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Electronically FILED by
Superior Court of California,
County of Los Angeles
2/07/2024 5:22 PM
David W. Slayton,
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By Y. Tarasyuk, Deputy Clerk

Attorney for Plaintiff, ELIZABETH FREEMAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL JUDICIAL DISTRICT**

ELIZABETH FREEMAN, an Individual, on
behalf of herself and Aggrieved Employees,

Plaintiff,

vs.

REM CALIFORNIA, LLC, a Limited
Liability Company; CPESCA
LIQUIDATING, INC., fka CPES
CALIFORNIA, INC., a California
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **24STCV03235**

COMPLAINT FOR DAMAGES:

1. **Violation of Cal. Lab. Code § 1194**
2. **Violation of Cal. Lab. Code §§ 226.7 & 512**
3. **Violation of Cal. Lab. Code § 226(a)**
4. **Violation of Cal. Lab. Code § 226(c)**
5. **Violation of Cal. Lab. Code § 432 / 1198.5**
6. **Violation of Cal. Lab. Code § 2802**
7. **Violation of Business & Professions Code § 17200**
8. **Violation of Government Code §12940(a)**
9. **Violation of Cal. Lab. Code §2699, et seq.**

DEMAND FOR JURY TRIAL

Plaintiff ELIZABETH FREEMAN (hereinafter "Plaintiff") hereby submits the following individual and representative complaint against REM CALIFORNIA, LLC (hereinafter "REM"), CPESCA LIQUIDATING, INC., fka CPES CALIFORNIA, INC. (hereinafter "CPES") and DOES 1-10 (collectively "Defendants"), and alleges as follows:

INTRODUCTION

1. Plaintiff worked for CPES/REM for almost a decade, initially as a Direct Support Professional, and then as a Program Director, until REM wrongfully terminated the Plaintiff on October 17, 2023. REM exhibited discriminatory animus in so terminating the Plaintiff because of her age, national origin, and perceived / actual disability and/or medical condition, while retaining the younger employee from Nigeria who actually committed the act Plaintiff was pretextually terminated for.

2. As a Program Director, Mrs. Freeman performed the duties of a Direct Support Professional over 50% of the time she worked – a position CPES/REM recognized to be non-exempt. However, Mrs. Freeman was misclassified as exempt, regularly working over twenty (20) hours of unpaid overtime per week.

3. As a result of continuous labor code violations and her wrongful termination, Plaintiff seeks damages available to her under, *inter alia*, the California Labor Code (including various statutory penalties), compensatory damages, liquidated damages, interest on unpaid wages, punitive damages, attorney's fees and costs against Defendant REM. The Plaintiff seeks restitution/equitable relief under Business and Professions Code 17200 against CPES/REM. The Plaintiff seeks compensatory damages, punitive damages, attorney's fees and costs under the Fair Employment and Housing Act (hereinafter "FEHA") against Defendant REM. The Plaintiff also seek civil penalties on behalf of herself and the Aggrieved Employees under the Private Attorney General Act (hereinafter "PAGA") against Defendant REM.

IDENTIFICATION OF ALL PARTIES

4. Plaintiff is an individual residing in Los Angeles County, California at all times relevant to the matter herein.

5. Plaintiff is informed and believes, and thereon alleges, Defendant REM CALIFORNIA, LLC, (hereinafter "REM"), is, and at all relevant times was, a foreign Limited Liability Company registered to do business in the State of California, assigned the ID number 202028010061. Defendant REM was Plaintiff's employer from approximately November 2020 until Plaintiff was terminated in October of 2023.

1 6. Plaintiff is informed and believes, and thereon alleges, Defendant CPESCA
2 LIQUIDATING, INC., fka CPES CALIFORNIA, INC (hereinafter "CPES"), is, and at all
3 relevant times was, a California Corporation assigned the ID number 3272959. Defendant CPES
4 was Plaintiff's employer from the inception of her employment at the Baird home until
5 approximately November 2020 when REM took over.

6 7. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
7 DOES 1–10 inclusive, and therefore sues these defendants by such fictitious names and capacities
8 until ascertained.

9 8. Plaintiff is informed and believes and, on that basis, alleges that each fictitiously
10 named defendant is responsible in some manner for the occurrences herein alleged and that
11 Plaintiff's injuries as herein alleged were proximately caused by the conduct of such defendants.

12 9. Plaintiff is informed and believes and thereupon alleges that at all times material
13 herein, each of the Defendants were the agent, employee and/or were working in concert with
14 their co-defendants and were acting within the course and scope of such agency, employment
15 and/or concerted activity.

16 10. To the extent that certain acts and omissions were perpetrated by certain
17 defendants, the remaining defendant or defendants confirmed and ratified said acts and
18 omissions.

19 11. Plaintiff is informed and believes and thereupon alleges that at all times material
20 herein, each defendant was completely dominated and controlled by his co-defendant and each
21 was the alter ego of the other.

