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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

03/24/2023

Clerk of the Court

BY: KAREN VALDES

Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

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

12 Plaintiff,

13 vs.

14 REDDIT, INC., a Corporation; and DOES
15 1 through 50, inclusive,

16 Defendants.
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Case No. CGC-22-603466

**FIRST 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 California,
18 including any employees staffed with DEFENDANT by a third party, and classified as non-
19 exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four
20 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court
21 (the “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim
22 of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

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

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

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

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

23 **THE CONDUCT**

24 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
25 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
26 worked, meaning the time during which an employee is subject to the control of an
27 employer, including all the time the employee is suffered or permitted to work.
28

1 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
2 paying them for all the time they are under DEFENDANT's control. Among other things,
3 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
4 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
5 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
6 break. DEFENDANT, as a matter of established company policy and procedure,
7 administers a uniform practice of rounding the actual time worked and recorded by
8 PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT,
9 so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS
10 Members are paid less than they would have been paid had they been paid for actual
11 recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the
12 practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work off
13 the clocking that DEFENDANT, as a condition of employment, required these employees to
14 submit to mandatory temperature checks and symptom questionnaires for COVID-19
15 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
16 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage,
17 overtime wage compensation, and off-duty meal breaks by working without their time being
18 correctly recorded and without compensation at the applicable rates. DEFENDANT's
19 policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for
20 all time worked, is evidenced by DEFENDANT's business records.

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

25 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
26 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
27 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
28 performance for DEFENDANT. The non-discretionary incentive program provided all

1 employees paid on an hourly basis with incentive compensation when the employees met the
2 various performance goals set by DEFENDANT. However, when calculating the regular
3 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
4 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
5 compensation as part of the employees' "regular rate of pay" for purposes of calculating
6 overtime pay and meal and rest break premium pay. Management and supervisors described
7 the incentive program to potential and new employees as part of the compensation package.
8 As a matter of law, the incentive compensation received by PLAINTIFF and other
9 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
10 to do so has resulted in a underpayment of overtime compensation and meal and rest break
11 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

12 11. As a result of their rigorous work schedules, PLAINTIFF and other
13 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
14 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
15 and other CALIFORNIA CLASS Members were required from time to time to perform
16 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
17 receiving a meal break. Further, DEFENDANT from time to time failed to provide
18 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
19 some workdays in which these employees were required by DEFENDANT to work ten (10)
20 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
21 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
22 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
23 without additional compensation and in accordance with DEFENDANT's corporate policy
24 and practice.

25 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
26 CALIFORNIA CLASS Members were also required from time to time to work in excess of
27 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
28 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at

1 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
2 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
3 time, and a first, second and third rest period of at least ten (10) minutes for some shifts
4 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
5 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
6 the applicable California Wage Order requires employers to provide employees with off-
7 duty rest periods, which the California Supreme Court defined as time during which an
8 employee is relieved from all work related duties and free from employer control. In so
9 doing, the Court held that the requirement under California law that employers authorize and
10 permit all employees to take rest period means that employers must relieve employees of all
11 duties and relinquish control over how employees spend their time which includes control
12 over the locations where employees may take their rest period. Employers cannot impose
13 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
14 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
15 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
16 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
17 premises during their rest period.

18 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
19 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
20 actual amount of time these employees worked. Pursuant to the Industrial Welfare
21 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
22 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
23 employee was subject to the control of an employer, including all the time the employee was
24 permitted or suffered to permit this work. DEFENDANT required these employees to work
25 off the clock without paying them for all the time they were under DEFENDANT's control.
26 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
28 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by

1 working without their time being accurately recorded and without compensation at the
2 applicable minimum wage and overtime wage rates. To the extent that the time worked off
3 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
4 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
5 1197, and 1197.1.

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

26 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
27 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
28

1 the wages are paid not more than seven (7) calendar days following the close of the payroll
2 period. Cal. Lab. Code § 210 provides:

3 in [I]n addition to, and entirely independent and apart from, any other penalty provided
4 this article, every person who fails to pay the wages of each employee as provided in
5 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
6 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.

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

11 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
12 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
13 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
14 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
15 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
16 Members at their base rates of pay.

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

21 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
22 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
23 earned non-discretionary incentive wages which increased their regular rate of pay.
24 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
25 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
26 pay, as required under Cal. Lab. Code Section 246.

27 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
28 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe

1 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
2 informed and believes and based thereon alleges that such failure to pay sick pay at regular
3 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
4 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
5 Sections 201-203.

6 21. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
7 to collect or receive from an employee any part of wages theretofore paid by said employer
8 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
9 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
10 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
11 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
12 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
13 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
14 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
15 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

16 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
17 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
18 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
19 consequence of discharging their duties on behalf of DEFENDANT. Under California
20 Labor Code Section 2802, employers are required to indemnify employees for all expenses
21 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
22 states that "an employer shall indemnify his or her employee for all necessary expenditures
23 or losses incurred by the employee in direct consequence of the discharge of his or her
24 duties, or of his or her obedience to the directions of the employer, even though unlawful,
25 unless the employee, at the time of obeying the directions, believed them to be unlawful."

