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Attorneys for Plaintiff
AMBER HEIGHT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AMBER HEIGHT, an individual,

Plaintiff,

v.

DOWNTOWN CRENSHAW RISING;
CRENSHAW SUBWAY COALITION;
LIBERTY COMMUNITY LAND TRUST;
DAMIEN GOODMAN; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 23STCV05303

**THIRD AMENDED COMPLAINT
FOR DAMAGES AND CIVIL
PENALTIES FOR:**

**1. MINIMUM WAGES
2. OVERTIME WAGES
3. MEAL PERIODS
4. REST PERIODS
5. WAGE STATEMENTS
6. WAITING TIME PENALTIES
7. REIMBURSEMENT
8. UNFAIR COMPETITION
9. RETALIATION
10. FAILURE TO PREVENT SAME
11. LABOR CODE RETALIATION
12. WRONGFUL TERMINATION
13. VIOLATION OF PAGA**

DEMAND FOR JURY TRIAL

1. Plaintiff AMBER HEIGHT ("Plaintiff"), alleges as follows:

THE PARTIES

2. Plaintiff is an individual residing in the State of California, County of Los Angeles.

3. At all times relevant herein, Plaintiff was employed in Los Angeles County, California, and was an "employee" as defined by the California Labor Code, the applicable California Industrial Wage Commission ("IWC") Order(s), and/or the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.).

4. Defendants DOWNTOWN CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY COMMUNITY LAND TRUST are California corporations and, at all times relevant herein, were "employers" as defined by the California Labor Code, the applicable California Industrial Wage Commission ("IWC") Order(s), and/or the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.).

5. Defendant DAMIEN GOODMAN is an individual residing in the State of California, County of Los Angeles. Defendant GOODMAN is the CEO of DOWNTOWN CRENSHAW RISING, he is the secretary of LIBERTY COMMUNITY LAND TRUST, and he is the agent for service of process for CRENSHAW SUBWAY COALITION. Defendants operate these organizations in Los Angeles County, California. Defendants employed Plaintiff in Los Angeles County, California.

6. At all times relevant herein, Defendant DAMIEN GOODMAN operated and managed Defendants DOWNTOWN CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY COMMUNITY LAND TRUST, as well as directed, supervised, and reviewed work performed for these entities by other workers, including Plaintiff, and also approved the payment of wages to Plaintiff and other workers.

6. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as DOES 1 through 50, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and

on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

7. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

8. Plaintiff further alleges that Defendants, including each Doe Defendant identified as DOES, directly or indirectly controlled or affected the terms, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and, as employers, liable under the statutory provisions set forth herein.

9. Defendants DOWNTOWN CRENSHAW RISING, CRENSHAW SUBWAY COALITION, LIBERTY COMMUNITY LAND TRUST, DAMIEN GOODMAN, and DOES 1 through 50 will hereinafter collectively be referred to as "Defendants" unless otherwise specifically stated herein.

JURISDICTION AND VENUE

10. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

11. This Court has jurisdiction under Article VI, Section 10 of the California Constitution that grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes underlying this action do not specify any other basis for jurisdiction.

12. This Court has jurisdiction over Defendants because, upon information and

1 belief, Defendants are citizens of California, have sufficient minimum contacts in
2 California, or Defendants have intentionally availed themselves of the California market
3 so as to render the exercise of jurisdiction over them by the California courts consistent
4 with traditional notions of fair play and substantial justice.

5 13. Venue is proper in this Court because, upon information and belief,
6 Defendants maintain offices, have agents, and/or transact business in the State of
7 California, including the County of Los Angeles. The majority of the acts and omissions
8 alleged herein relating to Plaintiff took place in the State of California, including the
9 County of Los Angeles.

10 **GENERAL ALLEGATIONS**

11 14. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

12 15. Plaintiff began working for Defendants GOODMAN, DOWNTOWN
13 CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY
14 COMMUNITY LAND TRUST as a volunteer while she was still in school. In July 2021, after
15 Plaintiff graduated, Defendant GOODMAN approached Plaintiff and asked Plaintiff if she
16 wanted to work for Defendants. Plaintiff expressed interest as she was eager embark on a career
17 and start a full-time job. Plaintiff had not been customarily engaged in any type of independently
18 established trade, occupation, or business at the time Defendant GOODMAN approached her
19 for a job.

