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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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By: Elda Ramirez, DEPUTY

10 Attorney for Plaintiff
11 AANISAH WAITE, on behalf of himself and all
12 other similarly situated Aggrieved Employees

13 **IN THE SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF SAN BERNARDINO**

15 AANISAH WAITE, on behalf of himself and all
16 other similarly situated Aggrieved Employees

Case No. CIVSB2325048

COMPLAINT

17 Plaintiff(s),
18 v.
19 STARS BEHAVIORAL HEALTH GROUP,
20 INC.; and DOES 1 through 100 inclusive,
21 Defendant(s).

1. Disability Discrimination (Gov. Code §12940(a));
2. Failure to Engage in Interactive Process (Gov. Code §12940(m));
3. Failure Provide Reasonable Accommodation (Gov. Code §12940(n));
4. Retaliation in Violation of FEHA (Gov. Code §12940(h));
5. Failure to Prevent Discrimination and Retaliation from Occurring (Gov. Code §12940(k));
6. Meal Break Violations;
7. Rest Break Violations;
8. Wage Statement Penalties;
9. Waiting Time Penalties;
10. Violation of Unfair Competition Law; and
11. Private Attorneys General Act

22 Plaintiff AANISAH WAITE, by and through his attorneys, alleges as follows:

RELEVANT PARTIES

1. Plaintiff AANISAH WAITE ("Plaintiff") is an individual residing in the County of San Bernardino, California.
2. Defendant STARS BEHAVIORAL HEALTH GROUP, INC., ("Defendant" or "Stars") is a corporation organized under the laws of the State of California, doing business in San Bernardino, California.
3. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 through 10, inclusive, are unknown to Plaintiff currently. Plaintiff therefore sues said Defendants by such fictitious names and will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged hereinafter.
4. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, each Defendant was the agent, employee, alter ego, and/or joint ventures of each of the remaining Defendants, and in doing the acts alleged herein, was acting in the course and scope of such agency, employment, joint venture, and/or alter ego relationship with full knowledge and consent of each of the other Defendants. 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.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Defendants because each Defendant either resides in, or maintains offices and transacts business in, the County of San Bernardino.
6. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because Defendants transact business here, and the unlawful practices complained of herein occurred in this County.

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1 **PLAINTIFF HAS EXHAUSTED THEIR ADMINISTRATIVE REMEDIES**

2 7. On August 24, 2023, Plaintiff requested and obtained an immediate right-to-sue from the
3 California Civil Rights Department (“CCRD”) and has therefore exhausted his administrative
4 remedies.

6 **FACTUAL ALLEGATIONS**

7 8. Plaintiff began working for Defendant as a Household Coach in or around June 2018.

8 9. In or around September 2022, Plaintiff took medical leave due to anxiety and depression.
9 Plaintiff provided Defendant with proper medical documentation supporting the leave.

10 10. While Plaintiff was on leave, her manager falsely informed Plaintiff's coworkers that
11 Plaintiff had quit her position. Plaintiff's manager manipulated Plaintiff's coworkers into taking over
12 Plaintiff's usual 6:00 am to 2:30 pm shift.

13 11. In or around February/March 2023, Plaintiff sought to return to work following the
14 expiration of her medical leave.

15 12. Defendant refused to return Plaintiff to her previous position and shift. Instead, Defendant
16 only offered Plaintiff alternative shifts that did not accommodate Plaintiff's childcare
17 responsibilities.

18 13. For example, Defendant offered Plaintiff a shift located two hours away from her home that
19 would have required a four-hour daily commute.

20 14. Plaintiff diligently communicated with Defendant's human resources department and
21 provided updated medical documentation, but Defendant persisted in refusing to provide Plaintiff
22 with reasonable accommodation.

23 15. On or about May 10, 2023, Defendant sent Plaintiff a letter stating that her position had been
24 filled and that if Plaintiff did not obtain a new position within 60 days, her employment would be
25 terminated.

26 16. As a result of Defendant's discriminatory refusal to engage in the interactive process and
27 failure to provide reasonable accommodation, Plaintiff remains on leave and is unable to return to
28 work.

1 17. Plaintiff is a qualified individual with a disability under Government Code §12926(j) and
2 (m). Plaintiff suffers from anxiety and depression that limit the major life activity of working.
3 However, Plaintiff is able to perform the essential duties of her position as a Household Coach with
4 reasonable accommodation.

5 18. Defendants failed to provide Plaintiff and the Aggrieved Employees with compliant meal
6 breaks, because they were expected to finish their assigned duties prior to taking breaks, and those
7 duties frequently necessitated taking breaks late, cutting them short, or missing them entirely.

8 19. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay
9 for these missed breaks.

