Plaintiff”) on behalf of herself and acting for the interests of other current and former
22 employees (cumulatively “Plaintiffs” or “Aggrieved Employees”) and complains against the
23 above-named Defendants and for causes of action against the Defendants, and each of them, as
24 follows:

25 **I.**

26 **FIRST CAUSE OF ACTION**

27 **For Sex/Gender Harassment in Employment**

28 **[California Government Code §§ 12940 et seq.]**

Against All Defendants & DOES 1 Through 100, Inclusive

1. At all times mentioned herein, Plaintiff was, and now is, an individual domiciled in the
County of Los Angeles, State of California.

2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
Defendant REVOLT MEDIA AND TV, LLC. (hereinafter referred to as Defendant

1 “REVOLT”), was, and now is, a valid limited liability company organized and existing under the
2 laws of the State of California, having their principal places of business in the Los Angeles, State
3 of California.

4 3. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
5 Defendant LIFE AFTER DEATH MULTIMEDIA PRODUCTIONS LLC. (hereinafter referred
6 to as Defendant “LAD,” and collectively with REVOLT as “Employer Defendants”) was, and
7 now is, a valid limited liability company organized and existing under the laws of the State of
8 California, having their principal places of business in the Los Angeles, State of California.

9 4. At all times mentioned herein, Defendant DAVE SEEDALL (hereinafter “Seedall” and
10 collectively with Employer Defendants as “Defendants”), was, and now is, an individual
11 domiciled in the County of Los Angeles, State of California, and was a Manager, Officer,
12 Shareholder, Director, Supervisor, Manager, Managing Agent, Owner, Principal, and/or
13 Employee of Employer Defendants and DOES 1 through 100, and each of them.

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

22 6. Plaintiff is informed, believes, and herein alleges that at all times relevant herein, a unity
23 of interest and ownership existed between Defendants and DOES 1 through 100, such that
24 individuality and separateness between these entities had ceased and that they were actually the
25 alter ego of one another.

26 7. Plaintiff is informed, believes, and herein also alleges that at all times relevant herein,
27 Defendants and DOES 1 through 100, were used merely as shells, instrumentalities, and/or
28 conduits of one another and by which the others were doing business.

1 8. Plaintiff is further informed and herein alleges that despite the formation of purported
2 corporate existence, Defendants and DOES 1 through 100, are in reality, one and the same thing.

3 9. Plaintiff is informed and believes, and herein further alleges, that the business affairs of
4 Defendants and DOES 1 through 100, are, and at all times relevant hereto, were, so mixed and
5 intermingled that the same cannot reasonable be segregated, and the same are in inextricable
6 confusion.

7 10. Accordingly, Defendants and DOES 1 through 100, constitute the alter egos for each
8 other and the fiction of their separate existence must be disregarded in the interest of justice.

9 11. At all times relevant herein, Plaintiff performed services for each and all of Defendants,
10 and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an
11 employee, either directly or indirectly, and the manner in which Defendants' business was and is
12 conducted.

13 12. Plaintiff is informed and believes and thereon alleges that each of the Defendants named
14 herein and DOES, has at all times relevant to this action, been the officer, agent, employee
15 and/or representative of the remaining Defendants and has acted within the course and scope of
16 such agency and employment, and with the permission and consent of the co-defendants.

17 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
18 thereon alleges that Defendants, and each of them, are joint employers.

19 14. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
20 Assistant Editor.

21 15. On a severe and/or pervasive basis starting during Plaintiff's employment, Defendants
22 and DOES 1 through 100, and each of them, harassed Plaintiff due to and substantially motivated
23 by Plaintiff's sex/gender as a female, and subjected Plaintiff to a hostile work environment
24 through the following actions, among others on a severe and/or pervasive basis:

- 25
- 26 a) On several occasions, Ms. Khoury reported the inappropriate behavior of her
27 supervisor, Employer Defendants' Senior Vice President of Technology & Operations
28 and Defendant Dave Seedall, to Employer Defendants' Human Resources department.

b) On at least one occasion, during a meeting in the presence of several employees and supervisors of Employer Defendants, Defendant Seedall leered at and sarcastically laughed at Plaintiff when Plaintiff made comments to Defendant Seedall during the meeting, solely due to her sex/gender as a female.

c) Defendant Seedall's actions were not reciprocated towards the male employees of Employer Defendants.

d) Plaintiff reported the incidents to her supervisors, including to Employer Defendants' Human Resources department.

e) Despite Plaintiff reporting Defendant Seedall's mistreatment towards female employees, Employer Defendants took no remedial or corrective measures, thereby ratifying and condoning the conduct.

f) Plaintiff was wrongfully terminated under the pretext of a layoff around December 4, 2020 due to, in part, her sex/gender as a female and reports regarding the aforementioned harassment.

g) At least through January 13, 2021, and continuing, Defendants failed and/or refused to investigate Plaintiff's complaints and take appropriate remedial actions, despite Plaintiff's requests.

16. Defendants had an employment practice of harassment, discrimination, and retaliation that had a disproportionate adverse effect on female individuals.

17. At all times relevant herein, Plaintiff believes and further alleges that Employer Defendants and/or its agents/representatives failed to timely, properly, and/or completely investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

18. A reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile or abusive.

19. Plaintiff considered the work environment to be hostile or abusive toward Plaintiff and female individuals.

20. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff's sex/gender and these acts were done to harass

1 Plaintiff.

2 21. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
3 aforesaid, were in violation of California Government Code §§ 12940 et seq. Said statutes
4 impose certain duties upon Defendants, and each of them, concerning harassment against
5 persons, such as Plaintiff, on the basis of sex/gender and/or association with/advocacy for those
6 protected. Said statutes were intended to prevent the type of injury and damage herein set forth.

7 22. By the acts and conduct described above, Defendants and DOES 1 through 100, and each
8 of them, in violation of said statutes, knew about, or should have known about, and failed to
9 investigate and/or properly investigate, prevent or remedy the sex/gender harassment. The acts of
10 harassment described herein were sufficiently pervasive so as to alter the conditions of
11 employment, and created an abusive working environment. When Plaintiff was harassed,
12 Plaintiff's sex/gender was a substantial motivating reason/factor in Defendants' conduct.

13 23. As a result, Plaintiff filed timely charges and complaints of sex/gender harassment,
14 discrimination, and retaliation with the California Department of Fair Employment and Housing
15 and has received Notice(s) of Right to Sue in a California Superior Court pursuant to California
16 Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's administrative
17 remedies under the California Government Code. Attached hereto and incorporated herein as
18 Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto
19 and incorporated herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are
20 made a part hereof.

21 24. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
22 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
23 internally and/or externally, and/or suffered, among other things, emotional distress, including
24 but not limited to shock, pain, discomfort and/or anxiety.

25 25. As a further legal result of the acts and omissions of Defendants and DOES 1 through
26 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
27 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
28 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
will pray leave of court to show the exact amount of said expenses at the time of trial.

1 26. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
2 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
3 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
4 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
5 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
6 court to show the total amount of loss of earnings at the time of trial.

7 27. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
8 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
9 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
10 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
11 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

12 28. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
13 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
14 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
15 agents and employees of Defendants, and with the express knowledge, consent, and ratification
16 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
17 the awarding of punitive and exemplary damages in an amount to be determined at the time of
18 trial pursuant to Cal. Civil Code § 3294(a) and (b).

19 29. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
20 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
21 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
22 capacity, medical and related expenses for care and procedures both now and in the future,
23 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
24 leave of court to amend when ascertained.

25 30. As a result of the harassing acts of Defendants and DOES 1 through 100, and each of
26 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
27 specifically provided in California Government Code § 12965(b).
28

31. The FEHA also provides remedies, including but not limited to, declaratory and injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

32. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

II.

SECOND CAUSE OF ACTION

For Sex/Gender Discrimination in Employment

[California Government Code §§ 12940 et seq.]

Against Employer Defendants & DOES 1 Through 100, Only

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

34. Plaintiff was treated differently in the terms and conditions of Plaintiff's employment substantially due to Plaintiff's sex/gender, female.

35. At all times relevant herein, Plaintiff was qualified for and competently performed the position held throughout Plaintiff's employment with Employer Defendants.

36. At all times relevant herein, Plaintiff was a female employee and within a class protected by the California Fair Employment & Housing Act ("FEHA").

37. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an Assistant Editor.

38. Beginning during Plaintiff's employment with Employer Defendant, as a result of and substantially motivated by Plaintiff's sex/gender, female, Defendants subjected Plaintiff to discriminatory treatment and adverse employment actions including, but not limited, to the following:

- a) Plaintiff was treated differently, disparately, and negatively because of her sex/gender, including but not limited to Defendants harassing Plaintiff (as aforesaid), denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, and denying Plaintiff benefits.

b) On several occasions, Ms. Khoury reported the inappropriate behavior of her supervisor, Employer Defendants' Senior Vice President of Technology & Operations and Defendant Dave Seedall, to Employer Defendants' Human Resources department.

c) On at least one occasion, during a meeting in the presence of several employees and supervisors of Employer Defendants, Defendant Seedall leered at and sarcastically laughed at Plaintiff when Plaintiff made comments to Defendant Seedall during the meeting, solely due to her sex/gender as a female.

d) Defendant Seedall's actions were not reciprocated towards the male employees of Employer Defendants.

e) Plaintiff reported the incidents to her supervisors, including to Employer Defendants' Human Resources department.

f) Despite Plaintiff reporting Defendant Seedall's mistreatment towards female employees, Employer Defendants took no remedial or corrective measures, thereby ratifying and condoning the conduct.

g) Plaintiff was wrongfully terminated under the pretext of a layoff around December 4, 2020 due to, in part, her sex/gender as a female and reports regarding the aforementioned harassment.

h) At least through January 13, 2021, and continuing, Defendants failed and/or refused to investigate Plaintiff's complaints and take appropriate remedial actions, despite Plaintiff's requests.

39. Employer Defendants had an employment practice of harassment, discrimination, and retaliation that had a disproportionate adverse effect on female individuals.

40. At all times relevant herein, Plaintiff believes and further alleges that Employer Defendants and/or its agents/representatives failed to timely, properly, and/or completely investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

41. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff's sex/gender, female.

