

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

03/21/2024

Clerk of the Court

BY: VERA MU

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

MAYA AMERSON, an individual, on
behalf of herself and on behalf of all
persons similarly situated,

Plaintiff,

vs.

REDDIT, INC., a Corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. CGC-22-603466

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE §226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§201-204, 233, 246;
10. DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA;
11. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF CAL. GOV. CODE § 12940(n);
12. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF CAL. GOV. CODE § 12940(m);
13. CONSTRUCTIVE DISCHARGE AND OTHER ADVERSE EMPLOYMENT ACTIONS IN VIOLATION OF PUBLIC POLICY; and
14. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*]

DEMAND FOR A JURY TRIAL

1 Plaintiff Maya Amerson (“PLAINTIFF”), an individual, on behalf of herself and all other
2 similarly situated current and former employees alleges on information and belief, except for
3 her own acts and knowledge which are based on personal knowledge, the following:

4
5 **THE PARTIES**

6 1. Reddit, Inc. (“DEFENDANT”) is a Corporation that at all relevant times
7 mentioned herein conducted and continues to conduct substantial business in the state of
8 California.

9 2. DEFENDANT is an American social news aggregation, content rating, and
10 discussion website. Registered users submit content to the site such as links, text posts, images,
11 and videos, which are then voted up or down by other members

12 3. PLAINTIFF was employed by DEFENDANT in California from October of 2018
13 to September of 2022 and was at all times classified by DEFENDANT as a non-exempt
14 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
15 payment of minimum and overtime wages due for all time worked.

16 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
17 defined as all individuals who are or previously were employed by DEFENDANT in the State
18 of California that either 1) were classified as non-exempt, or 2) whose positions were classified
19 as exempt but were re-classified as non-exempt (the “CALIFORNIA CLASS”) at any time
20 during the period of December 13, 2018 through preliminary approval of the settlement or
21 March 31, 2024, whichever is earlier (the “CALIFORNIA CLASS PERIOD”). The amount in
22 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million
23 dollars (\$5,000,000.00).

24 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
25 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred
26 during the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and practice
27 which failed to lawfully compensate these employees. DEFENDANT’s policy and practice
28 alleged herein was an unlawful, unfair and deceptive business practice whereby

1 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other
2 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
3 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
4 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA
5 CLASS who have been economically injured by DEFENDANT's past and current unlawful
6 conduct, and all other appropriate legal and equitable relief.

7 6. The true names and capacities, whether individual, corporate, subsidiary,
8 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
9 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
10 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
11 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
12 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
13 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
14 50, inclusive, are responsible in some manner for one or more of the events and happenings
15 that proximately caused the injuries and damages hereinafter alleged.

16 7. The agents, servants and/or employees of the Defendants and each of them
17 acting on behalf of the Defendants acted within the course and scope of his, her or its
18 authority as the agent, servant and/or employee of the Defendants, and personally
19 participated in the conduct alleged herein on behalf of the Defendants with respect to the
20 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
21 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
22 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
23 of the conduct of the Defendants' agents, servants and/or employees.

24 **THE CONDUCT**

25
26 8. DEFENDANT employed members of the CALIFORNIA CLASS who were
27 misclassified as exempt that should have been classified as non-exempt, that were
28 re-classified to non-exempt during the CALIFORNIA CLASS PERIOD. DEFENDANT

1 misclassified these individuals as exempt and paid them on a salary basis, without
2 compensation for overtime hours worked, missed meal or rest breaks, and/or other
3 compensation owed due to misclassification. Further, DEFENDANT violated California
4 Labor Code provisions due to these misclassifications, including, but not limited to, those
5 requiring DEFENDANT to maintain accurate time records, pay records, timely issue pay
6 during and at the end of employment, and issue compliant wage statements.

7 9. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
8 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
9 worked, meaning the time during which an employee is subject to the control of an
10 employer, including all the time the employee is suffered or permitted to work.
11 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
12 paying them for all the time they are under DEFENDANT's control. Among other things,
13 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
14 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
15 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
16 break. DEFENDANT, as a matter of established company policy and procedure,
17 administers a uniform practice of rounding the actual time worked and recorded by
18 PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT,
19 so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS
20 Members are paid less than they would have been paid had they been paid for actual
21 recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the
22 practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work off
23 the clocking that DEFENDANT, as a condition of employment, required these employees to
24 submit to mandatory temperature checks and symptom questionnaires for COVID-19
25 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
26 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage,
27 overtime wage compensation, and off-duty meal breaks by working without their time being
28 correctly recorded and without compensation at the applicable rates. DEFENDANT's

1 policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for
2 all time worked, is evidenced by DEFENDANT's business records.

3 10. State and federal law provides that employees must be paid overtime and meal
4 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF
5 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive
6 pay that is tied to specific elements of an employee's performance.

7 11. The second component of PLAINTIFF's and other CALIFORNIA CLASS
8 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
9 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
10 performance for DEFENDANT. The non-discretionary incentive program provided all
11 employees paid on an hourly basis with incentive compensation when the employees met the
12 various performance goals set by DEFENDANT. However, when calculating the regular
13 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
14 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
15 compensation as part of the employees' "regular rate of pay" for purposes of calculating
16 overtime pay and meal and rest break premium pay. Management and supervisors described
17 the incentive program to potential and new employees as part of the compensation package.
18 As a matter of law, the incentive compensation received by PLAINTIFF and other
19 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
20 to do so has resulted in a underpayment of overtime compensation and meal and rest break
21 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

22 12. As a result of their rigorous work schedules, PLAINTIFF and other
23 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
24 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
25 and other CALIFORNIA CLASS Members were required from time to time to perform
26 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
27 receiving a meal break. Further, DEFENDANT from time to time failed to provide
28 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for

1 some workdays in which these employees were required by DEFENDANT to work ten (10)
2 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
3 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
4 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
5 without additional compensation and in accordance with DEFENDANT's corporate policy
6 and practice.

7 13. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
8 CALIFORNIA CLASS Members were also required from time to time to work in excess of
9 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
10 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
11 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
12 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
13 time, and a first, second and third rest period of at least ten (10) minutes for some shifts
14 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
15 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
16 the applicable California Wage Order requires employers to provide employees with off-
17 duty rest periods, which the California Supreme Court defined as time during which an
18 employee is relieved from all work related duties and free from employer control. In so
19 doing, the Court held that the requirement under California law that employers authorize and
20 permit all employees to take rest period means that employers must relieve employees of all
21 duties and relinquish control over how employees spend their time which includes control
22 over the locations where employees may take their rest period. Employers cannot impose
23 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
24 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
25 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
26 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
27 premises during their rest period.

1 14. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
2 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
3 actual amount of time these employees worked. Pursuant to the Industrial Welfare
4 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
5 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
6 employee was subject to the control of an employer, including all the time the employee was
7 permitted or suffered to permit this work. DEFENDANT required these employees to work
8 off the clock without paying them for all the time they were under DEFENDANT's control.
9 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
11 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
12 working without their time being accurately recorded and without compensation at the
13 applicable minimum wage and overtime wage rates. To the extent that the time worked off
14 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
15 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
16 1197, and 1197.1.

17 15. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
18 other members of the CALIFORNIA CLASS with complete and accurate wage statements
19 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
20 Code § 226 provides that every employer shall furnish each of his or her employees with an
21 accurate itemized wage statement in writing showing, among other things, gross wages
22 earned and all applicable hourly rates in effect during the pay period and the corresponding
23 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
24 Members were paid on an hourly basis. As such, the wage statements should reflect all
25 applicable hourly rates during the pay period and the total hours worked, and the applicable
26 pay period in which the wages were earned pursuant to California Labor Code Section
27 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
28 CALIFORNIA CLASS Members failed to identify such information. More specifically, the

1 wage statements failed to identify the accurate total hours worked each pay period. When
2 the hours shown on the wage statements were added up, they did not equal the actual total
3 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
4 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
5 itemized wage statement that lists all the requirements under California Labor Code 226 *et*
6 *seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
7 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
8 § 226.

9 16. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
10 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
11 the wages are paid not more than seven (7) calendar days following the close of the payroll
12 period. Cal. Lab. Code § 210 provides:

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

17 17. DEFENDANT from time to time failed to pay PLAINTIFF and members of
18 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
19 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for
20 the “Hourly” regular wage payments.

21 18. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
22 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
23 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
24 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
25 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
26 Members at their base rates of pay.

27 19. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
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1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 20. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
9 pay, as required under Cal. Lab. Code Section 246.

10 21. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
11 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
12 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
13 informed and believes and based thereon alleges that such failure to pay sick pay at regular
14 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
15 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
16 Sections 201-203.

17 22. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
18 to collect or receive from an employee any part of wages theretofore paid by said employer
19 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
20 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
21 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
22 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
23 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
24 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
25 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
26 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

27 23. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
28 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses

1 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
2 consequence of discharging their duties on behalf of DEFENDANT. Under California
3 Labor Code Section 2802, employers are required to indemnify employees for all expenses
4 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
5 states that "an employer shall indemnify his or her employee for all necessary expenditures
6 or losses incurred by the employee in direct consequence of the discharge of his or her
7 duties, or of his or her obedience to the directions of the employer, even though unlawful,
8 unless the employee, at the time of obeying the directions, believed them to be unlawful."