26 23. In the course of their employment PLAINTIFF and other CALIFORNIA
27 CLASS Members as a business expense, were required by DEFENDANT to use their own
28 personal cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
2 associated with the use of their personal cellular phones and home offices for
3 DEFENDANT's benefit. Specifically, PLAINTIFF and other CALIFORNIA CLASS
4 Members were required by DEFENDANT to use their personal cellular phones and home
5 offices. As a result, in the course of their employment with DEFENDANT, PLAINTIFF
6 and other members of the CALIFORNIA CLASS incurred unreimbursed business expenses
7 which included, but were not limited to, costs related to the use of their personal cellular
8 phones and home offices all on behalf of and for the benefit of DEFENDANT.

9 24. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
10 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
11 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
12 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-
13 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
14 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
15 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
16 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
17 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
18 business records.

19 25. Every day, DEFENDANT's users post thousands of videos, images, and live
20 streamed broadcasts of child sexual abuse, rape, torture, bestiality, beheadings, suicide and
21 murder. To maintain a sanitized platform, maximize its already vast profits, and cultivate its
22 public image, DEFENDANT relies on people like PLAINTIFF - known as "content
23 moderators" to view those posts and remove any that violate the corporation's terms of use.
24 PLAINTIFF witness hundreds of acts of extreme and graphic violence. As a result of the
25 continuous and unmitigated exposure to the disturbing content through DEFENDANT's
26 content review systems, PLAINTIFF developed and suffered from significant psychological
27 trauma and/or post-traumatic stress disorder. Numerous times throughout 2021 and 2022,
28 continuing throughout the rest of her employment, PLAINTIFF consulted and requested for

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

22 26. Moreover, DEFENDANT discriminated against and failed to reasonably
23 accommodate PLAINTIFF for her mental and physical disabilities. PLAINTIFF herein
24 alleges that the actions taken by employees of DEFENDANT against PLAINTIFF occurred
25 within the normal scope and course of these individuals' employment with DEFENDANT.
26 PLAINTIFF further alleges that these employees were PLAINTIFF's supervisors while
27 PLAINTIFF was employed by DEFENDANT. However, PLAINTIFF's request for
28 accommodation fell on deaf ears, as DEFENDANT failed to respond to PLAINTIFF's

1 requests. Left with no other choice, On or around September 9, 2022, PLAINTIFF made the
2 decision to resign from her employment due to the hostile and discriminatory environment
3 described above and DEFENDANT's failure to take her complaints regarding her mental
4 health seriously and accommodate her disability.. At all times hereto, the California
5 Government Code Section 12940(a), was in full force and effect and was binding upon
6 DEFENDANT. This subsection precludes an employer because of the physical disability,
7 mental disability, medical condition and/or gender (amongst other things), to refuse to hire
8 or employ the person or to refuse to select the person for a training program leading to
9 employment, or to bar or discharge the person from employment, or to discriminate against
10 the person in compensation or in terms, conditions, or privileges of employment.

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

14 **JURISDICTION AND VENUE**

15 28. This Court has jurisdiction over this Action pursuant to California Code of
16 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
17 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
18 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

19 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
20 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
21 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
22 facilities in this County and/or conducts substantial business in this County, and (ii)
23 committed the wrongful conduct herein alleged in this County against members of the
24 CALIFORNIA CLASS.

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26 ///

THE CALIFORNIA CLASS

30. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

31. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

32. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work.

33. DEFENDANT has the legal burden to establish that each and every CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as required by California laws. The DEFENDANT, however, as a matter of policy and procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid as required by law. This common business practice is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as

1 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
2 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

3 34. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
4 CLASS Members is impracticable.

5 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under
6 California law by:

- 7 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
8 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly
9 and/or deceptively having in place company policies, practices and
10 procedures that failed to record and pay PLAINTIFF and the other
11 members of the CALIFORNIA CLASS for all time worked, including
12 minimum wages owed and overtime wages owed for work performed
13 by these employees; and,
- 14 (b) Committing an act of unfair competition in violation of the UCL, by
15 failing to provide the PLAINTIFF and the other members of the
16 CALIFORNIA CLASS with the legally required meal and rest periods.

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

- 19 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
20 that the joinder of all such persons is impracticable and the disposition
21 of their claims as a class will benefit the parties and the Court;
- 22 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
23 issues that are raised in this Complaint are common to the
24 CALIFORNIA CLASS will apply to every member of the
25 CALIFORNIA CLASS;
- 26 (c) The claims of the representative PLAINTIFF are typical of the claims
27 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
28 the other members of the CALIFORNIA CLASS, was classified as a

1 non-exempt employee paid on an hourly basis who was subjected to the
2 DEFENDANT's deceptive practice and policy which failed to provide
3 the legally required meal and rest periods to the CALIFORNIA CLASS
4 and thereby underpaid compensation to PLAINTIFF and
5 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
6 result of DEFENDANT's employment practices. PLAINTIFF and the
7 members of the CALIFORNIA CLASS were and are similarly or
8 identically harmed by the same unlawful, deceptive and unfair
9 misconduct engaged in by DEFENDANT; and,

- 10 (d) The representative PLAINTIFF will fairly and adequately represent and
11 protect the interest of the CALIFORNIA CLASS, and has retained
12 counsel who are competent and experienced in Class Action litigation.
13 There are no material conflicts between the claims of the representative
14 PLAINTIFF and the members of the CALIFORNIA CLASS that would
15 make class certification inappropriate. Counsel for the CALIFORNIA
16 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
17 Members.

