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BRITTANI WILLIAMS

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David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

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

BRITTANI WILLIAMS, an individual, and as a
representative of aggrieved employees pursuant
to the Private Attorneys General Act (PAGA),

Plaintiff,

vs.

CORNERSTONE ONDEMAND, INC., a
corporation; and DOES 1 through 10 inclusive,

Defendant.

Case No. 23STCV15907

**PLAINTIFF'S COMPLAINT FOR
PENALTIES PURSUANT TO:**

**1. PRIVATE ATTORNEYS GENERAL
ACT, LABOR CODE SECTION 2698
ET SEQ.**

JURY TRIAL DEMANDED

Plaintiff Brittani Williams ("Plaintiff") alleges and complains against Defendants Cornerstone
OnDemand, Inc. and Does 1 through 10 (collectively, "Defendant") as follows:

INTRODUCTION

1. This is a representative action for penalties pursuant to the Private Attorneys General Act
of 2004, Labor Code section 2698 *et seq.* ("PAGA").

2. Plaintiff worked for Defendants in Santa Monica, California.

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3. PAGA allows an aggrieved employee to recover penalties on behalf of herself and other aggrieved employees. Accordingly, Plaintiff seeks civil penalties on behalf of herself and other aggrieved employees, along with attorney's fees and costs, pursuant to PAGA. *See Huff v. Securitas Security Services, USA, Inc.*, 23 Cal.App.5th 745 (2018) (PAGA plaintiffs who may have suffered just one alleged Labor Code violation are allowed to pursue penalties for any number of additional alleged Labor Code violations that affected other employees and not the plaintiff).

PARTIES | JURISDICTION | VENUE

4. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

5. Defendant Cornerstone OnDemand, Inc. ("Defendant") is a worldwide corporation that operates a talent training platform at 1601 Cloverfield Boulevard, Suite 600S, Santa Monica, California 90404.

6. Defendant conducts business in the State of California.

7. Under California Code of Civil Procedure section 395(a), venue is proper in this County because Defendant resides in this County and/or Plaintiff's alleged injuries herein occurred in this County.

8. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this Complaint to show such true names and capacities when they have been determined. Defendant and Doe Defendants are collectively referred to as "Defendant," "Defendants" or "Defendant Employers."

9. Plaintiff believes that, at all times relevant herein, each defendant designated, including Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

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10. Defendant, and each of them, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i). Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

ALTER EGO | AGENCY | JOINT EMPLOYER

11. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

12. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

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1 13. Defendant Employers were Plaintiff’s employers, joint employers and/or special
2 employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i),
3 and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of
4 this Court. Defendant Employers were Plaintiff’s employers, joint employers and/or special employers
5 within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are
6 each an “employer or other person acting on behalf of an employer” as such term is used in Labor Code
7 sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff’s joint
8 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.
9 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
10 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
11 either directly or indirectly, and the manner in which Defendant Employers’ business was and is
12 conducted.

13 14. Labor Code section 558.1 provides that an employer or “other person acting on behalf of
14 an employer” who violates certain California wage and hour laws “may be held liable as the employer for
15 such violation.” Labor Code section 558.1 defines “other person acting on behalf of an employer” as a
16 “natural person who is an owner, director, officer, or managing agent” of the employer. Labor Code
17 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against “any employer or
18 other person acting on behalf of an employer” who causes overtime pay violations to occur.”); *see Atempa*
19 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 (“Any employer or other
20 person acting either individually or as an officer, agent, or employee of another person” for failure to pay
21 minimum wages.”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) (“aggrieved employees may
22 ... maintain civil actions to recover such penalties”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
23 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
24 and shareholders); *see* Government Code section 12925(d) (defining “Person” as one *or more* individuals,
25 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
26 trustees in bankruptcy, and receivers or other fiduciaries).

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1 15. Despite the formation of purported corporate existence, Defendant Employers are, in
2 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
3 dominated and controlled by one another, who personally committed the frauds and violated the laws as
4 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
5 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
6 Defendant Employers derive actual and significant monetary benefits by and through one another's
7 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
8 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate
9 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
10 wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate
11 formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant
12 Employers are, and at all times relevant were, so mixed and intermingled that the same cannot
13 reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at
14 all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain
15 of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of
16 the separate existence of each of the Defendant Employers would not promote justice, in that it would
17 permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law.
18 The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of
19 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly,
20 Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate
21 existence must be disregarded.