20 16. On or about July 19, 2021, Defendant GOODMAN offered Plaintiff a job as an
21 independent contractor. Plaintiff understood she was going to be working for Defendant
22 GOODMAN and the business he operated and managed, including Defendant DOWNTOWN
23 CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY
24 COMMUNITY LAND TRUST. Plaintiff was not given the option of being an employee.
25 Moreover, at the time, Plaintiff did not fully understand the difference or consequences of being
26 classified as an independent contractor rather than an employee.

27 17. However, upon information and belief, Defendants knew or had reason to know
28 the difference and consequences of such classification, and further knew that Plaintiff was in

fact an employee, but that Defendants knowingly and willfully misclassified Plaintiff and other workers as independent contractors to avoid their legal obligations, including, but not limited to, social security and payroll taxes, unemployment insurance taxes, workers' compensation insurance, as well as a myriad of wage and hour laws and regulations.

18. Defendants did not hire Plaintiff for a specific term. Defendants did not hire Plaintiff to perform any specific job or duty. Defendants did not compensate Plaintiff by the hour, job, task, or unit. Instead, Defendants expected and required Plaintiff to perform a variety of non-exempt tasks and duties as assigned to her for a set monthly salary regardless of the number of hours Plaintiff worked. Plaintiff performed work at Defendant GOODMAN's direction for Defendants DOWNTOWN CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY COMMUNITY LAND TRUST. Moreover, Plaintiff regularly and routinely worked more than 8 hours in a day and/or 40 hours a week while she was employed by Defendants.

19. Defendants further expected and required Plaintiff to perform work after hours, nights, weekends, and extended days. Moreover, Plaintiff was not permitted to perform services for others as Defendants placed restrictions on her work. Defendants expected and required Plaintiff to report to Defendant GOODMAN, which Plaintiff regularly did during her employment with Defendants. Plaintiff had to report to Defendant GOODMAN all the work she performed for Defendants DOWNTOWN CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY COMMUNITY LAND TRUST.

20. At Defendants' direction, including at Defendant GOODMAN's direction, Plaintiff performed various tasks, duties, and assignments during her employment with Defendants. Plaintiff performed accounting duties, organizing duties, human resources tasks, administrative tasks, scheduling, and communications for Defendants DOWNTOWN CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY COMMUNITY LAND TRUST. For example, Plaintiff would help Defendants compile and reconcile Defendants' account payables and receivables. Plaintiff had to create separate files and folders to organize the accounts of Defendants DOWNTOWN CRENSHAW RISING,

CRENSHAW SUBWAY COALITION, and LIBERTY COMMUNITY LAND TRUST.

21. When Defendants wanted to promote particular events, Plaintiff created Instagram and social media posts to advertise the events. Defendants also required Plaintiff to attend and participate in the events. Plaintiff also helped plan company retreats at Defendants' direction, including booking hotels and confirming attendance.

22. Plaintiff did these and other tasks and assignments at the direction of Defendants, including Defendant GOODMAN. At no point during her employment was Plaintiff completely free from Defendants' direction and control in the performance of her duties for Defendants. Upon information and belief, Defendants had the authority to hire and fire Plaintiff, establish the terms and conditions of her employment, and determine her compensation and manage her daily employment activities. Defendants exercised sufficient authority over Plaintiff's employment for them to be joint employers of Plaintiff.

23. Defendants had the authority to hire Plaintiff because they did in fact hire Plaintiff to work for them. Defendants' exercised control over Plaintiff's working conditions because Defendant GOODMAN directed, reviewed, and supervised the work Plaintiff performed for Defendants DOWNTOWN CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY COMMUNITY LAND TRUST. Defendants had the authority to determine Plaintiff's compensation because they did in fact determine Plaintiff's compensation. Plaintiff received compensation, remuneration, and/or reimbursement of various kinds from each Defendant during her employment with Defendants.

24. Defendants hired Plaintiff and permitted and suffered her to work for each Defendant, including Defendants GOODMAN, DOWNTOWN CRENSHAW RISING, CRENSHAW SUBWAY COALITION, and LIBERTY COMMUNITY LAND TRUST, but willfully misclassified her as an independent contractor (although she was in fact an employee) and, consequently, failed to compensate her for all hours worked, including all overtime hours worked and/or at the correct rate of pay, failed to provide her with proper meal and rest periods or premium compensation in lieu thereof, failed to provide her with accurate and itemized wage statements, failed to reimburse her necessary business expenses, and failed to pay all wages at

1 the time of termination, among other violations described herein.