42. As alleged herein, the aforesaid harassing and discriminatory comments were made in Plaintiff's presence and/or Plaintiff was made aware and/or found out that such comments were being made in the workplace, thereby subjecting Plaintiff to a hostile and discriminatory work environment.

43. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as aforesaid, were in violation of California Government Code §§ 12940 et seq. Said statutes impose certain duties upon Defendants, and each of them, concerning harassment against persons, such as Plaintiff, on the basis of sex/gender and/or association with/advocacy for those protected. Said statutes were intended to prevent the type of injury and damage herein set forth.

44. By the acts and conduct described above, Employer Defendants, and DOES 1 through 100, and each of them, in violation of said statutes, knew about, or should have known about, and failed to investigate and/or properly investigate, prevent or remedy the sex/gender and/or associational discrimination. The acts of discrimination described herein were sufficiently pervasive so as to alter the conditions of employment, and created an abusive working environment.

45. At all times relevant herein, Plaintiff believes and further alleges that Employer Defendants and/or its agents/representatives failed to timely, properly, and/or completely investigate the discrimination Plaintiff was routinely subjected to and ratified and condoned the unlawful behavior.

46. As a result, Plaintiff filed timely charges and complaints of sex/gender harassment, discrimination, and retaliation with the California Department of Fair Employment and Housing and has received Notice(s) of Right to Sue in a California Superior Court pursuant to California Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's administrative remedies under the California Government Code. Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are made a part hereof.

47. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both

internally and/or externally, and/or suffered, among other things, emotional distress, including but not limited to shock, pain, discomfort and/or anxiety.

48. As a further legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

49. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

50. As a further direct and legal result of the acts and conduct of Defendants and DOES 1 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

51. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and with the express knowledge, consent, and ratification of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

52. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future,

1 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
2 leave of court to amend when ascertained.

3 53. As a result of the discriminatory acts of Defendants and DOES 1 through 100, and each
4 of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit
5 as specifically provided in California Government Code § 12965(b).

6 54. The FEHA also provides remedies, including but not limited to, declaratory and
7 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
8 of Defendants' unlawful conduct.

9 55. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

10 **III.**

11 **THIRD CAUSE OF ACTION**

12 **For Sex/Gender Retaliation in Employment**

13 **[California Government Code §§ 12940 et seq.]**

14 **Against Employer Defendants & DOES 1 Through 100, Only**

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

17 57. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
18 Assistant Editor.

19 58. Plaintiff was, at all times material hereto, a female employee who engaged in legally
20 protected activities, including but not limited to complaining about sex/gender harassment and
21 discrimination, and within a protected class covered by Cal. Gov. Code § 12940, prohibiting
22 sex/gender retaliation in employment.

23 59. Beginning during Plaintiff's employment with Employer Defendants, and continuing
24 through December 2020, and continuing,

25 a) Throughout Plaintiff's employment, Employer Defendants harassed and
26 discriminated against Plaintiff by subjecting her to overly harsh scrutiny, unjust criticism,
27 cruel and demeaning comments, abusive tone and excess monitoring due to her sex
28 gender.

1 b) Despite Plaintiff repeated complaints, Employer Defendants failed to take any
2 corrective or remedial action and ratified and condoned the hostile work environment
3 instead.

4 60. Employer Defendants failed to take corrective or remedial measures to stop the unlawful
5 conduct, instead ratifying and condoning it.

6 61. As a result of and substantially motivated by Plaintiff engaging in the aforesaid protected
7 activities, including but not limited to complaining of the sex/gender harassment and
8 discrimination, Employer Defendants subjected Plaintiff to the following retaliatory adverse
9 employment actions, including the following, among others:

10 a) Defendants treated Plaintiff differently, disparately, and negatively because of her
11 complaints of sex/gender discrimination, including making demeaning, abusive, and
12 derogatory comments and gestures in Plaintiff's presence, denying Plaintiff opportunities,
13 unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying and
14 Plaintiff benefits.

15 b) On several occasions, Ms. Khoury reported the inappropriate behavior of her
16 supervisor, Employer Defendants' Senior Vice President of Technology & Operations
17 and Defendant Dave Seedall, to Employer Defendants' Human Resources department.

18 c) On at least one occasion, during a meeting in the presence of several employees
19 and supervisors of Employer Defendants, Defendant Seedall leered at and sarcastically
20 laughed at Plaintiff when Plaintiff made comments to Defendant Seedall during the
21 meeting, solely due to her sex/gender as a female.

22 d) Defendant Seedall's actions were not reciprocated towards the male employees of
23 Employer Defendants.

24 e) Plaintiff reported the incidents to her supervisors, including to Employer
25 Defendants' Human Resources department.

26 f) Despite Plaintiff reporting Defendant Seedall's mistreatment towards female
27 employees, Employer Defendants took no remedial or corrective measures, thereby
28 ratifying and condoning the conduct.

1 g) Plaintiff was wrongfully terminated under the pretext of a layoff around
2 December 4, 2020 due to, in part, her sex/gender as a female and reports regarding the
3 aforementioned harassment.

4 h) At least through January 13, 2021, and continuing, Defendants failed and/or
5 refused to investigate Plaintiff's complaints and take appropriate remedial actions,
6 despite Plaintiff's requests.

7 62. As shown above, Defendant had an employment practice of harassment, discrimination,
8 and retaliation of employees, that had a disproportionate adverse effect on females.

9 63. At all times relevant herein, Plaintiff believes and further alleges that Employer
10 Defendants and/or its agents/representatives failed to timely, properly, and/or completely
11 investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
12 condoned the unlawful behavior.

13 64. In doing the acts alleged herein, Employer Defendants and DOES 1 through 100, and
14 each of them, were substantially motivated by Plaintiff's sex/gender and/or aforesaid legally
15 protected activities.

16 65. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
17 aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain
18 duties upon Employer Defendants concerning discrimination against persons, such as Plaintiff,
19 on the basis of sex/gender and the prohibition of sex/gender discrimination. Said statutes were
20 intended to prevent the type of injury and damage herein set forth.

21 66. By the acts and conduct described above, Employer Defendants and DOES 1 through
22 100, and each of them, in violation of said statutes, knew about, or should have known about,
23 and failed to investigate and/or properly investigate, prevent or remedy the sex/gender
24 retaliation. The acts of retaliation described herein were sufficiently pervasive so as to alter the
25 conditions of employment, and created an abusive working environment.

26 67. As alleged herein, the aforesaid harassing and discriminatory comments were made in
27 Plaintiff's presence and/or Plaintiff was made aware and/or found out that such comments were
28 being made in the workplace, thereby subjecting Plaintiff to a hostile and discriminatory work
environment.

68. The acts of discrimination described herein were sufficiently pervasive so as to alter the conditions of employment, and created an abusive working environment.

69. As a result, Plaintiff filed timely charges and complaints of sex/gender harassment, discrimination, and retaliation with the California Department of Fair Employment and Housing and has received Notice(s) of Right to Sue in a California Superior Court pursuant to California Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's administrative remedies under the California Government Code. Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are made a part hereof.

70. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and/or suffered, among other things, emotional distress, including but not limited to shock, pain, discomfort and/or anxiety.

71. As a further legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

72. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

73. As a further direct and legal result of the acts and conduct of Defendants and DOES 1 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,

1 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
2 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

3 74. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
4 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
5 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
6 agents and employees of Defendants, and with the express knowledge, consent, and ratification
7 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
8 the awarding of punitive and exemplary damages in an amount to be determined at the time of
9 trial pursuant to Cal. Civil Code § 3294(a) and (b).

10 75. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
11 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
12 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
13 capacity, medical and related expenses for care and procedures both now and in the future,
14 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
15 leave of court to amend when ascertained.

16 76. As a result of the retaliatory acts of Defendants and DOES 1 through 100, and each of
17 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
18 specifically provided in California Government Code § 12965(b).

19 77. The FEHA also provides remedies, including but not limited to, declaratory and
20 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
21 of Defendants' unlawful conduct.

22 78. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

23 **IV.**

24 **FOURTH CAUSE OF ACTION**

25 **For Race/National Origin Harassment in Employment**

26 **[California Government Code §§ 12940 et seq.]**

27 **Against All Defendants & DOES 1 Through 100, Only**

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

1 80. Plaintiff was treated differently in the terms and conditions of Plaintiff's employment
2 substantially due to Plaintiff's race/national origin, Caucasian.

3 81. Defendants also treated Caucasian employees disparately due to their race which had an
4 adverse impact on those individuals.

5 82. At all times relevant herein, Plaintiff was qualified for and competently performed the
6 position held throughout Plaintiff's employment with Employer Defendants.

7 83. At all times relevant herein, Plaintiff was a Caucasian employee and within a class
8 protected by the California Fair Employment & Housing Act ("FEHA").

9 84. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
10 Assistant Editor.

11 85. On a severe and/or pervasive basis starting during Plaintiff's employment with
12 Defendants, and DOES 1 through 100, and each of them, harassed Plaintiff due to and
13 substantially motivated by Plaintiff's race/national origin, Caucasian, and association
14 with/advocacy for Caucasian individuals, and subjected Plaintiff to a hostile work environment
15 through the following actions, among others on a severe and/or pervasive basis:

16 a) Plaintiff was treated differently, disparately, and negatively because of her
17 race/national origin and/or association with Caucasian individuals, including but not
18 limited to Defendants harassing Plaintiff (as aforesaid), denying Plaintiff opportunities,
19 unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, and denying
20 Plaintiff benefits.

21 b) Defendants had a pattern and practice of favoring African-American employees
22 over Caucasian employees, creating disparate treatment for the Defendant's employees
23 who were not African-American.

24 c) By way of example, as Plaintiff was applying to complete work for a voiceover
25 project, she was told by her supervisors, "We want a more urban voice," insinuating that
26 only Defendant's African-American employees were considered for the opportunity.
27 Shortly thereafter, the position was provided to an African-American woman who was
28 less qualified than Plaintiff.

1 d) Further, as part of the Defendant's harassment campaign against Caucasians, on
2 or around October 16, 2020, Employer Defendants' Creative Director was cited making
3 statements in interviews and on social media such as: "I want people to look at REVOLT
4 as a place with pure, honest, unapologetic Black...They took it from us; time to get it
5 back."

6 e) Indeed, shortly after these statements were made public, Plaintiff and several
7 other non-African-American employees were wrongfully terminated under the pretext of
8 a layoff around December 4, 2020.