9 24. In the course of their employment PLAINTIFF and other CALIFORNIA
10 CLASS Members as a business expense, were required by DEFENDANT to use their own
11 personal cellular phones as a result of and in furtherance of their job duties as employees for
12 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
13 associated with the use of their personal cellular phones and home offices for
14 DEFENDANT's benefit. Specifically, PLAINTIFF and other CALIFORNIA CLASS
15 Members were required by DEFENDANT to use their personal cellular phones and home
16 offices. As a result, in the course of their employment with DEFENDANT, PLAINTIFF
17 and other members of the CALIFORNIA CLASS incurred unreimbursed business expenses
18 which included, but were not limited to, costs related to the use of their personal cellular
19 phones and home offices all on behalf of and for the benefit of DEFENDANT.

20 25. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
21 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
22 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
23 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-
24 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
25 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
26 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
27 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
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1 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
2 business records.

3 26. Every day, DEFENDANT's users post thousands of videos, images, and live
4 streamed broadcasts of child sexual abuse, rape, torture, bestiality, beheadings, suicide and
5 murder. To maintain a sanitized platform, maximize its already vast profits, and cultivate its
6 public image, DEFENDANT relies on people like PLAINTIFF - known as "content
7 moderators" to view those posts and remove any that violate the corporation's terms of use.
8 PLAINTIFF witness hundreds of acts of extreme and graphic violence. As a result of the
9 continuous and unmitigated exposure to the disturbing content through DEFENDANT's
10 content review systems, PLAINTIFF developed and suffered from significant psychological
11 trauma and/or post-traumatic stress disorder. Numerous times throughout 2021 and 2022,
12 continuing throughout the rest of her employment, PLAINTIFF consulted and requested for
13 an accommodation to be made for her PTSD, anxiety and mental health disorders that
14 stemmed from working as a moderator on DEFENDANT's online content platform.
15 PLAINTIFF was subjected to very extreme content in her role with DEFENDANT. Content
16 that included, but was not limited to, live stream shooting massacres, child sex abuse
17 materials, depictions of bestiality, and extreme gore, among other things. Over time,
18 PLAINTIFF developed mental health disorders and panic attacks due to the extreme nature
19 of the content she was assigned to moderate from DEFENDANT. DEFENDANT could have
20 accommodated PLAINTIFF by placing her in a similar role that precluded PLAINTIFF from
21 being exposed to the graphic content that caused her mental disorder, but PLAINTIFF's
22 complaints to the Human Resources Business Partner, Mara Figueroa (and other Reddit
23 Managers who oversaw PLAINTIFF's work) fell on deaf ears time and time again. Finally,
24 PLAINTIFF was forced to go out on a ten (10) week medical leave in March of 2022 as a
25 result of her mental condition deteriorating and being diagnosed with PTSD symptoms.
26 When PLAINTIFF returned in to work with DEFENDANT in May of 2022, PLAINTIFF
27 again suffered mental and physical issues as a result of the stress caused by DEFENDANT's
28 failure to accommodate her requests to be placed in a role that would avoid her being

1 exposed to the extreme violence and other harmful content. During this time, PLAINTIFF
2 was plagued with ongoing work pressures, obligations, and mistreatment by her supervisors,
3 including but not limited to, belittling and making false accusations about PLAINTIFF's
4 performance. Furthermore, the continuous stress from work caused PLAINTIFF to feel
5 afraid of logging into DEFENDANT's computer system to moderate the content.

6 27. Moreover, DEFENDANT discriminated against and failed to reasonably
7 accommodate PLAINTIFF for her mental and physical disabilities. PLAINTIFF herein
8 alleges that the actions taken by employees of DEFENDANT against PLAINTIFF occurred
9 within the normal scope and course of these individuals' employment with DEFENDANT.
10 PLAINTIFF further alleges that these employees were PLAINTIFF's supervisors while
11 PLAINTIFF was employed by DEFENDANT. However, PLAINTIFF's request for
12 accommodation fell on deaf ears, as DEFENDANT failed to respond to PLAINTIFF's
13 requests. Left with no other choice, On or around September 9, 2022, PLAINTIFF made the
14 decision to resign from her employment due to the hostile and discriminatory environment
15 described above and DEFENDANT's failure to take her complaints regarding her mental
16 health seriously and accommodate her disability.. At all times hereto, the California
17 Government Code Section 12940(a), was in full force and effect and was binding upon
18 DEFENDANT. This subsection precludes an employer because of the physical disability,
19 mental disability, medical condition and/or gender (amongst other things), to refuse to hire
20 or employ the person or to refuse to select the person for a training program leading to
21 employment, or to bar or discharge the person from employment, or to discriminate against
22 the person in compensation or in terms, conditions, or privileges of employment.

23 28. Prior to filing this action, PLAINTIFF exhausted her administrative remedies
24 by filing a timely administrative complaint with the Department of Fair Employment and
25 Housing ("DFEH") and received a DFEH right-to-sue letter on November 2, 2022.

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1 Order requirements, and the applicable provisions of California law, intentionally,
2 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
3 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
4 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
5 this work and permits or suffers to permit this work.

6 34. DEFENDANT has the legal burden to establish that each and every
7 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
8 required by California laws. The DEFENDANT, however, as a matter of policy and
9 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
10 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
11 Member is paid as required by law. This common business practice is applicable to each
12 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
13 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
14 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

15 35. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
16 CLASS Members is impracticable.

17 36. DEFENDANT violated the rights of the CALIFORNIA CLASS under
18 California law by:

- 19 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
20 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly
21 and/or deceptively having in place company policies, practices and
22 procedures that failed to record and pay PLAINTIFF and the other
23 members of the CALIFORNIA CLASS for all time worked, including
24 minimum wages owed and overtime wages owed for work performed
25 by these employees; and,
- 26 (b) Committing an act of unfair competition in violation of the UCL, by
27 failing to provide the PLAINTIFF and the other members of the
28 CALIFORNIA CLASS with the legally required meal and rest periods.

- 1 (c) Committing an act of unfair competition in violation of the UCL, by
2 causing injury to the CALIFORNIA CLASS on the basis that they were
3 exposed to disturbing images and sounds without adequate safeguards,
4 that caused injury to the CALIFORNIA CLASS, including, but not
5 limited to, mental health issues and economic loss.

6 37. This Class Action meets the statutory prerequisites for the maintenance of a
7 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 8 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
9 that the joinder of all such persons is impracticable and the disposition
10 of their claims as a class will benefit the parties and the Court;
11 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
12 issues that are raised in this Complaint are common to the
13 CALIFORNIA CLASS will apply to every member of the
14 CALIFORNIA CLASS;
15 (c) The claims of the representative PLAINTIFF are typical of the claims
16 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
17 the other members of the CALIFORNIA CLASS, was classified as a
18 non-exempt employee paid on an hourly basis who was subjected to the
19 DEFENDANT's deceptive practice and policy which failed to provide
20 the legally required meal and rest periods to the CALIFORNIA CLASS
21 and thereby underpaid compensation to PLAINTIFF and
22 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
23 result of DEFENDANT's employment practices. PLAINTIFF and the
24 members of the CALIFORNIA CLASS were and are similarly or
25 identically harmed by the same unlawful, deceptive and unfair
26 misconduct engaged in by DEFENDANT; and,
27 (d) The representative PLAINTIFF will fairly and adequately represent and
28 protect the interest of the CALIFORNIA CLASS, and has retained

1 counsel who are competent and experienced in Class Action litigation.
2 There are no material conflicts between the claims of the representative
3 PLAINTIFF and the members of the CALIFORNIA CLASS that would
4 make class certification inappropriate. Counsel for the CALIFORNIA
5 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
6 Members.

7 38. In addition to meeting the statutory prerequisites to a Class Action, this action
8 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

9 (a) Without class certification and determination of declaratory, injunctive,
10 statutory and other legal questions within the class format, prosecution
11 of separate actions by individual members of the CALIFORNIA
12 CLASS will create the risk of:

13 1) Inconsistent or varying adjudications with respect to individual
14 members of the CALIFORNIA CLASS which would establish
15 incompatible standards of conduct for the parties opposing the
16 CALIFORNIA CLASS; and/or,

17 2) Adjudication with respect to individual members of the
18 CALIFORNIA CLASS which would as a practical matter be
19 dispositive of interests of the other members not party to the
20 adjudication or substantially impair or impede their ability to
21 protect their interests.