22 12. Whenever and wherever reference is made to individuals, who are not named as
23 Plaintiff or defendant(s) in this complaint but were employees/agents of each defendant, such
24 individuals at all relevant times acted on behalf of each defendant within the scope of their
25 employment.

26 13. At all times relevant, each defendant was the employer, joint employer, alter ego
27 and/or agent of each of the co-defendants.

28 **VENUE AND JURISDICTION**

1 14. Venue is proper in the County of Los Angeles because the entity Defendant REM
2 resides in this County, and the work performed by Plaintiff forming the basis of this complaint
3 occurred in Los Angeles County, California.

4 15. This Court has jurisdiction over the present matter because, as delineated within
5 this complaint, the nature of the claims and the amount in controversy meet the requirements for
6 unlimited jurisdiction in Los Angeles County Superior Court.

7 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

8 16. Plaintiffs have also complied with the PAGA notice provision outlined in Cal.
9 *Lab. Code* Section 2699.3(a)(1) by electronically submitting their written Notice on October 27,
10 2023, to the Labor and Workforce Development Agency (LWDA), and to the Defendants by
11 certified mail of the specific provisions of this code alleged to have been violated. The LWDA
12 provided an identification number of LWDA-CM-990297-23. Plaintiff further provided an
13 amended Notice on January 2, 2024. The LWDA has not provided Plaintiff with notice that it
14 intends to investigate these violations. Therefore, since over 65 calendar days have elapsed
15 since the postmark date of Plaintiff's original notice, Plaintiff is entitled to commence this action
16 under Cal. *Lab. Code* § 2699.3(a)(2)(A).

17 **GENERAL ALLEGATIONS COMMON TO ALL CLAIMS**

18 17. Plaintiff had worked in the caretaking industry as a Direct Support Professional
19 for seven years before becoming employed as a Direct Support Professional with CPES on or
20 about April 14, 2014.

21 18. Plaintiff was placed in a group home for adults with cognitive disabilities and/or
22 challenges located at 10426 Baird Avenue, Northridge, CA 91326 (hereinafter "Baird Home").

23 19. One of eight total group homes previously owned and operated by CPES.

24 20. Plaintiff performed well in her position at the Baird Home, and in April 2017,
25 was promoted to the position of Program Director for the same group home.

26 21. As Program Director, Plaintiff's duties were to oversee staff, assist clients under
27 care, interact with the regional center and deal with licensing, and communicate with parents
28

1 and doctors on behalf of clients. However, because the Baird Home was continuously short-
2 staffed, Plaintiff would spend less than 50% of her total working time performing Program
3 Director duties, with her remaining hours per week dedicated to the performance of Direct
4 Support Professional duties for the group home, including but not limited to carrying out daily
5 duties like cooking, cleaning and grocery shopping.

6 22. In or about November 2020, REM acquired all of the homes previously owned
7 and operated by CPES.

8 23. Plaintiff was at all times herein relevant to this lawsuit, a misclassified exempt
9 employee of the Defendants.

10 24. At all times herein relevant to the Complaint, Plaintiff was scheduled Monday
11 through Friday 9am – 5pm, but realistically, the demands of the job required the Plaintiff to
12 work Monday – Sunday, come in early at 8am, and leave work late between 8pm and 10pm,
13 because of the constant understaffing of the Baird Home. Sometimes, the Plaintiff would be
14 there overnight as well until someone could relieve her the following morning.

15 25. Additionally, Plaintiff would occasionally be tasked with covering for other
16 group home Program Directors. When Plaintiff covered for other group home Program
17 Directors, Plaintiff would work even more and get paid an extra \$500 per pay period of two
18 weeks without regard to her actual hours worked; she would work around the clock between
19 homes. REM would not cover the expenses associated with Plaintiff's additional travel between
20 to cover other locations despite her coverage being mandated by and inuring to the benefit of
21 REM.

22 26. The Plaintiff was working so much and so hard without breaks, that she started to
23 experience stress and anxiety.

24 27. REM understood by and through Plaintiff's conversations with Brittney Bourne,
25 Plaintiff's direct supervisor, beginning in or about April 2023, that the Plaintiff needed to seek
26 medical attention. Plaintiff's jaw was shaking, which Ms. Bourne had also noticed and
27 confirmed in conversation with the Plaintiff. Plaintiff conveyed at the time and prior to that, that
28 she was not able to eat at work and that the stress of working so much had become unbearable.

1 28. REM was aware of the situation with Plaintiff being overworked, and that the
2 particular group home Plaintiff was in being a difficult one to run. By way of example, one of
3 the clients assaulted a housemate and was arrested and jailed as a result. REM consistently told
4 Plaintiff that they would provide her with the support she needed in response to her numerous
5 queries for assistance and additional staffing, but nothing was ever done to alleviate Plaintiff's
6 work schedule or improve the circumstances of the group home.