9 f) At least through January 13, 2021 and continuing, Defendants failed and/or
10 refused to investigate Plaintiff's complaints and take appropriate remedial actions,
11 despite Plaintiff's requests.

12 86. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or
13 its agents/representatives failed to timely, properly, and/or completely investigate the unlawful
14 conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful
15 behavior.

16 87. A reasonable person in Plaintiff's circumstances would have considered the work
17 environment to be hostile or abusive.

18 88. Plaintiff considered the work environment to be hostile or abusive toward Plaintiff and
19 Caucasian individuals, and favorable to African American individuals.

20 89. Defendants had an employment practice of harassment that had a disproportionate
21 adverse effect on Caucasian individuals.

22 90. In doing the acts alleged herein, Defendants and DOES 1 through 100, and each of them,
23 were substantially motivated by Plaintiff's race/national origin, and association with a protected
24 class, and these acts were done to harass Plaintiff.

25 91. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
26 aforesaid, were in violation of California Government Code §§ 12940 et seq. Said statutes
27 impose certain duties upon Defendants, and each of them, concerning harassment against
28 persons, such as Plaintiff, on the basis of race/national origin and association with/advocacy for

1 those protected. Said statutes were intended to prevent the type of injury and damage herein set
2 forth.

3 92. By the acts and conduct described above, Defendants and DOES 1 through 100, and each
4 of them, in violation of said statutes, knew about, or should have known about, and failed to
5 investigate and/or properly investigate, prevent or remedy the race/national origin or
6 associational harassment. The acts of harassment described herein were sufficiently pervasive so
7 as to alter the conditions of employment, and created an abusive working environment. When
8 Plaintiff was harassed, Plaintiff's race/national origin and/or association with/advocacy for
9 Caucasians was a substantial motivating reasons/factors in Defendants' conduct.

10 93. As a result, Plaintiff filed timely charges and complaints of race/national origin and
11 associational harassment, discrimination, and retaliation with the California Department of Fair
12 Employment and Housing and has received Notice(s) of Right to Sue in a California Superior
13 Court pursuant to California Government Code § 12965(b). Plaintiff has therefore exhausted
14 Plaintiff's administrative remedies under the California Government Code. Attached hereto and
15 incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part
16 hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue Notices and
17 by reference hereto are made a part hereof.

18 94. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
19 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
20 internally and/or externally, and/or suffered, among other things, emotional distress, including
21 but not limited to shock, pain, discomfort and/or anxiety.

22 95. As a further legal result of the acts and omissions of Defendants and DOES 1 through
23 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
24 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
25 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
26 will pray leave of court to show the exact amount of said expenses at the time of trial.

27 96. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
28 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or

1 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
2 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
3 court to show the total amount of loss of earnings at the time of trial.

4 97. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
5 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
6 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
7 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
8 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

9 98. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
10 willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and
11 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial
12 agents and employees of Defendants, and with the express knowledge, consent, and ratification
13 of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying
14 the awarding of punitive and exemplary damages in an amount to be determined at the time of
15 trial pursuant to Cal. Civil Code § 3294(a) and (b).

16 99. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
17 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
18 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
19 capacity, medical and related expenses for care and procedures both now and in the future,
20 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
21 leave of court to amend when ascertained.

22 100. As a result of the harassing acts of Defendants and DOES 1 through 100, and each of
23 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
24 specifically provided in California Government Code § 12965(b).

25 101. The FEHA also provides remedies, including but not limited to, declaratory and
26 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
27 of Defendants' unlawful conduct.

28 102. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

V.

FIFTH CAUSE OF ACTION

For Race/National Origin Discrimination in Employment

[California Government Code §§ 12940 et seq.]

Against Employer Defendants & DOES 1 Through 100, Only

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

104. Plaintiff was treated differently in the terms and conditions of Plaintiff's employment substantially due to Plaintiff's race/national origin, Caucasian.

105. Defendants also treated Caucasian employees disparately due to their race which had an adverse impact on those individuals.

106. At all times relevant herein, Plaintiff was qualified for and competently performed the position held throughout Plaintiff's employment with Employer Defendants.

107. At all times relevant herein, Plaintiff was a Caucasian employee and within a class protected by the California Fair Employment & Housing Act ("FEHA").

108. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an Assistant Editor.

109. Beginning during Plaintiff's employment with Employer Defendants, and through January 13, 2021, and continuing, as a result of and substantially motivated by Plaintiff's race/national origin, Caucasian, and/or association with/advocacy for Caucasian, Defendants subjected Plaintiff to discriminatory treatment and adverse employment actions including, but not limited, to the following:

a) Plaintiff was treated differently, disparately, and negatively because of her race/national origin and/or association with Caucasian individuals, including but not limited to Defendants harassing Plaintiff (as aforesaid), denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, and denying Plaintiff benefits.

b) For instance, Defendants had a pattern and practice of favoring African-American employees over Caucasian employees. One of the Employer Defendant's slogans

provided, “Be Black. Buy Black. Think Black.” Indeed, this position had created disparate treatment for the Defendant’s employees who were not African-American.

c) By way of example, as Plaintiff was applying to complete work for a voiceover project, she was told by her supervisors, “We want a more urban voice.” Shortly thereafter, the position was provided to an African-American woman who was less qualified than Plaintiff.

d) Further, as part of the Defendant’s harassment campaign against Caucasians, Employer Defendant’s newly-arrived creative director, Dunnie West, was cited making statements in interviews and on social media such as: “I want people to look at REVOLT as a place with pure, honest, unapologetic Black...They took it from us; time to get it back.” Indeed, shortly after these statements were made public, Plaintiff and several other non-African-American employees were wrongfully terminated.

e) At least through January 13, 2021 and continuing, Defendants failed and/or refused to investigate Plaintiff’s complaints and take appropriate remedial actions, despite Plaintiff’s requests.

f) Plaintiff was treated differently, disparately, and negatively because of her race/national origin and/or association with Caucasian individuals, including but not limited to Defendants harassing Plaintiff (as aforesaid), denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, denying Plaintiff benefits, and refusing to return Plaintiff back to Plaintiff’s former position or offer Plaintiff employment in any capacity, and failing to rehire Plaintiff.

110. At all times relevant herein, Plaintiff believes and further alleges that Employer Defendants and/or its agents/representatives failed to timely, properly, and/or completely investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

111. In doing the acts alleged herein, Employer Defendants and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff’s race/national origin, Caucasian and/or association with/advocacy for protected classes.

112. Employer Defendants had an employment practice of harassment that had a

disproportionate adverse effect on Caucasian individuals.

113. As alleged herein, the aforesaid harassing and discriminatory comments were made in Plaintiff's presence and/or Plaintiff was made aware and/or found out that such comments were being made in the workplace, thereby subjecting Plaintiff to a hostile and discriminatory work environment.

114. By the acts and conduct described above, Employer Defendants, and DOES 1 through 100, and each of them, in violation of said statutes, knew about, or should have known about, and failed to investigate and/or properly investigate, prevent or remedy the race/national origin and/or associational discrimination. The acts of discrimination described herein were sufficiently pervasive so as to alter the conditions of employment, and created an abusive working environment.

115. As a result, Plaintiff filed timely charges and complaints of race/national origin and associational harassment, discrimination, and retaliation with the California Department of Fair Employment and Housing and has received Notice(s) of Right to Sue in a California Superior Court pursuant to California Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's administrative remedies under the California Government Code. Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are made a part hereof.

116. As a direct and legal result of the acts and omissions of Employer Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and/or suffered, among other things, emotional distress, including but not limited to shock, pain, discomfort and/or anxiety.

117. As a further legal result of the acts and omissions of Employer Defendants and DOES 1 through 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

1 118. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
2 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
3 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
4 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
5 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
6 court to show the total amount of loss of earnings at the time of trial.

7 119. As a further direct and legal result of the acts and conduct of Employer Defendants and
8 DOES 1 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to
9 suffer severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright,
10 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
11 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

12 120. The aforementioned acts of Employer Defendants and DOES 1 through 100, and each of
13 them, were willful, wanton, malicious, intentional, oppressive and despicable and were done in
14 willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
15 managerial agents and employees of Employer Defendants, and with the express knowledge,
16 consent, and ratification of managerial agents and employees of Employer Defendants and
17 DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an
18 amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

19 121. By the aforesaid acts and conduct of Employer Defendants and DOES 1 through 100, and
20 each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
21 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
22 capacity, medical and related expenses for care and procedures both now and in the future,
23 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
24 leave of court to amend when ascertained.

25 122. As a result of the harassing acts of Employer Defendants and DOES 1 through 100, and
26 each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said
27 suit as specifically provided in California Government Code § 12965(b).
28

1 123. The FEHA also provides remedies, including but not limited to, declaratory and
2 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
3 of Employer Defendants' unlawful conduct.

4 124. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

5 **VI.**

6 **SIXTH CAUSE OF ACTION**

7 **For Race/National Origin Retaliation in Employment**

8 **[California Government Code §§ 12940 et seq.]**

9 **Against Employer Defendants & DOES 1 Through 100, Only**

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

12 126. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
13 Assistant Editor.

14 127. Plaintiff was, at all times material hereto, a Caucasian employee who engaged in legally
15 protected activities, including but not limited to complaining about race/national origin and
16 associational harassment and discrimination, and within a protected class covered by Cal. Gov.
17 Code § 12940, prohibiting race/national origin and associational based race retaliation in
18 employment.

19 128. Beginning during Plaintiff's employment with Employer Defendants, and continuing
20 through January 13, 2021, Plaintiff engaged in legally protected activity by complaining about
21 and/or protesting against the disparate working terms and conditions and hostile work
22 environment Plaintiff was subjected to based on Plaintiff's race/national origin and association
23 with other Caucasian individuals. Plaintiff asserted Plaintiff's legal rights and/or complained on
24 the following occasions, among others:

25 a) Plaintiff protested regarding the aforementioned disparate treatment she was
26 subjected to due to her race/national origin.

27 129. Employer Defendants failed to take corrective or remedial measures to stop the unlawful
28 conduct, instead ratifying and condoning it.