2 25. Furthermore, during Plaintiff's employment, Defendants, including Defendant
3 GOODMAN, engaged in unlawful discrimination against Plaintiff and other female employees.
4 Plaintiff is female and, upon information and belief, Defendants regularly employed more than
5 5 employees during the relevant time period and therefore were/are subject to the Fair
6 Employment and Housing Act (FEHA), including its prohibitions against discrimination on the
7 basis of sex and gender.

8 26. Defendants subjected Plaintiff and, upon information and belief, other female
9 employees to discriminatory and harassing behavior. This included, but was not limited to,
10 unequal distribution of work and expectations, cutting off and interrupting Plaintiff and other
11 women during meetings, exclusion, and misogynistic humor and jokes that made Plaintiff and
12 other female employees uncomfortable, undervalued and disrespected. Upon information and
13 belief, Defendants did not treat similarly situated male employees in the same way. Plaintiff
14 complained to Defendants about these and other issues to no avail. Defendants eventually
15 terminated Plaintiff in January 2023.

16 27. Plaintiff is further informed and believes, and based thereupon alleges, that
17 Defendants subjected many of their non-exempt employees to uniform wage and hour policies
18 and practices such as willful misclassification as independent contractors that deprived them of
19 full compensation for all hours worked, including all overtime hours worked at the correct rate
20 of pay. The practices included, but were/are not limited to, willful misclassification, failing to
21 accurately record and pay Plaintiff and other employees for all hours worked and/or at the
22 correct rate of pay, failing to provide and/or compensate Plaintiff and other employees for
23 improper (i.e., short, late, interrupted, and altogether missed) meal and rest periods, failing to
24 provide accurate wage statements, failing to reimburse reasonable and necessary business
25 expenses, failing to pay all wages due and owing to Plaintiff and other employees at the time of
26 termination, among other violations, all in in violation of California law.

27 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff was in fact an employee and not an independent

1 contractor and thus was entitled to receive at least minimum wages for compensation and that
2 she was not receiving at least minimum wages for all hours worked.

3 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff was in fact an employee and not an independent
5 contractor and thus was entitled to receive certain wages for overtime compensation. Plaintiff
6 worked in excess of 8 hours in a day and 40 hours in a week and, thus, was entitled to receive
7 overtime compensation. But Plaintiff was not paid for all overtime hours worked and/or at the
8 appropriate overtime rate. Instead, Defendant paid Plaintiff a set salary regardless of the number
9 of hours she worked, which resulted in substantial underpayment of overtime wages.

10 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff was entitled to receive all meal periods or payment of
12 one additional hour of pay at Plaintiff's regular rate of pay when a meal period was missed, late
13 or interrupted, and that she did not receive all meal periods or payment of one additional hour
14 of pay at Plaintiff's regular rate of pay when improper meal periods occurred.

15 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff was entitled to receive all rest periods or payment of
17 one additional hour of pay at Plaintiff's regular rate of pay when a rest period was missed, late
18 or interrupted, and that she did not receive all timely and uninterrupted rest periods or payment
19 of one additional hour of pay at Plaintiff's regular rate of pay when an improper rest period
20 occurred.

21 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed to provide Plaintiff the required meal periods and rest periods during the relevant time
23 period as required under the Industrial Welfare Commission Wage Orders and thus she is
24 entitled to any and all applicable penalties.

25 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff was entitled to receive all wages owed to her
27 during her employment. Plaintiff did not receive payment of all wages, including overtime
28 and minimum wages and meal and rest period premiums, within any time permissible

under California Labor Code section 204.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff was entitled to receive all wages owed to her upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and she did not, in fact, receive all such wages owed to her at the time of discharge.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff was entitled to receive complete and accurate wage statements in accordance with California law, but she did not receive complete and accurate wage statements from Defendants. The deficiencies included, but were not limited to, the failure to include the total number of hours worked by Plaintiff as well as all hourly rates in effect during the applicable pay period, among other violations.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff in accordance with California law, but Defendants did not keep complete and accurate payroll records for all the reasons herein mentioned.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff that she received proper wages.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had a legal duty and obligation to reimburse Plaintiff for all business expenses reasonably and necessarily incurred in the performance of her duties for Defendants, but that Defendants did not reimburse Plaintiff for all business expenses, including, but not limited to, expenses associated with the use of Plaintiff's automobile, personal cell phone, internet, home office expenses and office equipment, among other expenses which she necessarily incurred in the discharge of her duties for Defendants.