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

- 20 (a) Without class certification and determination of declaratory, injunctive,
21 statutory and other legal questions within the class format, prosecution
22 of separate actions by individual members of the CALIFORNIA
23 CLASS will create the risk of:

- 24 1) Inconsistent or varying adjudications with respect to individual
25 members of the CALIFORNIA CLASS which would establish
26 incompatible standards of conduct for the parties opposing the
27 CALIFORNIA CLASS; and/or,
28

1 2) Adjudication with respect to individual members of the
2 CALIFORNIA CLASS which would as a practical matter be
3 dispositive of interests of the other members not party to the
4 adjudication or substantially impair or impede their ability to
5 protect their interests.

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

11 1) With respect to the First Cause of Action, the final relief on
12 behalf of the CALIFORNIA CLASS sought does not relate
13 exclusively to restitution because through this claim
14 PLAINTIFF seeks declaratory relief holding that the
15 DEFENDANT's policy and practices constitute unfair
16 competition, along with declaratory relief, injunctive relief, and
17 incidental equitable relief as may be necessary to prevent and
18 remedy the conduct declared to constitute unfair competition;

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

25 1) The interests of the members of the CALIFORNIA CLASS in
26 individually controlling the prosecution or defense of separate
27 actions in that the substantial expense of individual actions will
28 be avoided to recover the relatively small amount of economic

1 losses sustained by the individual CALIFORNIA CLASS
2 Members when compared to the substantial expense and burden
3 of individual prosecution of this litigation;
4 2) Class certification will obviate the need for unduly duplicative
5 litigation that would create the risk of:
6 A. Inconsistent or varying adjudications with respect to
7 individual members of the CALIFORNIA CLASS, which
8 would establish incompatible standards of conduct for the
9 DEFENDANT; and/or,
10 B. Adjudications with respect to individual members of the
11 CALIFORNIA CLASS would as a practical matter be
12 dispositive of the interests of the other members not
13 parties to the adjudication or substantially impair or
14 impede their ability to protect their interests;
15 3) In the context of wage litigation because a substantial number of
16 individual CALIFORNIA CLASS Members will avoid asserting
17 their legal rights out of fear of retaliation by DEFENDANT,
18 which may adversely affect an individual's job with
19 DEFENDANT or with a subsequent employer, the Class Action
20 is the only means to assert their claims through a representative;
21 and,
22 4) A class action is superior to other available methods for the fair
23 and efficient adjudication of this litigation because class
24 treatment will obviate the need for unduly and unnecessary
25 duplicative litigation that is likely to result in the absence of
26 certification of this action pursuant to Cal. Code of Civ. Proc. §
27 382.
28

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

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

1 wide relief appropriate with respect to the CALIFORNIA CLASS as a
2 whole;

3 (h) The members of the CALIFORNIA CLASS are readily ascertainable
4 from the business records of DEFENDANT; and,

5 (i) Class treatment provides manageable judicial treatment calculated to
6 bring a efficient and rapid conclusion to all litigation of all wage and
7 hour related claims arising out of the conduct of DEFENDANT as to
8 the members of the CALIFORNIA CLASS.

9 39. DEFENDANT maintains records from which the Court can ascertain and
10 identify by job title each of DEFENDANT's employees who have been intentionally
11 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
12 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
13 similarly situated employees when they have been identified.

14
15 **THE CALIFORNIA LABOR SUB-CLASS**

16 40. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
17 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
18 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
19 California, including any employees staffed with DEFENDANT by a third party, and
20 classified as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
21 time during the period three (3) years prior to the filing of the complaint and ending on the
22 date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")
23 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate
24 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
25 (\$5,000,000.00).

26 41. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
27 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
28 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT

1 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
3 these employees, even though DEFENDANT enjoyed the benefit of this work, required
4 employees to perform this work and permitted or suffered to permit this work.
5 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
6 which these employees are entitled in order to unfairly cheat the competition and unlawfully
7 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
8 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
9 should be adjusted accordingly.

10 42. DEFENDANT maintains records from which the Court can ascertain and
11 identify by name and job title, each of DEFENDANT's employees who have been
12 intentionally subjected to DEFENDANT's company policy, practices and procedures as
13 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
14 additional job titles of similarly situated employees when they have been identified.