22 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
23 to act on grounds generally applicable to the CALIFORNIA CLASS,
24 making appropriate class-wide relief with respect to the CALIFORNIA
25 CLASS as a whole in that DEFENDANT failed to pay all wages due to
26 members of the CALIFORNIA CLASS as required by law;

27 1) With respect to the First Cause of Action, the final relief on
28 behalf of the CALIFORNIA CLASS sought does not relate

1 exclusively to restitution because through this claim
2 PLAINTIFF seeks declaratory relief holding that the
3 DEFENDANT's policy and practices constitute unfair
4 competition, along with declaratory relief, injunctive relief, and
5 incidental equitable relief as may be necessary to prevent and
6 remedy the conduct declared to constitute unfair competition;

7 (c) Common questions of law and fact exist as to the members of the
8 CALIFORNIA CLASS, with respect to the practices and violations of
9 California law as listed above, and predominate over any question
10 affecting only individual CALIFORNIA CLASS Members, and a Class
11 Action is superior to other available methods for the fair and efficient
12 adjudication of the controversy, including consideration of:

- 13 1) The interests of the members of the CALIFORNIA CLASS in
14 individually controlling the prosecution or defense of separate
15 actions in that the substantial expense of individual actions will
16 be avoided to recover the relatively small amount of economic
17 losses sustained by the individual CALIFORNIA CLASS
18 Members when compared to the substantial expense and burden
19 of individual prosecution of this litigation;
- 20 2) Class certification will obviate the need for unduly duplicative
21 litigation that would create the risk of:
 - 22 A. Inconsistent or varying adjudications with respect to
23 individual members of the CALIFORNIA CLASS, which
24 would establish incompatible standards of conduct for the
25 DEFENDANT; and/or,
 - 26 B. Adjudications with respect to individual members of the
27 CALIFORNIA CLASS would as a practical matter be
28 dispositive of the interests of the other members not

parties to the adjudication or substantially impair or
impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

39. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

(a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

- 1 (c) The members of the CALIFORNIA CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA CLASS before
3 the Court;
- 4 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
5 be able to obtain effective and economic legal redress unless the action
6 is maintained as a Class Action;
- 7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the acts of unfair competition, statutory violations
9 and other improprieties, and in obtaining adequate compensation for the
10 damages and injuries which DEFENDANT's actions have inflicted
11 upon the CALIFORNIA CLASS;
- 12 (f) There is a community of interest in ensuring that the combined assets of
13 DEFENDANT are sufficient to adequately compensate the members of
14 the CALIFORNIA CLASS for the injuries sustained;
- 15 (g) DEFENDANT has acted or refused to act on grounds generally
16 applicable to the CALIFORNIA CLASS, thereby making final class-
17 wide relief appropriate with respect to the CALIFORNIA CLASS as a
18 whole;
- 19 (h) The members of the CALIFORNIA CLASS are readily ascertainable
20 from the business records of DEFENDANT; and,
- 21 (i) Class treatment provides manageable judicial treatment calculated to
22 bring a efficient and rapid conclusion to all litigation of all wage and
23 hour related claims arising out of the conduct of DEFENDANT as to
24 the members of the CALIFORNIA CLASS.

25 40. DEFENDANT maintains records from which the Court can ascertain and
26 identify by job title each of DEFENDANT's employees who have been intentionally
27 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
28

1 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
2 similarly situated employees when they have been identified.

3
4 **THE CALIFORNIA LABOR SUB-CLASS**

5 41. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
6 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all
7 individuals who are or previously were employed by DEFENDANT in the State of
8 California that either 1) were classified as non-exempt, or 2) whose positions were classified
9 as exempt but were re-classified as non-exempt (the "CALIFORNIA LABOR SUB-
10 CLASS") at any time during the period of December 13, 2018 through preliminary approval
11 of the settlement or March 31, 2024, whichever is earlier (the "CALIFORNIA LABOR
12 SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in
13 controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is
14 under five million dollars (\$5,000,000.00).

15 42. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
16 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
17 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
18 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
19 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
20 these employees, even though DEFENDANT enjoyed the benefit of this work, required
21 employees to perform this work and permitted or suffered to permit this work.
22 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
23 which these employees are entitled in order to unfairly cheat the competition and unlawfully
24 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
25 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
26 should be adjusted accordingly.

27 43. DEFENDANT maintains records from which the Court can ascertain and
28

1 identify by name and job title, each of DEFENDANT's employees who have been
2 intentionally subjected to DEFENDANT's company policy, practices and procedures as
3 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
4 additional job titles of similarly situated employees when they have been identified.

5 44. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
6 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

7 45. Common questions of law and fact exist as to members of the CALIFORNIA
8 LABOR SUB-CLASS, including, but not limited, to the following:

- 9 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
10 pay compensation due to members of the CALIFORNIA LABOR
11 SUB-CLASS for missed meal and rest breaks in violation of the
12 California Labor Code and California regulations and the applicable
13 California Wage Order;
- 14 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
15 members of the CALIFORNIA LABOR SUB-CLASS with accurate
16 itemized wage statements;
- 17 (c) Whether DEFENDANT has engaged in unfair competition by the
18 above-listed conduct;
- 19 (d) The proper measure of damages and penalties owed to the members of
20 the CALIFORNIA LABOR SUB-CLASS; and,
- 21 (e) Whether DEFENDANT's conduct was willful.

22 46. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
23 CLASS under California law by:

- 24 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
25 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
26 CLASS all wages due for overtime worked, for which DEFENDANT is
27 liable pursuant to Cal. Lab. Code § 1194;
- 28

- (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;
- (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;
- (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment; and,
- (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the discharge of their job duties.

47. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

- 1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
2 issues that are raised in this Complaint are common to the
3 CALIFORNIA LABOR SUB-CLASS and will apply to every member
4 of the CALIFORNIA LABOR SUB-CLASS;
- 5 (c) The claims of the representative PLAINTIFF are typical of the claims
6 of each member of the CALIFORNIA LABOR SUB-CLASS.
7 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
8 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
9 was subjected to the DEFENDANT's practice and policy which failed
10 to pay the correct amount of wages due to the CALIFORNIA LABOR
11 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
12 DEFENDANT's employment practices. PLAINTIFF and the members
13 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
14 identically harmed by the same unlawful, deceptive, and unfair
15 misconduct engaged in by DEFENDANT; and,
- 16 (d) The representative PLAINTIFF will fairly and adequately represent and
17 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and
18 has retained counsel who are competent and experienced in Class
19 Action litigation. There are no material conflicts between the claims of
20 the representative PLAINTIFF and the members of the CALIFORNIA
21 LABOR SUB-CLASS that would make class certification
22 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
23 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
24 CLASS Members.

25 48. In addition to meeting the statutory prerequisites to a Class Action, this action
26 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 27 (a) Without class certification and determination of declaratory, injunctive,
28 statutory and other legal questions within the class format, prosecution

1 of separate actions by individual members of the CALIFORNIA
2 LABOR SUB-CLASS will create the risk of:

- 3 1) Inconsistent or varying adjudications with respect to individual
4 members of the CALIFORNIA LABOR SUB-CLASS which
5 would establish incompatible standards of conduct for the
6 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
7 2) Adjudication with respect to individual members of the
8 CALIFORNIA LABOR SUB-CLASS which would as a
9 practical matter be dispositive of interests of the other members
10 not party to the adjudication or substantially impair or impede
11 their ability to protect their interests.

12 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
13 acted or refused to act on grounds generally applicable to the
14 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
15 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
16 whole in that DEFENDANT fails to pay all wages due. Including the
17 correct wages for all time worked by the members of the
18 CALIFORNIA LABOR SUB-CLASS as required by law;

19 (c) Common questions of law and fact predominate as to the members of
20 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
21 and violations of California Law as listed above, and predominate over
22 any question affecting only individual CALIFORNIA LABOR SUB-
23 CLASS Members, and a Class Action is superior to other available
24 methods for the fair and efficient adjudication of the controversy,
25 including consideration of:

- 26 1) The interests of the members of the CALIFORNIA LABOR
27 SUB-CLASS in individually controlling the prosecution or
28 defense of separate actions in that the substantial expense of

1 individual actions will be avoided to recover the relatively small
2 amount of economic losses sustained by the individual
3 CALIFORNIA LABOR SUB-CLASS Members when compared
4 to the substantial expense and burden of individual prosecution
5 of this litigation;

- 6 2) Class certification will obviate the need for unduly duplicative
7 litigation that would create the risk of:
- 8 A. Inconsistent or varying adjudications with respect to
9 individual members of the CALIFORNIA LABOR SUB-
10 CLASS, which would establish incompatible standards of
11 conduct for the DEFENDANT; and/or,
 - 12 B. Adjudications with respect to individual members of the
13 CALIFORNIA LABOR SUB-CLASS would as a
14 practical matter be dispositive of the interests of the other
15 members not parties to the adjudication or substantially
16 impair or impede their ability to protect their interests;
- 17 3) In the context of wage litigation because a substantial number of
18 individual CALIFORNIA LABOR SUB-CLASS Members will
19 avoid asserting their legal rights out of fear of retaliation by
20 DEFENDANT, which may adversely affect an individual's job
21 with DEFENDANT or with a subsequent employer, the Class
22 Action is the only means to assert their claims through a
23 representative; and,
- 24 4) A class action is superior to other available methods for the fair
25 and efficient adjudication of this litigation because class
26 treatment will obviate the need for unduly and unnecessary
27 duplicative litigation that is likely to result in the absence of
28

1 certification of this action pursuant to Cal. Code of Civ. Proc. §
2 382.