7 29. On or about June 26, 2023, the Plaintiff was informed that a new client would be
8 coming into the group home. Plaintiff was told by the Area Regional Director, Idris Danesi, that
9 this client would turn her life around 180 degrees. Plaintiff did not understand what that meant
10 until she observed this new client's disturbing behavior in the Baird Home, which was worse
11 than previous clients who resided there. This new client had several outbursts with destructive
12 behavior, including but not limited to cutting her arms with razor on August 7th, 2023. 911 was
13 called and she was transported to Northridge Hospital's ER.

14 30. The toll the workload and work environment was taking on the Plaintiff
15 eventually warranted her own trip to the hospital because the tremor in her jaw became so
16 pronounced that Plaintiff's family and REM staff became concerned. As a result of her hospital
17 visit, Plaintiff was given medications to deal with the tremor, which Plaintiff was told by the
18 doctor was a product of stress. Plaintiff's supervisors were aware of the diagnosis and the fact
19 that she was provided medication to address the visible, apparent, and discussed medical issue.

20 31. Plaintiff additionally communicated a doctor's note to her supervisor on or about
21 September 15, 2023, which took Plaintiff off work for approximately one week. Plaintiff utilized
22 her sick time between September 15 – 22, 2023 to provide her with compensation while on
23 leave.

24 32. On or about October 3, 2023, Plaintiff met with her Ms. Bourne and Mr. Danesi
25 after a staff meeting and told them that the new client they had accepted into the Baird Home
26 was problematic. Plaintiff explained that the client was not a good match for the Baird Home
27 because the client's emotional and physical behavior was beyond what was tolerable by other
28 clients and staff. Plaintiff maintained that this client needed more intensive psychiatric care than

1 the group home provided and that it was unmanageable. Plaintiff's supervisors claimed they
2 would support the Plaintiff by vaguely stating they would give her the tools to be able to succeed.
3 In line with REM's pattern and practice, however, nothing was done to assist the Plaintiff.

4 33. The following day, an incident with this client occurred at the Baird group home.
5 The client split a chair in two, was screaming at the top of her lungs, and scaring the Baird home
6 residents and staff. As a result, two subordinates of the Plaintiff were instructed to use a
7 Professional Crisis Management (PCM) technique to redirect the client before the client hurt
8 herself and/or other people. During the commotion, Plaintiff observed that her subordinates
9 didn't use the proper technique to de-escalate the situation, and that the client was now having
10 an asthma attack. The Plaintiff corrected the technique, provided the client with an inhaler, and
11 the situation/asthma resolved. However, the client complained afterwards, and stated that
12 Plaintiff's subordinates abused her by improperly restraining her.

13 34. On October 5th, 2023 the Plaintiff was placed on unpaid leave while an
14 investigation was conducted. The Plaintiff was told she was given a corrective action plan.
15 However, the Plaintiff was not given a copy.

16 35. On October 10th a phone interview was conduct with the Plaintiff by REM's
17 Quality Improvement Supervisor (QIS), Kenda Comstock. During the phone interview the
18 Plaintiff was asked questions about the incident, and the happenings from the start of her shift
19 until the end of her shift. The interview lasted about thirty (30) minutes and the Plaintiff was
20 instructed that she will hear from REM after their findings. Plaintiff is informed and believes
21 and thereon alleges that the two subordinates involved were also interviewed.

22 36. On or about October 17, 2023, Ms. Bourne, Plaintiff's direct supervisor, called
23 Plaintiff into the office of the Baird Home. There, Ms. Bourne communicated the Plaintiff's pre-
24 written letter of termination in person. The Plaintiff was shocked, as she had never even received
25 a write up prior to this incident, in her decade of work at the group home. The Plaintiff made a
26 case for reconsideration, reminding them of all the efforts she made on their behalf and the
27 number of years she contributed above and beyond for the benefit of the clients without a
28 blemish on her record. However, the Area Regional Director, Mr. Danesi, said he could not

1 reconsider the termination decision. Mr. Danesi stated that the Plaintiff was the Program
2 Director, and that because her staff did something incorrect, it was attributable to her. REM also
3 took issue with Plaintiff allegedly not providing enough detail in the incident report that was
4 submitted to Ms. Bourne for review before submitting to the regional center and licensing
5 regarding what happened with the client, even though that level of detail in previous reports she
6 made to licensing was sufficient, and her supervisors would review and change the report to
7 their liking anyway.

8 37. One of the staff members who were accused of abuse by the client was fired. The
9 other, a Nigerian woman in approximately her thirties, was given training and allowed to keep
10 her job at the Baird Home.

11 38. The Plaintiff was at the time a 68-year-old woman originally from Ghana. The
12 majority of people who work for REM are Nigerian.

13 39. Plaintiff's age, national original, and perceived/actual disabilities and/or medical
14 condition were all substantial motivating reasons for Defendant's decision to discharge her.

15 40. Plaintiff's rate of pay at termination was \$31.00/hr. It is currently unknown as to
16 whether the Plaintiff was paid at least twice the minimum wage during the entire time period
17 relevant to this lawsuit, due to the fact that REM failed to provide Plaintiff's personnel and
18 payroll records despite her requests after termination.

