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DIANA BRODSKIY DIX

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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

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

DIANA BRODSKIY DIX, an individual,

Plaintiff,

vs.

BAMBEE, INC., a Delaware
corporation; LAINEY COONEY, an
individual; LEON TCHIKINDAS, an
individual; ALLAN JONES, an
individual, and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25STCV19323

COMPLAINT FOR:

- 1. SEX DISCRIMINATION ON THE BASIS OF PREGNANCY (Govt. Code §12940(a));**
- 2. DISCRIMINATION BASED UPON PHYSICAL DISABILITY (Govt. Code §12940);**
- 3. FAILURE TO PREVENT DISCRIMINATION (Govt. Code §12940(k));**
- 4. RETALIATION IN VIOLATION OF PUBLIC POLICY (Govt. Code §12940 et seq.);**
- 5. HARASSMENT DUE TO PHYSICAL DISABILITY (Govt. Code §12940(a));**
- 6. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF FEHA (Govt. Code §12940);**
- 7. WILLFUL MISCLASSIFICATION AS EXEMPT (WAGE ORDER NO. 4);**
- 8. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; WAGE ORDER NO. 4);**
- 9. FAILURE TO PAY MINIMUM WAGES DUE (Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1 1198; IWC Wage Order No. 4);**

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- 10. FAILURE TO PROVIDE MEAL PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 4);
 - 11. FAILURE TO PROVIDE REST PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 4);
 - 12. WAITING TIME PENALTIES (Cal. *Labor Code* §226; IWC Wage Order No. 4);
 - 13. FAILURE TO PAY WAGES DUE AT TERMINATION (Cal. *Labor Code* §203; IWC Wage Order No. 4);
 - 14. FAILURE TO PROVIDE DAY OF REST (Cal. *Labor Code* §§ 551, 552);
 - 15. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5);
 - 16. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.);
 - 17. FRAUDULENT MISREPRESENTATION;
 - 18. PROMISSORY FRAUD; and
 - 19. NEGLIGENT MISREPRESENTATION.

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DEMAND FOR A JURY TRIAL

19 Diana Brodskiy Dix alleges the following:

20 **I.**

21 **JURISDICTION AND VENUE**

22 1. This action is brought pursuant to California Government Code §12920 *et seq.*,
23 and the rules, regulations and directives implementing those statutes. This Court also has
24 jurisdiction over this Complaint under Code of Civil Procedure §410.10.

25 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
26 395.5, because the claims made, as against the persons identified herein, occurred in the County
27 of Los Angeles and because Defendant Bambee, Inc. owned and operated their business in the
28 County of Los Angeles.

II.
PARTIES

3. Plaintiff Diana Brodskiy Dix (“Plaintiff”) was an employee of Defendant Bambee, Inc. (“BAMBEE”) and at all times relevant to the matters alleged herein, has been a resident of Los Angeles County.

4. Plaintiff is informed and believes and thereon alleges that Defendant BAMBEE is a Delaware corporation with its principal place of business located at 755 S. Los Angeles Street, Suite 400, Los Angeles, CA 90014. At all material times, BAMBEE has been, and is, a Human Resources Management company. Plaintiff is informed and believes and thereon alleges that at all times material hereto BAMBEE has been authorized to do business and has been doing business in the State of California.

5. Plaintiff is informed and believes and thereon alleges that Defendant Lainey Cooney (“Lainey”) is an individual, who at all times relevant herein, was a resident of Riverside County. Lainey is the Chief People Officer at BAMBEE.

6. Plaintiff is informed and believes and thereon alleges that Defendant Leon Tchikindas (“Leon”) is an individual, who at all times relevant herein, was a resident of Los Angeles County. Leon is the Chief of Staff at BAMBEE.

7. Plaintiff is informed and believes and thereon alleges that Defendant Allan Jones (“Allan”) (collectively with BAMBEE, Lainey and Leon “Defendants”) is an individual, who at all times relevant herein, was a resident of Los Angeles County. Allan is the Chief Executive Officer at BAMBEE.

8. Plaintiff is informed and believes and thereon alleges, that at all times relevant herein, Defendant and some of Does 1 through 100 were the agents, employees, and/or servants, masters, or employers of the remaining Does 1 through 100, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Does 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such

1 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
2 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
3 alleges that at all times relevant, each of these fictitiously named Doe Defendants was an
4 individual person who owned, controlled, or managed the business for which Plaintiff worked
5 and/or who directly or indirectly exercised operational control over Plaintiff's working
6 conditions. These Doe Defendants held ownership, officer, director and/or executive positions
7 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
8 included decision-making responsibility for, and establishment of, sex discrimination and
9 physical disability discrimination, wage and hour and fraudulent policies and practices for
10 Defendants, which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
11 remaining Defendants, are "employers" as a matter of law and personally liable on the causes
12 of action alleged herein.

13 10. Plaintiff is informed and believes and thereon alleges that Defendants Does 1
14 through 100 are, and at all times relevant hereto were, persons, corporations or other business
15 entities organized and existing under and by virtue of the laws of the State of California, and
16 are/were qualified to transact and conduct business in the State of California, and did transact
17 and conduct business in the State of California, and are thus subject to the jurisdiction of the
18 State of California. Specifically, Does 1 through 100 maintain offices, operate businesses,
19 employ persons, and conduct business in, and engage in disability discrimination, sex
20 discrimination, wage and hour violations and fraud in the County of Los Angeles.

21 11. Plaintiff is informed and believes and thereon alleges that Defendants directly
22 employed or exercised control over Plaintiff's working conditions.

23 12. Plaintiff is further informed and believes, and thereon alleges, that each of the
24 fictitiously named Defendants aided and assisted the named Defendants in committing the
25 wrongful acts alleged herein, and that her damages were proximately caused by each
26 Defendant.

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III.

FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF ACTION

Employment Information

13. Plaintiff began working for BAMBEE on or about December 6, 2021 and was wrongfully constructively terminated on or about July 15, 2024. Plaintiff's job position was Human Resources Account Manager. Plaintiff supported 600 businesses in the United States and communicated with clients via phone and messages. Plaintiff earned an annual salary of \$120,000 plus a 15% bonus. Plaintiff worked 5 or more days per week, 10 or more hours per day.

Sex and Disability Discrimination, Fraud and Wrongful Constructive Termination

14. In or about April 2022, there was a restructuring of BAMBEE.

15. As a result of the changes at BAMBEE, Plaintiff did not want to stay in her position. However, because Plaintiff was BAMBEE'S golden goose, BAMBEE offered Plaintiff more money so that she would remain with the company. Plaintiff had always met or surpassed all of her goals.

16. As part of the restructuring, beginning in February 2023, BAMBEE changed employees' titles, duties, and BAMBEE's business model, including Plaintiff's bonus to be discretionary with a maximum of 15% of her annual salary. Plaintiff had previously received a metrics-based bonus paid quarterly.

17. Despite the change in name from metric-based to discretionary, BAMBEE maintained that the bonus would be based on metrics.