1 130. As a result of and substantially motivated by Plaintiff engaging in the aforesaid protected
2 activities, including but not limited to complaining of the race/national origin harassment and
3 discrimination, Employer Defendants subjected Plaintiff to the following retaliatory adverse
4 employment actions, including the following, among others:

5 a) Plaintiff was treated differently, disparately, and negatively because of her
6 race/national origin and/or association with Caucasian individuals, including but not
7 limited to Employer Defendants harassing Plaintiff (as aforesaid), denying Plaintiff
8 opportunities, unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff,
9 and denying Plaintiff benefits.

10 b) For instance, Defendants had a pattern and practice of favoring African-American
11 employees over Caucasian employees. One of the Employer Defendant's slogans
12 provided, "Be Black. Buy Black. Think Black." Indeed, this position had created
13 disparate treatment for the Defendant's employees who were not African-American.

14 c) By way of example, as Plaintiff was applying to complete work for a voiceover
15 project, she was told by her supervisors, "We want a more urban voice." Shortly
16 thereafter, the position was provided to an African-American woman who was less
17 qualified than Plaintiff.

18 d) Further, as part of the Defendant's harassment campaign against Caucasians,
19 Employer Defendants newly-arrived creative director, Dunnie West, was cited making
20 statements in interviews and on social media such as: "I want people to look at REVOLT
21 as a place with pure, honest, unapologetic Black...They took it from us; time to get it
22 back." Indeed, shortly after these statements were made public, Plaintiff and several other
23 non-African-American employees were wrongfully terminated.

24 e) At least through January 13, 2021 and continuing, Defendants failed and/or
25 refused to investigate Plaintiff's complaints and take appropriate remedial actions,
26 despite Plaintiff's requests.

27 131. At all times relevant herein, Plaintiff believes and further alleges that Employer
28 Defendants and/or its agents/representatives failed to timely, properly, and/or completely

investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

132. As shown above, Employer Defendants had an employment practice of harassment, discrimination, and retaliation of employees, that had a disproportionate adverse effect on Caucasians.

133. In doing the acts alleged herein, Employer Defendants and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff's race/national origin and/or aforesaid legally protected activities.

134. By the acts and conduct described above, Employer Defendants and DOES 1 through 100, and each of them, in violation of said statutes, knew about, or should have known about, and failed to investigate and/or properly investigate, prevent or remedy the race/national origin retaliation. The acts of retaliation described herein were sufficiently pervasive so as to alter the conditions of employment, and created an abusive working environment.

135. As a result, Plaintiff filed timely charges and complaints of race/national origin harassment, discrimination, and retaliation with the California Department of Fair Employment and Housing and has received Notice(s) of Right to Sue in a California Superior Court pursuant to California Government Code § 12965(b). Plaintiff has therefore exhausted Plaintiff's administrative remedies under the California Government Code. Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are made a part hereof.

136. As a direct and legal result of the acts and omissions of Employer Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and/or suffered, among other things, emotional distress, including but not limited to shock, pain, discomfort and/or anxiety.

137. As a further legal result of the acts and omissions of Employer Defendants and DOES 1 through 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is informed and believes, and thereon alleges, that Plaintiff will in the future be forced to

1 incur additional expenses of the same nature, all in an amount which is at present unknown.
2 Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

3 138. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
4 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
5 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
6 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
7 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
8 court to show the total amount of loss of earnings at the time of trial.

9 139. As a further direct and legal result of the acts and conduct of Employer Defendants and
10 DOES 1 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to
11 suffer severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright,
12 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
13 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

14 140. The aforementioned acts of Employer Defendants and DOES 1 through 100, and each of
15 them, were willful, wanton, malicious, intentional, oppressive and despicable and were done in
16 willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
17 managerial agents and employees of Employer Defendants, and with the express knowledge,
18 consent, and ratification of managerial agents and employees of Employer Defendants and
19 DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an
20 amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

21 141. By the aforesaid acts and conduct of Employer Defendants and DOES 1 through 100, and
22 each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
23 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
24 capacity, medical and related expenses for care and procedures both now and in the future,
25 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
26 leave of court to amend when ascertained.

27 142. As a result of the harassing acts of Employer Defendants and DOES 1 through 100, and
28 each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said
suit as specifically provided in California Government Code § 12965(b).

1 143. The FEHA also provides remedies, including but not limited to, declaratory and
2 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
3 of Defendants' unlawful conduct.

4 144. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

5 **VII.**

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Provide Meal and Rest Periods**

8 **[California Labor Code § 226.7, 512 and Wage Order No. 4]**

9 **Against Employer Defendants & DOES 1 Through 100, Only**

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

12 146. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
13 Assistant Editor.

14 147. Via a memorandum issued by Employer Defendants on or around June 16, 2016,
15 Employer Defendants represented, "Please be advised that there are no day rates provided to any
16 employees. Employees are either paid on a salary basis or an hourly basis."

17 148. Notwithstanding the aforementioned policy, Plaintiff was provided with a day-rate, and
18 was subjected to several California Labor Code violations by Employer Defendants, including
19 not being provided with all meal and rest periods.

20 149. Plaintiff's day-rate was confirmed on several occasions, including on Plaintiff's offer
21 letter dated on or around June 16, 2016.

22 150. Plaintiff's day rate was also confirmed via an email sent by Employer Defendants' Head
23 of Human Resources Patricia Cabello, and Employer Defendants' Senior Vice President of
24 Finance Jimmy Mukai, on or around March 17, 2020.

25 151. Throughout Plaintiff's employment, Employer Defendants failed to provide Plaintiff with
26 all of her timely mandatory rest periods and meal periods as required by California law,
27 including but not limited to the following:

- 28 a) On numerous occasions, Defendants denied Plaintiff her lawfully provided proper
uninterrupted 10-minute break and 30-minute meal period.

1 b) Defendants provided uniform timesheets to Plaintiff, inaccurately representing
2 number of hours worked and meal and rest breaks taken.

3 c) Defendants rounded times on Plaintiff's timesheets, inaccurately representing
4 number of hours worked and meal and rest breaks taken.

5 152. At all times herein relevant, the public policy of the State of California, as codified,
6 expressed and mandated by IWC Wage Order No. 4, Section 11(A) also declares unless the
7 employee is relieved of all duty during his/her thirty minute meal period, the meal period shall be
8 considered an "on duty" meal period and counted as hours worked, which must be compensated
9 at the employee's regular rate of pay. An "on duty" meal period shall be permitted only when the
10 nature of the work prevents an employee from being relieved of all duty and when by written
11 agreement between the employer and employee an on-the-job paid meal period is agreed to.

12 153. At all times herein relevant, the public policy of the State of California, as codified,
13 expressed and mandated by IWC Wage Order No. 4, Section 12(a) requires that every employer
14 shall authorize and permit all employees to take rest periods, which insofar as practicable shall
15 be in the middle of each work period. The authorized rest period time shall be based on the total
16 hours worked daily at the rate of ten minutes net rest time per four hours or major fraction
17 thereof. Authorized rest period time shall be counted as hours worked for which there shall be no
18 deduction from wages.

19 154. At all times herein relevant, the public policy of the State of California, as codified,
20 expressed and mandated by Labor Code § 226.7(a) declares that no employer shall require any
21 employee to work during any meal or rest period mandated by an applicable order of the IWC.

22 155. Section § 226.7(b), IWC Wage Order No. 4, §§ 11(B), 12(B) declare that if an employer
23 fails to provide an employee a meal period or rest period in accordance with an applicable order
24 of the IWC, the employer shall pay the employee one additional hour of pay at the employee's
25 regular rate of compensation for each work day that the meal or rest period is not provided.

26 156. As such, Plaintiff is entitled to one additional hour of pay at the employee's regular rate
27 of compensation for each work day that the meal or rest period was not provided.
28

1 157. As a result of the acts of Employer Defendants and DOES 1 through 100, and each of
2 them, Plaintiff is also entitled to compensation for each meal period where Plaintiff was “on
3 duty.”

4 158. Plaintiff is also entitled to any and all relief as provided for by Cal. Labor Code § 203.

5 159. As a result of the retaliatory acts of Employer Defendants and DOES 1 through 100, and
6 each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys’ fees and costs of said
7 suit as specifically provided in California Code of Civil Procedure § 1021.5. Plaintiff’s action
8 enforces important rights affecting the public interest by bringing forth this lawsuit to ensure
9 Employer Defendants, as an employer, offers its employees meal and rest periods, thereby
10 conferring a significant benefit on the general public’s health and well-being as a result. The
11 necessity and financial burden of this private enforcement, as well as the interest of justice,
12 entitles Plaintiff to reasonable attorneys’ fees and costs under California Code of Civil Procedure
13 § 1021.5.

14 160. The acts of Employer Defendants and DOES 1 through 100, were willful, wanton,
15 malicious, intentional, oppressive and despicable and were done in willful and conscious
16 disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and
17 employees of Employer Defendants and DOES 1 through 100, and with the express knowledge,
18 consent, and ratification of managerial agents and employees of Employer Defendants and
19 DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an
20 amount to be determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

21 161. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

22 **VIII.**

23 **EIGHTH CAUSE OF ACTION**

24 **For Failure to Pay Wages**

25 **[California Labor Code §§ 200 et. seq.]**

26 **Against Employer Defendants & DOES 1 Through 100, Only**

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

1 163. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
2 Assistant Editor.

3 164. Via a memorandum issued by Employer Defendants on or around June 16, 2016,
4 Employer Defendants represented, "Please be advised that there are no day rates provided to any
5 employees. Employees are either paid on a salary basis or an hourly basis."

6 165. Notwithstanding the aforementioned policy, Plaintiff was provided with a day-rate, and
7 was subjected to several California Labor Code violations by Employer Defendants, including
8 failing to pay Plaintiff for all hours worked.

9 166. Plaintiff's day-rate was confirmed on several occasions, including on Plaintiff's offer
10 letter dated on or around June 16, 2016.

11 167. Plaintiff's day rate was also confirmed via an email sent by Employer Defendants' Head
12 of Human Resources Patricia Cabello, and Employer Defendants' Senior Vice President of
13 Finance Jimmy Mukai, on or around March 17, 2020.

14 168. Employer Defendants failed to provide Plaintiff with her earned wages within the
15 statutorily prescribed time period required for employers to do so after terminating an employee.