39. At all material times set forth herein, Defendants knowingly and willfully misclassified Plaintiff as an independent contractor and failed to pay Plaintiff at least minimum wages for all hours worked, and overtime where applicable; failed to provide timely and uninterrupted meal periods and rest periods to Plaintiff; failed to pay Plaintiff all wages owed to her upon discharge or resignation; failed to pay Plaintiff's wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204; failed to provide complete and accurate wage statements to Plaintiff; failed to keep complete and accurate payroll records for Plaintiff; failed to reimburse Plaintiff's business expenses; and failed to properly compensate Plaintiff in compliance with California law in order to enrich themselves at the expense of Plaintiff.

40. As a result of the unlawful employment practices alleged herein, Plaintiff is an "aggrieved employee" as that term is defined under the Labor Code Private Attorneys General Act of 2004 (*i.e.*, Cal. Lab. Code § 2699, et seq. ("PAGA")). Plaintiff intends to amend her complaint to add a representative PAGA claim to seek civil penalties on behalf of himself and other aggrieved employees for the Labor Code violations alleged herein. Plaintiff will amend her complaint pursuant to Labor Code § 2699.3(a)(2)(C).

FIRST CAUSE OF ACTION

RECOVERY OF UNPAID MINIMUM WAGES AND LIQUIDATED DAMAGES

(Against ALL Defendants)

41. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

42. California law provides that employees must be paid for all hours worked, up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage. Plaintiff regularly worked time for which Defendants did not compensate her at a rate not less than the prevailing minimum wage. Specifically, upon information and belief, Defendants misclassified Plaintiff as an independent contractor and required Plaintiff perform work for which she was not compensated, including during her off-duty meal periods that was not compensated. As a result, Defendants failed to pay Plaintiff for all hours worked at a rate not less than the prevailing minimum wage.

43. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff is entitled to recover all unpaid wages and liquidated damages, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

RECOVERY OF UNPAID OVERTIME WAGES

(Against ALL Defendants)

44. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

45. California law provides employees in California must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week or 8 per workday, and be paid double time, equal to 2 times the employee's regular rate of pay, for all hours worked in excess of 12 per workday, unless they are exempt.

46. Plaintiff, who was a non-exempt employee, regularly worked more than 40 hours per week, 8 hours per workday, and/or more than 12 hours per workday, and/or in excess of seven (7) consecutive days, but was not paid all overtime wages and double time wages due and owing under California law. Specifically, upon information and belief, Defendants misclassified Plaintiff as an independent contractor and paid Plaintiff a set salary amount regardless of the number of hours she worked. As a result, Defendant failed to pay Plaintiff for all overtime hours worked and/or at the appropriate overtime premium rate.

47. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover all unpaid overtime and double time wages, plus attorney's fees and costs, in an amount to be proved at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU

THEREOF

(Against ALL Defendants)

48. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

49. Under the Labor Code and IWC Wage Orders, employers are required to provide employees with one 30-minute meal break free from all duties for all shifts longer than 5 hours,

and a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (as discussed above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed not meal period was provided.

50. Plaintiff regularly worked periods of more than five hours in a workday without being provided a mandatory thirty-minute, duty-free meal period, and would work periods of more than ten hours in a workday without being provided a mandatory second thirty-minute, duty-free meal period. Upon information and belief, Defendants employed policies and procedures, including willful misclassification, that ensured Plaintiff would not receive all legally required meal periods, as Defendants did not authorize and permit all required meal periods in strict accordance to, and in compliance with, the timing requirements of all applicable Wage Orders. Defendants suffered or permitted Plaintiff to work during her off-duty meal periods and failed to compensate her properly for non-compliant meal periods including, inter alia, short, late, interrupted and missed periods.