19 41. Plaintiff is informed and believes and thereon alleges that Defendants employ
20 more than twenty-six (26) persons at REM in California.

21 42. At all times herein relevant to this lawsuit, the state minimum wage for
22 employers with twenty-six (26) or more employees was \$13/hr in 2020, \$14/hr in 2021, \$15/hr
23 in 2022, and \$15.50/hr in 2023. Assuming the Plaintiff made at least twice the minimum wage
24 throughout the time period relevant to this lawsuit, her overtime rate of pay should have been
25 \$39/hr in 2020, \$42/hr in 2021, \$45/hr in 2022, and \$46.50/hr in 2023.

26 43. Plaintiff is owed unpaid overtime, minimum wages, liquidated damages on all
27 unpaid minimum wages, and interest on all amounts due and owing from the date said wages
28 were due.

1 44. Throughout her employment with Defendants, Plaintiff was rarely able to take
2 legally compliant, duty-free, uninterrupted meal periods in a timely manner. Defendants did not
3 otherwise compensate her properly for her missed and/or interrupted meal periods.

4 45. Throughout her employment with Defendants, Plaintiff was not able to take her
5 two (2) requisite ten (10)-minute duty-free breaks, either. During her employment with
6 Defendants, Plaintiff did not sign a waiver regarding her rest breaks, and Defendants did not
7 otherwise compensate her properly for her missed rest breaks.

8 46. Because Plaintiff was misclassified as exempt, she was not paid all wages due
9 and owing to her on the date of her termination, resulting in waiting time penalties being owed
10 to the Plaintiff in addition to unpaid wages.

11 **FIRST CAUSE OF ACTION**

12 **[Violation of California *Labor Code* § 1194]**

13 **(Against REM and DOES 1 through 10)**

14 47. California *Labor Code* §1194 states, in pertinent part, that any employee receiving
15 less than the legal minimum wage or the legal overtime compensation applicable to the employee
16 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
17 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
18 suit.

19 48. California's Industrial Welfare Commission Order No. 2-2001 covers persons
20 employed in the "Personal Service Industry" - any industry, business or establishment operated
21 for the purpose of rendering, directly or indirectly, any service, operation or process used or
22 useful in the care, cleansing or beautification of the body, skin, nails, or hair, or in the
23 enhancement of personal appearance or health, including but not limited to, beauty salons, ...
24 [and] bath and massage parlors..."

25 49. Plaintiff is informed and believes and thereon alleges, that Defendants employed
26 more than 26 persons in the years 2020, 2021, 2022 and 2023.

27 50. Plaintiff's rate of pay at termination was \$31.00/hr. It is currently unknown as to
28 whether the Plaintiff was paid at least twice the minimum wage during the entire time period

relevant to this lawsuit, due to the fact that REM failed to provide Plaintiff's personnel and payroll records despite her requests after termination.

51. At all times herein relevant to this lawsuit, the state minimum wage for employers with twenty-six (26) or more employees was \$13/hr in 2020, \$14/hr in 2021, \$15/hr in 2022, and \$15.50/hr in 2023. Assuming the Plaintiff made at least twice the minimum wage throughout the time period relevant to this lawsuit, her overtime rate of pay should have been \$39/hr in 2020, \$42/hr in 2021, \$45/hr in 2022, and \$46.50/hr in 2023.

52. Plaintiff was at all times herein relevant to this lawsuit, misclassified as an exempt employee of REM.

53. California *Labor Code* § 510 provides, in pertinent part, that an employer must pay an employee at a rate of one and one-half times the regular rate of pay for any employee who works more than eight hours in one workday and forty hours in one workweek.

54. Plaintiff alleges Defendants failed to pay one-and-one-half-time the regular rate of pay for all hours Plaintiff worked over eight hours in a workday or forty hours in a workweek, or on the sixth consecutive day in direct violation of California *Labor Code* § 510. Further, Defendants failed to pay double time for all hours worked over 12 in one day.

55. Plaintiff was never paid for the overtime hours she worked, let alone at the overtime rate of pay.

56. As a result, Plaintiff is entitled to those unpaid wages, any statutory penalties provided for by law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an amount to be proven at trial, including, but not limited to liquidated damages pursuant to California *Labor Code* § 1194.2.

SECOND CAUSE OF ACTION

[Violation of California *Labor Code* §§ 226.7 / 512]

(Against REM and DOES 1 through 10)

57. Plaintiff incorporates by reference and realleges all previous paragraphs, inclusive, as though set forth fully herein.

58. California *Labor Code* § 226.7 states, in pertinent part, that an employer shall not

1 require an employee to work during a meal or rest period mandated pursuant to statute or order
2 of the Industrial Welfare Commission

3 59. California *Labor Code* § 512, in pertinent part, requires employers to provide an
4 employee with a meal break of no less than 30 minutes for a work period of more than five (5)
5 hours per day, except if an employee works less than six (6) hours total per day, the meal period
6 may be waived by mutual written consent of both the employer and the employee.

7 60. Plaintiff alleges Defendants did not provide uninterrupted meal breaks or rest
8 breaks to Plaintiff in direct violation of §§ 226.7 and 512.