18. During the first quarter of 2023, BAMBEE had not yet determined the metrics they would use to measure performance for purposes of employees' bonuses. Nonetheless, BAMBEE told employees that the lack of metrics would not affect the year-end bonuses.

19. Plaintiff alleges that BAMBEE intentionally did not communicate the metrics to employees so that employees would remain in the dark and that BAMBEE could avoid paying bonuses and/or the full amounts of bonuses.

1 20. Throughout the second quarter of 2023, BAMBEE had outlined what metrics
2 would be considered, however, they did not know or communicate to Plaintiff what the goals
3 for each metric would be.

4 21. At weekly check-ins with her direct manager and during company-wide
5 meetings, Plaintiff was praised by BAMBEE's senior staff, including Allan, for her
6 performance and was always the top or top three performer.

7 22. During the beginning of the third quarter of 2023, BAMBEE introduced a new
8 metric for tracking the percentage of clients contacted within the last ninety days ("L90").
9 However, shortly after the L90 was introduced an employee realized that it would be
10 mathematically impossible to achieve the metric.

11 23. During the fourth quarter of 2023, the metrics were stabilized, but employees
12 were not provided an official breakdown.

13 24. Employees and Plaintiff were led to believe that their performance would be
14 measured by the L90 metric, customer satisfaction, number of daily calls, and net performance
15 score. In each category, Plaintiff was the top performer and led fellow employees by a wide
16 margin in some categories.

17 25. Due to the confusion and constant changes, Plaintiff and other employees would
18 frequently express their frustrations regarding the lack of clarity surrounding metrics and
19 bonuses at their weekly check-ins and frequent town hall meetings with BAMBEE
20 management and Allan.

21 26. In or about May 2023, Plaintiff informed Halima Muhammad ("Halima"),
22 Director of HR Services and Operations at BAMBEE, that she was pregnant. As such, this
23 condition constitutes a physical disability, as that term is defined in *Government Code* §
24 12926(l)(1)(A), (B).

25 27. Prior to taking maternity leave, Halima and Janelle Navarez ("Janelle"), Senior
26 Human Resources Manager at BAMBEE and Plaintiff's direct manager, told Plaintiff that she
27 was on track to earn her entire bonus of \$18,000.00. Plaintiff's bonus should have been paid to
28 her in March 2024.

1 28. On or about November 27, 2023, Plaintiff began her maternity leave and she
2 was scheduled to return to her position in April 2024.

3 29. Prior to Plaintiff's leave, BAMBEE identified someone to take over Plaintiff's
4 clients while Plaintiff was on leave. Plaintiff was told by Halima and Janelle that when she
5 returned from her leave she would get her clients back and return to her same position.

6 30. Due to Plaintiff's post-partum depression, her leave was extended through on or
7 about July 8, 2024.

8 31. During Plaintiff's leave, Plaintiff ascertained that Allan was upset that Plaintiff
9 extended her leave. Allan claimed that Plaintiff was falsely extending her leave to avoid
10 returning to work.

11 32. On or about May 29, 2024, Plaintiff had still not received her bonus. As a result,
12 Plaintiff sent a text message to Janelle asking about her bonus. Janelle responded stating that
13 "at this time the review of 2023 metrics and payout to those who hit their metrics, is currently
14 in the works. Lainie and Leon are heading this project. I will keep you updated on how this
15 affects you, and any information that is pertinent to you."

16 33. On or about June 8, 2024, Plaintiff emailed Lainie and Leon regarding
17 Plaintiff's bonus that had still not been paid. Plaintiff received no response.

18 34. On or about, June 12, 2024, Plaintiff followed up on her June 8, 2024, email
19 asking about her bonus. Lainie responded stating that "the executive team was at an off-site and
20 that she would respond on Friday." Plaintiff followed up with Lainie and Leon on June 14,
21 2024, June 17, 2024, and June 24, 2024, but did not receive any response.

22 35. On or about July 5, 2024, three days before Plaintiff was set to return to work,
23 Plaintiff emailed Lainie, Leon, and Janelle regarding her return to work as no one had
24 previously reached out to her. Lainie responded that Plaintiff had earned a bonus that would be
25 payable in August and that Stephanie Ramos ("Stephanie"), BAMBEE's Director of Human
26 Resources, would be reaching out to arrange for Plaintiff's return.

27 36. On July 8, 2024, Plaintiff met via Zoom with Lainie and Stephanie. During this
28 meeting, Lainie told Plaintiff the amount of her bonus and explained why it was not the full

1 amount. Lainie explained that only three employees received bonuses, that Plaintiff had the
2 highest bonus, no employee had hit goal in the first quarter of 2023, and that Plaintiff did not
3 hit her goal in the last quarter of 2024. Lainie further explained that she had only recently found
4 out that the plan and dynamics of the bonus structure she had created was not properly
5 communicated to BAMBEE employees at any time in the previous fourteen months. Lainie
6 continued to praise Plaintiff's "really great work" and had no negative feedback regarding her
7 work. Ultimately, Plaintiff received \$10,350 of her promised \$18,000 bonus.

8 37. During the meeting, Lainie also explained that bonuses were based on four or
9 five metrics divided over the four quarters of the year. Employees were eligible to earn a bonus
10 only if they reached goal in the identified metrics. Lainie stated they had attempted to remove
11 certain metrics in order to assist with bonus numbers.

12 38. Lainie informed Plaintiff that she had missed her first quarter bonus due to her
13 customer satisfaction score and was ineligible for the fourth quarter despite only missing the
14 final month of the quarter due to her leave. However, Lainie continued to confuse dates and
15 provided conflicting data throughout her discussion of Plaintiff's bonus.

16 39. Lastly, Lainie explained to Plaintiff that Plaintiff's new start date would be July
17 15, 2024. In order to ensure that Plaintiff was ready to start, Lainie informed Plaintiff that she
18 potentially would have training on July 11 and 12, 2024 to confirm Plaintiff was up to date with
19 the changes in local, state, and federal employment policies.

20 40. On July 10, 2024, Allan emailed Plaintiff to schedule a meeting on July 12,
21 2024, to discuss what he thought Plaintiff's role would be when she returned to work.

22 41. On July 12, 2024, Plaintiff met with Allan in person. During this meeting, Allan
23 explained how Plaintiff's job was going to change. Allan spoke about how the job was going to
24 be more rigorous. Plaintiff would not get back her old clients, the hours would be longer and
25 Plaintiff would be required to work more. Allan expressed concern with Plaintiff's ability to
26 perform these duties as a new mother returning from pregnancy.

42. Throughout Plaintiff's interactions with Allan, Lainie, and other BAMBEE employees, Plaintiff sensed that Allan and BAMBEE were resentful of the amount of leave Plaintiff took.

43. Further, Plaintiff alleges that BAMBEE, Lainey and Allan decided to change her position in retaliation for her taking extended leave and also because they wanted to avoid paying Plaintiff her full bonus. Defendants made Plaintiff's new position at BAMBEE seem highly unfavorable in an attempt to dissuade her from returning to BAMBEE.