10 20. Defendant failed to provide Plaintiff and the Aggrieved Employees with compliant rest
11 breaks, because they were required to remain on-site throughout their purported breaks and were
12 required to continue working through those breaks on numerous occasions.

13 21. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
14 for these missed breaks.

15 22. Defendants failed to provide Plaintiff and the Aggrieved Employees with accurate wage
16 statements because the wage statements issued did not accurately list total wages owed and hours
17 worked, among other things.

18 23. Due to Defendants' failure to pay all wages due to Plaintiff and the Aggrieved Employees
19 during their employment, it follows that Defendant failed to pay all wages due at the conclusion of
20 their employment as well. Therefore, Defendants are liable to Plaintiff and the Aggrieved
21 Employees for waiting time penalties.
22

23 PAGA ALLEGATIONS

24
25 28. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
26 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
27 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
28 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.

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

30. 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

31. 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.

32. On July 28, 2023, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

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

34. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to July 28, 2023, through final disposition of this action."

FIRST CAUSE OF ACTION

Disability Discrimination – Disparate Treatment

(Gov. Code § 12940(a))

By Plaintiff Against All Defendants

35. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

36. At all relevant times, Defendant was an employer subject to Government Code §12940(a), which prohibits discrimination against any person on the basis of physical or mental disability.

37. Plaintiff was a member of a protected class as a person with a mental disability.

38. Plaintiff was able to perform the essential job duties of her position with reasonable accommodation.

39. Defendant discriminated against Plaintiff on the basis of her disability by refusing to engage in the interactive process, denying Plaintiff's requests for reasonable accommodation, refusing to return Plaintiff to her prior position, and threatening to terminate Plaintiff's employment.

40. As a direct and proximate result of Defendant's disability discrimination, Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits.

41. As a further direct and proximate result of Defendant's disability discrimination, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in an amount according to proof.

42. Defendant's misconduct was committed intentionally, maliciously, wantonly, oppressively, and fraudulently with a conscious disregard for Plaintiff's rights and with the intent to vex, injure, punish, and annoy Plaintiff so as to cause the injuries sustained by Plaintiff, within the meaning of California Civil Code §3294. Plaintiff is therefore entitled to punitive or exemplary damages in an amount sufficient to punish and make an example of Defendant.

SECOND CAUSE OF ACTION

Failure to Engage in Interactive Process and Provide Reasonable Accommodation

(Gov. Code § 12940(m))

By Plaintiff Against All Defendants

43. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

44. At all relevant times, Defendant was an employer subject to Government Code §12940(n), which makes it unlawful for an employer to fail to engage in a timely, good faith, interactive process with an employee to determine effective reasonable accommodations.

1 45. Defendant was aware that Plaintiff had a mental disability that affected her ability to work.
2 Plaintiff requested reasonable accommodation in the form of a return to her prior position and
3 schedule.

4 46. Defendant failed and refused to engage in a good faith interactive process with Plaintiff to
5 determine the availability of effective reasonable accommodations.

6 47. As a direct and proximate result of Defendant's refusal to engage in the interactive process,
7 Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits.

8 48. As a further direct and proximate result of Defendant's refusal to engage in the interactive
9 process, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental
10 and physical pain and anguish, all to her damage in an amount according to proof.

11 49. Defendant's misconduct was committed intentionally, maliciously, wantonly, oppressively,
12 and fraudulently with a conscious disregard for Plaintiff's rights and with the intent to vex, injure,
13 punish, and annoy Plaintiff so as to cause the injuries sustained by Plaintiff, within the meaning of
14 California Civil Code §3294. Plaintiff is therefore entitled to punitive or exemplary damages in an
15 amount sufficient to punish and make an example of Defendant.
16

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18 **THIRD CAUSE OF ACTION**

19 **Failure Provide Reasonable Accommodation**

20 **(Gov. Code §12940(n))**

21 **By Plaintiff Against All Defendants**

22 50. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained
23 in the preceding paragraphs of this Complaint as though fully set forth herein.

24 51. At all relevant times, Defendant was an employer subject to Government Code §12940(m),
25 which makes it unlawful for an employer to fail to make reasonable accommodation for the known
26 physical or mental disability of an employee.

27 52. Defendant was aware that Plaintiff had a mental disability that affected her ability to work.
28 Plaintiff requested reasonable accommodation in the form of a return to her prior position and
schedule.

53. Defendant failed and refused to provide Plaintiff with reasonable accommodation, even though such accommodation was available and would not have imposed undue hardship on Defendant.

54. As a direct and proximate result of Defendant's refusal to provide reasonable accommodation, Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits.

55. As a further direct and proximate result of Defendant's refusal to provide reasonable accommodation, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in an amount according to proof.