9 61. California *Labor Code* § 226.7(c) states, in pertinent part, that where an employer
10 fails to provide an employee a meal or rest period, the employer shall pay the employee one
11 additional hour of pay at the employee's regular rate of compensation for each workday that a
12 meal or rest period is not provided.

13 62. Plaintiff alleges Defendants did not compensate her for missed meal and rest
14 breaks as required under California *Labor Code* § 226.7(c).

15 63. As a result, Plaintiff is entitled to unpaid wages, any statutory penalties provided
16 for by law, interest, attorneys' fees, costs, compensatory damages, and other remedies in an
17 amount to be proven at trial.

18 **THIRD CAUSE OF ACTION**

19 **[Violation of California *Labor Code* § 226(a)]**

20 **(Against REM and DOES 1 through 10)**

21 64. Plaintiff incorporates by reference and realleges all previous paragraphs,
22 inclusive, as though set forth fully herein.

23 65. California *Labor Code* § 226(a), in pertinent part, requires an employer to
24 furnish, at the time of each payment of wages, an accurate, itemized statement of wages, sick
25 time, and commissions earned by the employee. The statement must include: the actual hours
26 worked by employee, compensation for missed meal and rest breaks, etc.
27
28

1 66. Plaintiff alleges Defendants did not provide accurate itemized statements of
2 wages because the wage statements Defendants provided Plaintiff failed to identify her hours
3 worked at regular and overtime rates of pay to which she was entitled, did not pay Plaintiff
4 regular time or overtime at the overtime rate of pay, or reflect all meal and rest premiums to
5 which Plaintiff was entitled.

6 67. California *Labor Code* § 226(e)(1) states that “[a]n employee suffering injury as
7 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is
8 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
9 period in which a violation occurs and one hundred dollars (\$100) per employee for each
10 violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand
11 dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

12 68. Plaintiff alleges that, because Defendants failed to provide accurate itemized
13 wage statements pursuant to § 226(a), Defendants are therefore required to pay the required
14 penalty amount under *Labor Code* § 226(e)(1).

15 69. As a result, Plaintiff is entitled to this statutory penalty provided for by law, along
16 with attorneys’ fees, costs, and other remedies in an amount to be proven at trial.

17 **FOURTH CAUSE OF ACTION**

18 **[Violation of California *Labor Code* § 226(c)]**

19 **(Against REM and DOES 1 through 10)**

20
21 70. Plaintiff incorporates by reference and realleges all previous paragraphs,
22 inclusive, as though set forth fully herein.

23 71. Pursuant to Labor Code Section 226(c), an employer who receives a written or
24 oral request to inspect or receive a copy of records pursuant to Labor Code Section 226(b)
25 pertaining to a current or former employee shall comply with the request as soon as practicable,
26 but no later than 21 calendar days from the date of the request.

27 72. A violation of Labor Code Section 226(c) is an infraction.

28 73. Labor Code Section 226(f) provides that a failure by an employer to permit a

1 current or former employee to inspect or receive a copy of records within the time set forth in
2 Labor Code Section 226(c) entitles the current or former employee or the Labor Commissioner
3 to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.

4 74. An employee may bring an action for injunctive relief to ensure compliance with
5 Labor Code Section 226(c) and is entitled to an award of costs and reasonable attorney's fees.

6 75. On or about October 26, 2023, Plaintiff made a written request for a copy of her
7 payroll records.

8 76. Defendant failed to comply with the request within twenty-one days of the date
9 of the request, in that it failed to provide Plaintiff's pay stubs and time records for the Plaintiff.

10 77. Plaintiff is entitled to injunctive relief, specifically an Order requiring Defendants
11 to comply with Labor Code Section 226(c).

12 78. Plaintiff is also entitled to a \$750 penalty from Defendant as a result of
13 Defendant's failure to permit Plaintiff to receive a copy of the records within the statutory time
14 period.

15 79. Finally, Plaintiff is entitled to the recovery of her attorney's fees and costs
16 pursuant to Labor Code Section 226(h).

17 **FIFTH CAUSE OF ACTION**

18 **[Violation of California *Labor Code* § 432 / 1198.5]**

19 **(Against REM and DOES 1 through 10)**

20 80. Plaintiff incorporates by reference and realleges all previous paragraphs,
21 inclusive, as though set forth fully herein.

22 81. California Labor Code Section 432 states that, "If an employee or applicant signs
23 any instrument relating to the obtaining or holding of employment, he shall be given a copy of
24 the instrument upon request."

25 82. California Labor Code Section 1198.5 states that, "Every current and former
26 employee, or his or her representative, has the right to inspect and receive a copy of the
27 personnel records that the employer maintains relating to the employee's performance or to any
28

1 grievance concerning the employee.... The employer shall make the contents of those
2 personnel records available for inspection to the current or former employee, or his or her
3 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar
4 days from the date the employer receives a written request.”