51. Defendants failed to provide Plaintiff with all required meal periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff is entitled to one additional hour's pay for each day a meal period was missed, late or interrupted, all in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU

THEREOF

(Against ALL Defendants)

53. California law requires an employer to authorize or permit an employee to take a rest period of ten net minutes for every four hours worked, or major fraction thereof, and such rest periods must be in the middle of the four-hour period insofar as practicable. If the employer fails to provide any required rest periods, or fails to provide a fully compliant rest break for a net 10 minutes wherein the employee is fully relieved of all duties and all employer control, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each workday a legally required and/or fully compliant rest period was not provided.

55. Defendants failed to provide Plaintiff with all required rest periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff is entitled to one additional hour's pay for each day a rest break was missed, all in an amount to be proved at trial.

(Against ALL Defendants)

57. The California Labor Code provides that, at the time of each payment of wages, the employer must provide each employee with an itemized statement showing, inter alia, gross wages earned, total hours worked, all deductions taken, net wages earned, the inclusive dates for which the employee is being paid, the employee's name and last four digits of their social

1 security number, the name and address of the legal entity that it is the employer, and all
2 applicable hourly rates in effect during the pay period and all hours worked at each rate.

3 58. Defendants knowingly and intentionally failed to provide Plaintiff with proper,
4 itemized wage statements as the wage statements provided do not accurately state, *inter alia*,
5 gross wages earned, total hours worked, net wages earned and the proper hourly rate for each
6 hour worked.

7 59. Accordingly, under Labor Code section 226, Plaintiff is entitled to statutory
8 penalties in the amount of \$50.00 for the initial pay period in which a violation occurred, and
9 \$100.00 for each subsequent pay period in which a violation occurred, up to an aggregate penalty
10 of \$4,000.00, plus attorney's fees and costs, all in an amount to be proved at trial.

11 **SIXTH CAUSE OF ACTION**

12 **WAITING TIME PENALTIES**

13 **(Against ALL Defendants)**

14 60. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

15 61. The California Labor Code provides that, at the time of termination of
16 employment, an employer must pay an employee all wages due and owing within the time
17 frames set forth in Labor Code sections 201, et seq. Here, Defendants willfully failed to pay
18 Plaintiff who no longer is employed by Defendants all wages due and owing within the deadlines
19 set forth in Labor Code sections 201, et seq.

20 62. Under Labor Code section 203, Plaintiff, who is no longer employed by
21 Defendants, is entitled to recover waiting time penalties of up to 30 days' pay, plus attorney's
22 fees and costs, in an amount to be proved at trial.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

25 **(Against ALL Defendants)**

26 63. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

27 64. During the relevant time period set forth herein, California Labor Code sections
28 2800 and 2802 provide that an employer must reimburse its employee for all necessary

1 expenditures incurred by the employee in direct consequence of the discharge of his or her job
2 duties or in direct consequence of his or her obedience to the direction of the employer.

3 65. During the relevant time period, Defendants intentionally and willfully failed to
4 reimburse Plaintiff for all necessarily business-related expenses and costs, including, but not
5 limited to, expenses and costs associated with the use of Plaintiff's automobile, personal cell
6 phone, internet, home office expenses and office equipment, among other expenses which
7 she necessarily incurred in the performance of her duties for Defendants.

8 66. Defendants' pattern and practice of failing to reimburse Plaintiff for all necessary
9 business-related expenses and costs violate California Labor code sections 2800 and 2802.
10 Pursuant to those sections, Plaintiff is entitled to recover from Defendants her business-related
11 expenses and costs incurred during the course and scope of her employment, plus interest
12 accrued from the date on which the employee incurred the necessary expenditures at the same
13 rate as judgment in civil action in the State of California.

14 **EIGHTH CAUSE OF ACTION**

15 **UNFAIR BUSINESS PRACTICES – Cal Bus. & Prof. Code Sec. 17200**

16 **(Against ALL Defendants)**

17 67. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

18 68. At all times relevant hereto, by and through the conduct described herein,
19 Defendants engaged in unfair and unlawful practices by knowingly and willfully misclassifying
20 Plaintiff and other employees as independent contractors, failing to provide Plaintiff meal and
21 rest periods or premium compensation in lieu thereof, or pay applicable overtime pursuant to
22 the applicable Labor Code and Industrial Welfare Commission requirements, in violation of
23 California Business and Professions Code § 17200, et. seq., and have thereby deprived Plaintiff
24 and others of fundamental rights and privileges and caused Plaintiff to suffer economic injury
25 as herein alleged.

