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12 individually and on behalf of all others similarly situated

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14 **IN THE SUPERIOR COURT OF CALIFORNIA**
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16 **COUNTY OF RIVERSIDE**

17 BRYAN BERNAL, individually and on behalf
18 of all others similarly situated,

19 Plaintiff(s),

20 v.

21 REEL FATHERS RIGHTS APC; and DOES 1
22 through 100,

23 Defendant(s).

Case No. **CVRI 2601445**

COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Wage Statement Penalties**
6. **Waiting Time Penalties**
7. **Violation of Unfair Competition Law**
8. **Private Attorneys General Act**
9. **Violation of California Government Code §12940(j) – Medical Condition Harassment**
10. **Violation of California Government Code § 12940 (k) – Failure to Prevent Harassment**

DEMAND FOR JURY TRIAL

1 **RELEVANT PARTIES**

2 1. Plaintiff Bryan Bernal (“Plaintiff”) is an adult resident of Riverside County, California, and
3 was at all times relevant residing in Riverside County, California.

4 2. Defendant Reel Fathers Rights APC (“Defendant”) is a California corporation with its
5 principal place of business located in Riverside County, California. Defendant is registered to and
6 does conduct business in the State of California and is subject to the laws of the State of California.
7 All acts and omissions of Defendant employees as alleged herein occurred while they were acting
8 within the course and scope of their employment.

9 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
10 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
11 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
12 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
13 informed and believes, and based on such information and belief alleges, that each of the fictitiously
14 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
15 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
16 and Doe Defendants are collectively referred to as “Defendants”.

17 **JURISDICTION AND VENUE**

18 4. This action is properly filed in Riverside County because the acts and omissions that give
19 rise to Plaintiff’s claims took place in Riverside County, and Defendants transact substantial
20 business in this County.

21 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
22 alleged herein occurred in Riverside County, California and Plaintiff suffered damages from such
23 conduct within Riverside County, California.

24 **FACTUAL ALLEGATIONS**

25 6. At all times relevant, Plaintiff was Defendants’ employee.

26 7. Plaintiff was employed by Defendants from on or about October 23, 2023 through July 10,
27 2025.

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1 8. Plaintiff's job positions included Legal Secretary and Paralegal/Paralegal II, and he was
2 classified as a non-exempt employee for the majority of his employment.

3 9. From approximately May 2024 through December 2024, Plaintiff was improperly classified
4 as exempt and paid a salary of \$66,500 annually.

5 10. Plaintiff worked at multiple office locations including Corona and Irvine, California.

6 11. In or about December 2024, Plaintiff underwent major eye surgery for mass removal, which
7 resulted in light sensitivity requiring accommodation.

8 12. In late January or early February 2025, Plaintiff provided Defendant with a doctor's note
9 permitting him to wear sunglasses indoors for approximately three months during his recovery
10 period.

11 13. From February 2025 through April 2025, Vice President Jack Parr and CEO Mark Reel
12 repeatedly subjected Plaintiff to harassing comments regarding his medical accommodation.

13 14. The harassing comments included statements such as "only Brian can wear his glasses
14 because he's the cool guy" and "Oh, look at Brian being such a cool guy wearing glasses indoors."

15 15. Jack Parr and Mark Reel also questioned the legitimacy of the medical accommodation,
16 saying things like "Is your eye still bothering you? Really? How long has it been?"

17 16. The harassment occurred daily and was made in front of other employees.

18 17. Throughout Plaintiff's employment, Defendant failed to authorize and permit Plaintiff to
19 take proper meal and rest breaks.

20 18. Plaintiff regularly worked 12+ hour days without receiving second meal breaks.

21 19. Plaintiff was only able to take 10-minute rest breaks approximately one to two times per
22 week instead of the legally required rest breaks for every four hours worked.

23 20. Plaintiff frequently worked off-the-clock during nights and weekends to meet billable hour
24 requirements.

25 21. Plaintiff regularly worked until midnight and stayed at the office from 8:00 AM until 8:15
26 PM on numerous occasions.

27 22. Defendant failed to pay proper overtime premiums during the period when Plaintiff was
28 improperly classified as exempt despite performing non-exempt administrative duties.

23. On or about July 10, 2025, Plaintiff's employment with Defendant ended.

24. After Plaintiff left Defendant's employment, on or about July 29, 2025, Jack Parr viewed Plaintiff's LinkedIn profile and continued to view it approximately once a week for about a month.

25. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other things.

26. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment, including unpaid overtime, meal and rest break premiums, and off-the-clock work compensation as well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

PAGA ALLEGATIONS

27. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

28. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

29. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

30. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

1 31. On December 1, 2025, Plaintiff provided written notice by online filing to the LWDA and
2 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
3 violated by Defendants, including the facts and theories to support the alleged violations.

4 32. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
5 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
6 PAGA Penalties on behalf of all Aggrieved Employees.

7 33. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
8 and former, who were employed by Defendants within one year prior to December 1, 2025, through
9 final disposition of this action.”

10 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

11 34. On March 5, 2026, prior to initiating this complaint, Plaintiff filed with the California Civil
12 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
13 Retaliation against Defendant. On March 5, 2026, the CCRD issued a Notice of Case Closure and
14 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
15 order to enforce their rights under FEHA.

16 35. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
17 prerequisite to filing this action.

18 **FIRST CAUSE OF ACTION**

19 **Failure to Provide Compliant Meal Periods**

20 **By Plaintiff Against All Defendants**

21 36. Plaintiff incorporates by reference the paragraphs above.

22 37. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
23 employee for a work period of more than five hours per day without providing the employee with a
24 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
25 without providing the employee with a second meal period of not less than 30 minutes”.

26 38. An employer provides compliant meal breaks to its employees “if it relieves its employees
27 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
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1 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
2 1004, 1040 (2012)).

3 39. Not only must an employer affirmatively relieve its employees of all duty during their meal
4 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
5 (*Brinker*, supra).

6 40. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

7 41. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
8 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
9 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
10 11 Cal. 5th 858 (2021)).

11 42. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
12 break was missed.

13 43. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
14 penalties, attorney fees, and costs.

15 **SECOND CAUSE OF ACTION**

16 **Failure to Provide Compliant Rest Periods**

17 **By Plaintiff Against All Defendants**

18 44. Plaintiff incorporates by reference the paragraphs above.

19 45. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
20 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
21 per four hours or major fraction thereof.

22 46. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
23 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
24 5th 257, 269 (2016)).

25 47. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

26 48. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
27 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
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1 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
2 11 Cal. 5th 858 (2021)).

3 49. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
4 break was missed.

5 50. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
6 penalties, attorney fees, and costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure to Pay for All Hours Worked**

9 **By Plaintiff Against All Defendants**

10 51. Plaintiff incorporates by reference the paragraphs above.

11 52. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
12 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
13 40 hours in a workweek.

14 53. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

15 54. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
16 penalties, attorney fees, and costs.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay All Overtime Owed**

19 **By Plaintiff Against All Defendants**

20 55. Plaintiff incorporates by reference the paragraphs above.

21 56. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday
22 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
23 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
24 one-half times the regular rate of pay for an employee."

25 57. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

26 58. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
27 interest, penalties, attorney fees, and costs.

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1 **FIFTH CAUSE OF ACTION**

2 **Wage Statement Penalties**

3 **By Plaintiff Against All Defendants**

4 59. Plaintiff incorporates by reference the paragraphs above.

5 60. Labor Code section 226(a) requires employers to provide itemized wage statements to its
6 employees that identify accurate information regarding their compensation. Defendants, as a matter
7 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
8 statements to Plaintiff in violation of Labor Code section 226(a).

9 61. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
10 and incomplete.

11 62. Defendants knowingly and intentionally issued wage statements that were inaccurate and
12 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
13 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

14 63. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
15 costs.

16 **SIXTH CAUSE OF ACTION**

17 **Waiting Time Penalties**

18 **By Plaintiff Against All Defendants**

19 64. Plaintiff incorporates by reference the paragraphs above.

20 65. Labor Code sections 201 and 202 require that an employer provide an employee with all
21 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
22 employee's resignation.

23 66. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
24 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
25 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
26 thirty days.

27 67. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
28 conclusion of employment.

1 68. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
2 and costs.

3 **SEVENTH CAUSE OF ACTION**

4 **Violation of Unfair Competition Law**

5 **By Plaintiff Against All Defendants**

6 69. Plaintiff incorporates by reference the paragraphs above.

7 70. Defendants' conduct described herein constitutes unfair competition.

8 71. Specifically, Defendants have gained an unfair advantage over other similarly situated
9 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
10 owed.

11 72. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
12 wrongfully withheld wages.

13 73. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

14 **EIGHTH CAUSE OF ACTION**

15 **Private Attorneys General Act**

16 **By Plaintiff and the Aggrieved Employees Against All Defendants**

17 74. Plaintiff incorporates by reference the paragraphs above.