15 43. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
16 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

- 19 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
20 pay compensation due to members of the CALIFORNIA LABOR
21 SUB-CLASS for missed meal and rest breaks in violation of the
22 California Labor Code and California regulations and the applicable
23 California Wage Order;
- 24 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS with accurate
26 itemized wage statements;
- 27 (c) Whether DEFENDANT has engaged in unfair competition by the
28 above-listed conduct;

- 1 (d) The proper measure of damages and penalties owed to the members of
2 the CALIFORNIA LABOR SUB-CLASS; and,
3 (e) Whether DEFENDANT's conduct was willful.

4 45. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
5 CLASS under California law by:

- 6 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
7 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
8 CLASS all wages due for overtime worked, for which DEFENDANT is
9 liable pursuant to Cal. Lab. Code § 1194;
10 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
11 accurately pay PLAINTIFF and the members of the CALIFORNIA
12 LABOR SUB-CLASS the correct minimum wage pay for which
13 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
14 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
15 the members of the CALIFORNIA LABOR SUB-CLASS with an
16 accurate itemized statement in writing showing the corresponding
17 correct amount of wages earned by the employee;
18 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
19 PLAINTIFF and the other members of the CALIFORNIA LABOR
20 SUB-CLASS with all legally required off-duty, uninterrupted thirty
21 (30) minute meal breaks and the legally required off-duty rest breaks;
22 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
23 when an employee is discharged or quits from employment, the
24 employer must pay the employee all wages due without abatement, by
25 failing to tender full payment and/or restitution of wages owed or in the
26 manner required by California law to the members of the
27 CALIFORNIA LABOR SUB-CLASS who have terminated their
28 employment; and,

- 1 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
2 and the CALIFORNIA LABOR SUB-CLASS members with necessary
3 expenses incurred in the discharge of their job duties.

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

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

1 the representative PLAINTIFF and the members of the CALIFORNIA
2 LABOR SUB-CLASS that would make class certification
3 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
4 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
5 CLASS Members.

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

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

- 12 1) Inconsistent or varying adjudications with respect to individual
13 members of the CALIFORNIA LABOR SUB-CLASS which
14 would establish incompatible standards of conduct for the
15 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
16 2) Adjudication with respect to individual members of the
17 CALIFORNIA LABOR SUB-CLASS which would as a
18 practical matter be dispositive of interests of the other members
19 not party to the adjudication or substantially impair or impede
20 their ability to protect their interests.

21 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
22 acted or refused to act on grounds generally applicable to the
23 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
24 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
25 whole in that DEFENDANT fails to pay all wages due. Including the
26 correct wages for all time worked by the members of the
27 CALIFORNIA LABOR SUB-CLASS as required by law;
28

1 (c) Common questions of law and fact predominate as to the members of
2 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
3 and violations of California Law as listed above, and predominate over
4 any question affecting only individual CALIFORNIA LABOR SUB-
5 CLASS Members, and a Class Action is superior to other available
6 methods for the fair and efficient adjudication of the controversy,
7 including consideration of:

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

1 avoid asserting their legal rights out of fear of retaliation by
2 DEFENDANT, which may adversely affect an individual's job
3 with DEFENDANT or with a subsequent employer, the Class
4 Action is the only means to assert their claims through a
5 representative; and,

- 6 4) A class action is superior to other available methods for the fair
7 and efficient adjudication of this litigation because class
8 treatment will obviate the need for unduly and unnecessary
9 duplicative litigation that is likely to result in the absence of
10 certification of this action pursuant to Cal. Code of Civ. Proc. §
11 382.

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

- 14 (a) The questions of law and fact common to the CALIFORNIA LABOR
15 SUB-CLASS predominate over any question affecting only individual
16 CALIFORNIA LABOR SUB-CLASS Members;
- 17 (b) A Class Action is superior to any other available method for the fair
18 and efficient adjudication of the claims of the members of the
19 CALIFORNIA LABOR SUB-CLASS because in the context of
20 employment litigation a substantial number of individual
21 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
22 their rights individually out of fear of retaliation or adverse impact on
23 their employment;
- 24 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
25 numerous that it is impractical to bring all members of the
26 CALIFORNIA LABOR SUB-CLASS before the Court;
- 27
28

- 1 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
2 Members, will not be able to obtain effective and economic legal
3 redress unless the action is maintained as a Class Action;
- 4 (e) There is a community of interest in obtaining appropriate legal and
5 equitable relief for the acts of unfair competition, statutory violations
6 and other improprieties, and in obtaining adequate compensation for the
7 damages and injuries which DEFENDANT's actions have inflicted
8 upon the CALIFORNIA LABOR SUB-CLASS;
- 9 (f) There is a community of interest in ensuring that the combined assets of
10 DEFENDANT are sufficient to adequately compensate the members of
11 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 12 (g) DEFENDANT has acted or refused to act on grounds generally
13 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
14 making final class-wide relief appropriate with respect to the
15 CALIFORNIA LABOR SUB-CLASS as a whole;
- 16 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
17 ascertainable from the business records of DEFENDANT. The
18 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
19 CLASS Members who worked for DEFENDANT in California at any
20 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; 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 LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

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

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

5 49. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
6 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
7 this Complaint.