44. Plaintiff was denied a work environment free of sex and disability discrimination.

45. Plaintiff was never provided with any further instructions as to when and where to return to work. As a result of the continued efforts by Lainie, Leon, and Allan to make returning to BAMBEE as difficult as possible, Plaintiff was forced to resign on July 15, 2024.

46. Plaintiff was wrongfully constructively terminated by BAMBEE on or about July 15, 2024, since Allan and Lainey forced her to resign by changing her position and repeatedly insinuating that the new position was not suitable for a new mother.

47. BAMBEE regularly employed five or more persons and therefore is an employer, as that term is defined in Government Code § 12926(d).

48. On July 2, 2025, Plaintiff filed an administrative complaint with the Department of Fair Employment and Housing ("DFEH") alleging sex discrimination and discrimination based on pregnancy-related physical disability by BAMBEE, Lainey, Leon and Allan. On July 2, 2025, the DFEH issued to Plaintiff a Right to Sue Notice as to BAMBEE, Lainey, Leon and Allan.

Wage and Hour Violations

49. The employment by Defendant BAMBEE is governed by Industrial Welfare Commission Wage Order 4, which covers those persons employed in the Professional, Technical, Clerical, Mechanical and Similar Occupations.

50. BAMBEE willfully misclassified Plaintiff as exempt.

51. BAMBEE failed to pay Plaintiff overtime and double time wages.

1 52. BAMBEE failed to pay Plaintiff minimum wages due to their failure to afford
2 compliant meal/rest breaks.

3 53. Plaintiff's meal breaks were not afforded and/or interrupted.

4 54. Plaintiff's rest breaks were not afforded.

5 55. As a result of BAMBEE not paying overtime/double time, minimum wages and
6 affording Plaintiff compliant meal/rest breaks, the wage statements issued to her did not
7 comply with Labor Code §226 and California Industrial Welfare Commission ("IWC") Wage
8 Order No. 4 in that they did not accurately reflect all wages earned and due and owing.

9 56. BAMBEE failed to pay Plaintiff all her wages on termination.

10 57. BAMBEE failed to Plaintiff premium pay for days of rest.

11 58. BAMBEE failed to provide Plaintiff with her requested employment records.

12 **FIRST CAUSE OF ACTION**

13 **(Sex (Pregnancy) Discrimination in violation of Government Code 12940(a)– By Plaintiff**

14 **Against Defendant BAMBEE and Does 1 through 100)**

15 59. Plaintiff realleges and incorporates by reference all of the allegations set forth in
16 this Complaint.

17 60. FEHA offers protection to employees against the unlawful practices of
18 employers by broadly prohibiting employment discrimination in discharges, or terms and
19 conditions of employment based on disability. FEHA provides, in pertinent part:

20 It is an unlawful employment practice . . . [f]or an employer, because of sex
21 [and/or] gender . . . to refuse to hire or employ the person . . . or to bar or to
22 discharge the person from employment . . . or to discriminate against the person
23 in compensation or in terms, conditions, or privileges of employment.

24 Gov't Code § 12940(a).

25 61. Discrimination based on the fact that a person is pregnant, has given birth, is
26 breastfeeding, or has a related medical condition is a form of sex discrimination. Gov't Code §§
27 12940(a), 12926(r)(1), 12945(a)(1); *Lopez v. La Casa de Las Madres* (2023) 89 Cal. App. 5th
28 365, 378; *see also Badih v. Myers* (1995) 36 Cal. App. 4th 1289, 1296 (pregnancy

1 discrimination is a form of sex discrimination under article I, section 8 of the California
2 Constitution).

3 62. At all relevant times, FEHA was in full force effect, and thus is binding on
4 BAMBEE.

5 63. BAMBEE was aware of Plaintiff's pregnancy and afforded her maternity leave.

6 64. At all relevant times, Plaintiff was performing more than competently in her
7 position.

8 65. As set forth above, Plaintiff was discriminated against on the basis of her
9 pregnancy, namely, that BAMBEE wrongfully constructively terminated Plaintiff on or about
10 July 15, 2024.

11 66. Upon information and belief, employees who were not pregnant and did not take
12 maternity leave were not terminated.

13 67. Plaintiff believes BAMBEE's decisions were motivated by sex (pregnancy)
14 discrimination and/or was made in retaliation due to her pregnancy and taking extended leave
15 due to post-partum depression.

16 68. As set forth above, Plaintiff was wrongfully constructively terminated on a
17 discriminatory and retaliatory basis.

18 69. As set forth above, BAMBEE's acts and omissions constitute violations of
19 FEHA.

20 70. BAMBEE's unlawful acts, practices, and omissions proximately caused Plaintiff
21 to suffer monetary damages, humiliation, mental anguish, and physical and emotional distress,
22 in the amount of at least \$1,000,000, subject to proof at trial. Plaintiff claims such amount as
23 damages together with pre-judgment interest thereon pursuant to Civil Code sections 3287,
24 3288, and/or any other applicable provision providing for prejudgment interest.

25 71. The unlawful acts and practices alleged by Plaintiff were done by managing
26 agents of BAMBEE and/or indicate a ratification of management's actions by BAMBEE.
27 BAMBEE and its managing agents committed the acts herein maliciously, fraudulently,
28 recklessly, willfully, and with wrongful and deliberate intent of causing great harm to Plaintiff.

1 Therefore, an award of punitive damages, sufficient to punish BAMBEE and to serve as an
2 example to deter BAMBEE from similar conduct in the future, should be made, pursuant to
3 Civil Code section 3294. Plaintiff claims such amount as damages together with pre-judgment
4 interest thereon pursuant to California Civil Code sections 3287, 3288, and/or any other
5 applicable provision providing for pre-judgment interest.

6 72. Pursuant to California Government Code §12965(b), Plaintiff requests an award
7 of attorneys' fees in this action.

8 **SECOND CAUSE OF ACTION**

9 **(Discrimination Based on Physical Disability in Violation of Govt. Code 12940(a) – By** 10 **Plaintiff Against Defendant BAMBEE and Does 1 through 100)**

11 73. Plaintiff realleges and incorporates by reference all of the allegations set forth in
12 this Complaint.

13 74. Under the California Fair Employment and Housing Act ("FEHA"),
14 Government Code § 12940(a), an employer cannot discriminate against an employee, because
15 of a physical disability.

16 75. Discrimination based on the fact that a person has a pregnancy-related medical
17 condition is a form of discrimination. Gov't Code §§ 12926(r)(1) and 12945(a)(1); *Lopez*, 89
18 Cal. App. 5th at 378.

19 76. FEHA also provides that it shall be unlawful for an employer to “. . .
20 discriminate against a person for requesting accommodation under this subdivision, regardless
21 of whether the request was granted.” Gov't Code § 12940(m)(2).

22 77. At all relevant times, FEHA was in full force effect, and thus is binding on
23 BAMBEE.