3 49. This Court should permit this action to be maintained as a Class Action
4 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 5 (a) The questions of law and fact common to the CALIFORNIA LABOR
6 SUB-CLASS predominate over any question affecting only individual
7 CALIFORNIA LABOR SUB-CLASS Members;
- 8 (b) A Class Action is superior to any other available method for the fair
9 and efficient adjudication of the claims of the members of the
10 CALIFORNIA LABOR SUB-CLASS because in the context of
11 employment litigation a substantial number of individual
12 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
13 their rights individually out of fear of retaliation or adverse impact on
14 their employment;
- 15 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
16 numerous that it is impractical to bring all members of the
17 CALIFORNIA LABOR SUB-CLASS before the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
19 Members, will not be able to obtain effective and economic legal
20 redress unless the action is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the acts of unfair competition, statutory violations
23 and other improprieties, and in obtaining adequate compensation for the
24 damages and injuries which DEFENDANT's actions have inflicted
25 upon the CALIFORNIA LABOR SUB-CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of
27 DEFENDANT are sufficient to adequately compensate the members of
28 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally
2 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
3 making final class-wide relief appropriate with respect to the
4 CALIFORNIA LABOR SUB-CLASS as a whole;
- 5 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
6 ascertainable from the business records of DEFENDANT. The
7 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
8 CLASS Members who worked for DEFENDANT in California at any
9 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 10 (i) Class treatment provides manageable judicial treatment calculated to
11 bring a efficient and rapid conclusion to all litigation of all wage and
12 hour related claims arising out of the conduct of DEFENDANT as to
13 the members of the CALIFORNIA LABOR SUB-CLASS.

14
15 **FIRST CAUSE OF ACTION**

16 **For Unlawful Business Practices**

17 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

18 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

19 50. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
20 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
21 this Complaint.

22 51. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
23 Code § 17021.

24 52. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
25 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
26 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
27 competition as follows:
28

1 Any person who engages, has engaged, or proposes to engage in unfair
2 competition may be enjoined in any court of competent jurisdiction. The court
3 may make such orders or judgments, including the appointment of a receiver,
4 as may be necessary to prevent the use or employment by any person of any
5 practice which constitutes unfair competition, as defined in this chapter, or as
6 may be necessary to restore to any person in interest any money or property,
7 real or personal, which may have been acquired by means of such unfair
8 competition.

9 Cal. Bus. & Prof. Code § 17203.

10 53. By the conduct alleged herein, DEFENDANT has engaged and continues to
11 engage in a business practice which violates California law, including but not limited to, the
12 applicable Industrial Wage Order(s), the California Code of Regulations and the California
13 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
14 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
15 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
16 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
17 held to constitute unfair competition, including restitution of wages wrongfully withheld.

18 54. By the conduct alleged herein, DEFENDANT's practices were unlawful and
19 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
20 unscrupulous or substantially injurious to employees, and were without valid justification or
21 utility for which this Court should issue equitable and injunctive relief pursuant to Section
22 17203 of the California Business & Professions Code, including restitution of wages
23 wrongfully withheld.

24 55. By the conduct alleged herein, DEFENDANT's practices were deceptive and
25 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
26 mandated meal and rest periods, the required amount of compensation for missed meal and
27 rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
28 to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
Standards Act overtime wages due for overtime worked as a result of failing to include non-
discretionary incentive compensation into their regular rates of pay for purposes of
computing the proper overtime pay due to a business practice that cannot be justified,

1 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
2 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
3 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
4 restitution of wages wrongfully withheld.

5 56. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
6 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
7 the other members of the CALIFORNIA CLASS to be underpaid during their employment
8 with DEFENDANT.

9 57. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
10 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
11 provide all legally required meal breaks to PLAINTIFF and the other members of the
12 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

13 58. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
14 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
15 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
16 pay for each workday in which a second off-duty meal period was not timely provided for
17 each ten (10) hours of work.

18 59. PLAINTIFF further demands on behalf of herself and each member of the
19 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
20 duty paid rest period was not timely provided as required by law.

21 60. Additionally, with respect to CLASS MEMBERS in the positions of Anti-Evil
22 Operations Specialist and Anti-Evil Operations Specialist II (collectively referred to as the
23 "Safeguard Class") on the basis that they were exposed to disturbing images and sounds
24 without adequate safeguards ("Safeguard Claim") that caused injury to the Safeguard Class,
25 including, but not limited to, mental health issues and economic loss. By this conduct
26 alleged with respect to the Safeguard Class, DEFENDANT has engaged and continues to
27 engage in a business practice which violates California law, for which this Court should
28 issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as

1 may be necessary to prevent and remedy the conduct held to constitute unfair competition,
2 including restitution of wages wrongfully withheld.

3 61. By the conduct alleged with respect to the Safeguard Claim as applicable to
4 the Safeguard Class, DEFENDANT's practices were unlawful and unfair in that these
5 practices violate public policy, were immoral, unethical, oppressive, unscrupulous or
6 substantially injurious to employees, and were without valid justification or utility for which
7 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
8 California Business & Professions Code, including restitution of wages wrongfully
9 withheld.

10 62. By the conduct alleged herein with respect to the Safeguard Claim as
11 applicable to the Safeguard Class, DEFENDANT's practices were deceptive and fraudulent
12 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. &
13 Prof. Code § 17203, including restitution of wages wrongfully withheld.

14 63. By the conduct alleged herein with respect to the Safeguard Claim as
15 applicable to the Safeguard Class, DEFENDANT's practices were also unlawful, unfair and
16 deceptive.

17 64. By and through the unlawful and unfair business practices described herein
18 with respect to the Safeguard Claim as applicable to the Safeguard Class, DEFENDANT has
19 obtained valuable property, money and services from PLAINTIFF and the other members of
20 the Safeguard Class all to the detriment of these employees and to the benefit of
21 DEFENDANT so as to allow DEFENDANT to unfairly compete against competitors who
22 comply with the law.

23 65. All the acts described herein with respect to the Safeguard Claim applicable to
24 the Safeguard Class and the other members of the CALIFORNIA CLASS as violations of,
25 among other things, the Industrial Welfare Commission Wage Orders, the California Code
26 of Regulations, and the California Labor Code, were unlawful and in violation of public
27 policy, were immoral, unethical, oppressive and unscrupulous, were deceptive, and thereby
28

1 constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus. & Prof.
2 Code §§ 17200, *et seq.*

3 66. PLAINTIFF and the other members of the CALIFORNIA CLASS and other
4 members of the Safeguard Class with respect to the Safeguard Claim are entitled to, and do,
5 seek such relief as may be necessary to restore to them the money and property which
6 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
7 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
8 unfair business practices, including earned but unpaid wages for all time worked.

9 67. PLAINTIFF and the other members of the CALIFORNIA CLASS and other
10 members of the Safeguard Class with respect to the Safeguard Claim are further entitled to,
11 and do, seek a declaration that the described business practices are unlawful, unfair and
12 deceptive, and that injunctive relief should be issued restraining DEFENDANT from
13 engaging in any unlawful and unfair business practices in the future.

14 68. PLAINTIFF and the other members of the CALIFORNIA CLASS and other
15 members of the Safeguard Class with respect to the Safeguard Claim have no plain, speedy
16 and/or adequate remedy at law that will end the unlawful and unfair business practices of
17 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
18 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and
19 the other members of the CALIFORNIA CLASS have suffered and will continue to suffer
20 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
21 engage in these unlawful and unfair business practices.

22
23 **SECOND CAUSE OF ACTION**

24 **For Failure To Pay Minimum Wages**

25 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

26 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

27 **and Against All Defendants)**

1 69. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
2 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
3 paragraphs of this Complaint.

4 70. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
6 California Labor Code and the Industrial Welfare Commission requirements for
7 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and
8 CALIFORNIA CLASS Members.

9 71. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
10 public policy, an employer must timely pay its employees for all hours worked.

11 72. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
12 the commission is the minimum wage to be paid to employees, and the payment of a less
13 wage than the minimum so fixed is unlawful.

14 73. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
15 wages, including minimum wage compensation and interest thereon, together with the costs
16 of suit.

17 74. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
18 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
19 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
20 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
21 other members of the CALIFORNIA LABOR SUB-CLASS.

22 75. DEFENDANT's unlawful wage and hour practices manifested, without
23 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
24 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
25 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
26 wage pay.

27 76. In committing these violations of the California Labor Code, DEFENDANT
28 inaccurately calculated the correct time worked and consequently underpaid the actual time

1 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
2 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
3 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
4 requirements and other applicable laws and regulations.

5 77. As a direct result of DEFENDANT's unlawful wage practices as alleged
6 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
7 not receive the correct minimum wage compensation for their time worked for
8 DEFENDANT.

9 78. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
10 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
11 Members to work without paying them for all the time they were under DEFENDANT's
12 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
13 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
14 that they were entitled to, constituting a failure to pay all earned wages.

15 79. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
16 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
17 CLASS for the true time they worked, PLAINTIFF and the other members of the
18 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
19 injury in amounts which are presently unknown to them and which will be ascertained
20 according to proof at trial.

21 80. DEFENDANT knew or should have known that PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
23 time worked. DEFENDANT elected, either through intentional malfeasance or gross
24 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
25 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
26 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
27 wages for their time worked.
28

1 81. In performing the acts and practices herein alleged in violation of California
2 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
3 CLASS for all time worked and provide them with the requisite compensation,
4 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
5 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
6 with a conscious and utter disregard for their legal rights, or the consequences to them, and
7 with the despicable intent of depriving them of their property and legal rights, and otherwise
8 causing them injury in order to increase company profits at the expense of these employees.

9 82. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
10 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
11 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
12 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
13 extent minimum wage compensation is determined to be owed to the CALIFORNIA
14 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
15 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
16 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
17 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
18 conduct as alleged herein was willful, intentional and not in good faith. Further,
19 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
20 and recover statutory costs.

21
22 **THIRD CAUSE OF ACTION**

23 **For Failure To Pay Overtime Compensation**

24 **[Cal. Lab. Code § 510]**

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
26 **Defendants)**

1 83. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
2 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
3 paragraphs of this Complaint.