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1 **ADMINISTRATIVE EXHAUSTION**

2 16. Plaintiff exhausted administrative requirements for Plaintiff's claims.

3 17. On March 24, 2023, Plaintiff's counsel gave written notice by online filing with the
4 California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to
5 Defendants a letter specifying the California Labor Code provisions Defendants violated, including the
6 facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since
7 Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the
8 LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants
9 provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or
10 response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699,
11 as provided by subsection 2699.3.

12 **FACTUAL ALLEGATIONS**

13 18. **Defendant.** Defendant is a worldwide corporation that operates a talent training platform
14 at 1601 Cloverfield Boulevard, Suite 600S, Santa Monica, California 90404 (the "worksite").

15 19. **Plaintiff's Hire.** On or about December 3, 2018, Defendant hired Plaintiff Brittani
16 Williams, a young Black woman, as an employee in the job position of Employee Experience Coordinator
17 to work at the worksite.

18 20. Plaintiff was an exemplary employee throughout employment – never once receiving a
19 written warning – even after finding out about her retaliatory termination effective April 28, 2023.

20 21. **Plaintiff's Job Details.** Upon hire in December 2018, Plaintiff's job duties as an
21 Employee Experience Coordinator were those of an office manager and events coordinator. In this role,
22 Plaintiff also served as the backup Executive Assistant to Defendant's founder and former CEO *Adam*
23 *Miller*. In this role, Defendant classified Plaintiff as a "non-exempt" and paid Plaintiff \$22 per hour.

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22. **Misclassification of Plaintiff.** Defendant misclassified Plaintiff as “exempt” as Plaintiff should have been “non-exempt” thus entitled to overtime and breaks. Even though Defendant (barely) paid Plaintiff the requisite minimum salary threshold, Defendant did not allow Plaintiff to customarily and regularly exercise discretion and independent judgment in performing her job duties, presumably under the Executive and/or Administrative Exemption, as required by California Code of Regulations, Title 8, Section 11040(1)(A)(2).

23. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two (2) times the regular rate of pay. This work included: reviewing or responding to emails or texts from a mobile device or after hours; traveling during work and on work trips; and/or work performed remotely or away from the work site where there is no time clock system.

24. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout Plaintiff’s meal breaks; Plaintiff was forced to answer work-related inquiries throughout Plaintiff’s meal breaks; Plaintiff was “on-call” during meal breaks; Plaintiff’s meal breaks were not timely; Plaintiff’s meal breaks were interrupted; and/or Plaintiff’s meal breaks were less than the full 30 minutes.

25. Defendant’s company-wide understaffing arising from labor budget policies and subsequent failure to provide adequate break coverage prevented Plaintiff from taking compliant meal breaks. As a result of these practices and/or policies, Plaintiff was “on-call” and required to continue to perform duties without being able to take a timely, compliant meal break. Thus, Plaintiff had to work through part or all of Plaintiff’s meal breaks, had meal breaks interrupted, and/or wait extended breaks of time before taking meal breaks.

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26. Defendant has engaged in a company-wide practice and/or policy to not pay meal break premiums owed when compliant meal breaks are not provided. If and when Defendant did attempt to pay meal break premiums owed when compliant meal breaks were not provided, Defendant paid at less than the legally required rate of pay. Defendant, therefore, failed to provide Plaintiff compliant meal breaks and failed to pay the full meal break premiums due.

27. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof. For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was forced to work throughout Plaintiff's rest breaks; Plaintiff was forced to answer work-related inquiries throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; and/or Plaintiff's rest breaks were less than the full 10 minutes.

28. Defendant's labor budget policies and resultant understaffing prevented Plaintiff from being relieved of all duties to take compliant rest breaks. Defendant had no policy of scheduling rest breaks for employees, which further impeded and prevented Plaintiff from taking rest breaks. As a result of Defendant's understaffing and failure to schedule rest breaks, Plaintiff worked shifts in excess of 3.5 hours, in excess of six (6) hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest breaks to which Plaintiff was entitled.

29. Defendant has engaged in a company-wide practice and/or policy to not pay rest break premiums owed when compliant rest breaks are not provided. If and when Defendant did attempt to pay rest break premiums owed when compliant rest breaks were not provided, Defendant paid at less than the legally required rate of pay. Defendant, therefore, failed to provide Plaintiff compliant rest breaks and failed to pay the full rest break premiums due.