24 78. Plaintiff suffered from the physical limitation as set forth above and was
25 therefore a member of the class of persons protected from disability discrimination under
26 California Government Code § 12940(a).

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1 79. Upon learning about Plaintiff's pregnancy-related disability and her extended
2 leave, on or about July 15, 2024, BAMBEE wrongfully constructively terminated Plaintiff in
3 violation of California Government Code § 12940.

4 80. By wrongfully constructively terminating Plaintiff because of her physical
5 disability, BAMBEE violated Government Code § 12940(a).

6 81. As a direct and proximate result of BAMBEE's conduct, individually and
7 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
8 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and
9 will continue to lose employment benefits, in an amount according to proof.

10 82. As a direct and proximate result of BAMBEE's actions, Plaintiff has suffered
11 severe and serious injury to her person, all to her damage in the amount of at least \$1,000,0000,
12 and to be shown according to proof.

13 83. BAMBEE's conduct in discriminating against Plaintiff because of her physical
14 disability subjected her to cruel and unjust hardship in conscious disregard of her rights, as it
15 was anticipated by BAMBEE that Plaintiff would be unable to find comparable employment in
16 the foreseeable future. Plaintiff is informed and believes, and thereon alleges, that her wrongful
17 termination by BAMBEE was done with the intent to cause her injury. As a consequence of the
18 aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled to an award of
19 punitive damages in a sum to be shown according to proof.

20 84. Pursuant to California Government Code §12965(b), Plaintiff requests an award
21 of attorneys' fees in this action.

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23 **THIRD CAUSE OF ACTION**

24 **(Failure to Prevent Discrimination from Occurring in Violation of Government Code**
25 **§12940(k) – By Plaintiff Against Defendant BAMBEE and Does 1 through 100)**

26 85. Plaintiff realleges and incorporates by reference all of the allegations set forth in
27 this Complaint.

1 86. Plaintiff alleges that BAMBEE violated Government Code §12940(k) by failing
2 to take all reasonable steps to prevent discrimination based on physical disability and sex
3 discrimination from occurring.

4 87. BAMBEE knew or reasonably should have known of Lainey, Leon and Allan's
5 propensities for engaging in unlawful, discriminatory and harassing conduct in the workplace
6 and BAMBEE should have restrained Lainey, Leon and Allan from engaging in unlawful,
7 discriminatory and harassing conduct towards Plaintiff based on her pregnancy-related
8 disability, and BAMBEE should have provided training and instruction to Lainey, Leon and
9 Allan on the laws pertaining to discrimination and harassment. BAMBEE failed to take all
10 reasonable steps necessary to prevent the discrimination and harassment from occurring.

11 88. Plaintiff is informed and believes and thereupon alleges that BAMBEE failed to
12 provide adequate training to their officers.

13 89. BAMBEE's discriminatory conduct toward Plaintiff and harassment caused her
14 to suffer physical, emotional and psychological injury, including, but not limited to,
15 humiliation, anxiety, fear, and loss of self-esteem, in the amount of at least \$1,000,000,
16 according to proof.

17 90. Plaintiff is hereby entitled to general and compensatory damages in an amount
18 to be proven at trial.

19 91. BAMBEE's conduct was the proximate cause of the Plaintiff's damages.

20 92. BAMBEE did the things hereinabove alleged, intentionally, oppressively, and
21 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in
22 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
23 not to be suffered by any member of the community.

24 93. All actions of BAMBEE were known, ratified and approved by the officers or
25 managing agents of BAMBEE. Therefore, Plaintiff is entitled to punitive or exemplary
26 damages against BAMBEE in an amount to be determined at the time of trial.

27 94. Pursuant to California Government Code §12965(b), Plaintiff requests an award
28 of attorneys' fees in this action.

1 **FOURTH CAUSE OF ACTION**

2 **(Retaliation in Violation of Public Policy – By Plaintiff Against Defendant BAMBEE and**
3 **Does 1 through 100)**

4 95. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 96. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h),
7 which provides that it is unlawful to retaliate against a person "because the person has opposed
8 any practices forbidden under [Government Code sections 12900 through 12966] or because
9 the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

10 97. BAMBEE's adverse actions taken against Plaintiff as set forth herein occurred
11 in retaliation for Plaintiff's pregnancy-related leave, as hereinabove alleged. Such actions are
12 and were unlawful, discriminatory and retaliatory in violation of Cal. Gov. Code §12940 et
13 seq., and Cal. Lab. Code §1102.5, and resulted in damages and injury to Plaintiff, as alleged
14 herein, including but not limited to lost wages and benefits.

15 98. As a result of her pregnancy-related physical disability, Plaintiff was denied the
16 right to work in an environment free of discrimination and harassment and was wrongfully
17 constructively terminated by BAMBEE.

18 99. Plaintiff's pregnancy-related physical disability was the reason BAMBEE
19 retaliated against her.

20 100. As a proximate result of this retaliatory conduct in violation of public policy,
21 Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe
22 emotional distress, worry, fear, and special damages, in the amount of at least \$1,000,000,
23 according to proof.

24 101. As a proximate result of BAMBEE's retaliatory conduct, Plaintiff has suffered
25 damages including lost wages and general damages in an amount according to proof at the time
26 of trial.

27 102. BAMBEE did the things hereinabove alleged, intentionally, oppressively, and
28 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in

1 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
2 not to be suffered by any member of the community.

3 103. All actions of BAMBEE were known, ratified and approved by the officers or
4 managing agents of BAMBEE. Therefore, Plaintiff is entitled to punitive or exemplary
5 damages against BAMBEE in an amount to be determined at the time of trial.

6 104. Pursuant to California Government Code §12965(b), Plaintiff requests an award
7 of attorneys' fees in this action.

8 **FIFTH CAUSE OF ACTION**

9 **(Harassment Due to Physical Disability– By Plaintiff Against All Defendants and DOES 1**
10 **through 100)**

11 105. Plaintiff realleges and incorporates by reference all of the allegations set forth in
12 this Complaint.

13 106. Plaintiff was harassed by the actions, conduct and comments of Defendants,
14 which actions, conduct and comments combined to create and allow a pattern of discriminatory
15 treatment towards Plaintiff due to Plaintiff's physical disability. Defendants' actions constituted
16 a continuing violation of Cal. Lab. Code §1102.5 and Cal. Gov. Code §12940, *et seq.*

17 107. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
18 claims of harassment and discrimination and take appropriate remedial action.

19 108. Defendants, and each of them, engaged in retaliatory actions against Plaintiff for
20 complaining about and participating in the investigation of the above-referenced illegal
21 conduct.

22 109. At all times herein mentioned, Defendants, and each of them were legally
23 required to refrain from discriminating against and harassing any employee on the basis of sex
24 and pregnancy-related disability. Within the time provided by law, Plaintiff filed a complaint
25 with the DFEH, in full compliance with these sections, and received a right to sue letter.

26 110. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
27 in this Complaint. As a direct and proximate result of the conduct of Defendants and each of
28 them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental

1 and physical pain and anguish, all to Plaintiff's damage in the amount of at least \$1,000,000,
2 according to proof.