8 50. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

10 51. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair
15 competition may be enjoined in any court of competent jurisdiction. The court
16 may make such orders or judgments, including the appointment of a receiver,
17 as may be necessary to prevent the use or employment by any person of any
18 practice which constitutes unfair competition, as defined in this chapter, or as
19 may be necessary to restore to any person in interest any money or property,
20 real or personal, which may have been acquired by means of such unfair
21 competition.

22 Cal. Bus. & Prof. Code § 17203.

23 52. By the conduct alleged herein, DEFENDANT has engaged and continues to
24 engage in a business practice which violates California law, including but not limited to, the
25 applicable Industrial Wage Order(s), the California Code of Regulations and the California
26 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
27 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
28 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

7 54. By the conduct alleged herein, DEFENDANT's practices were deceptive and
8 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
9 mandated meal and rest periods, the required amount of compensation for missed meal and
10 rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
11 to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
12 Standards Act overtime wages due for overtime worked as a result of failing to include non-
13 discretionary incentive compensation into their regular rates of pay for purposes of
14 computing the proper overtime pay due to a business practice that cannot be justified,
15 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
16 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
17 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
18 restitution of wages wrongfully withheld.

19 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
20 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
21 the other members of the CALIFORNIA CLASS to be underpaid during their employment
22 with DEFENDANT.

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

27 57. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
28 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty

1 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
2 pay for each workday in which a second off-duty meal period was not timely provided for
3 each ten (10) hours of work.

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

7 59. By and through the unlawful and unfair business practices described herein,
8 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and
9 the other members of the CALIFORNIA CLASS, including earned wages for all time
10 worked, and has deprived them of valuable rights and benefits guaranteed by law and
11 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
12 allow DEFENDANT to unfairly compete against competitors who comply with the law.

13 60. All the acts described herein as violations of, among other things, the
14 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
15 California Labor Code, were unlawful and in violation of public policy, were immoral,
16 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
17 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
18 *seq.*

19 61. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled
20 to, and do, seek such relief as may be necessary to restore to them the money and property
21 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
22 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
23 unfair business practices, including earned but unpaid wages for all time worked.

24 62. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
25 entitled to, and do, seek a declaration that the described business practices are unlawful,
26 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
27 from engaging in any unlawful and unfair business practices in the future.
28

63. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

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

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

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

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

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

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

1 68. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
2 wages, including minimum wage compensation and interest thereon, together with the costs
3 of suit.

4 69. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
5 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
6 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
7 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
8 other members of the CALIFORNIA LABOR SUB-CLASS.

9 70. DEFENDANT's unlawful wage and hour practices manifested, without
10 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
11 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
12 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
13 wage pay.

14 71. In committing these violations of the California Labor Code, DEFENDANT
15 inaccurately calculated the correct time worked and consequently underpaid the actual time
16 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
17 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
18 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
19 requirements and other applicable laws and regulations.

20 72. As a direct result of DEFENDANT's unlawful wage practices as alleged
21 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
22 not receive the correct minimum wage compensation for their time worked for
23 DEFENDANT.

24 73. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
25 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
26 Members to work without paying them for all the time they were under DEFENDANT's
27 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
28

1 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
2 that they were entitled to, constituting a failure to pay all earned wages.

3 74. 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 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 75. DEFENDANT knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
11 time 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 the correct minimum
15 wages for their time worked.

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

24 77. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
25 CLASS therefore request recovery of all unpaid 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 wage compensation is determined to be owed to the CALIFORNIA

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

8
9 **THIRD CAUSE OF ACTION**

10 **For Failure To Pay Overtime Compensation**

11 **[Cal. Lab. Code § 510]**

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

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

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

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

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

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

6 83. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
7 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
8 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
9 including overtime work.

10 84. DEFENDANT's unlawful wage and hour practices manifested, without
11 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
12 implementing a policy and practice that failed to accurately record overtime worked by
13 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
15 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
16 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
17 workweek.

18 85. In committing these violations of the California Labor Code, DEFENDANT
19 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
20 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
21 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
22 violation of the California Labor Code, the Industrial Welfare Commission requirements and
23 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage
24 practices as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA
25 LABOR SUB-CLASS did not receive full compensation for overtime worked.

26 86. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
27 from the overtime requirements of the law. None of these exemptions are applicable to the
28 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,

1 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
2 subject to a valid collective bargaining agreement that would preclude the causes of action
3 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
4 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
5 of non-negotiable, non-waiveable rights provided by the State of California.

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

9 88. DEFENDANT failed to accurately pay the PLAINTIFF and the other
10 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
11 worked which was in excess of the maximum hours permissible by law as required by Cal.
12 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
13 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
14 as to which DEFENDANT failed to accurately record and pay as evidenced by
15 DEFENDANT's business records and witnessed by employees.

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

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

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

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

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FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

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

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

94. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

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

1 96. As a proximate result of the aforementioned violations, PLAINTIFF and
2 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
3 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
4 suit.