30. **Unreimbursed Expenses.** Defendant failed to fully reimburse Plaintiff's reasonable business expenses incurred, according to proof, including: mobile device usage costs in excess of the \$50 reimbursement stipend; travel costs, including mileage; and/or home internet usage costs.

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31. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

32. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work.

FIRST CAUSE OF ACTION

PAGA REPRESENTATIVE ACTION FOR PENALTIES PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.

33. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

34. PAGA authorizes an aggrieved employee on behalf of herself and other current and former employees to recover civil penalties for violations of the Labor Code. *See* Labor Code section 2698 *et seq.*

35. Here, Plaintiff is an "aggrieved employee" under Labor Code section 2699(c) because Plaintiff was employed by Defendants and Defendants violated Plaintiff's rights under Labor Code sections:

- **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§ 204(a) and 204(b).
- **Labor Code § 206.** Failure to pay all undisputedly owed wages.
- **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.
- **Labor Code § 212.** Failure to include the name and address of established place of business in the state on pay checks to cash or deposit pay checks.
- **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- **Labor Code § 221.** Failure to not collect and receive owed wages.

- 1 • **Labor Code § 226.** Failure to provide timely and accurate wage statements.
- 2 • **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- 3 • **Labor Code § 226.7.** Failure to provide proper rest periods and failure to provide an additional
- 4 hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- 5 • **Labor Code §§ 226.7 and 512.** Failure to provide proper meal periods and failure to provide an
- 6 additional hour of pay at the regular rate of compensation in lieu of the mandated meal periods.
- 7 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours
- 8 after notice of separation.
- 9 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 10 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime
- 11 and double time compensation at the minimum wage rate.
- 12 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor
- 13 Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the
- 14 Industrial Welfare Commission.
- 15 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and days of
- 16 work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
- 17 226.7, 1193.1, and/or 1194.
- 18 • **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 19 • **Labor Code § 1197.1.** Failure to pay minimum wage.
- 20 • **Labor Code § 1199.** Violation of the provisions of an order of the Industrial Welfare Commission.
- 21 • **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare
- 22 Commission for conditions of labor prohibited by such:
 - 23 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 3,** requiring an
 - 24 employer to pay overtime and double time compensation.
 - 25 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 4,** requiring an
 - 26 employer to pay minimum wages, including overtime and double time compensation at the
 - 27 minimum wage rate.

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- **Wage Order 1-2001 (or other applicable Wage Order), Section 7**, requiring an employer to maintain accurate information with respect to each employee; provide employees with thorough and accurate itemized wage statements; and, provide clocks within a reasonable distance from employees' work areas.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 11**, requiring an employer to provide its employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 12**, requiring an employer to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 14**, requiring an employer to provide its employees with suitable seats.
- **Labor Code § 2802**. Failure to reimburse necessary business expenses.

36. Plaintiff is therefore authorized by PAGA to recover civil penalties on behalf of Plaintiff and other aggrieved employees – *i.e., all other individuals Defendants employed in California at any time from one year before Plaintiff's PAGA notice through the present* (the "Aggrieved Employees").

37. Plaintiff thus seeks penalties on behalf of herself and the other Aggrieved Employees based on Defendants' violations of the Labor Code sections set forth herein as prescribed by PAGA's tolling provision at subsection 2699.3.

38. Plaintiff exhausted administrative remedies, as set forth herein, and has satisfied all requirements for bringing this representative action.

39. Accordingly, Plaintiff seeks civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California for every pay period for every Aggrieved Employee who experienced one or more of the Labor Code section violations set forth herein, according to proof as prescribed by the Labor Code, including sections 2699(a) and 2699(f), in particular, which provide for \$100 for each initial Labor Code violation and \$200 for each subsequent violation per employee pay period.

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40. Additionally, Plaintiff seeks to recover from Defendants other civil penalties provided by PAGA, including but not limited to penalties under Labor Code sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199.

JURY TRIAL DEMANDED

PRAYER FOR RELIEF

- a. For statutory civil penalties pursuant to Labor Code section 2698 *et seq.*;
- b. For pre-judgment interest and post-judgment interest as permitted by law;
- c. For attorney's fees as permitted by law;
- d. For costs of suit incurred herein; and
- e. For such other and further relief as this Court deems just and proper.

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