3 111. Defendants did the things hereinabove alleged, intentionally, oppressively, and
4 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in
5 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
6 not to be suffered by any member of the community.

7 112. All actions of Defendants were known, ratified and approved by the officers or
8 managing agents of BAMBEE. Therefore, Plaintiff is entitled to punitive or exemplary
9 damages against Defendants in an amount to be determined at the time of trial.

10 113. Pursuant to California Government Code §12965(b), Plaintiff requests an award
11 of attorneys' fees in this action.

12 **SIXTH CAUSE OF ACTION**

13 **(Wrongful Constructive Termination in Violation of FEHA, Govt. Code §§12940 et seq.**

14 **– By Plaintiff Against Defendant BAMBEE Does 1 through 100)**

15 114. Plaintiff realleges and incorporates by this reference the allegations set forth in
16 this Complaint.

17 115. Plaintiff alleges that significant policies exist in the State of California that
18 prohibit discrimination, retaliation, wrongfully terminating an employee for being disabled,
19 pregnant and taking extended maternity leave, complaining about harassment and protesting
20 against unlawful employment practices. Among others, the right to be free from discrimination
21 and retaliation are codified in the California and United States Constitutions and the provisions
22 of Government Code §§12900 *et seq.*

23 116. These policies are set forth in various laws including but not limited to
24 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment
25 discrimination).

26 117. Plaintiff became disabled due to her pregnancy while working for BAMBEE.

27 118. BAMBEE, acting through its managers and employees, intentionally created and
28 knowingly permitted the discrimination based on disability and harassment.

119. BAMBEE wrongfully constructively terminated Plaintiff in violation of important and well-established public policies, including, but not limited to, policies against employment discrimination based upon disability and against harassment.

120. BAMBEE's wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount according to proof.

121. As a further proximate result of the unlawful acts of BAMBEE as alleged above, Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional and physical distress that a reasonable person would suffer upon losing her job. As a result of such actions and consequent harm, Plaintiff has suffered such damages in the amount of at least \$1,000,000, according to proof.

122. The above acts of BAMBEE constituted a wrongful constructive termination of Plaintiff and were in violation of public policy as described above. Such termination was a substantial factor in causing damage and injury to Plaintiff as set forth below.

123. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, to her disability, pregnancy and extended maternity leave were factors in BAMBEE's conduct as alleged hereinabove.

124. As a result of BAMBEE's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

125. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SEVENTH CAUSE OF ACTION

WILLFUL MISCLASSIFICATION AS EXEMPT

(Wage Order No. 4 By Plaintiff Against Defendant BAMBEE and Does 1-100)

126. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

127. BAMBEE misclassified Plaintiff as an exempt employee rather than non-exempt in violation of IWC Wage Order No. 4, for its own financial benefit.

1 128. The California Industrial Welfare Commission Wage Order No. 4 identifies
2 three exemptions to the provisions of the wage order: executive exemption, administrative
3 exemption, and professional exemption. The administrative exemption at issue applies to an
4 employee: 1) whose duties and responsibility relate to management policies or general
5 business operations of the employer, and 2) who customarily and regularly exercises discretion
6 and independent judgment, and 3) who regularly assists a proprietor or an employee employed
7 in an executive or administrative capacity, or 4) who performs, under general supervision,
8 works along specialized or technical lines requiring specialized training, experience or
9 knowledge, or 5) who executes, under only general supervision, special assignments, and 6)
10 must earn a monthly salary equivalent to no less than two (2) times the state minimum wage
11 for full time employment, and 6) who is primarily engaged in duties which meet the test of the
12 exemption.

13 129. On information and belief Defendant BAMBEE decided to wrongfully treat
14 Plaintiff as an exempt employee.

15 130. Plaintiff did not meet the requirements of being “salary exempt” as set forth by
16 California Labor Code § 515(a). Plaintiff was not allowed to make independent decisions.
17 Plaintiff did not manage any employees of Defendant. She did not have authority to hire or fire
18 employees. Further, Plaintiff did not have independent judgment or discretion in her job
19 position.

20 131. Defendant BAMBEE thus improperly classified Plaintiff as exempt from the
21 wage and hour requirements set forth in the Labor Code and IWC Wage Order No. 4, because
22 she did not qualify as exempt.

23 132. Because of this misclassification, Plaintiff suffered damages as a result of
24 Defendant BAMBEE’s violation of IWC Wage Order No. 4, in an amount according to proof.

25 133. Based on Defendant BAMBEE’s conduct as alleged herein. Defendant is liable
26 for damages and statutory penalties pursuant to Labor Code §226, Labor Code §218.5 and
27 penalties pursuant to Labor Code §§203 and 206.

28

1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Pay Overtime/Double Time in violation of Labor Code §§510, 511, 558, 1194,**
3 **1194.3, 1198 and Wage Order No. 4 by Plaintiff Against Defendant BAMBEE and Does 1-**
4 **100)**

5 134. Plaintiff realleges and incorporates by reference all of the allegations set forth in
6 this Complaint.

7 135. During Plaintiff's entire employment with BAMBEE, pursuant to Cal. Lab.
8 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, BAMBEE was required to
9 compensate Plaintiff with premium pay for all overtime performed, for hours worked in excess
10 of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on
11 the seventh (7th) consecutive day of any work week. Further, BAMBEE was required to
12 compensate Plaintiff with premium pay for all double-time performed, for hours worked in
13 excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh
14 day of a workweek.

15 136. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
16 who had not been paid overtime/double time compensation could recover the unpaid balance of
17 the full amount of overtime/double time wages due, including interest thereon, together with
18 reasonable attorneys' fees and costs of suit.

19 137. California Labor Code section 510, subdivision (a), states in relevant part:
20 Any work in excess of 12 hours in one day shall be compensated at the rate of
21 no less than twice the regular rate of pay for an employee. In addition, any work
22 in excess of eight hours on any seventh day of a workweek shall be compensated
23 at the rate of no less than twice the regular rate of pay of an employee.

24 138. Further, California Labor Code section 1198 provides,
25 The maximum hours of work and the standard conditions of labor fixed by the
26 commission shall be the maximum hours of work and the standard conditions
27 of labor for employees. The employment of any employee for longer hours than
28

1 those fixed by the order or under conditions of labor prohibited by the order is
2 unlawful.

3 139. Pursuant to IWC Wage Order No. 4 § 3, "Employment beyond eight (8) hours in
4 any workday is permissible provided the employee is compensated for such overtime at not less
5 than: ...(b) Double the employee's regular rate of pay for all hours worked in excess of 12
6 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)
7 consecutive day of work in a workweek."

8 140. California Labor Code section 558 provides in pertinent part:

9 (a) Any employer or other person acting on behalf of an employer who
10 violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the
12 Industrial Welfare Commission shall be subject to a civil penalty as
 follows:

13 (1) For any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in
 addition to an amount sufficient to recover underpaid wages.