5
6 **FIFTH CAUSE OF ACTION**

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

8 **[Cal. Lab. Code §§ 226.7 & 512]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
10 **Defendants)**

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

14 98. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
15 from time to time required to work in excess of four (4) hours without being provided ten
16 (10) minute rest periods. Further, these employees from time to time were denied their first
17 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
18 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
19 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
20 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

21 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
22 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
23 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
24 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

25 99. DEFENDANT further violated California Labor Code §§ 226.7 and the
26 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
27 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with
28

1 the applicable Wage Order, one additional hour of compensation at each employee's regular
2 rate of pay for each workday that rest period was not provided.

3 100. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
5 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
6 suit.

7 **SIXTH CAUSE OF ACTION**

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

9 **[Cal. Lab. Code § 226]**

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

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

15 102. Cal. Labor Code § 226 provides that an employer must furnish employees
16 with
17 an "accurate itemized" statement in writing showing:

- 18 (1) gross wages earned,
- 19 (2) total hours worked by the employee, except for any employee whose
20 compensation is solely based on a salary and who is exempt from payment of
21 overtime under subdivision (a) of Section 515 or any applicable order of the
22 Industrial Welfare Commission,
- 23 (3) the number of piecerate units earned and any applicable piece rate if the employee
24 is paid on a piece-rate basis,
- 25 (4) all deductions, provided that all deductions made on written orders of the
26 employee may be aggregated and shown as one item,
- 27 (5) net wages earned,
- 28 (6) the inclusive dates of the period for which the employee is paid,
- (7) the name of the employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social security number or an
employee identification number other than a social security number may be shown on
the itemized statement,
- (8) the name and address of the legal entity that is the employer, and
- (9) all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee.

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

21 104. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
22 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
24 expended calculating the correct wages for all missed meal and rest breaks and the amount
25 of employment taxes which were not properly paid to state and federal tax authorities.
26 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
27 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
28 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred

1 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
2 226, in an amount according to proof at the time of trial (but in no event more than four
3 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
4 CALIFORNIA LABOR SUB-CLASS herein).

5
6 **SEVENTH CAUSE OF ACTION**

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

8 **[Cal. Lab. Code § 2802]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
10 **Defendants)**

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

14 106. Cal. Lab. Code § 2802 provides, in relevant part, that:

15 An employer shall indemnify his or her employee for all necessary
16 expenditures or losses incurred by the employee in direct consequence of the
17 discharge of his or her duties, or of his or her obedience to the directions of the
18 employer, even though unlawful, unless the employee, at the time of obeying
19 the directions, believed them to be unlawful.

18 107. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
19 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
20 CLASS members for required expenses incurred in the discharge of their job duties for
21 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
22 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
23 limited to, costs related to using their personal cellular phones on behalf of and for the
24 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
25 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
26 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
27 and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
28

1 CLASS members for expenses resulting from using their personal cellular phones and home
2 offices for DEFENDANT within the course and scope of their employment for
3 DEFENDANT. These expenses were necessary to complete their principal job duties.
4 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
5 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
6 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
7 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
8 these expenses as an employer is required to do under the laws and regulations of California.

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

13 **EIGHTH CAUSE OF ACTION**

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

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

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

17 **and Against All Defendants)**

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

21 110. Cal. Lab. Code § 200 provides, in relevant part, that:
As used in this article:

- 22 (a) "Wages" includes all amounts for labor performed by employees of
23 every description, whether the amount is fixed or ascertained by the
24 standard of time, task, piece, Commission basis, or other method of calculation.
25 (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
demanding payment.

26 111. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately."

1 112. Cal. Lab. Code § 202 provides, in relevant part, that:

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

12 113. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
13 SUB-CLASS Members' employment contract.

14 114. Cal. Lab. Code § 203 provides, in relevant part, that:

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

21 115. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
22 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
23 owed as required by law.

24 116. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
25 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
26 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
27 of pay as penalty for not paying all wages due at time of termination for all employees who
28 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
demands an accounting and payment of all wages due, plus interest and statutory costs as
allowed by law.

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1 **NINTH CAUSE OF ACTION**

2 **For Failure to Pay Sick Pay Wages**

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

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

5 **and Against All Defendants)**

6 117. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

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

22 119. As a matter of policy and practice, DEFENDANT pays sick pay wages to
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
24 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
25 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
26 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
27 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
28 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-

1 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
2 employee's total wages, not including overtime premium pay, by the employee's total hours
3 worked in the full pay periods of the prior 90 days of employment. As a result,
4 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
5 CALIFORNIA LABOR-SUB-CLASS.

6 120. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
7 during each calendar month and are to be paid no later than the payday for the next regular
8 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
9 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
10 no later than the payday for the next regular payroll period after accrued sick leave is used
11 as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges
12 an employee, wages earned and unpaid at the time of discharge are due and payable
13 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
14 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
15 the employee has given 72-hour notice of his or her intention to quit, in which case the
16 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
17 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
18 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
19 wages of the employee shall continue as a penalty from the due date, and at the same rate
20 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
21 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
22 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
23 sue to recover applicable penalties.