4 84. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
6 California Labor Code and the Industrial Welfare Commission requirements for
7 DEFENDANT's failure to pay these employees for all overtime worked, including, work
8 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
9 and/or forty (40) hours in any workweek.

10 85. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
11 public policy, an employer must timely pay its employees for all hours worked.

12 86. Cal. Lab. Code § 510 further provides that employees in California shall not
13 be employed more than eight (8) hours per workday and more than forty (40) hours per
14 workweek unless they receive additional compensation beyond their regular wages in
15 amounts specified by law.

16 87. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
17 wages, including minimum wage and overtime compensation and interest thereon, together
18 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
19 employee for longer hours than those fixed by the Industrial Welfare Commission is
20 unlawful.

21 88. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
22 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
23 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
24 including overtime work.

25 89. DEFENDANT's unlawful wage and hour practices manifested, without
26 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
27 implementing a policy and practice that failed to accurately record overtime worked by
28 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate

1 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
2 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
3 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
4 workweek.

5 90. In committing these violations of the California Labor Code, DEFENDANT
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
7 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
8 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
9 violation of the California Labor Code, the Industrial Welfare Commission requirements and
10 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage
11 practices as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA
12 LABOR SUB-CLASS did not receive full compensation for overtime worked.

13 91. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
14 from the overtime requirements of the law. None of these exemptions are applicable to the
15 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
16 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
17 subject to a valid collective bargaining agreement that would preclude the causes of action
18 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
19 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
20 of non-negotiable, non-waiveable rights provided by the State of California.

21 92. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
22 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
23 overtime worked that they are entitled to, constituting a failure to pay all earned wages..

24 93. DEFENDANT failed to accurately pay the PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
26 worked which was in excess of the maximum hours permissible by law as required by Cal.
27 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime

1 as to which DEFENDANT failed to accurately record and pay as evidenced by
2 DEFENDANT's business records and witnessed by employees.

3 94. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
4 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
6 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
7 injury in amounts which are presently unknown to them and which will be ascertained
8 according to proof at trial.

9 95. DEFENDANT knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
11 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
13 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
14 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

15 96. In performing the acts and practices herein alleged in violation of California
16 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
17 CLASS for all overtime worked and provide them with the requisite overtime compensation,
18 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
19 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
20 with a conscious of and utter disregard for their legal rights, or the consequences to them,
21 and with the despicable intent of depriving them of their property and legal rights, and
22 otherwise causing them injury in order to increase company profits at the expense of these
23 employees.

24 97. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
25 CLASS therefore request recovery of all overtime wages, according to proof, interest,
26 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
27 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
28 extent minimum and/or overtime compensation is determined to be owed to the

1 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
2 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
3 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
4 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
5 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
6 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
7 are entitled to seek and recover statutory costs.

8 **FOURTH CAUSE OF ACTION**

9 **For Failure to Provide Required Meal Periods**

10 **[Cal. Lab. Code §§ 226.7 & 512]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 98. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 99. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
17 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
18 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
19 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA
20 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
21 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
22 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
23 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
24 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
25 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
26 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
27 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
28

1 second off-duty meal period in some workdays in which these employees were required by
2 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
3 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
4 breaks without additional compensation and in accordance with DEFENDANT's strict
5 corporate policy and practice.

6 100. DEFENDANT further violates California Labor Code §§ 226.7 and the
7 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
8 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
9 the applicable Wage Order, one additional hour of compensation at each employee's regular
10 rate of pay for each workday that a meal period was not provided.

11 101. As a proximate result of the aforementioned violations, PLAINTIFF and
12 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
13 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
14 suit.

15
16 **FIFTH CAUSE OF ACTION**

17 **For Failure to Provide Required Rest Periods**

18 **[Cal. Lab. Code §§ 226.7 & 512]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
20 **Defendants)**

21 102. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
22 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
23 paragraphs of this Complaint.

24 103. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
25 from time to time required to work in excess of four (4) hours without being provided ten
26 (10) minute rest periods. Further, these employees from time to time were denied their first
27 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
28 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of

1 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
2 (10) minutes for some shifts worked of ten (10) hours or more from time to time.
3 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
4 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
5 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
6 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

7 104. DEFENDANT further violated California Labor Code §§ 226.7 and the
8 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
9 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with
10 the applicable Wage Order, one additional hour of compensation at each employee's regular
11 rate of pay for each workday that rest period was not provided.

12 105. As a proximate result of the aforementioned violations, PLAINTIFF and
13 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
14 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
15 suit.

16 17 **SIXTH CAUSE OF ACTION**

18 **For Failure to Provide Accurate Itemized Statements**

19 **[Cal. Lab. Code § 226]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 106. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
23 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
24 paragraphs of this Complaint.

25 107. Cal. Labor Code § 226 provides that an employer must furnish employees
26 with an "accurate itemized" statement in writing showing:

- 27 (1) gross wages earned,
28 (2) total hours worked by the employee, except for any employee whose
compensation is solely based on a salary and who is exempt from payment of

1 overtime under subdivision (a) of Section 515 or any applicable order of the
2 Industrial Welfare Commission,
3 (3) the number of piecerate units earned and any applicable piece rate if the employee
4 is paid on a piece-rate basis,
5 (4) all deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item,
7 (5) net wages earned,
8 (6) the inclusive dates of the period for which the employee is paid,
9 (7) the name of the employee and his or her social security number, except that by
10 January 1, 2008, only the last four digits of his or her social security number or an
11 employee identification number other than a social security number may be shown on
12 the itemized statement,
13 (8) the name and address of the legal entity that is the employer, and
14 (9) all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee.

16 108. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
17 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
18 wage statements which failed to show, among other things, the correct gross and net wages
19 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
20 employees with an accurate itemized wage statement in writing showing, among other
21 things, gross wages earned and all applicable hourly rates in effect during the pay period and
22 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
23 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
24 wage statements should reflect all applicable hourly rates during the pay period and the total
25 hours worked, and the applicable pay period in which the wages were earned pursuant to
26 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
27 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
28 such information. More specifically, the wage statements failed to identify the accurate total
hours worked each pay period. When the hours shown on the wage statements were added
up, they did not equal the actual total hours worked during the pay period in violation of
Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
CLASS with wage statements which violated Cal. Lab. Code § 226.

1 109. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
2 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
3 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
4 expended calculating the correct wages for all missed meal and rest breaks and the amount
5 of employment taxes which were not properly paid to state and federal tax authorities.
6 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
7 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
8 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
9 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
10 226, in an amount according to proof at the time of trial (but in no event more than four
11 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
12 CALIFORNIA LABOR SUB-CLASS herein).

13
14 **SEVENTH CAUSE OF ACTION**

15 **For Failure to Reimburse Employees for Required Expenses**

16 **[Cal. Lab. Code § 2802]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
18 **Defendants)**

19 110. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
20 reallege and incorporate by this reference, as though fully set forth herein, the prior
21 paragraphs of this Complaint.

22 111. Cal. Lab. Code § 2802 provides, in relevant part, that:

23 An employer shall indemnify his or her employee for all necessary
24 expenditures or losses incurred by the employee in direct consequence of the
25 discharge of his or her duties, or of his or her obedience to the directions of the
26 employer, even though unlawful, unless the employee, at the time of obeying
27 the directions, believed them to be unlawful.

28 112. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-

1 CLASS members for required expenses incurred in the discharge of their job duties for
2 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
3 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
4 limited to, costs related to using their personal cellular phones on behalf of and for the
5 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
6 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
7 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
8 and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
9 CLASS members for expenses resulting from using their personal cellular phones and home
10 offices for DEFENDANT within the course and scope of their employment for
11 DEFENDANT. These expenses were necessary to complete their principal job duties.
12 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
13 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
14 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
15 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
16 these expenses as an employer is required to do under the laws and regulations of California.

17 113. PLAINTIFF therefore demands reimbursement for expenditures or losses
18 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
19 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
20 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

21
22 **EIGHTH CAUSE OF ACTION**

23 **For Failure to Pay Wages When Due**

24 **[Cal. Lab. Code §§ 201, 202, 203]**

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
26 **and Against All Defendants)**
27
28

1 114. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
2 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
3 paragraphs of this Complaint.

4 115. Cal. Lab. Code § 200 provides, in relevant part, that:

5 As used in this article:

6 (a) "Wages" includes all amounts for labor performed by employees of
every description, whether the amount is fixed or ascertained by the
standard of time, task, piece, Commission basis, or other method of calculation.

7 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
agreement if the labor to be paid for is performed personally by the person
8 demanding payment.

9 116. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
10 discharges an employee, the wages earned and unpaid at the time of discharge are due and
11 payable immediately."

12 117. Cal. Lab. Code § 202 provides, in relevant part, that:

13 If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not
14 later than 72 hours thereafter, unless the employee has given 72 hours
previous notice of his or her intention to quit, in which case the employee
15 is entitled to his or her wages at the time of quitting. Notwithstanding any
other provision of law, an employee who quits without providing a 72-
16 hour notice shall be entitled to receive payment by mail if he or she so
requests and designates a mailing address. The date of the mailing shall
17 constitute the date of payment for purposes of the requirement to provide
payment within 72 hours of the notice of quitting.

18 118. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
19 SUB-CLASS Members' employment contract.