15 (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was
17 underpaid in addition to an amount sufficient to recover underpaid
 wages.

18 (3) Wages recovered pursuant to this section shall be paid to the affected
19 employee...

20 (c) The civil penalties provided for in this section are in addition to any
21 other civil or criminal penalty provided by law.

22 141. At times, BAMBEE expected Plaintiff to work overtime/double time, but never
23 paid her for any of the overtime/double time hours she worked. She was merely paid her
24 regular salary.

25 142. Throughout Plaintiff's employment, Defendant BAMBEE failed and refused to
26 pay and properly calculate overtime/double time compensation to Plaintiff as required by law.

27 143. The foregoing overtime/double time compensation is owed and unpaid. As a
28 direct and proximate result of BAMBEE's failure and refusal to pay overtime/double time

1 compensation, Plaintiff suffered damages in the amount of at least \$416,000.00, to be proven at
2 trial.

3 144. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
4 counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover
5 Plaintiff's attorneys' fees, costs and interest.

6 **NINTH CAUSE OF ACTION**

7 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
8 **119, IWC Wage Order No. 4 – By all Plaintiff Against Defendant BAMBEE Does 1**
9 **through 100)**

10 145. Plaintiff realleges and incorporates by this reference the allegations set forth in
11 this Complaint.

12 146. *Labor Code* § 1197 states the California requirement that employees must be
13 paid at least the minimum wage fixed by the Commission, and any payment of less than the
14 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
15 less than the legal minimum wage... to recover in a civil action the unpaid balance of the full
16 amount of this minimum wage." IWC Wage Order No. 4 also obligates employers to pay each
17 employee minimum wages for all hours worked. These minimum wage standards apply to each
18 hour employees worked for which they were not paid. Therefore, an employer's failure to pay
19 for any particular hour of time worked by an employee is unlawful, even if averaging an
20 employee's total pay over all hours worked, paid or not, results in an average hourly wage
21 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

22 147. Here, Plaintiff was not paid minimum wages due to BAMBEE's failure to afford
23 Plaintiff compliant meal/rest breaks.

24 148. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
25 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
26 wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

27 149. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
28 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*

1 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
2 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
3 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
4 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
5 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
6 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
7 (N.D. Cal. 2016).

8 150. Plaintiff suffered and continued to suffer losses related to the use and
9 enjoyment of compensation due and owing to her as a direct result of BAMBEE's unlawful
10 acts and Labor Code violations in the amount of at least \$416,000.00, according to proof at
11 trial.

12 151. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
13 wages against employers and those individuals acting on their behalf. Plaintiff requests that
14 this Court assess said penalty against Defendant BAMBEE in an amount to be proven at trial.

15 152. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
16 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant
17 BAMBEE owes her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in
18 amounts according to proof.

19 **TENTH CAUSE OF ACTION**

20 **(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order**

21 **No. 4– By Plaintiff Against Defendant BAMBEE Does 1 through 100)**

22 153. Plaintiff realleges and incorporates by reference all of the allegations set forth in
23 this Complaint.

24 154. California Labor Code §226.7(a) prohibits an employer from requiring an
25 employee to work during any meal period mandated by an applicable Industrial Wage Order.
26 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
27 employee to work during a meal or rest break or recovery period mandated pursuant to an
28

1 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
2 Commission..."

3 155. California Labor Code §1198 makes unlawful the employment of an employee
4 under conditions the IWC prohibits.

5 156. Wage Order No. 4 provides, in relevant part: "No employer shall employ any
6 person for a work period of more than five (5) hours without a meal period of not less than 30-
7 minutes, except that when a work period of not more than six (6) hours will complete the day's
8 work the meal period may be waived by mutual consent of the employer and the employee."

9 157. Wage Order No. 4 further provides, in relevant part: "Unless the employee is
10 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
11 duty' meal period and counted as time worked."

12 158. Section 512(a) of the California Labor Code provides, in relevant part, that:
13 An employer may not employ an employee for a work period of more than five
14 hours per day without providing the employee with a meal period of not less
15 than 30-minutes, except that if the total work period per day of the employee is
16 no more than six hours, the meal period may be waived by mutual consent of
17 both the employer and employee.

18 159. The Labor Code and Wage Order provisions cited above require California
19 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
20 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
21 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
22 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
23 the fifth hour of their shifts.

24 160. At times Plaintiff's meal breaks were interrupted and/or not afforded.

25 161. BAMBEE further violated IWC Wage Order No. 4 and Labor Code § 226.7 by
26 failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay for
27 each work day that the meal period was not provided, in an amount according to proof. This
28 amount remains owed and unpaid.

162. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to recover wages due based on the deprivation of timely meal periods under Cal. Labor Code § 226.7(b).

163. As a direct and proximate result of BAMBEE's unlawful conduct as alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and is entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant BAMBEE's violations of the California Labor Code and IWC Wage Order No. 4.

ELEVENTH CAUSE OF ACTION

(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7; IWC Wage Order No. 4– By Plaintiff Against Defendant BAMBEE and Does 1 through 100)

164. Plaintiff realleges and incorporates by this reference the allegations set forth in this Complaint.

165. Labor Code § 226.7 and Wage Order No. 4 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

166. Labor Code § 226.7 and Wage Order No. 4 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

167. Defendant BAMBEE has intentionally and improperly failed to afford any rest periods to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 4. Further, Plaintiff was never afforded second rest breaks.

168. At all times relevant hereto, Plaintiff has worked 10 or more hours daily.

169. At all times relevant hereto, Defendant BAMBEE failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 4.

170. By virtue of Defendant BAMBEE's failure to afford Plaintiff rest periods, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently

1 unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be
2 ascertained according to proof at trial.

3 **TWELFTH CAUSE OF ACTION**

4 **(Waiting Time Penalties in Violation of Labor Code §226 - By Plaintiff Against Defendant**
5 **BAMBEE Does 1 through 100)**

6 171. Plaintiff realleges and incorporates by reference all of the allegations set forth in
7 this Complaint.

8 172. At all times relevant hereto, BAMBEE failed to issue payrolls statements to
9 Plaintiff which complied with Labor Code § 226 in that the statements issued to Plaintiff did
10 not properly and accurately pay her overtime/double time, minimum wages and premium pay
11 for meal/rest breaks not afforded and days of rest.

12 173. BAMBEE knowingly and intentionally failed to comply with Labor Code
13 §226(a), causing damage to Plaintiff. These damages, including but not limited to, costs
14 expended calculating the actual hours worked and the amount of employment taxes which were
15 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
16 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
17 violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to
18 Labor Code § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

19 174. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
20 attorneys' fees and costs in obtaining the injunction, pursuant to Labor Code § 226(g).

21 **THIRTEENTH CAUSE OF ACTION**

22 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**
23 **Plaintiff Against Defendant BAMBEE Does 1 through 100)**

24 175. Plaintiff realleges and incorporates by reference all of the allegations set forth
25 in this Complaint.