5 83. Mrs. Freeman made a request under California Labor Code Sections 432 and
6 1198.5 by and through her counsel for all signed instruments relating to the obtaining or
7 holding of her employment and a copy of her personnel file on October 26, 2023. REM still has
8 not produced responsive documents as of the date of the filing of this Complaint, which is a
9 violation of California Labor Code Sections 432 and 1198.5.

10 84. Violation of this statute entitles Mrs. Freeman to a penalty of \$750.00.

11 85. Finally, Plaintiff is entitled to the recovery of her attorney’s fees and costs.

12 **SIXTH CAUSE OF ACTION**

13 **[Violation of California *Labor Code* § 2802]**

14 **(Against REM and DOES 1 through 10)**

15 86. Plaintiff incorporates by reference and realleges all previous paragraphs,
16 inclusive, as though set forth fully herein.

17 87. California *Labor Code* § 2802 requires, in pertinent part, that an employer
18 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
19 in direct consequence of the discharge of her duties.

20 88. Plaintiff alleges that Defendants failed to reimburse her for all expenditures and
21 losses she incurred in the discharge of her duties including but not limited to mileage
22 reimbursement in direct violation of California *Labor Code* § 2802.

23 89. As a result, Plaintiff is entitled to reimbursement provided for by law, interest,
24 attorneys’ fees, costs, and other remedies in an amount to be proven at trial.

25 **SEVENTH CAUSE OF ACTION**

26 **[Violation of *Business and Professions Code* § 17200]**

27 **(Against all Defendants)**

1 90. The allegations set forth in this complaint are hereby re-alleged and incorporated
2 by reference.

3 91. Defendant is a “person” as defined under *Business and Professions Code* § 17021.

4 92. Plaintiff is informed and believes and based thereon alleges that Defendants
5 committed unfair business practices, as defined by Cal. *Bus. & Prof. Code* § 17200, *et seq.*, by
6 violating laws alleged to have been violated in this Complaint and which allegations are
7 incorporated herein by reference and include, but are not limited to:

- 8 a. Defendants failed to provide compliant meal and rest breaks;
- 9 b. Defendants failed to pay regular and overtime wages due and owing;
- 10 c. Defendants failed to reimburse business expenses necessarily incurred in the
11 performance of Plaintiff’s job duties; and
- 12 d. Defendants failed to provide accurate and itemized wage and payroll statements.

13 93. The practices described above are unfair within the meaning of Cal. *Bus. & Prof.*
14 *Code* § 17200, *et seq.*, because the acts were intentionally performed for the purpose of harming
15 Plaintiff.

16 94. Further, such skirting of the California labor laws presents a threat to the general
17 public in that the enforcement of the labor laws is essential to ensure that all California employers
18 compete equally and that no California employer receives an unfair competitive advantage at the
19 expense of its employees.

20 95. As a direct and legal result of the Defendant’s actions against her, Plaintiff has
21 been harmed because she has suffered, she is entitled to an amount to be determined according
22 to proof at trial.

23 96. As a result, Plaintiff requests that she be awarded restitution in an amount to be
24 proven at trial.

25 97. As a direct and proximate result of the aforesaid acts and conduct of said
26 Defendant, Plaintiff is entitled to and hereby seek attorneys’ fees as permitted by law and as
27 provided for by § 1021.5 of the California Code of Civil Procedure. For Defendant’s misconduct
28 as alleged herein, Plaintiff seeks injunctive relief to stop the prohibited practice and pay a

1 professional for employment audit, as well as attorney's fees and costs in an amount to be proven
2 at trial.

3 //

4 **EIGHTH CAUSE OF ACTION**

5 **[Violation of *California Government Code §12940(a)*]**

6 **(Against REM and DOES 1 through 10)**

7 98. Plaintiff incorporates by reference and realleges all previous paragraphs,
8 inclusive, as though set forth fully herein.

9 99. The California Fair Employment and Housing Act (hereinafter "FEHA") states,
10 in pertinent part, it is an unlawful employment practice for an employer to discharge a person
11 from employment because of an actual or perceived physical disability and/or medical condition,
12 their age, or their national origin.

13 100. Intersectionality is an analytical framework which sets forth that different forms
14 of discrimination operate together, exacerbate each other, and can result in amplified forms of
15 prejudice and harm.

16 101. Plaintiff alleges an intersectional claim of discrimination based on her age,
17 national original, and actual or perceived physical disability and/or medical condition.

18 102. REM understood by and through Plaintiff's conversations with Brittney Bohn,
19 Plaintiff's direct supervisor, beginning in or about April 2023, that the Plaintiff needed to seek
20 medical attention. Plaintiff's jaw was shaking, which Ms. Bohn had also noticed and confirmed
21 in this conversation with the Plaintiff. Plaintiff conveyed that was not able to eat at work and
22 that the stress of working so much had become unbearable.