20 119. Cal. Lab. Code § 203 provides, in relevant part, that:

21 If an employer willfully fails to pay, without abatement or reduction, in
22 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
23 continue as a penalty from the due date thereof at the same rate until paid
or until an action therefor is commenced; but the wages shall not continue
24 for more than 30 days.

25 120. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
26 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
27 owed as required by law.

28 121. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the

1 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
2 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
3 of pay as penalty for not paying all wages due at time of termination for all employees who
4 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
5 demands an accounting and payment of all wages due, plus interest and statutory costs as
6 allowed by law.

7
8 **NINTH CAUSE OF ACTION**

9 **For Failure to Pay Sick Pay Wages**

10 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

12 **and Against All Defendants)**

13 122. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 123. Cal Lab. Code § 233 provides that an employer must permit an employee to
17 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
18 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
19 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
20 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
21 right to sick pay wages, which an employer must calculate and compensate based on one of
22 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
23 same manner as the regular rate of pay for the workweek in which the employee uses paid
24 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
25 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
26 total wages, not including overtime premium pay, by the employee's total hours worked in
27 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
28 233, employees may sue to recover underpaid sick pay wages as damages.

1 124. As a matter of policy and practice, DEFENDANT pays sick pay wages to
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
3 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
4 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
5 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
6 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
7 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-
8 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
9 employee's total wages, not including overtime premium pay, by the employee's total hours
10 worked in the full pay periods of the prior 90 days of employment. As a result,
11 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
12 CALIFORNIA LABOR-SUB-CLASS.

13 125. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
14 during each calendar month and are to be paid no later than the payday for the next regular
15 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
16 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
17 no later than the payday for the next regular payroll period after accrued sick leave is used
18 as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges
19 an employee, wages earned and unpaid at the time of discharge are due and payable
20 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
21 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
22 the employee has given 72-hour notice of his or her intention to quit, in which case the
23 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
24 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
25 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
26 wages of the employee shall continue as a penalty from the due date, and at the same rate
27 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
28 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely

1 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
2 sue to recover applicable penalties.

3 126. As alleged herein and as a matter of policy and practice, DEFENDANT
4 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
5 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
6 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
7 among other Labor Code provisions. PLAINTIFF is informed and believes that
8 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
9 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
10 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
11 include those benefits to which an employee is entitled as a part of his or her compensation,
12 including money, room, board, clothing, vacation pay, *and sick pay.*" *Murphy v. Kenneth*
13 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
14 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
15 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
16 penalties.

17 127. Such a pattern, practice, and uniform administration of corporate policy is
18 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-
19 SUB-CLASS to underpaid sick pay wages, including in

20
21 **TENTH CAUSE OF ACTION**

22 **[Disability Discrimination and Retaliation For the Exercise of Rights Guaranteed**
23 **Under the FEHA, Participating in Protected Activities, and/or Opposing**
24 **DEFENDANT's Failure to Provide Such Rights]**
25 **Violation of FEHA Government Section 12900, *et. seq.***
26 **(By PLAINTIFF Against All Defendants)**

27 128. PLAINTIFF realleges and incorporates by reference, as though fully set forth
28 herein, the prior paragraphs of this Complaint.

1 129. Every day, DEFENDANT's users post thousands of videos, images, and live
2 streamed broadcasts of child sexual abuse, rape, torture, bestiality, beheadings, suicide and
3 murder. To maintain a sanitized platform, maximize its already vast profits, and cultivate its
4 public image, DEFENDANT relies on people like PLAINTIFF - known as "content
5 moderators" to view those posts and remove any that violate the corporation's terms of use.
6 PLAINTIFF witness hundreds of acts of extreme and graphic violence. As a result of the
7 continuous and unmitigated exposure to the disturbing content through DEFENDANT's
8 content review systems, PLAINTIFF developed and suffered from significant psychological
9 trauma and/or post-traumatic stress disorder. Numerous times throughout 2021 and 2022,
10 continuing throughout the rest of her employment, PLAINTIFF consulted and requested for
11 an accommodation to be made for her PTSD, anxiety and mental health disorders that
12 stemmed from working as a moderator on DEFENDANT's online content platform.
13 PLAINTIFF was subjected to very extreme content in her role with DEFENDANT. Content
14 that included, but was not limited to, live stream shooting massacres, child sex abuse
15 materials, depictions of bestiality, and extreme gore, among other things. Over time,
16 PLAINTIFF developed mental health disorders and panic attacks due to the extreme nature
17 of the content she was assigned to moderate from DEFENDANT. DEFENDANT could have
18 accommodated PLAINTIFF by placing her in a similar role that precluded PLAINTIFF
19 from being exposed to the graphic content that caused her mental disorder, but
20 PLAINTIFF's complaints to the Human Resources Business Partner, Mara Figueroa (and
21 other Reddit Managers who oversaw PLAINTIFF's work) fell on deaf ears time and time
22 again. Finally, PLAINTIFF was forced to go out on a ten (10) week medical leave in March
23 of 2022 as a result of her mental condition deteriorating and being diagnosed with PTSD
24 symptoms. When PLAINTIFF returned in to work with DEFENDANT in May of 2022,
25 PLAINTIFF again suffered mental and physical issues as a result of the stress caused by
26 DEFENDANT's failure to accommodate her requests to be placed in a role that would avoid
27 her being exposed to the extreme violence and other harmful content. During this time,
28 PLAINTIFF was plagued with ongoing work pressures, obligations, and mistreatment by

1 her supervisors, including but not limited to, belittling and making false accusations about
2 PLAINTIFF's performance. Furthermore, the continuous stress from work caused
3 PLAINTIFF to feel afraid of logging into DEFENDANT's computer system to moderate the
4 content.

5 130. Moreover, DEFENDANT discriminated against and failed to reasonably
6 accommodate PLAINTIFF for her mental and physical disabilities. PLAINTIFF herein
7 alleges that the actions taken by employees of DEFENDANT against PLAINTIFF occurred
8 within the normal scope and course of these individuals' employment with DEFENDANT.
9 PLAINTIFF further alleges that these employees were PLAINTIFF's supervisors while
10 PLAINTIFF was employed by DEFENDANT. However, PLAINTIFF's request for
11 accommodation fell on deaf ears, as DEFENDANT failed to respond to PLAINTIFF's
12 requests. Left with no other choice, On or around September 9, 2022, PLAINTIFF made the
13 decision to resign from her employment due to the hostile and discriminatory environment
14 described above and DEFENDANT's failure to take her complaints regarding her mental
15 health seriously and accommodate her disability.. At all times hereto, the California
16 Government Code Section 12940(a), was in full force and effect and was binding upon
17 DEFENDANT. This subsection precludes an employer because of the physical disability,
18 mental disability, medical condition and/or gender (amongst other things), to refuse to hire
19 or employ the person or to refuse to select the person for a training program leading to
20 employment, or to bar or discharge the person from employment, or to discriminate against
21 the person in compensation or in terms, conditions, or privileges of employment.

22 131. Prior to filing this action, PLAINTIFF exhausted her administrative remedies
23 by filing a timely administrative complaint with the Department of Fair Employment and
24 Housing ("DFEH") and received a DFEH right-to-sue letter on November 2, 2022.

25 132. DEFENDANT's conduct, as alleged, violated FEHA, Government Code
26 Section 12900, *et seq.*, and DEFENDANT committed unlawful employment practices,
27 including the following bases for liability:
28

1 133. Taking adverse employment actions against PLAINTIFF, including
2 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
3 otherwise discriminating against PLAINTIFF, in whole or in part on the basis of
4 PLAINTIFF's disability in violation of Government Code Section 12940(a);

5 134. Harassing PLAINTIFF and/or creating a hostile work environment, in whole
6 or in part on the basis of PLAINTIFF's disability, and/or having taken FMLA leave in
7 violation of Government Code Section 12940(j);

8 135. Failing to take all reasonable steps to prevent discrimination and harassment
9 based on disability in violation of Government Code section 12940(k);

10 136. Retaliating against PLAINTIFF for seeking to exercise rights guaranteed
11 under FEHA, participating in protected activities, and/or opposing DEFENDANT's failure
12 to provide such rights, in violation of Government Code Section 12940(h).

13 137. As a proximate result of DEFENDANT's willful, knowing, and intentional
14 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
15 substantial losses of earnings and other employment benefits.

16 138. As a proximate result of DEFENDANT's willful, knowing, and intentional
17 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
18 humiliation, emotional distress, and physical and mental pain and anguish, all to his damage
19 in a sum according to proof.

20 139. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
21 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
22 reasonable attorneys' fees and costs (including expert costs) in an amount according to
23 proof.

24 140. DEFENDANT's misconduct was committed intentionally, in a malicious,
25 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
26 against DEFENDANT.

ELEVENTH CAUSE OF ACTION

For Failure to Engage in the Interactive Process

[Cal. Gov. Code § 12940(n)]

(By PLAINTIFF and Against All Defendants)

141. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

142. DEFENDANT was an employer who met all of the requisite requirements set forth under the California Fair Employment and Housing Act.

143. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code § 12926(j).

144. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code § 12926(m).