26 69. Defendants engaged in unfair competition by withholding compensation for hours
27 worked, and Defendants further engaged in unfair and unlawful business practices by failing to
28 keep accurate information and time records and failing to accurately itemize the total hours

1 worked by Plaintiff in violation of California law. In doing the forgoing acts, Defendants gained
2 an unfair business advantage by means of these unlawful practices and gained an unfair
3 competitive advantage with respect to competing businesses, which adhered to lawful business
4 practices. Defendants have, therefore, been unjustly enriched and Plaintiff and others have been
5 systematically harmed. Defendants have uniformly violated California law and regulations
6 including, but not limited to, Labor Code §§ 201, 202, 203, 216, 218, 226, 226.7, 226.8, 510,
7 512, 1174, 1198 and other sections of the California Labor Code and IWC Orders.

8 70. Plaintiff is entitled to all relief available under Business and Professions Code §
9 17200 and Defendants should be restrained from continuing to engage in these unfair and
10 unlawful business practices, and in addition, should be required to disgorge the unpaid monies
11 and ill-gotten gains to Plaintiff herein.

12 **NINTH CAUSE OF ACTION**

13 **RETALIATION IN VIOLATION OF FEHA**

14 **(Against Defendants Downtown Crenshaw Rising, Liberty Community Land Trust, &** 15 **Crenshaw Subway Coalition)**

16 71. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

17 72. On March 7, 2023, Plaintiff filed a complaint against Defendants with the
18 Department of Fair Employment and Housing (“DFEH”) and received an immediate “Right-to-
19 Sue” letter from the DFEH the same day. This complaint is timely filed pursuant to that letter.

20 73. At all times herein mentioned, FEHA was in full force and effect and was binding
21 on Defendants, as Defendants regularly employed five or more persons. FEHA makes it
22 unlawful for any person to retaliate against an employee who has opposed any practices
23 forbidden by FEHA, including unwanted discrimination and harassment.

24 74. Defendants’ conduct as alleged above constituted unlawful retaliation in violation
25 of FEHA. Plaintiff made complaints of sexual harassment and discrimination, among other
26 complaints, and she was terminated shortly thereafter.

27 75. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered
28 actual, consequential and incidental financial losses, including without limitation, loss of wages

1 and benefits, and the intangible loss of employment related opportunities in her field and damage
2 to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff
3 claims such amounts as damages pursuant to California Civil Code 3287 and/or 3288 and/or any
4 other provision of law providing for prejudgment interest.

5 76. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
6 and continues to suffer emotional distress, humiliation, mental anguish and embarrassment.
7 Plaintiff is informed and believes, and thereupon alleges, that she will continue to experience
8 said physical and emotional suffering for period in the future not presently ascertainable, all in
9 an amount to prove at the time of trial.

10 77. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced
11 to hire attorneys to prosecute her claims herein and has incurred and is expected to continue to
12 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
13 fees and costs under California Government Code § 12965(b).

14 78. The actions taken against Plaintiff were carried out and ratified by officers and
15 manager of Defendants. Defendants additionally had in place policies and procedures that
16 specifically prohibited retaliation and discrimination and harassment on the basis of sex and
17 gender and required Defendants' and their managers, officers, and agents to prevent retaliation
18 and discrimination and harassment from occurring. However, Defendants chose to consciously
19 and willfully ignore said policies and procedures and therefore, their outrageous conduct was
20 fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff
21 and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted,
22 participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged
23 above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each
24 Defendant in an amount to be established that is appropriate to punish each Defendant and deter
25 others from engaging in such conduct in the future.

26 **TENTH CAUSE OF ACTION**

27 **FAILURE TO PREVENT IN VIOLATION OF FEHA**

28 **(Against Defendants Downtown Crenshaw Rising, Liberty Community Land Trust, &**

Crenshaw Subway Coalition)

79. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

80. At all times set forth herein, Sections 1940 (j) and (k) were in full force and effect and were binding upon Defendants and each of them. These sections impose on an employer a duty to take immediate and appropriate corrective action to end discrimination and harassment and retaliation and to take all reasonable steps necessary to prevent the same from occurring.

81. Defendants failed to take immediate and appropriate corrective action to end the discrimination and retaliation.

82. In failing and/or refusing to take immediate and appropriate corrective action to end the harassment, discrimination and retaliation, and in failing and/or refusing to take and or all reasonable steps necessary to prevent discrimination and retaliation from occurring, Defendants have violated Section 12940 (j) and (k), causing Plaintiff to suffer damages as set forth herein.

83. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of wages and benefits, and the intangible loss of employment related opportunities in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages pursuant to California Civil Code 3287 and/or 3288 and/or any other provision of law providing for prejudgment interest.

84. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and embarrassment. Plaintiff is informed and believes, and thereupon alleges, that she will continue to experience said physical and emotional suffering for period in the future not presently ascertainable, all in an amount to prove at the time of trial.

85. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys to prosecute her claims herein and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code § 12965(b).

86. The actions taken against Plaintiff were carried out and ratified by officers and manager of Defendants. Defendants additionally had in place policies and procedures that specifically prohibited discrimination and required Defendants' managers, officers, and agents to prevent harassment and discrimination and retaliation. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, their outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in such conduct in the future.

ELEVENTH CAUSE OF ACTION

LABOR CODE RETALIATION

(Against Defendants Downtown Crenshaw Rising, Liberty Community Land Trust, & Crenshaw Subway Coalition)

87. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

88. At all times set forth herein, Section 1102.5 was in effect and binding on Defendants. This section prohibits employers from retaliating against employees for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation. An employer further shall not retaliate against an employee for refusing to participate in an activity that would result in the violation of a federal, state, or local rule or regulation.

89. Plaintiff had reasonable cause to believe that Defendants had violated or was not in compliance with state and/or federal laws and regulations concerning discrimination, harassment, retaliation, and the failure to prevent discrimination and retaliation from occurring.

1 90. Plaintiff disclosed to Defendant her belief that Defendants were not in compliance
2 with and/or that laws had been or were being violated.

3 91. Defendants had authority over Plaintiff, and had the authority and resources to
4 investigate and/or correct the violations and/or noncompliance issues raised by Plaintiff.

5 92. Defendants, and persons acting on behalf of Defendants, retaliated against
6 Plaintiff for disclosing and reporting that information, including by termination, mistreatment,
7 materially reducing job responsibilities and job related benefits, and denying promotion and/or
8 advancement, among other adverse employment actions.

9 93. Defendant's conduct was in violation of Section 1102.5 of the California Labor
10 Code.

11 94. As a proximate result of the aforesaid acts of Defendant, Plaintiff has suffered
12 actual, consequential and incidental financial losses, including without limitation, loss of wages
13 and benefits, and the intangible loss of employment related opportunities in her field and damage
14 to her professional reputation, all in an amount subject to proof at the time of trial.

15 95. As a proximate result of the wrongful acts of Defendant, Plaintiff has suffered and
16 continues to suffer emotional distress, humiliation, mental anguish and embarrassment. Plaintiff
17 is informed and believes, and thereupon alleges, that she will continue to experience said
18 physical and emotional suffering for period in the future not presently ascertainable, all in an
19 amount to prove at the time of trial.

20 96. The retaliatory actions taken against Plaintiff were carried out and ratified by
21 officers and manager of Defendant. Defendant additionally had in place policies and procedures
22 that specifically prohibited retaliation and required Defendants' managers, officers, and agents
23 to prevent retaliation. However, Defendant chose to consciously and willfully ignore said
24 policies and procedures and therefore, their outrageous conduct was fraudulent, malicious,
25 oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties
26 owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized,
27 ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should,
28 therefore, be awarded exemplary and punitive damages against each Defendant in an amount to

1 be established that is appropriate to punish each Defendant and deter others from engaging in
2 such conduct in the future.

3 **TWELFTH CAUSE OF ACTION**

4 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

5 **(Against Defendants Downtown Crenshaw Rising, Liberty Community Land Trust, &**
6 **Crenshaw Subway Coalition)**

7 97. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

8 98. At all times mentioned, the public policy of the State of California, as codified,
9 expresses and mandated in FEHA is to prohibits employers from discriminating and harassing
10 and retaliating against any individual on the basis of sex or for opposing practices and policies
11 that contravene the forgoing prohibitions. This public policy of the State of California is
12 designed to protect all employees and to promote the welfare and well being of the community
13 at large. Accordingly, the actions of Defendants, and each of them, in terminating Plaintiff on
14 the grounds alleged and described herein were wrongful and in contravention of the express
15 public policy of the State of California and the laws and regulations promulgated thereunder.