18 75. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
19 violation(s) of the Labor Code.

20 76. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

21 77. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
22 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
23 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

24 78. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
25 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
26 the penalties in Labor Code section 2699 apply.

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1 79. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
3 sections 1197.1 and 2699 apply.

4 80. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
6 sections 558, 1197.1, and 2699 apply.

7 81. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
8 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
9 and 2699 apply.

10 82. With respect to violations of Labor Code section 203 for failure to pay all wages due to
11 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
12 Labor Code section 2699 apply.

13 83. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
14 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
15 the manner alleged herein.

16 84. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
17 to Labor Code section 2699(g).

18 **NINTH CAUSE OF ACTION**

19 **Violation of California Government Code §12940(j) – Medical Condition Harassment**

20 **By Plaintiff Against All Defendants**

21 85. Plaintiff incorporates by reference the paragraphs above.

22 86. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
23 force and effect and was binding upon Defendants and each of them.

24 87. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
25 independent contractor to be subjected to harassment based on "race," "national origin, ancestry,
26 physical disability, mental disability, medical condition" or "sex."

27 88. During their employment with Defendants, Plaintiff was subjected to numerous instances of
28 harassment based on their medical condition (described supra).

1 89. The harassment of Plaintiff was reported and known to Defendants.

2 90. Defendants failed to take immediate and appropriate corrective action.

3 91. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
4 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
5 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
6 symptoms.

7 92. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
8 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
9 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
10 the award of punitive and exemplary damages in an amount to be determined at trial.

11 93. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
12 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
13 including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(c).

14 **TENTH CAUSE OF ACTION**

15 **Violation of California Government Code § 12940 (k) – Failure to Prevent Harassment**

16 **By Plaintiff Against All Defendants**

17 94. Plaintiff incorporates by reference the paragraphs above.

18 95. At all relevant times, Defendant was Plaintiff's employer within the meaning of the Fair
19 Employment and Housing Act, California Government Code section 12900 et seq.

20 96. At all relevant times, Defendant employed more than five persons and was subject to the
21 Fair Employment and Housing Act.

22 97. California Government Code section 12940(k) makes it unlawful for an employer to fail to
23 take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from
24 occurring.

25 98. Defendant had actual and constructive knowledge of the harassment Plaintiff experienced
26 based on his medical condition.

27 99. Despite such knowledge, Defendant failed to take all reasonable steps necessary to prevent
28 the harassment from occurring.

100. Defendant's failures included, but were not limited to: failing to investigate complaints of harassment; failing to discipline or train supervisors and managers who engaged in harassing conduct; failing to implement effective anti-harassment policies; and creating or tolerating a work environment in which harassment was permitted.

101. As a direct and proximate result of Defendant's conduct, Plaintiff suffered emotional distress, humiliation, anxiety, and other harm.

102. Defendant's conduct was willful, malicious, and oppressive, entitling Plaintiff to punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First - Second Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Third Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest
4. Attorneys' fees
5. Costs
6. Other relief the court deems proper

Fourth Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
2. Interest
3. Attorneys' fees
4. Costs

1 5. Other relief the court deems proper

2 Fifth Cause of Action

3 1. Penalties pursuant to Labor Code section 226

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Sixth Cause of Action

8 1. Penalties pursuant to Labor Code section 203

9 2. Attorneys' fees

10 3. Costs

11 4. Other relief the court deems proper

12 Seventh Cause of Action

13 1. Restitution of all wrongfully withheld wages

14 2. Attorneys' fees

15 3. Costs

16 4. Other relief the court deems proper

17 Eighth Cause of Action

18 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

19 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
20 violate the California Labor Code in the manner alleged herein

21 3. Attorneys' fees

22 4. Costs

23 5. Other relief the court deems proper

24 Ninth - Tenth Cause of Action

25 1. Compensatory damages

26 2. Punitive damages

27 3. Attorneys' fees

28 4. Costs

1 5. Other relief the court deems proper
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3 DATED: March 5, 2026

FRONTIER LAW CENTER

Nicole Clancy

NICOLE CLANCY

Attorney for Plaintiff

BRYAN BERNAL,
individually and on behalf of all
others similarly situated

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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: March 5, 2026

FRONTIER LAW CENTER



NICOLE CLANCY
Attorney for Plaintiff
BRYAN BERNAL,
individually and on behalf of all
others similarly situated