145. DEFENDANT was aware that PLAINTIFF suffered from a physical disability, as set forth herein.

146. Every day, DEFENDANT's users post thousands of videos, images, and live streamed broadcasts of child sexual abuse, rape, torture, bestiality, beheadings, suicide and murder. To maintain a sanitized platform, maximize its already vast profits, and cultivate its public image, DEFENDANT relies on people like PLAINTIFF - known as "content moderators" to view those posts and remove any that violate the corporation's terms of use. PLAINTIFF witness hundreds of acts of extreme and graphic violence. As a result of the continuous and unmitigated exposure to the disturbing content through DEFENDANT's content review systems, PLAINTIFF developed and suffered from significant psychological trauma and/or post-traumatic stress disorder. Numerous times throughout 2021 and 2022, continuing throughout the rest of her employment, PLAINTIFF consulted and requested for an accommodation to be made for her PTSD, anxiety and mental health disorders that stemmed from working as a moderator on DEFENDANT's online content platform. PLAINTIFF was subjected to very extreme content in her role with DEFENDANT. Content that included, but was not limited to, live stream shooting massacres, child sex abuse materials, depictions of

1 bestiality, and extreme gore, among other things. Over time, PLAINTIFF developed mental
2 health disorders and panic attacks due to the extreme nature of the content she was assigned to
3 moderate from DEFENDANT. DEFENDANT could have accommodated PLAINTIFF by
4 placing her in a similar role that precluded PLAINTIFF from being exposed to the graphic
5 content that caused her mental disorder, but PLAINTIFF's complaints to the Human Resources
6 Business Partner, Mara Figueroa (and other Reddit Managers who oversaw PLAINTIFF's
7 work) fell on deaf ears time and time again. Finally, PLAINTIFF was forced to go out on a ten
8 (10) week medical leave in March of 2022 as a result of her mental condition deteriorating and
9 being diagnosed with PTSD symptoms. When PLAINTIFF returned in to work with
10 DEFENDANT in May of 2022, PLAINTIFF again suffered mental and physical issues as a
11 result of the stress caused by DEFENDANT's failure to accommodate her requests to be placed
12 in a role that would avoid her being exposed to the extreme violence and other harmful content.
13 During this time, PLAINTIFF was plagued with ongoing work pressures, obligations, and
14 mistreatment by her supervisors, including but not limited to, belittling and making false
15 accusations about PLAINTIFF's performance. Furthermore, the continuous stress from work
16 caused PLAINTIFF to feel afraid of logging into DEFENDANT's computer system to moderate
17 the content.

18 147. Moreover, DEFENDANT discriminated against and failed to reasonably
19 accommodate PLAINTIFF for her mental and physical disabilities. PLAINTIFF herein alleges
20 that the actions taken by employees of DEFENDANT against PLAINTIFF occurred within the
21 normal scope and course of these individuals' employment with DEFENDANT. PLAINTIFF
22 further alleges that these employees were PLAINTIFF's supervisors while PLAINTIFF was
23 employed by DEFENDANT. However, PLAINTIFF's request for accommodation fell on deaf
24 ears, as DEFENDANT failed to respond to PLAINTIFF's requests. Left with no other choice,
25 On or around September 9, 2022, PLAINTIFF made the decision to resign from her
26 employment due to the hostile and discriminatory environment described above and
27 DEFENDANT's failure to take her complaints regarding her mental health seriously and
28 accommodate her disability.. At all times hereto, the California Government Code Section

1 12940(a), was in full force and effect and was binding upon DEFENDANT. This subsection
2 precludes an employer because of the physical disability, mental disability, medical condition
3 and/or gender (amongst other things), to refuse to hire or employ the person or to refuse to
4 select the person for a training program leading to employment, or to bar or discharge the
5 person from employment, or to discriminate against the person in compensation or in terms,
6 conditions, or privileges of employment..

7 148. Moreover, PLAINTIFF was more than willing to participate in an interactive
8 process to determine whether reasonable accommodations could be made without
9 DEFENDANT suffering any business or financial hardships.

10 149. DEFENDANT failed to participate in a timely and/or good faith interactive
11 process after PLAINTIFF requested reasonable accommodations. In fact, DEFENDANT failed
12 to respond to any of PLAINTIFF's communications regarding her request for accommodations.

13 150. As a result of DEFENDANT refusing to participate in a good faith interactive
14 process, PLAINTIFF was harmed in the form of emotional and physical pain and suffering.

15 151. DEFENDANT's failure to engage in a good faith interactive process was a
16 substantial factor in causing PLAINTIFF's harm.

17 152. The actions alleged herein were taken by managing agents and/or officers of
18 DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so
19 doing, said managing agents and/or officers of DEFENDANT acted with malice and oppression
20 as those terms are used in California Code of Civil Procedure § 3294. As such, PLAINTIFF is
21 entitled to an award of punitive damages.

22 153. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs
23 pursuant to Cal. Gov. Code § 12965(b).

24
25 **TWELFTH CAUSE OF ACTION**

26 **For Failure to Provide Reasonable Accommodation**

27 **[Cal. Gov. Code § 12940(m)]**

28 **(By PLAINTIFF and Against All Defendants)**

1 154. PLAINTIFF realleges and incorporates by reference, as though fully set forth
2 herein, the prior paragraphs of this Complaint.

3 155. DEFENDANT was an employer who met all of the requirements set forth under
4 the California Fair Employment and Housing Act.

5 156. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code
6 § 12926(j).

7 157. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code
8 § 12926(m).

9 158. DEFENDANT was aware that PLAINTIFF suffered from a physical disability
10 as set forth herein.

11 159. Every day, DEFENDANT's users post thousands of videos, images, and live
12 streamed broadcasts of child sexual abuse, rape, torture, bestiality, beheadings, suicide and
13 murder. To maintain a sanitized platform, maximize its already vast profits, and cultivate its
14 public image, DEFENDANT relies on people like PLAINTIFF - known as "content
15 moderators" to view those posts and remove any that violate the corporation's terms of use.
16 PLAINTIFF witness hundreds of acts of extreme and graphic violence. As a result of the
17 continuous and unmitigated exposure to the disturbing content through DEFENDANT's content
18 review systems, PLAINTIFF developed and suffered from significant psychological trauma
19 and/or post-traumatic stress disorder. Numerous times throughout 2021 and 2022, continuing
20 throughout the rest of her employment, PLAINTIFF consulted and requested for an
21 accommodation to be made for her PTSD, anxiety and mental health disorders that stemmed
22 from working as a moderator on DEFENDANT's online content platform. PLAINTIFF was
23 subjected to very extreme content in her role with DEFENDANT. Content that included, but
24 was not limited to, live stream shooting massacres, child sex abuse materials, depictions of
25 bestiality, and extreme gore, among other things. Over time, PLAINTIFF developed mental
26 health disorders and panic attacks due to the extreme nature of the content she was assigned to
27 moderate from DEFENDANT. DEFENDANT could have accommodated PLAINTIFF by
28 placing her in a similar role that precluded PLAINTIFF from being exposed to the graphic

1 content that caused her mental disorder, but PLAINTIFF's complaints to the Human Resources
2 Business Partner, Mara Figueroa (and other Reddit Managers who oversaw PLAINTIFF's
3 work) fell on deaf ears time and time again. Finally, PLAINTIFF was forced to go out on a ten
4 (10) week medical leave in March of 2022 as a result of her mental condition deteriorating and
5 being diagnosed with PTSD symptoms. When PLAINTIFF returned in to work with
6 DEFENDANT in May of 2022, PLAINTIFF again suffered mental and physical issues as a
7 result of the stress caused by DEFENDANT's failure to accommodate her requests to be placed
8 in a role that would avoid her being exposed to the extreme violence and other harmful content.
9 During this time, PLAINTIFF was plagued with ongoing work pressures, obligations, and
10 mistreatment by her supervisors, including but not limited to, belittling and making false
11 accusations about PLAINTIFF's performance. Furthermore, the continuous stress from work
12 caused PLAINTIFF to feel afraid of logging into DEFENDANT's computer system to moderate
13 the content.

14 160. Moreover, DEFENDANT discriminated against and failed to reasonably
15 accommodate PLAINTIFF for her mental and physical disabilities. PLAINTIFF herein alleges
16 that the actions taken by employees of DEFENDANT against PLAINTIFF occurred within the
17 normal scope and course of these individuals' employment with DEFENDANT. PLAINTIFF
18 further alleges that these employees were PLAINTIFF's supervisors while PLAINTIFF was
19 employed by DEFENDANT. However, PLAINTIFF's request for accommodation fell on deaf
20 ears, as DEFENDANT failed to respond to PLAINTIFF's requests. Left with no other choice,
21 On or around September 9, 2022, PLAINTIFF made the decision to resign from her
22 employment due to the hostile and discriminatory environment described above and
23 DEFENDANT's failure to take her complaints regarding her mental health seriously and
24 accommodate her disability.. At all times hereto, the California Government Code Section
25 12940(a), was in full force and effect and was binding upon DEFENDANT. This subsection
26 precludes an employer because of the physical disability, mental disability, medical condition
27 and/or gender (amongst other things), to refuse to hire or employ the person or to refuse to
28 select the person for a training program leading to employment, or to bar or discharge the

1 person from employment, or to discriminate against the person in compensation or in terms,
2 conditions, or privileges of employment.

3 161. DEFENDANT failed to provide PLAINTIFF with reasonable accommodation for
4 her mental and physical disabilities.