16 99. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered
17 actual, consequential and incidental financial losses, including without limitation, loss of wages
18 and benefits, and the intangible loss of employment related opportunities in her field and damage
19 to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff
20 claims such amounts as damages pursuant to California Civil Code 3287 and/or 3288 and/or any
21 other provision of law providing for prejudgment interest.

22 100. The actions taken against Plaintiff were carried out and ratified by officers and
23 manager of Defendants. Defendants additionally had in place policies and procedures that
24 specifically prohibited discrimination and retaliation on the basis of sex and gender and required
25 Defendants' and their managers, officers, and agents to prevent such discrimination and
26 retaliation. However, Defendants chose to consciously and willfully ignore said policies and
27 procedures and therefore, their outrageous conduct was fraudulent, malicious, oppressive, and
28 was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each

Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in such conduct in the future.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Against All Defendants)

101. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

102. At all times herein set forth, PAGA applied to Plaintiff's employment with Defendants.

103. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

104. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by Defendants during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendant, and one or more of the alleged violations were committed against them. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former aggrieved employees the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

105. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

106. Therefore, under the provisions of PAGA and Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.3, 226.7, 226.8, 245, 246, 510, 512(a), 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 1391, 2802, 2804, 2810.5, 2699 and all applicable Wage Orders, as well as all interpretations of these laws by California Courts and administrative bodies, and any other law that is enforceable through PAGA, Defendants are liable for: (1) All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute; and (2) Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code Section 2699(f).

107. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against Plaintiff or any aggrieved employee, whether a party to this action or not. Further, as a PAGA action, this claim need not be certified as a class action to proceed with a company-wide recovery. (*See generally, Arias v. Superior Court* (2009) 46 Cal.4th 969; *Williams v. Superior Court* (2017) 3 Cal.5th 531.)

108. Plaintiff complied with the procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5. By letter postmarked March 6, 2023, Plaintiff gave written notice to the California Labor and Workforce Development Agency (“LWDA”) via electronic mail at PAGAfilings@dir.ca.gov, and via certified mail to Defendants, of the specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts and theories to support the alleged violations.

109. Under Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations within 65 days of the date of the Plaintiff's written notice. As of the date of this First Amended Complaint, the LWDA has not provided the parties any notice of its intention to investigate Plaintiff's claims on behalf of herself and other aggrieved employees. Defendants further have not responded to Plaintiff's PAGA notice in an attempt to cure. Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to

1 recover civil penalties against Defendants for violations of California Labor Code sections
2 201, 202, 203, 204, 223, 226(a), 226.3, 226.7, 226.8, 245, 246, 510, 512(a), 558, 558.1, 1174(d),
3 1194, 1197, 1197.1, 1198, 1391, 2802, 2804, 2810.5, and 2699. Plaintiff has exhausted all
4 administrative remedies required by law.

5 110. Pursuant to Labor Code § 2699(g), and/or any and all other applicable laws,
6 Plaintiff is entitled to recover civil penalties, costs, and attorney's fees.

7 **PRAYER**

8 WHEREFORE, Plaintiff, prays for judgment against each Defendant, jointly and
9 severally, as follows:

- 10 1. For all general damages in an amount within the jurisdictional limits of this Court;
- 11 2. For all special damages, according to proof;
- 12 3. For all punitive damages;
- 13 4. For all loss of earnings, according to proof;
- 14 5. For all civil penalties, according to proof;
- 15 5. For all prejudgment interest, according to proof;
- 16 6. For all reasonable attorney's fees;
- 17 7. For costs of suit incurred herein; and
- 18 8. For such other and further relief as the Court deems just and proper

19 Respectfully submitted,

20
21 DATED: June 19, 2024

LURTZ LEGAL, P.C.

22
23 

24 By: _____
25 Marshall R. Lurtz
26 Attorneys for Plaintiff
27 AMBER HEIGHT
28

LURTZ LEGAL, P.C.
3511 Camino del Rio South, Suite 101
San Diego, California 92108

DEMAND FOR JURY TRIAL

Plaintiff AMBER HEIGHT demands a trial by jury on all claims so triable.

DATED: June 19, 2024

Respectfully submitted,

LURTZ LEGAL, P.C.



By: _____
Marshall R. Lurtz
Attorneys for Plaintiff
AMBER HEIGHT