24 121. As alleged herein and as a matter of policy and practice, DEFENDANT
25 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
26 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
27 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
28 among other Labor Code provisions. PLAINTIFF is informed and believes that

1 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
2 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
3 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
4 include those benefits to which an employee is entitled as a part of his or her compensation,
5 including money, room, board, clothing, vacation pay, *and sick pay.*" *Murphy v. Kenneth*
6 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
7 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
8 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
9 penalties.

10 122. Such a pattern, practice, and uniform administration of corporate policy is
11 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-
12 SUB-CLASS to underpaid sick pay wages, including in

13
14 **TENTH CAUSE OF ACTION**

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

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

22 124. Every day, DEFENDANT's users post thousands of videos, images, and live
23 streamed broadcasts of child sexual abuse, rape, torture, bestiality, beheadings, suicide and
24 murder. To maintain a sanitized platform, maximize its already vast profits, and cultivate its
25 public image, DEFENDANT relies on people like PLAINTIFF - known as "content
26 moderators" to view those posts and remove any that violate the corporation's terms of use.
27 PLAINTIFF witness hundreds of acts of extreme and graphic violence. As a result of the
28 continuous and unmitigated exposure to the disturbing content through DEFENDANT's

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

26 125. Moreover, DEFENDANT discriminated against and failed to reasonably
27 accommodate PLAINTIFF for her mental and physical disabilities. PLAINTIFF herein
28 alleges that the actions taken by employees of DEFENDANT against PLAINTIFF occurred

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

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

18 127. DEFENDANT's conduct, as alleged, violated FEHA, Government Code
19 Section 12900, *et seq.*, and DEFENDANT committed unlawful employment practices,
20 including the following bases for liability:

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

25 129. Harassing PLAINTIFF and/or creating a hostile work environment, in whole
26 or in part on the basis of PLAINTIFF's disability, and/or having taken FMLA leave in
27 violation of Government Code Section 12940(j);
28

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

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

6 132. As a proximate result of DEFENDANT's willful, knowing, and intentional
7 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
8 substantial losses of earnings and other employment benefits.

9 133. As a proximate result of DEFENDANT's willful, knowing, and intentional
10 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
11 humiliation, emotional distress, and physical and mental pain and anguish, all to his damage
12 in a sum according to proof.

13 134. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
14 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
15 reasonable attorneys' fees and costs (including expert costs) in an amount according to
16 proof.

17 135. DEFENDANT's misconduct was committed intentionally, in a malicious,
18 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
19 against DEFENDANT.

20
21 **ELEVENTH CAUSE OF ACTION**

22 **For Failure to Engage in the Interactive Process**

23 **[Cal. Gov. Code § 12940(n)]**

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

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

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

1 138. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code
2 § 12926(j).

3 139. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code
4 § 12926(m).

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

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

1 being diagnosed with PTSD symptoms. When PLAINTIFF returned in to work with
2 DEFENDANT in May of 2022, PLAINTIFF again suffered mental and physical issues as a
3 result of the stress caused by DEFENDANT's failure to accommodate her requests to be placed
4 in a role that would avoid her being exposed to the extreme violence and other harmful content.
5 During this time, PLAINTIFF was plagued with ongoing work pressures, obligations, and
6 mistreatment by her supervisors, including but not limited to, belittling and making false
7 accusations about PLAINTIFF's performance. Furthermore, the continuous stress from work
8 caused PLAINTIFF to feel afraid of logging into DEFENDANT's computer system to moderate
9 the content.

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

1 143. Moreover, PLAINTIFF was more than willing to participate in an interactive
2 process to determine whether reasonable accommodations could be made without
3 DEFENDANT suffering any business or financial hardships.

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

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

9 146. DEFENDANT's failure to engage in a good faith interactive process was a
10 substantial factor in causing PLAINTIFF's harm.

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

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

18
19 **TWELFTH CAUSE OF ACTION**

20 **For Failure to Provide Reasonable Accommodation**

21 **[Cal. Gov. Code § 12940(m)]**

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

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

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

27 151. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code
28 § 12926(j).

1 152. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code
2 § 12926(m).

3 153. DEFENDANT was aware that PLAINTIFF suffered from a physical disability
4 as set forth herein.

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

1 result of the stress caused by DEFENDANT's failure to accommodate her requests to be placed
2 in a role that would avoid her being exposed to the extreme violence and other harmful content.
3 During this time, PLAINTIFF was plagued with ongoing work pressures, obligations, and
4 mistreatment by her supervisors, including but not limited to, belittling and making false
5 accusations about PLAINTIFF's performance. Furthermore, the continuous stress from work
6 caused PLAINTIFF to feel afraid of logging into DEFENDANT's computer system to moderate
7 the content.

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

25 156. DEFENDANT failed to provide PLAINTIFF with reasonable accommodation for
26 her mental and physical disabilities.

27 157. As a direct and proximate result of DEFENDANT refusing to provide
28 PLAINTIFF with reasonable accommodation, PLAINTIFF was met with a series of adverse

1 employment actions as set forth herein. As a further direct result of DEFENDANT's failure to
2 provide PLAINTIFF with a reasonable accommodation, PLAINTIFF was harmed in the form
3 of emotional and physical pain and suffering.