26 176. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
27 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
28 from employment, unpaid wages are due and payable within 72 hours of resignation.

1 177. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
2 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
3 paid, not to exceed thirty days.

4 178. Plaintiff was wrongfully constructively discharged from BAMBEE's employ
5 and BAMBEE willfully failed to pay Plaintiff wages due to her.

6 179. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
7 she was not timely paid, not to exceed 30 days' wages.

8 180. By willfully failing to pay Plaintiff separate amounts owed for overtime/double
9 time, minimum wages and meal/rest periods not provided, and days of rest, as set forth above,
10 in a timely manner as required by Cal. Lab. Code §§ 201 & 202, BAMBEE is liable to her for
11 penalties pursuant to Cal. Lab. Code § 203, in an amount equal to 30 days of her per diem wage
12 rate in an amount according to proof.

13 **FOURTEENTH CAUSE OF ACTION**

14 **(Failure to Provide Day of Rest in violation of Cal. Labor Code §§ 551, 552 By Plaintiff**
15 **Against BAMBEE and Does 1 through 100)**

16 181. Plaintiff realleges and incorporates by reference all of the allegations set forth in
17 this Complaint.

18 182. Labor Code section 551 states: "Every person employed in any occupation of
19 labor is entitled to one day's rest therefrom in seven."

20 183. Labor Code section 552 states in part: "No employer of labor shall cause his
21 employees to work more than six days in seven...."

22 184. Wage Order No. 4 requires employers to pay employees one and one-half times
23 their regular rate of pay for the first eight hours worked on the seventh consecutive day of
24 work in any workweek, and twice their regular rate for hours worked in excess of eight on the
25 seventh day.

26 185. At times Plaintiff worked 7 days per week.

27 //

28 //

186. Defendant BAMBEE knowingly and intentionally failed to pay Plaintiff premium pay for working seven consecutive days as required by Labor Code sections 551 and 552 and Wage Order No. 4.

187. As a direct and proximate result of Defendant BAMBEE's conduct as alleged herein, Plaintiff has suffered monetary damages in an amount equal to his unpaid wages for work performed during seven consecutive work days, pursuant to Labor Code sections 551 and 552 and Wage Order No. 4, plus interest thereon pursuant to Labor Code 218.6.

188. Plaintiff further is entitled to recover from Defendants additional sums as a penalty, pursuant to Labor Code section 558 equal to fifty dollars (\$50) per unpaid pay period for Defendants' initial violation, and one hundred dollars (\$100) per unpaid pay period for each subsequent violation, in addition to the underpaid wages from each pay period.

189. In addition, Plaintiff has retained the services of an attorney to maintain and prosecute this action and these attorneys are entitled to recover fees and costs incurred on Plaintiff's behalf pursuant to Labor Code section 218.5.

FIFTEENTH CAUSE OF ACTION

(For Failure to Allow Inspection of Employment Records in Violation of Cal. Labor Code §1198.5 By Plaintiff Against Defendant BAMBEE and Does 1 through 100)

190. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

191. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or

1 former employee, or his or her representative, and the employer agree in
2 writing to a date beyond 30 calendar days to inspect the records, and the
3 agreed-upon date does not exceed 35 calendar days from the employer's receipt
4 of the written request to inspect the records. Upon a written request from a
5 current or former employee, or his or her representative, the employer shall also
6 provide a copy of the personnel records,... later than 30 calendar days from the
7 date the employer receives the request...

8 (k) If an employer fails to permit a current or former employee, or his or her
9 representative, to inspect or copy personnel records within the times specified I
10 this section... the current or former employee may recover a penalty of seven
11 hundred fifty dollars (\$750) from the employer.

12 (1) A current or former employee may also bring an action for injunctive relief
13 to obtain compliance with this section, and may recover costs and reasonable
14 attorney's fees in such an action.

15 192. Additionally, pursuant to Wage Order No. 4, at section 7 re: Records, employers
16 are required to keep accurate payroll records on each employee, and such records must be made
17 readily available for inspection by the employee upon reasonable request. The employer must
18 also maintain accurate production records.

19 193. On or about July 2, 2025, Plaintiff's counsel issued a written request to
20 BAMBEE for copies of her personnel records.

21 194. Under California Labor Code Sections 226, 432 and 1198.5, such records were
22 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
23 Plaintiff's counsel and BAMBEE did not enter into an agreement to enlarge the time for
24 BAMBEE's compliance, and BAMBEE has failed and refused to permit Plaintiff copies of her
25 records.

26 195. As a direct result and consequence of BAMBEE's failure and refusal to permit
27 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
28 decree mandating BAMBEE's compliance. Plaintiff has suffered and will suffer harm as a

1 result of BAMBEE's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
2 penalty of \$750 based upon BAMBEE's violation of §1198.5.

3 **SIXTEENTH CAUSE OF ACTION**

4 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
5 **§17200 et. seq. – By Plaintiff Against Defendant BAMBEE and Does 1 through 100)**

6 196. Plaintiff realleges and incorporates by reference all of the allegations set forth in
7 this Complaint.

8 197. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair
9 competition, which shall mean and include any "unlawful and unfair business practices."

10 198. BAMBEE's conduct as alleged herein has been and continues to be unfair,
11 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
12 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
13 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
14 therefore has standing to bring this suit for restitution.

15 199. Paying overtime/double time, minimum wages, affording of meal/rest breaks,
16 days of rest and providing employment records, are fundamental public policies of the State of
17 California. It is also the public policy of this State to enforce minimum labor standards, to
18 ensure that employees are not required or permitted to work under substandard and unlawful
19 conditions, and to protect those employers who comply with the law from losing competitive
20 advantage to other employers who fail to comply with labor standards and requirements.

21 200. BAMBEE failed to pay Plaintiff overtime/double time, minimum wages, afford
22 Plaintiff meal/rest breaks, days of rest and to provide her personnel records.

23 201. Through the conduct alleged herein, BAMBEE acted contrary to these public
24 policies and has thus engaged in unlawful and/or unfair business practices in violation of
25 Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits, and
26 privileges guaranteed to employees under California law.
27
28

1 202. BAMBEE regularly and routinely violated the following statutes and regulations
2 with respect to Plaintiff:

- 3 (a) Wage Order No. 4 (willful misclassification as exempt);
4 (b) *Labor Code* §§ 510, 511, 558, 1198 and 1194 and IWC Wage Order No.
5 4 as amended (failure to pay overtime/double time);
6 (c) *Labor Code* § 1197 and Wage Order No. 4 (failure to pay minimum
7 wages);
8 (d) *Lab. Code* § 226.7 (failure to afford meal/rest breaks);
9 (e) *Labor Code* § 226 (failure to provide accurate wage statements to
10 employees at the time of payment of wages);
11 (f) *Labor Code* § 203 (failure to pay wages on termination);
12 (g) *Labor Code* § 551, 552 (failure to provide days of rest); and
13 (c) *Labor Code* §1198.5 (failure to allow inspection of employment records).