16 169. At all times herein mentioned, the public policy of the State of California, as codified,
17 expressed, and mandated in California Labor Code § 201 declares that if an employer discharges
18 an employee, the wages earned and unpaid at the time of discharge are due and payable
19 immediately.

20 170. Additionally, at all times herein mentioned, the public policy of the State of California, as
21 codified, expressed, and mandated in California Labor Code § 203 declares that if an employer
22 willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3,
23 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of
24 the employee shall continue as a penalty from the due date thereof at the same rate until paid or
25 until an action therefor is commenced; but the wages shall not continue for more than 30 days.

26 171. However, despite its legal obligation to compensate Plaintiff with the aforesaid wages
27 and expenses, Employer Defendants intentionally failed and refused to do so.

28 172. As such, Plaintiff is entitled to damages pursuant to California Labor Code §§ 200 et. seq.
plus any other damages as this Court deems appropriate.

1 173. Plaintiff is also entitled to attorney's fees and costs pursuant to California Labor Code §
2 218.5, which declares that in any action brought for the nonpayment of wages, the Court shall
3 award reasonable attorneys' fees and costs to the prevailing party if any party to the action
4 requests attorneys' fees and costs upon the initiation of the action.

5 174. As a result of the acts of Employer Defendants and DOES 1 through 100, and each of
6 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
7 specifically provided by California Code of Civil Procedure § 1021.5. Plaintiff's action enforces
8 important rights affecting the public interest by bringing forth this lawsuit to ensure Employer
9 Defendants as an employer, compensates its employees with the full and correct amount of
10 earned wages, accrued vacation pay, and reimbursement for work-related expenses immediately
11 upon termination, thereby conferring a significant benefit on the general public. The necessity
12 and financial burden of this private enforcement, as well as the interest of justice, entitled
13 Plaintiff to reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

14 **IX.**

15 **NINTH CAUSE OF ACTION**

16 **For Failure to Pay Overtime Wages**

17 **[California Labor Code § 510 and IWC Wage Order No. 4]**

18 **Against Employer Defendants & DOES 1 Through 100, Only**

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

21 176. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
22 Assistant Editor.

23 177. Via a memorandum issued by Employer Defendants on or around June 16, 2016,
24 Employer Defendants represented, "Please be advised that there are no day rates provided to any
25 employees. Employees are either paid on a salary basis or an hourly basis."

26 178. Notwithstanding the aforementioned policy, Plaintiff was provided with a day-rate, and
27 was subjected to several California Labor Code violations by Employer Defendants, including
28 failing to compensate Plaintiff with the true and/or correct and/or full amount of her earned
overtime pay.

1 179. Plaintiff's day-rate was confirmed on several occasions, including on Plaintiff's offer
2 letter dated on or around June 16, 2016.

3 180. Plaintiff's day rate was also confirmed via an email sent by Employer Defendants' Head
4 of Human Resources Patricia Cabello, and Employer Defendants' Senior Vice President of
5 Finance Jimmy Mukai, on or around March 17, 2020.

6 181. Throughout her employment, Plaintiff was routinely ordered by Employer Defendants to
7 work in excess of eight (8) hours per day, in excess of forty (40) hours per week, and/or in
8 excess of six (6) days in any workweek.

9 182. However, despite Plaintiff routinely working overtime and thus being entitled to overtime
10 pay, Employer Defendants intentionally failed to compensate Plaintiff the true and/or full
11 amount of overtime pay.

12 183. At all times relevant herein, Cal. Labor Code § 510 et seq. and Industrial Welfare
13 Commission ("IWC") Wage Order No. 4, § 3(A) generally declare eight (8) hours of labor
14 constitutes a day's work. Any work in excess of eight hours in one workday and any work in
15 excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
16 work in any one workweek shall be compensated at the rate of no less than one and one-half
17 times the regular rate of pay for an employee.

18 184. As a result of Defendants Employer Defendants failure to compensate the true and/or full
19 and/or correct amount of her overtime pay, Plaintiff is entitled to recover in a civil action the
20 unpaid balance of the overtime compensation, including interest, reasonable attorney's fees, and
21 costs of suit pursuant to California Labor Code § 1194, which declares:

22 Notwithstanding any agreement to work for a lesser wage, any employee
23 receiving less than the legal minimum wage or the legal overtime compensation
24 applicable to the employee is entitled to recover in a civil action the unpaid
25 balance of the full amount of this minimum wage or overtime compensation,
including interest, reasonable attorney's fees, and costs of suit.

26 185. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.
27
28

1 X.

2 **TENTH CAUSE OF ACTION**

3 **For Failure to Furnish Complaint Wage Statements and Maintain Accurate Pay Records**

4 **[California Labor Code § 226, 1174 (D), and 1198]**

5 **Against Employer Defendants & DOES 1 Through 100, Only**

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

8 187. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
9 Assistant Editor.

10 188. Via a memorandum issued by Employer Defendants on or around June 16, 2016,
11 Employer Defendants represented, "Please be advised that there are no day rates provided to any
12 employees. Employees are either paid on a salary basis or an hourly basis."

13 189. Notwithstanding the aforementioned policy, Plaintiff was provided with a day-rate, and
14 was subjected to several California Labor Code violations by Employer Defendants, including
15 failing to provide Plaintiff with accurate itemized wage statements showing the actual number of
16 hours worked by Plaintiff.

17 190. Plaintiff's day-rate was confirmed on several occasions, including on Plaintiff's offer
18 letter dated on or around June 16, 2016.

19 191. Plaintiff's day rate was also confirmed via an email sent by Employer Defendants' Head
20 of Human Resources Patricia Cabello, and Employer Defendants' Senior Vice President of
21 Finance Jimmy Mukai, on or around March 17, 2020.

22 192. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-
23 exempt employees with accurate itemized statements showing total hours worked, hourly wages,
24 gross wages, total deductions net wages earned and name of the employer. An employer who
25 violates these Code sections is liable to its employees for the greater of actual damages suffered
26 by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation
27 occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum
28 of \$4,000.00.

1 193. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
2 employer, who violates, or causes to be violated, Labor Code §226, may be held liable as the
3 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited
4 to a natural person who is an owner, director, officer, or managing agent of the employer.

5 194. At all relevant times, Employer Defendants have knowingly and intentionally provided
6 Plaintiff with uniform, incomplete, and inaccurate wage statements.

7 195. Because Employer Defendants failed to document and deducted time worked from
8 Plaintiff’s wage statements and employment records for meal periods they did not actually
9 receive, Employer Defendants unlawfully deducted wages earned and meal period premiums that
10 should have been paid. Thus, Employer Defendants did not furnish wage statements to Plaintiff
11 containing: the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1),
12 the accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net
13 wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at
14 each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

15 196. To the extent that Employer Defendants paid any meal break premium and/or rest break
16 premium payments, Employer Defendants failed to identify such payments on Plaintiff’s wage
17 statements and employment records, and Employer Defendants otherwise failed to provide
18 information on the wage statements sufficient to identify how many premium payments were
19 paid during each pay period, the specific dates worked giving rise to the premium payments
20 owed, or to determine whether such premium payments adequately and/or accurately
21 compensated Plaintiff for any and all premiums owed.

22 197. California Labor Code § 1198 provides that the maximum hours of work and the standard
23 conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
24 applicable IWC Wage Orders. § 1198 further provides that “the employment of any employees
25 for longer hours than those fixed by the order or under conditions of labor prohibited by the
26 order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep
27 accurate time records showing when the employee begins and ends each work period and meal
28 period. At all relevant times, Employer Defendants failed, on a company-wide basis, to keep
records of meal period start and stop times for Plaintiff in violation of §1198.

1 198. California Labor Code §1174 (d) provides that “every person employing labor in this
2 state shall ... keep a record showing the names and addresses of all employees employed and the
3 ages of all minors” and “keep, at a central location in the state or at the plants or establishments
4 at which employees are employed, payroll records showing the hours worked daily by and the
5 wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
6 employees employed at the respective plants or establishments...” At all relevant times, and in
7 violation of Labor Code § 1174 (d), Employer Defendants willfully failed to maintain accurate
8 payroll records for Plaintiff showing the daily hours they worked and the wages paid thereto as a
9 result of unlawfully assigning Plaintiff with a “day rate.”

10 199. Plaintiff is entitled to recover from Employer Defendants the greater of her actual
11 damages caused by Defendants’ failure to comply with California Labor Code § 226 (a), or an
12 aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to
13 attorneys’ fees and costs.

14 **XI.**

15 **ELEVENTH CAUSE OF ACTION**

16 **For Violation of California Business & Professions Code §§ 17200 et seq.**

17 **Against Employer Defendants & DOES 1 Through 100, Only**

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

20 201. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
21 Assistant Editor.

22 202. Via a memorandum issued by Employer Defendants on or around June 16, 2016,
23 Employer Defendants represented, “Please be advised that there are no day rates provided to any
24 employees. Employees are either paid on a salary basis or an hourly basis.”

25 203. Notwithstanding the aforementioned policy, Plaintiff was provided with a day-rate, and
26 was subjected to several California Labor Code violations by Employer Defendants, as
27 aforementioned.

28 204. Plaintiff’s day-rate was confirmed on several occasions, including on Plaintiff’s offer
letter dated on or around June 16, 2016.

205. Plaintiff's day rate was also confirmed via an email sent by Employer Defendants' Head of Human Resources Patricia Cabello, and Employer Defendants' Senior Vice President of Finance Jimmy Mukai, on or around March 17, 2020.

206. Employer Defendants engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices through the following, among others:

a) As aforesaid, Employer Defendants failed to lawfully provide wages to Plaintiff, in violation of California Labor Code § 226.7.

b) As aforesaid, Employer Defendants failed to lawfully provide wages to Plaintiff, in violation of California Labor Code § 512.

c) As aforesaid, Employer Defendants failed to lawfully provide wages to Plaintiff, in violation of California Labor Code § 510.

d) As aforesaid, Employer Defendants failed to lawfully provide accurate itemized wage statements to Plaintiff, in violation of California Labor Code § 226.

207. Through the aforementioned acts, Employer Defendant's engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of California Bus. & Prof. Code § 17200, which prohibits conducting such business.

208. Employer Defendant's willful and/or reckless conduct constituted unfair business practices and acts because the harm to the general public outweighed any utility that its conduct may have produced.