23 103. REM was aware of the situation with Plaintiff being overworked, and that the
24 particular group home Plaintiff was in being a difficult one to run. By way of example, one of
25 the clients assaulted a housemate and was arrested and jailed as a result. REM consistently told
26 Plaintiff that they would provide her with the support she needed in response to her numerous
27 queries for assistance and additional staffing, but nothing was ever done to alleviate Plaintiff's
28 work schedule or improve the circumstances of the group home.

1 104. On or about June 26, 2023, the Plaintiff was informed that a new client would be
2 coming into the group home. Plaintiff was told by the Area Regional Director, Idris Danesi, that
3 this client would turn her life around 180 degrees. Plaintiff did not understand what that meant
4 until she observed this new client's disturbing behavior in the Baird Home, which was worse
5 than previous clients who resided there. This new client had several outbursts with destructive
6 behavior, including but not limited to cutting her arms with razor on August 7th, 2023. 911 was
7 called and she was transported to Northridge Hospital's ER.

8 105. The toll the workload and work environment was taking on the Plaintiff
9 eventually warranted her own trip to the hospital because the tremor in her jaw became so
10 pronounced that Plaintiff's family and REM staff became concerned. As a result of her hospital
11 visit, Plaintiff was given medications to deal with the tremor, which Plaintiff was told by the
12 doctor was a product of stress. Plaintiff's supervisors were aware of the diagnosis and the fact
13 that she was provided medication to address the visible, apparent, and discussed medical issue.

14 106. Plaintiff additionally communicated a doctor's note to her supervisor on or about
15 September 15, 2023, which took Plaintiff off work for approximately one week. Plaintiff utilized
16 her sick time between September 15 – 22, 2023 to provide her with compensation while on
17 leave.

18 107. On or about October 3, 2023, Plaintiff met with her Ms. Bourne and Mr. Danesi
19 after a staff meeting and told them that the new client they had accepted into the Baird Home
20 was problematic. Plaintiff explained that the client was not a good match for the Baird Home
21 because the client's emotional and physical behavior was beyond what was tolerable by other
22 clients and staff. Plaintiff maintained that this client needed more intensive psychiatric care than
23 the group home provided and that it was unmanageable. Plaintiff's supervisors claimed they
24 would support the Plaintiff by vaguely stating they would give her the tools to be able to succeed.
25 In line with REM's pattern and practice, however, nothing was done to assist the Plaintiff.

26 108. The following day, an incident with this client occurred at the Baird group home.
27 The client split a chair in two, was screaming at the top of her lungs, and scaring the Baird home
28 residents and staff. As a result, two subordinates of the Plaintiff were instructed to use a

1 Professional Crisis Management (PCM) technique to redirect the client before the client hurt
2 herself and/or other people. During the commotion, Plaintiff observed that her subordinates
3 didn't use the proper technique to de-escalate the situation, and that the client was now having
4 an asthma attack. The Plaintiff corrected the technique, provided the client with an inhaler, and
5 the situation/asthma resolved. However, the client complained afterwards, and stated that
6 Plaintiff's subordinates abused her by improperly restraining her.

7 109. On October 5th, 2023 the Plaintiff was placed on unpaid leave while an
8 investigation was conducted. The Plaintiff was told she was given a corrective action plan.
9 However, the Plaintiff was not given a copy.

10 110. On October 10th a phone interview was conduct with the Plaintiff by REM's
11 Quality Improvement Supervisor (QIS), Kenda Comstock. During the phone interview the
12 Plaintiff was asked questions about the incident, and the start of her shift until the end of her
13 shift. The interview lasted about thirty (30) minutes and the Plaintiff was instructed that she will
14 hear from REM after their findings. Plaintiff is informed and believes and thereon alleges that
15 the two subordinates involved were also interviewed.

16 111. On or about October 17, 2023, Ms. Bourne, Plaintiff's direct supervisor, called
17 Plaintiff into the office of the Baird Home. There, Ms. Bourne communicated the Plaintiff's pre-
18 written letter of termination in person. The Plaintiff was shocked, as she had never even received
19 a write up prior to this incident, in her decade of work at the group home. The Plaintiff made a
20 case for reconsideration, reminding them of all the efforts she made on their behalf and the
21 number of years she contributed above and beyond for the benefit of the clients without a
22 blemish on her record. However, the Area Regional Director, Mr. Danesi, said he could not
23 reconsider the termination decision. Mr. Danesi stated that the Plaintiff was the Program
24 Director, and that because her staff did something incorrect, it was attributable to her. REM also
25 took issue with Plaintiff allegedly not providing enough detail in the incident report that was
26 going to be submitted to the regional center and licensing regarding what happened with the
27 client, even though that level of detail in previous reports she made to licensing was sufficient.

28 112. One of the staff members who were accused of abuse by the client was fired. The

1 other, a Nigerian woman in approximately her thirties, was given training and allowed to keep
2 her job at the Baird Home.

3 113. The Plaintiff was at the time a 68-year-old woman originally from Ghana. The
4 majority of people who work for REM are Nigerian.

5 114. Plaintiff's age, national original, and perceived/actual disabilities and/or medical
6 condition were all substantial motivating reasons for Defendant's decision to discharge her.