4 158. DEFENDANT's failure to provide reasonable accommodation was a substantial
5 factor in causing PLAINTIFF's harm.

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

11 160. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs
12 pursuant to Cal. Gov. Code § 12965(b).

13 **THIRTEENTH CAUSE OF ACTION**

14 **Constructive Discharge and Other Adverse Employment Actions** 15 **(By PLAINTIFF Against All Defendants)**

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

18 162. Every day, DEFENDANT's users post thousands of videos, images, and live
19 streamed broadcasts of child sexual abuse, rape, torture, bestiality, beheadings, suicide and
20 murder. To maintain a sanitized platform, maximize its already vast profits, and cultivate its
21 public image, DEFENDANT relies on people like PLAINTIFF - known as "content
22 moderators" to view those posts and remove any that violate the corporation's terms of use.
23 PLAINTIFF witness hundreds of acts of extreme and graphic violence. As a result of the
24 continuous and unmitigated exposure to the disturbing content through DEFENDANT's
25 content review systems, PLAINTIFF developed and suffered from significant psychological
26 trauma and/or post-traumatic stress disorder. Numerous times throughout 2021 and 2022,
27 continuing throughout the rest of her employment, PLAINTIFF consulted and requested for
28

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

23 163. Moreover, DEFENDANT discriminated against and failed to reasonably
24 accommodate PLAINTIFF for her mental and physical disabilities. PLAINTIFF herein
25 alleges that the actions taken by employees of DEFENDANT against PLAINTIFF occurred
26 within the normal scope and course of these individuals' employment with DEFENDANT.
27 PLAINTIFF further alleges that these employees were PLAINTIFF's supervisors while
28

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

13 164. As a proximate result of DEFENDANT'S willful, knowing, and intentional,
14 conduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress,
15 and mental and physical pain and anguish, all to PLAINTIFF's damage in a sum according
16 to proof.

17 165. As a result of DEFENDANT'S adverse employment actions against
18 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
19 proof.
20

21 166. DEFENDANT's misconduct was committed intentionally, in a malicious,
22 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
23 against DEFENDANT.

24 **FOURTEENTH CAUSE OF ACTION**

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

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

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

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

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

13 169. PLAINTIFF, and such persons that may be added from time to time who
14 satisfy the requirements and exhaust the administrative procedures under the Private
15 Attorney General Act, brings this Representative Action on behalf of the State of California
16 with respect to herself and all individuals who are or previously were employed by
17 DEFENDANT in California, including any employees staffed with DEFENDANT by a
18 third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
19 during the time period of November 2, 2021 until a date as determined by the Court (the
20 "PAGA PERIOD").

21 170. On November 2, 2022, PLAINTIFF gave written notice by electronic mail to
22 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
23 employer of the specific provisions of this code alleged to have been violated as required by
24 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
25 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
26 now commence a representative civil action under PAGA pursuant to Section 2699 as the
27
28

1 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
2 defined.

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

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

21 22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
24 severally, as follows:

25 1. On behalf of the CALIFORNIA CLASS:

26
27 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
28 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

- 1 B) An order temporarily, preliminarily and permanently enjoining and restraining
2 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
3
4 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
5 withheld from compensation due to PLAINTIFF and the other members of the
6 CALIFORNIA CLASS; and,
7
8 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
9 for restitution of the sums incidental to DEFENDANT's violations due to
10 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

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

- 12 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
13 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
14 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
15
16 B) Compensatory damages, according to proof at trial, including compensatory
17 damages for minimum and overtime compensation due PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
19 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
20 statutory rate;
21
22 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
23 in which a violation occurs and one hundred dollars (\$100) per each member of
24 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
25 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
26 an award of costs for violation of Cal. Lab. Code § 226;
27
28 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
the applicable IWC Wage Order;

- 1 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
2 1197;
- 3 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
4 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
5 costs of suit.; and,
6
- 7 G) The wages of all terminated employees in the CALIFORNIA LABOR
8 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
9 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 10 3. On behalf of PLAINTIFF for the Tenth, Eleventh, Twelfth and Thirteenth causes of
11 action:
- 12 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.
13
- 14 B) Special and General damages according to proof;
- 15 C) Statutory damages, penalties and attorney's fees;
- 16 D) For punitive damages in an amount necessary to make an example of and to
17 punish DEFENDANT and deter DEFENDANT from engaging in future similar
18 conduct;
19
- 20 E) For loss of earnings (both past and future); and,
- 21 F) For interest at the legal rate in an amount according to proof.
- 22 4. On behalf of the State of California and with respect to all AGGRIEVED
23 EMPLOYEES:
- 24 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
25 General Act of 2004.
26
- 27 5. On all claims:
28

- A) An award of interest, including prejudgment interest at the legal rate;
- B) Such other and further relief as the Court deems just and equitable; and,
- C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

Dated: March 24, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas J. De Blouw

Nicholas J. De Blouw

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 24, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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