209. As a direct result of the conduct, act and omissions of Employer Defendant's and DOES 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown at the time of trial, together with prejudgment interest thereon from the time owed until paid, all within an amount within the jurisdictional limits of this Court.

210. Plaintiff is also entitled to all penalties provided by Cal. Bus. & Prof. Code § 17206.

211. Additionally, Cal. Bus. & Prof. Code § 17205 declares, unless otherwise expressly provided, the remedies or penalties provided by this chapter are cumulative to each other and to the remedies or penalties available under all other laws of this state.

212. As a result of the retaliatory acts of Employer Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said

1 suit as specifically provided in California Code of Civil Procedure § 1021.5. Plaintiff's action
2 enforces important rights affecting the public interest by bringing forth this lawsuit to ensure
3 Employer Defendants, as an employer, does not engage in unfair business practices, thereby
4 conferring a significant benefit on the general public's health and well-being as a result. The
5 necessity and financial burden of this private enforcement, as well as the interest of justice,
6 entitles Plaintiff to reasonable attorneys' fees and costs under California Code of Civil Procedure
7 § 1021.5.

8 213. The acts of Employer Defendants and DOES 1 through 100, were willful, wanton,
9 malicious, intentional, oppressive and despicable and were done in willful and conscious
10 disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and
11 employees of Employer Defendants and DOES 1 through 100, and with the express knowledge,
12 consent, and ratification of managerial agents and employees of Employer Defendants and
13 DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an
14 amount to be determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

15 214. Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants'
16 unlawful conduct.

17 215. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

18 XII.

19 **TWELFTH CAUSE OF ACTION**

20 **For Whistleblower Violations**

21 **[California Labor Code § 1102.5]**

22 **Against Employer Defendants & DOES 1 Through 100, Only**

23 216. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as
24 though duly set forth in full herein.

25 217. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an
26 Assistant Editor.

27 218. Employer Defendants retaliated against Plaintiff for blowing the whistle/complaining
28 about/protesting against its unlawful activities, including but not limited to: sex/gender and
race/national origin, harassment, discrimination, and retaliation, as well as Employer

1 Defendants' numerous wage and hour violations, where Plaintiff had reasonable cause to believe
2 Plaintiff's employer was violating the law.

3 219. It is a violation of the California whistleblower statute, Cal. Labor Code § 1102.5, and
4 public policy to unlawfully retaliate/punish/discharge or deny opportunities to an employee for
5 refusing to violate the law and/or for protesting unlawful activities to a government agency or
6 his/her employer.

7 220. Plaintiff was a whistleblower pursuant to Cal. Labor Code § 1102.5, as Plaintiff engaged
8 in the following protected activities, among others:

9 a) Plaintiff complained to her managers and supervisors regarding the
10 aforementioned harassment, discrimination, and retaliation.

11 b) Plaintiff complained about the meal & rest period violations.

12 c) Plaintiff complained about the wage & hour violations.

13 d) Plaintiff complained about the wage and hour violations, including, amongst
14 others, that she was not compensated for her time worked in violation of Cal. Labor Code
15 §§ 201, 2926, and California Bus. & Prof. Code § 17200.

16 221. However, as a direct result of Plaintiff engaging in legally protected activity and
17 complaining about and protesting against the aforesaid violations of law (or Plaintiff's
18 reasonable belief that laws were being violated), Employer Defendants retaliated against Plaintiff
19 through the following, among others:

20 a) Plaintiff was treated differently, disparately, and negatively because of her
21 complaints, including but not limited to Defendants harassing Plaintiff (as aforesaid),
22 denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly monitoring and
23 scrutinizing Plaintiff, and denying Plaintiff benefits.

24 b) Plaintiff was wrongfully terminated under the pretext of a layoff on or around
25 December 4, 2020.

26 222. Accordingly, Employer Defendants had and maintained a policy and/or practice which
27 prevented/prevents Plaintiff and other employees from complaining about and/or protesting
28 against his/her employer's violation(s) of law to a government agency, or reasonable belief that a
law(s) is being violated.

1 223. California Labor Code § 1102.5 declares:

2 (a) An employer, or any person acting on behalf of the employer, shall not make,
3 adopt, or enforce any rule, regulation, or policy preventing an employee from
4 disclosing information to a government or law enforcement agency, to a person
5 with authority over the employee, or to another employee who has authority to
6 investigate, discover, or correct the violation or noncompliance, or from providing
7 information to, or testifying before, any public body conducting an investigation,
8 hearing, or inquiry, if the employee has reasonable cause to believe that the
information discloses a violation of state or federal statute, or a violation of or
noncompliance with a local, state, or federal rule or regulation, regardless of
whether disclosing the information is part of the employee's job duties.

9 (b) An employer, or any person acting on behalf of the employer, shall not
10 retaliate against an employee for disclosing information, or because the employer
11 believes that the employee disclosed or may disclose information, to a
12 government or law enforcement agency, to a person with authority over the
13 employee or another employee who has the authority to investigate, discover, or
14 correct the violation or noncompliance, or for providing information to, or
15 testifying before, any public body conducting an investigation, hearing, or
16 inquiry, if the employee has reasonable cause to believe that the information
discloses a violation of state or federal statute, or a violation of or noncompliance
with a local, state, or federal rule or regulation, regardless of whether disclosing
the information is part of the employee's job duties.

17 (c) An employer, or any person acting on behalf of the employer, shall not
18 retaliate against an employee for refusing to participate in an activity that would
result in a violation of state or federal statute, or a violation of or noncompliance
with a local, state, or federal rule or regulation.

19 224. Employer Defendants violated Cal. Labor Code § 1102.5(a) as it made, adopted, and
20 enforced rules, regulation and policies preventing Plaintiff from disclosing information to
21 government and law enforcement agencies or a person with authority over Plaintiff and/or
22 authority to investigate, discover, investigate, or correct the violation, where Plaintiff had
23 reasonable cause to believe Plaintiff's employer was violating the law.

24 225. Employer Defendants violated Cal. Labor Code § 1102.5(b) as it retaliated against
25 Plaintiff for protesting Defendants' unlawful actions, and/or because Employer Defendants felt
26 Plaintiff may protest, to a government or law enforcement agency or to a person with authority
27 over the employee and/or authority to investigate, discover, investigate, or correct the violation.

28 226. Plaintiff was retaliated against through the aforesaid acts by Employer Defendants, at
least in part, because of Plaintiff's refusal to participate in an activity that would result in a

violation of state or federal statutes (or Plaintiff reasonably believed to be in violation).
Employer Defendants were thus in violation of Cal. Labor Code § 1102.5(c).

227. When Plaintiff was subjected to the adverse employment actions identified above, Employer Defendants, and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff's complaints of violations of state and/or federal law (or Plaintiff's reasonable belief that a law(s) was being violated), and said complaints were substantial motivating factors and/or reasons in the decision to subject Plaintiff to the aforesaid retaliatory, adverse employment actions, in violation of California Labor Code § 1102.5.

228. As a direct and legal result of the acts and omissions of Employer Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and suffered, among other things, emotional distress, including but not limited to shock, pain, discomfort and/or anxiety.

229. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and believes, and thereon alleges, that Plaintiff will be partially and/or fully incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damages in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

230. As a further direct and legal result of the acts of Employer Defendants, and DOES 1 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and/or permanent emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

231. The aforementioned acts of Employer Defendants and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Employer Defendants, and with the express knowledge, consent, and ratification of managerial agents and employees of Employer Defendants and

DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

232. Plaintiff is entitled to a civil penalty up to ten thousand dollars (\$10,000) for each violation of Cal. Lab. Code § 1102.5.

233. By the acts and conduct of aforesaid Employer Defendants, and DOES 1 through 100, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

234. As a result of the unlawful acts of Employer Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. C.C.P. § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Employer Defendants refrain from unlawfully retaliating against employees for blowing the whistle, thereby conferring a significant benefit on the general public's health and well-being as a result. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under Cal. C.C.P. § 1021.5.

235. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

XIII.

THIRTEENTH CAUSE OF ACTION

For Retaliation and Wrongful Termination in Violation of Public Policy

Against Employer Defendants & DOES 1 Through 100

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

237. Plaintiff began working for Employer Defendants in or around June 13, 2016 as an Assistant Editor.

1 238. Plaintiff was retaliated against due to Plaintiff's sex/gender and race/national origin,
2 and/or her aforesaid legally protected activities (complaints/protests against the harassment,
3 discrimination, wage and hour violations, among others) as aforesaid.

4 239. As such, Plaintiff was retaliated against for reasons that violate a public policy(s).

5 240. At all times relevant herein, Plaintiff was employed by Employer Defendants.

6 241. At all times herein mentioned, the public policy of the State of California, as codified,
7 expressed and mandated by California Labor Code §§ 201 is to pay employees their rightful
8 compensation. This public policy of the State of California is designed to protect all employees
9 and to promote the welfare and well-being of the community at large.

10 242. At all times herein mentioned, the public policy of the State of California, as codified,
11 expressed and mandated by California Government Code §§ 12920 and 12940 et seq., was to
12 prohibit employers from harassing, discriminating, and retaliating against and/or wrongfully
13 terminating any individual on the grounds of their sex/gender, race/national origin, and
14 association with individuals of a certain protected classes. This public policy of the State of
15 California is designed to protect all employees and to promote the welfare and well-being of the
16 community at large. The policy inures to the benefit of the public and is fundamental and
17 substantial.

18 243. At all times herein mentioned, the public policy of the State of California, as codified,
19 expressed and mandated by California Labor Code §§ 201 is to pay employees their rightful
20 compensation. This public policy of the State of California is designed to protect all employees
21 and to promote the welfare and well-being of the community at large.

22 244. At all times herein mentioned, the public policy of the State of California, as codified,
23 expressed and mandated by California Labor Code §§ 200 et seq. is to pay employees their
24 rightful compensation, immediately upon termination of an employee by the employer or within
25 seventy-two hours of the employee's quitting her employment and/or to forfeit an employee's
26 wages to the employer. This public policy of the State of California is designed to protect all
27 employees and to promote the welfare and well-being of the community at large.

28 245. At all times herein mentioned, the public policy of the State of California, as codified,
expressed and mandated by California Labor Code §§ 203 is to timely pay employees their

1 compensation. This public policy of the State of California is designed to protect all employees
2 and to promote the welfare and well-being of the community at large.