14 203. By engaging in these business practices, which are unfair business practices
15 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, harmed Plaintiff and gained an
16 unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is entitled
17 to obtain restitution of these funds.
18

19 **SEVENTEENTH CAUSE OF ACTION**

20 **(Fraudulent Misrepresentation – By Plaintiff Against all Defendants and Does 1 through**
21 **100)**

22 204. Plaintiff realleges and incorporates by reference all of the allegations set forth in
23 this Complaint.

24 205. Beginning in or about November 2023, Plaintiff was told by Halima and Janelle
25 that she was on track to earn her entire \$18,000.00 bonus. Further, she was told by them that
26 after her maternity leave, she would receive back her former clients and return to her prior
27 position.
28

1 206. Defendants' representations were false. The true facts were that Defendants had
2 no intention of providing Plaintiff with her entire bonus and her former position.

3 207. In or about July 2024, Defendants reneged on their original promises and told
4 Plaintiff that she would only be afforded a \$10,350.00 bonus, not the \$18,000.00 she was
5 originally promised. Further, Defendants informed Plaintiff that she would not be returning to
6 her prior position, would not get back her former clients and that her new position would be
7 difficult for a new mother.

8 208. Defendants made these representations intending to deceive Plaintiff, and induce
9 her reliance thereon.

10 209. Plaintiff was ignorant of the above material facts and had Plaintiff known the
11 true facts she would not have agreed to stay at BAMBEE once the restructuring occurred.

12 210. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained
13 and continues to sustain substantial damages, in an amount according to proof at trial.

14 211. Plaintiff is informed and believes and thereon alleges that BAMBEE, Lainey,
15 Leon and Allan conspired in the acts constituting fraudulent misrepresentation.

16 212. Defendants acted as alleged herein with the intent to deceive Plaintiff and such
17 acts constitute fraud, oppression or malice within the meaning of California Civil Code §3294.
18 Defendants' conduct was despicable, oppressive and outrageous, justifying the imposition of
19 punitive damages in an amount according to proof at trial.

20 **EIGHTEENTH CAUSE OF ACTION**

21 **(Promissory Fraud – By Plaintiff Against all Defendants and Does 1 through 100)**

22 213. Plaintiff realleges and incorporates by reference all of the allegations set forth in
23 this Complaint.

24 214. As alleged more fully above, from November 2023, Defendants Lainey, Leon
25 and Allan, acting on behalf of BAMBEE, made promises to Plaintiff in exchange for her
26 agreement to continue in her position at BAMBEE.

27 215. Thereafter, Defendants reneged on their original promises. Instead, Defendants
28 informed Plaintiff that she would only receive a \$10,350.00 bonus, not the \$18,000.00 bonus

1 she was originally promised. Further, Defendants told Plaintiff that she would be returning to
2 BAMBEE in an entirely new and different position from the one she had prior to her maternity
3 leave.

4 216. Defendants did not intend to perform those promises when they made them. The
5 true facts were that Defendants intended to conceal performance metrics from Plaintiff so that
6 they could deny her the full amount of her promised bonus. Further, Defendants did not intend
7 to allow Plaintiff to return to her original position since they intended to constructively
8 terminate her.

9 217. Defendants intended that Plaintiff rely on their promises so that she would stay
10 in her position after the restructuring occurred.

11 218. Plaintiff reasonably relied on Defendants' misrepresentations, because, without
12 limitation, Plaintiff was a top employee at BAMBEE, had worked in her position for two years
13 and trusted Defendants to keep their promises.

14 219. Defendants did not perform the promises made.

15 220. As a direct and proximate result of Defendants' failure to perform the promises,
16 Plaintiff has sustained and continues to sustain substantial damages, in an amount according to
17 proof at trial.

18 221. Plaintiff is informed and believes and thereon alleges that BAMBEE, Lainey,
19 Leon and Allan conspired in the acts constituting promissory fraud.

20 222. Defendants acted as alleged herein with the intent to deceive Plaintiff and such
21 acts constitute fraud, oppression or malice within the meaning of California Civil Code §3294.
22 Defendants' conduct was despicable, oppressive and outrageous, justifying the imposition of
23 punitive damages in an amount according to proof at trial.

24 **NINETEENTH CAUSE OF ACTION**

25 **(Negligent Misrepresentation – By Plaintiff Against all Defendants and Does 1 through**
26 **100)**

27 223. Plaintiff realleges and incorporates by reference all of the allegations set forth in
28 this Complaint.

224. Defendants, and each of them, when they made these representations, as alleged in full above, had no reasonable ground for believing that the representations were true. Defendants, and each of them, made the representations with the intent to induce Plaintiff to take the actions alleged, and with the intent of causing Plaintiff to remain in her position after the restructuring of BAMBEE.

225. Had Plaintiff known the true facts, Plaintiff would not have remained in her position.

226. As a proximate result of the negligent misrepresentations and conduct of Defendants as alleged, Plaintiff has incurred damages in that Plaintiff was induced to remain in her position, by reason of which Plaintiff has been damaged in an amount according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendants, and each of them, as follows:

1. For compensatory damages in the amount of overtime/double time due to Plaintiff, in the amount of at least \$416,000.00, according to proof;

2. For compensatory damages in the amount of minimum wages due to Plaintiff, in the amount of at least \$416,000.00, according to proof;

3. For compensatory damages for lost wages and employment benefits, in the amount of \$416,000.00, according to proof;

4. For compensatory damages for physical and emotional distress, in the amount of at least \$1,000,000, according to proof:

5. For general damages according to proof;

6. For an award of consequential damages, according to proof;

7. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each workday that a meal/rest period was not provided;

8. For payment of unpaid wages in accordance with California labor and employment law;

9. For statutory damages pursuant to Cal. Lab. Code §226, according to proof;
10. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the total amount of days elapsed between the date of involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
11. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to Cal. Bus. & Prof. Code §17200, according to proof;
12. For statutory penalties pursuant to Cal. Lab. Code § 226.7, according to proof;
13. For premium pay for days of rest;
14. For prejudgment interest accrued on all due and unpaid overtime/double time and minimum wages from the date that wages were due and payable, pursuant to Cal. Lab. Code §§218.6 and 1194(a), according to proof;
15. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to *Government Code* § 12965(b), Cal. Labor Code §§ 1194, 218.5, 1198.5, and/or Cal. Code Civ. Proc. §1021.5;
16. For injunctive relief ordering the continuing unfair business acts and practices to cease, as the Court deems just and proper;
17. For other injunctive relief ordering BAMBEE to notify Plaintiff that she has not been paid the proper amounts in accordance with California law;
18. For injunctive relief requiring BAMBEE to comply with Labor Code 1198.5(b)(1);
19. For costs of suit, generally and pursuant to Code of Civil Procedure § 1021.5;
20. For punitive and exemplary damages in a sum to be determined at trial; and
21. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Diana Brodskiy Dix hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: July 2, 2025

By: Franz Reese
Franz D. Reese
Attorneys for Plaintiff
Diana Brodskiy Dix