56. Defendant's misconduct was committed intentionally, maliciously, wantonly, oppressively, and fraudulently with a conscious disregard for Plaintiff's rights and with the intent to vex, injure, punish, and annoy Plaintiff so as to cause the injuries sustained by Plaintiff, within the meaning of California Civil Code §3294. Plaintiff is therefore entitled to punitive or exemplary damages in an amount sufficient to punish and make an example of Defendant.

FOURTH CAUSE OF ACTION

Retaliation in Violation of FEHA

(Gov't Code § 12940(h))

Against All Defendants

57. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

58. At all relevant times, Defendant was an employer subject to Government Code §12940(h), which prohibits employers from retaliating against any person who has filed a complaint, testified, assisted, or participated in any manner in an investigation or proceeding under FEHA.

59. Plaintiff engaged in protected activity by requesting reasonable accommodation for her known mental disability.

60. Defendant was aware that Plaintiff had engaged in protected activity.

61. Defendant retaliated against Plaintiff for engaging in protected activity by refusing to provide reasonable accommodation, refusing to return Plaintiff to her prior position, threatening to terminate Plaintiff's employment, and constructively terminating Plaintiff's employment.

62. As a direct and proximate result of Defendant's retaliation, Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits.

63. As a further direct and proximate result of Defendant's retaliation, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in an amount according to proof.

64. Defendant's misconduct was committed intentionally, maliciously, wantonly, oppressively, and fraudulently with a conscious disregard for Plaintiff's rights and with the intent to vex, injure, punish, and annoy Plaintiff so as to cause the injuries sustained by Plaintiff, within the meaning of California Civil Code §3294. Plaintiff is therefore entitled to punitive or exemplary damages in an amount sufficient to punish and make an example of Defendant.

FIFTH CAUSE OF ACTION

Failure Prevent Discrimination and Retaliation from Occurring

(Gov. Code §12940(k))

By Plaintiff Against All Defendants

65. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

66. At all relevant times, Defendant was an employer subject to Government Code §12940(k), which prohibits an employer from failing to take all reasonable steps to prevent discrimination and retaliation from occurring.

67. Defendant failed to take all reasonable steps to prevent discrimination and retaliation against Plaintiff, including failing to properly communicate Plaintiff's leave status, refusing to engage in the interactive process, denying Plaintiff's request for reasonable accommodation, refusing to return Plaintiff to her prior position, threatening to terminate Plaintiff's employment, and constructively terminating Plaintiff's employment.

68. As a direct and proximate result of Defendant's failure to prevent discrimination and retaliation, Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits.

69. As a further direct and proximate result of Defendant's failure to prevent discrimination and retaliation, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in an amount according to proof.

70. Defendant's misconduct was committed intentionally, maliciously, wantonly, oppressively, and fraudulently with a conscious disregard for Plaintiff's rights and with the intent to vex, injure, punish, and annoy Plaintiff so as to cause the injuries sustained by Plaintiff, within the meaning of California Civil Code §3294. Plaintiff is therefore entitled to punitive or exemplary damages in an amount sufficient to punish and make an example of Defendant.

SIXTH CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiff Against All Defendants

71. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

1 76. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
2 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
3 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
4 11 Cal. 5th 858 (2021)).

5 77. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
6 break was missed.

7 78. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
8 penalties, attorney fees, and costs.
9

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11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Provide Compliant Rest Periods**

13 **By Plaintiff Against All Defendants**

14 79. Plaintiff incorporates by reference the paragraphs above.

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

18 81. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
19 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
20 5th 257, 269 (2016)).

21 82. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

22 83. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
23 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
24 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
25 11 Cal. 5th 858 (2021)).

26 84. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
27 break was missed.

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

EIGHTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

86. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

NINTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff Against All Defendants

91. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

3 **TENTH CAUSE OF ACTION**

4 **Violation of Unfair Competition Law**

5 **By Plaintiff Against All Defendants**

6 96. Plaintiff incorporates by reference the paragraphs above.

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

8 98. 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 99. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
12 wrongfully withheld wages.

13 100. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.
14

15
16 **THIRTEENTH CAUSE OF ACTION**

17 **Private Attorneys General Act**

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

19 101. Plaintiff incorporates by reference the paragraphs above.

20 102. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
21 violation(s) of the Labor Code.

22 103. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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

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

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

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For past and future loss of income and benefits;
2. For emotional distress damages;
3. For punitive and exemplary damages;
4. For reasonable attorneys' fees and costs of suit;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all causes of action.

DATED: October 5, 2023

DocuSigned by:

Joseph Gross

Joseph Gross

Attorney for Plaintiff
AANISAH WAITE