5 162. As a direct and proximate result of DEFENDANT refusing to provide
6 PLAINTIFF with reasonable accommodation, PLAINTIFF was met with a series of adverse
7 employment actions as set forth herein. As a further direct result of DEFENDANT's failure to
8 provide PLAINTIFF with a reasonable accommodation, PLAINTIFF was harmed in the form
9 of emotional and physical pain and suffering.

10 163. DEFENDANT's failure to provide reasonable accommodation was a substantial
11 factor in causing PLAINTIFF's harm.

12 164. The actions alleged herein were taken by managing agents and/or officers of
13 DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so
14 doing, said managing agents and/or officers of DEFENDANT acted with malice and oppression
15 as those terms are used in California Code of Civil Procedure § 3294. As such, PLAINTIFF is
16 entitled to an award of punitive damages.

17 165. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs
18 pursuant to Cal. Gov. Code § 12965(b).

19
20 **THIRTEENTH CAUSE OF ACTION**

21 **Constructive Discharge and Other Adverse Employment Actions**
22 **(By PLAINTIFF Against All Defendants)**

23 166. PLAINTIFF realleges and incorporates by reference, as though fully set forth
24 herein, the prior paragraphs of this Complaint.

25 167. Every day, DEFENDANT's users post thousands of videos, images, and live
26 streamed broadcasts of child sexual abuse, rape, torture, bestiality, beheadings, suicide and
27 murder. To maintain a sanitized platform, maximize its already vast profits, and cultivate its
28 public image, DEFENDANT relies on people like PLAINTIFF - known as "content

1 moderators” to view those posts and remove any that violate the corporation’s terms of use.
2 PLAINTIFF witness hundreds of acts of extreme and graphic violence. As a result of the
3 continuous and unmitigated exposure to the disturbing content through DEFENDANT’s
4 content review systems, PLAINTIFF developed and suffered from significant psychological
5 trauma and/or post-traumatic stress disorder. Numerous times throughout 2021 and 2022,
6 continuing throughout the rest of her employment, PLAINTIFF consulted and requested for
7 an accommodation to be made for her PTSD, anxiety and mental health disorders that
8 stemmed from working as a moderator on DEFENDANT’s online content platform.
9 PLAINTIFF was subjected to very extreme content in her role with DEFENDANT. Content
10 that included, but was not limited to, live stream shooting massacres, child sex abuse
11 materials, depictions of bestiality, and extreme gore, among other things. Over time,
12 PLAINTIFF developed mental health disorders and panic attacks due to the extreme nature
13 of the content she was assigned to moderate from DEFENDANT. DEFENDANT could have
14 accommodated PLAINTIFF by placing her in a similar role that precluded PLAINTIFF
15 from being exposed to the graphic content that caused her mental disorder, but
16 PLAINTIFF’s complaints to the Human Resources Business Partner, Mara Figueroa (and
17 other Reddit Managers who oversaw PLAINTIFF’s work) fell on deaf ears time and time
18 again. Finally, PLAINTIFF was forced to go out on a ten (10) week medical leave in March
19 of 2022 as a result of her mental condition deteriorating and being diagnosed with PTSD
20 symptoms. When PLAINTIFF returned in to work with DEFENDANT in May of 2022,
21 PLAINTIFF again suffered mental and physical issues as a result of the stress caused by
22 DEFENDANT’s failure to accommodate her requests to be placed in a role that would avoid
23 her being exposed to the extreme violence and other harmful content. During this time,
24 PLAINTIFF was plagued with ongoing work pressures, obligations, and mistreatment by
25 her supervisors, including but not limited to, belittling and making false accusations about
26 PLAINTIFF’s performance. Furthermore, the continuous stress from work caused
27 PLAINTIFF to feel afraid of logging into DEFENDANT’s computer system to moderate the
28 content.

1 168. Moreover, DEFENDANT discriminated against and failed to reasonably
2 accommodate PLAINTIFF for her mental and physical disabilities. PLAINTIFF herein
3 alleges that the actions taken by employees of DEFENDANT against PLAINTIFF occurred
4 within the normal scope and course of these individuals' employment with DEFENDANT.
5 PLAINTIFF further alleges that these employees were PLAINTIFF's supervisors while
6 PLAINTIFF was employed by DEFENDANT. However, PLAINTIFF's request for
7 accommodation fell on deaf ears, as DEFENDANT failed to respond to PLAINTIFF's
8 requests. Left with no other choice, On or around September 9, 2022, PLAINTIFF made the
9 decision to resign from her employment due to the hostile and discriminatory environment
10 described above and DEFENDANT's failure to take her complaints regarding her mental
11 health seriously and accommodate her disability.. At all times hereto, the California
12 Government Code Section 12940(a), was in full force and effect and was binding upon
13 DEFENDANT. This subsection precludes an employer because of the physical disability,
14 mental disability, medical condition and/or gender (amongst other things), to refuse to hire
15 or employ the person or to refuse to select the person for a training program leading to
16 employment, or to bar or discharge the person from employment, or to discriminate against
17 the person in compensation or in terms, conditions, or privileges of employment.

18 169. As a proximate result of DEFENDANT'S willful, knowing, and intentional,
19 conduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress,
20 and mental and physical pain and anguish, all to PLAINTIFF's damage in a sum according
21 to proof.

22 170. As a result of DEFENDANT'S adverse employment actions against
23 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
24 proof.

25 171. DEFENDANT's misconduct was committed intentionally, in a malicious,
26 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
27 against DEFENDANT.
28

1 **FOURTEENTH CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698, et seq.]**

4 **(By PLAINTIFF and Against All Defendants)**

5 172. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 173. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
9 the state's labor law enforcement agencies. An action to recover civil penalties under
10 PAGA is fundamentally a law enforcement action designed to protect the public and not to
11 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
12 but to create a means of "deputizing" citizens as private attorneys general to enforce the
13 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
14 public interest to allow aggrieved employees, acting as private attorneys general to recover
15 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
16 claims cannot be subject to arbitration.

17 174. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to herself and all individuals who are or previously were employed by
21 DEFENDANT in the State of California that either 1) were classified as non-exempt, or 2)
22 whose positions were classified as exempt but were re-classified as non-exempt (the
23 "AGGRIEVED EMPLOYEES") at any time during the period of November 2, 2021 through
24 preliminary approval of the settlement or March 31, 2024, whichever is earlier (the "PAGA
25 PERIOD").

26 175. On November 2, 2022, PLAINTIFF gave written notice by electronic mail to
27 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
28

1 employer of the specific provisions of this code alleged to have been violated as required by
2 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
3 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
4 now commence a representative civil action under PAGA pursuant to Section 2699 as the
5 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
6 defined.

7 176. The policies, acts and practices heretofore described were and are an unlawful
8 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
9 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
10 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
11 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
12 required expenses, and (f) failed to provide wages when due, all in violation of the
13 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 et seq., 210, 218,
14 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
15 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
16 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
17 conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor
18 Code Private Attorney General Act of 2004 as the representative of the State of California
19 for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

20 177. All of the conduct and violations alleged herein occurred during the PAGA
21 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
22 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
23 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
24 2018 AJDAR 12157 (Certified for Publication 12/19/18).

1
2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
4 severally, as follows:

5 1. On behalf of the CALIFORNIA CLASS:
6

- 7 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
8 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
9 B) An order temporarily, preliminarily and permanently enjoining and restraining
10 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
11 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
12 withheld from compensation due to PLAINTIFF and the other members of the
13 CALIFORNIA CLASS; and,
14 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
15 for restitution of the sums incidental to DEFENDANT's violations due to
16 PLAINTIFF and to the other members of the CALIFORNIA CLASS.
17

18 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:
19

- 20 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
21 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
22 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
23 B) Compensatory damages, according to proof at trial, including compensatory
24 damages for minimum and overtime compensation due PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
26 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
27 statutory rate;
28

- 1 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
2 in which a violation occurs and one hundred dollars (\$100) per each member of
3 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
4 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
5 an award of costs for violation of Cal. Lab. Code § 226;
- 6 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
7 the applicable IWC Wage Order;
- 8 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
9 1197;
- 10 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
11 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
12 costs of suit.; and,
- 13 G) The wages of all terminated employees in the CALIFORNIA LABOR
14 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
15 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 16
- 17 3. On behalf of PLAINTIFF for the Tenth, Eleventh, Twelfth and Thirteenth causes of
18 action:
- 19
- 20 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.
- 21 B) Special and General damages according to proof;
- 22 C) Statutory damages, penalties and attorney's fees;
- 23 D) For punitive damages in an amount necessary to make an example of and to
24 punish DEFENDANT and deter DEFENDANT from engaging in future similar
25 conduct;
- 26 E) For loss of earnings (both past and future); and,
- 27
- 28

- 1 F) For interest at the legal rate in an amount according to proof.
- 2 4. On behalf of the State of California and with respect to all AGGRIEVED
- 3 EMPLOYEES:
- 4
- 5 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
- 6 General Act of 2004.
- 7 5. On all claims:
- 8
- 9 A) An award of interest, including prejudgment interest at the legal rate;
- 10 B) Such other and further relief as the Court deems just and equitable; and,
- 11 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
- 12 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
- 13 and/or §2802.

14 Dated: March 21, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

15

16 By: /s/Nicholas J. De Blouw

17 Nicholas J. De Blouw

18 Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: March 21, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/Nicholas J. De Blouw
Nicholas J. De Blouw
Attorneys for Plaintiff