3 246. At all times herein relevant, the public policy of the State of California, as codified,
4 expressed and mandated by California Labor Code § 512(a) and IWC Wage Order No. 4, Section
5 11(A) declares that an employer may not employ an employee for a work period of more than
6 five hours per day without providing the employee with a meal period of not less than 30
7 minutes, except that if the total work period per day of the employee is no more than six hours,
8 the period may be waived by mutual consent of both the employer and employee. This public
9 policy of the State of California is designed to protect all employees and to promote the welfare
10 and well-being of the community at large. The policy inures to the benefit of the public and is
11 fundamental and substantial.

12 247. At all times herein mentioned, the public policy of the State of California, as codified,
13 expressed and mandated in California Labor Code § 226.7(b), declares that an employer shall not
14 require an employee to work during a meal or rest or recovery period mandated pursuant to an
15 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
16 Commission, the Occupational Safety and Health Standards Board, or the Division of
17 Occupational Safety and Health. This public policy of the State of California is designed to
18 protect all employees and to promote the welfare and well-being of the community at large. The
19 policy inures to the benefit of the public and is fundamental and substantial.

20 248. At all times herein mentioned, the public policy of the State of California, as codified,
21 expressed and mandated in California Bus. & Prof. Code §§ 17200 et seq., prohibits employers
22 from engaging in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business
23 practices. This public policy of the State of California is designed to protect all employees and to
24 promote the welfare and well-being of the community at large. The policy inures to the benefit of
25 the public and is fundamental and substantial.

26 249. At all times herein mentioned, the public policy of the State of California, as codified,
27 expressed and mandated by California Labor Code § 1102.5 prohibited discrimination and/or
28 retaliation against employees blowing the whistle about their employers' unlawful activities.

1 This public policy of the State of California is designed to protect all employees and to promote
2 the welfare and well-being of the community at large.

3 250. Accordingly, the actions of Employer Defendant and DOES 1 through 100, in retaliating
4 against Plaintiff on the grounds alleged and described herein were wrongful and do not promote
5 the welfare and well-being of the community at large.

6 251. As a direct and legal result of the acts and omissions of Employer Defendant and DOES 1
7 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or
8 disordered, both internally and/or externally, and suffered, among other things, emotional
9 distress, including but not limited to shock, pain, discomfort and/or anxiety.

10 252. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
11 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
12 believes, and thereon alleges, that Plaintiff will be partially and/or fully incapacitated and/or
13 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
14 Plaintiff's damages in an amount which is at present unascertained. Plaintiff will pray leave of
15 court to show the total amount of loss of earnings at the time of trial.

16 253. As a further direct and legal result of the acts of Employer Defendant, and DOES 1
17 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and/or
18 permanent emotional and/or mental distress and anguish, humiliation, embarrassment, fright,
19 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
20 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

21 254. The aforementioned acts of Employer Defendants and DOES 1 through 100, and each of
22 them, were willful, wanton, malicious, intentional, oppressive and despicable and were done in
23 willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
24 managerial agents and employees of Employer Defendants, and with the express knowledge,
25 consent, and ratification of managerial agents and employees of Employer Defendants and
26 DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an
27 amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

28 255. By the aforesaid acts and conduct of Employer Defendant and DOES 1 through 100, and
each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to

1 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
2 capacity, medical and related expenses for care and procedures both now and in the future,
3 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
4 leave of court to amend when ascertained.

5 256. As a result of the unlawful acts of Employer Defendant and DOES 1 through 100, and
6 each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said
7 suit as specifically provided in Cal. C.C.P. § 1021.5. Plaintiff's action enforces important rights
8 affecting the public interest by bringing forth this lawsuit to ensure Employer Defendants refrain
9 from unlawfully and wrongfully terminating their employees, thereby conferring a significant
10 benefit on the general public's health and well-being as a result. The necessity and financial
11 burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to
12 reasonable attorneys' fees and costs under Cal. C.C.P. § 1021.5.

13 257. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

14 **XIV.**

15 **FOURTEENTH CAUSE OF ACTION**

16 **For Civil Penalties Under PAGA**

17 **[California Labor Code §§ 2698, 2699; Private Attorneys General Act ("PAGA")]**

18 **Against Employer Defendants & DOES 1 Through 100**

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

21 259. Plaintiff is an "aggrieved employee" under the Labor Code Private Attorneys General Act
22 ("PAGA"), as Plaintiff is or was employed by Employer Defendants during the applicable
23 statutory period and suffered one or more of the Labor Code violations set forth herein.
24 Accordingly, Plaintiff seeks to recover, on behalf of Plaintiff and all other aggrieved current and
25 former employees of Defendants, the civil penalties provided by PAGA, plus reasonable
26 attorneys' fees and costs.

27 260. Plaintiff seeks to recover the PAGA civil penalties through a representative action
28 permitted by PAGA and the California Supreme Court in, among other authorities, Arias v.

1 Superior Court (2009) 46 Cal.4th 969. According to the same authorities, class certification of
2 the PAGA allegations described herein is not required.

3 261. Labor Code section 2699, subdivisions (a) and (g), as well as Labor Code sections 210,
4 226.3, 558, 1174.5 and 1197.1 authorizes aggrieved employees such as Plaintiff, on behalf of
5 herself and other current and former employees within the statutory period, to bring a civil action
6 to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

7 262. Plaintiff complied with the procedures for bringing suit specified in Labor Code section
8 2699.3. Specifically, on or about September 13, 2021, Plaintiff gave written notice to the LWDA
9 and to Employer Defendants of the specified provisions of the Labor Code alleged to have been
10 violated and those included below ("PAGA Notice"). Plaintiff is informed and believes that, to
11 date, the LWDA has still not elected to investigate, pursuant to Amaral v. Cintas Corp. No. 2
12 (2008) 163 Cal.App.4th 1157.

13 263. During the period beginning one (1) year preceding the filing of the Complaint in this
14 Action (the "Civil Penalty Period"), Defendants violated, *inter alia*, Labor Code sections 200,
15 201, 203, 204, 226, 226.7, 227.3, 510, 512, 2810.5 and the applicable Wage Order(s), among
16 other things. In connection with the violations of Labor Code sections 200, 201, 203, 204, 226,
17 226.7, 227.3, 510, 512, 2810.5, Plaintiff seeks to represent only non-exempt current and former
18 employees of Defendants working in California from one (1) year prior to filing the PAGA
19 Notice with the LWDA through the present. In connection with the violation of Labor Code
20 sections 227 et seq., and 2810.5, Plaintiff seeks to represent all current and former employees of
21 Defendants working in California from one (1) year prior to filing the PAGA Notice with the
22 LWDA through the present. Collectively, the employees that Plaintiff plans to represent shall be
23 referred to as "Aggrieved Employees".

24 264. For at least four (4) years prior to the filing of this action and continuing to the present,
25 Employer Defendants have, at times, failed to pay overtime wages to Plaintiff and Aggrieved
26 Employees, or some of them, in violation of California state wage and hour laws as a result of,
27 without limitation, Plaintiff and Aggrieved Employees working over eight (8) hours per day,
28 forty (40) hours per week, and seven consecutive work days in a work week without being
properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40)

hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to, at times, accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Aggrieved Employees including, without limitation, due to failure to account for skill differential pay.

265. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiff and Aggrieved Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to, at times, provide compensation for such unprovided meal periods as required by California wage and hour laws due to, without limitation, assigning tasks to employees during what should be an uninterrupted meal period.

266. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiff and Aggrieved Employees, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, Defendants' occasional failing to pay overtime wages and premium wages.

267. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to furnish Plaintiff and Aggrieved Employees, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have occasionally failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

268. Plaintiff, on Plaintiff's own behalf and on behalf of Aggrieved Employees, pursuant to Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but

1 withheld and retained by Defendants to which Plaintiff and Aggrieved Employees are entitled, as
2 well as restitution of amounts owed.

3 269. Labor Code section 204, requires and required that: "[l]abor performed between the 1st
4 and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day
5 of the month during which the labor was performed, and labor performed between the 16th and
6 the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of
7 the following month."

8 270. Labor Code section 210, subdivision (a) states that "[i]n addition to, and entirely
9 independent and apart from, any other penalty provided in this article, every person who fails to
10 pay the wages of each employee as provided in Sections 204, 204(b), and 204.2 shall be subject
11 to a civil penalty as follows: (1) "For any initial violation, one hundred dollars (\$100) for each
12 failure to pay each employee" and (2) "For each subsequent violation, or any willful or
13 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
14 percent of the amount unlawfully withheld."

15 271. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
16 that Employer Defendants had and have a consistent policy or practice of failing to pay Plaintiff
17 and during their employment on a timely basis as per Labor Code section 204.

18 272. As a direct and proximate result of the herein-described Labor Code violations, and
19 pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to
20 recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of
21 one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee,
22 and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in
23 connection with each payment that was made in violation of Labor Code section 204.

24 273. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of
25 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
27 for each violation in a subsequent citation, for which the employer fails to provide the employee
28 a wage deduction statement or fails to keep the records required in subdivision (a) of Section
226."

274. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in this section are in addition to any other penalty provided by law."

275. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor and other such information as required by Labor Code section 226, subdivision (a).

276. As a direct and proximate result of the herein-described Labor Code violations, and pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1000) for each Aggrieved Employee per pay period for each subsequent violation.

277. Labor Code section 558, subdivision (a) states: "Any employer or other person acting on behalf of an employer who violates, or causes to be violated ... any provision regulating hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty as follows:

- a) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- b) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- c) Wages recovered pursuant to this section shall be paid to the affected employee."

1 278. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
2 that Employer Defendants, and each of them, violated, or caused to be violated, the Labor Code
3 sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be
4 paid overtime wages; receive meal and rest periods or compensation in lieu thereof; be paid
5 timely wages during their employment and after their employment separation; receive accurate,
6 itemized wage statements.

7 279. As a direct and proximate result of the herein-described Labor Code violations, and
8 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to
9 recover civil penalties for Defendants' herein-described Labor Code violations in the amount
10 fifty dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one
11 hundred dollars.

12 280. Labor Code section 1174, subdivision (b) states that every person employing labor in
13 California is required to "[a]llow any member of the commission or the employees of the
14 Division of Labor Standards Enforcement free access to the place of business or employment of
15 the person to secure any information or make any investigation that they are authorized by this
16 chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
17 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of
18 the person."

19 281. Labor Code section 1174, subdivision (c) has required every person employing labor in
20 California to "[k]eep a record showing the names and addresses of all employees employed and
21 the ages of all minors."

22 282. Labor Code section 1174, subdivision (d) has required every person employing labor in
23 California to "[k]eep, at a central location in the state or at the plants or establishments at which
24 employees are employed, payroll records showing the hours worked daily by and the wages paid
25 to, and the number of piece-rate units earned by and applicable piece rate paid to, employees
26 employed at the respective plants or establishments. These records shall be kept in accordance
27 with rules established for this purpose by the commission, but in any case, shall be kept on file
28 for not less than three years. An employer shall not prohibit an employee from maintaining a
personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

1 283. Labor Code section 1174.5 states that, "[a]ny person employing labor who willfully fails
2 to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
3 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
4 member of the commission or employees of the division to inspect records pursuant to
5 subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred
6 dollars (\$500).

7 284. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
8 that Defendants, and each of them, have willfully failed to maintain the records required by
9 Labor Code subdivision (c), failed to maintain accurate and complete records required by Labor
10 Code subdivision (d), and/or failed to allow inspection of records as required by Labor Code
11 subdivision (b).

12 285. As a direct and proximate result of the herein-described Labor Code violations, and
13 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of
15 five hundred dollars (\$500) per violation per Aggrieved Employee.

16 286. Labor Code section 2699, subdivision (f), provides that for all provisions of the Labor
17 Code except those for which a civil penalty is specifically provided, the established civil penalty
18 for a violation of those provisions is as follows: if, at the time of the alleged violation, the person
19 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
20 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
21 each aggrieved employee per pay period for each subsequent violation.

22 287. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
23 that Defendants, and each of them, violated the Labor Code sections described herein, including,
24 without limitation, for the failure to: pay overtime wages; provide meal and rest periods or
25 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages
26 during employment and after the cessation of the employment relationship; reimburse
27 Aggrieved Employees for costs incurred in furtherance of their work duties as required under
28 Labor Code section 2802; provide notice as required under Labor Code section 2810.5; paying
employees all owed paid time off and vacation time owed by separation at the proper rate of pay;

1 placing restraints on competition, whistleblowing and freedom of speech; entitling Plaintiff and
2 other Aggrieved Employees to civil penalties for each of these Labor Code violations in the
3 amounts set forth in Labor Code section 2699, subdivision (f).

4 288. As a direct and proximate result of the herein-described Labor Code violations, and
5 pursuant to Labor Code section 2699, subdivision (g), among other authorities, Plaintiff and
6 similarly Aggrieved Employees are entitled to recover civil penalties for Defendants' violations
7 of the herein and therein described Labor Code violations during the Civil Penalty Period in the
8 amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial
9 violation, and two hundred dollars (\$200) for each Aggrieved Employee per pay period for each
10 subsequent violation.

11 289. Moreover, Plaintiff and Aggrieved Employees are also entitled to an award of reasonable
12 attorneys' fees and costs in connection with their herein-described claims for civil penalties.

13 WHEREFORE, PLAINTIFF LENA KHOURY, individually, and on behalf of herself and others
14 similarly situated, pray for judgment against the Defendants, and each of them, as follows:

- 15 1. For general damages in an amount within the jurisdictional limits of this Court;
- 16 2. For special damages in an amount within the jurisdictional limits of this Court;
- 17 3. For medical expenses and related items of expense, according to proof;
- 18 4. For loss of earnings, according to proof;
- 19 5. For consequential and incidental damages according to proof;
- 20 6. For prejudgment interest according to proof;
- 21 7. For declaratory relief;
- 22 8. For injunctive relief;
- 23 9. For damages, penalties and attorneys' fees and costs of suit as provided for by Cal. Gov.
24 Code § 12965(b);
- 25 10. For damages, penalties and costs of suit as provided for by California Civil Code §§ 201,
26 202, 203, 204, and 2926.
- 27 11. For damages, penalties, cost of suit, and attorney fees against Defendants provided for by
28 Cal. Labor Code §§ 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1197.1, 1199, 2699, and IWC

1 Wage Order No. 4;

2 12. For all penalties against Defendants provided for by Cal. Labor Code § 226.7.

3 13. For such relief against Defendants as the court deems appropriate under California Bus.
4 & Prof. Code §§ 17200 and 17206 et seq.;

5 14. For civil penalties for each violation of Cal. Lab. Code § 1102.5.

6 15. For punitive and exemplary damages as provided for by Cal. Civil Code § 3294;

7 16. For damages, penalties and costs of suit as provided for by California Civil Code § 3333;

8 17. For damages, penalties and costs of suit as provided for by California Labor Code §
9 2802;

10 18. For damages, penalties and reasonable attorneys' fees and costs of suit against
11 Defendants as provided for by California Code of Civil Procedure § 1021.5, according to proof;

12 19. Prejudgment and post-judgment interest at the maximum rate allowed by law;

13 20. For such other and further relief as the Court may deem just and proper.

14
15 Dated: January 11, 2022

AKHAVAN & ASSOCIATES

16
17 By: 

18 BARDIA AARON AKHAVAN, ESQ.
19 Attorneys for PLAINTIFF
20 LENA KHOURY
21
22
23
24
25
26
27
28

EXHIBIT A

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Lena Khoury

DFEH No. 202101-12323313

Complainant,

vs.

REVOLT MEDIA AND TV, LLC
1800 North Highland Avenue, Floor 7
Los Angeles, California 90028

LIFE AFTER DEATH MULTIMEDIA PRODUCTIONS
LLC
1800 North Highland Avenue, Floor 7
Los Angeles, 90028

Dave Seedall
1800 North Highland Avenue, Floor 7
Los Angeles, California 90028

Respondents

1. Respondent **REVOLT MEDIA AND TV, LLC** is an **employer REVOLT MEDIA AND TV, LLC** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **LIFE AFTER DEATH MULTIMEDIA PRODUCTIONS LLC** business as Co-Respondent(s).
Complainant is naming **Dave Seedall** individual as Co-Respondent(s).

3. Complainant **Lena Khoury**, resides in the City of **Van Nuys**, State of **California**.

4. Complainant alleges that on or about **December 4, 2020**, respondent took the following adverse actions:

Complainant was harassed because of complainant's race, national origin (includes language restrictions), color, sex/gender, gender identity or expression, age (40 and over), sexual harassment- hostile environment.

1 **Complainant was discriminated against** because of complainant's race, national origin
2 (includes language restrictions), color, sex/gender, gender identity or expression, age (40
3 and over), sexual harassment- hostile environment and as a result of the discrimination was
4 terminated, laid off, forced to quit, denied hire or promotion, reprimanded, denied equal pay,
5 suspended, demoted, asked impermissible non-job-related questions, denied any
6 employment benefit or privilege, denied work opportunities or assignments, denied or forced
7 to transfer.

8 **Complainant experienced retaliation** because complainant reported or resisted any form
9 of discrimination or harassment, participated as a witness in a discrimination or harassment
10 complaint and as a result was terminated, laid off, forced to quit, denied hire or promotion,
11 reprimanded, denied equal pay, suspended, demoted, asked impermissible non-job-related
12 questions, denied any employment benefit or privilege, denied work opportunities or
13 assignments, denied or forced to transfer.

14 **Additional Complaint Details:** In addition to being misclassified as an independent
15 contractor, throughout her employment, Ms. Khoury was treated differently because of her
16 race/national origin, sex/gender, and age.

17 For instance, the Company had a pattern and practice of favoring African-American
18 employees over Caucasian employees. One of the company's slogans provided, "Be Black.
19 Buy Black. Think Black." Indeed, this position had created disparate treatment for the
20 Company's employees who were not African-American.

21 By way of example, as Ms. Khoury was applying to complete work for a voiceover project,
22 she was told by Supervisor Wanton Davis, "We want a more urban voice." Shortly thereafter,
23 the position was provided to an African-American woman who was less qualified than Ms.
24 Khoury.

25 Further, as part of the Company's harassment campaign against Caucasians, the
26 Company's newly-arrived creative director, Dunnie West, was cited making statements in
27 interviews and on social media such as: "I want people to look at REVOLT as a place with
28 pure, honest, unapologetic Black...They took it from us; time to get it back." Indeed, shortly
after these statements were made public, Ms. Khoury and several other non-African-
American employees were wrongfully terminated.

In addition to the disparate treatment based on Ms. Khoury's race/national origin, Ms.
Khoury was also treated differently due to her sex/gender. On at least two occasions, Ms.
Khoury reported the inappropriate behavior of a supervisor to the Company's Human
Resources department. During a meeting in the presence of several employees, the
supervisor was leering and sarcastically laughing at Ms. Khoury whenever she made
comments, solely because she was a female. This supervisor's actions were not
reciprocated towards Ms. Khoury's male counterparts. Despite reporting the supervisor's
mistreatment towards female employees to human resources, the Company took no
remedial or corrective measures, thereby ratifying and condoning the conduct.

1 Ms. Khoury was eventually wrongfully terminated under the pretext of a Covid-19-
2 related lay off. Ms. Khoury, as well as a few of her coworkers, all over the age of 40, were
3 selected for the layoff. Of note, Ms. Khoury was told that the layoff was due to the
4 Company's creative director's "new vision for the Company," demonstrating discriminatory
5 animus towards Ms. Khoury due to her race/national origin, sex/gender, and age.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 VERIFICATION

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

5 On September 13, 2021, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Van Nuys, California**
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT B



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

January 13, 2021

Lena Khoury

c/o Akhavan & Associates: A Professional Law Corporation 7324 Sepulveda Blvd Suite B
Van Nuys, California 91405

RE: **Notice of Case Closure and Right to Sue**

DFEH Matter Number: 202101-12323313

Right to Sue: Khoury / REVOLT MEDIA AND TV, LLC et al.

Dear Lena Khoury:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective January 13, 2021 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 DFEH's Small Employer Family Leave Mediation pilot 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, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. 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 DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. 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 DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

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 DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758

(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711

<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

Sincerely,

Department of Fair Employment and Housing