7 115. The Plaintiff was harmed.

8 116. The Plaintiff's conduct was a substantial factor in causing Plaintiff's harm.

9 117. As a direct and proximate result of Plaintiff's termination, she has suffered both
10 economic and non-economic damages including but not limited to loss of wages/benefits and
11 from emotional distress.

12 118. Defendant's conduct was malicious, fraudulent and oppressive and thus warrants
13 an award of punitive damages in an amount to be proven at trial.

14 **NINTH CAUSE OF ACTION**

15 **[Violation of *California Labor Code Section 2699 et seq.*]**

16 **(Against REM and DOES 1 through 10)**

17 119. Plaintiff incorporates by reference and realleges all previous paragraphs,
18 inclusive, as though set forth fully herein.

19 120. Plaintiff brings this cause of action as a representative action on behalf of herself
20 and aggrieved employees in the capacity as a private attorney general pursuant to the Private
21 Attorneys General Act of 2004, California Labor Code section 2698, et sq. ("PAGA").

22 121. PAGA specifically provides for a private right of action to recover civil penalties
23 for violations of the Labor Code pursuant to California Labor Code Section 2699(a).

24 122. Defendants violated various provisions of the California Labor Code as to the
25 Plaintiff and other Aggrieved Employees. The Aggrieved Employees are defined in the PAGA
26 Notice as All California based Program Directors.

27 123. Plaintiff and the other specified employees are Aggrieved Employees as defined
28 by California Labor Code section 2699(c) in that they are all current or former employees of

1 Defendants and one or more of the alleged violations were committed against them.

2 124. During all times relevant to this cause of action, REM has routinely subjected
3 Plaintiff and the other Aggrieved Employees to violations of various sections of the California
4 Labor Code by:

5 a. Defendants required Aggrieved Employees to perform work off-the-clock
6 and failed to compensate the Aggrieved Employees for this work time. Accordingly,
7 Defendants failed to pay Plaintiff and Aggrieved Employees even a minimum wage for time
8 worked off-the-clock in violation of California Labor Code sections 1194 and 1197.

9 b. Defendants failed to provide Aggrieved Employees with California
10 compliant rest periods on days when they worked shifts of more than 3.5 hours as required by
11 the Industrial Welfare Commission Wage Orders. In addition, Defendants failed to provide
12 Aggrieved Employees with California compliant meal periods on days when they worked shifts
13 of more than 5 hours in violation of California Labor Code section 512(a) and Industrial Welfare
14 Commission Wage Orders. California Labor Code sections 226.7 and 512 require employers
15 to pay an employee one additional hour of pay at the employee's regular rate of pay for each
16 meal or rest period that is not timely provided. Defendants failed to compensate Aggrieved
17 Employees properly for non-compliant meal and rest periods including, *inter alia*, short, late,
18 interrupted, and missed meal and rest periods.

19 c. California Labor Code sections 510 and 1198 require employers to pay
20 overtime at time-and-a-half or double time when an employee works more than 8 hours in a day
21 (or 12 in a day for double time hours) or more than 40 hours in a week. Defendants misclassified
22 Aggrieved Employees as salaried exempt and failed to properly compensate Aggrieved
23 Employees for all overtime hours worked by (i) having Aggrieved Employees work off-the-
24 clock as noted above and (ii) having Aggrieved Employees work overtime but not paying
25 overtime compensation at the appropriate overtime rate required by California law.

26 d. California Labor Code sections 201 and 202 provide that if an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately, and if an employee quits his or her employment, his or her wages shall

1 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
2 has given seventy-two (72) or more hours' notice of his or her intention to quit, in which case
3 the employee is entitled to his or her wages at the time of quitting. Defendants failed to pay
4 terminated Aggrieved Employees all wages due to them within the time period specified by
5 California Labor Code sections 201 and 202 upon the termination of their employment and paid
6 wages late to Aggrieved Employees. Defendants also failed to pay Aggrieved Employees the
7 waiting time penalty upon the late payment of wages.

8 e. California Labor Code section 204 requires that all wages earned by any
9 person in any employment between the 1st and 15th days, inclusive, of any calendar month, other
10 than those wages due upon termination of an employee, are due and payable between the 16th
11 and the 26th of the month during which the labor was performed, and that all wages earned by
12 any person in any employment between the 17th and the last day, inclusive, of any calendar
13 month, other than those wages due upon termination of an employee, are due and payable
14 between the 1st and the 10th day of the following month. California Labor Code section 204
15 also requires that all wages earned for labor in excess of the normal work period shall be paid
16 no later than the pay day for the next regular payroll period. During the employment of
17 Aggrieved Employees, Defendants failed to pay them all wages due to them within the time
18 periods required by California Labor Code Section 204, including earned and unpaid regular
19 wages, overtime wages, and meal and rest period premium wages as discussed above.

20 f. California Labor Code section 226(a) requires employers to make, keep
21 and provide complete and accurate itemized wage statements to their employees. During the
22 relevant time period, Employers failed to provide Aggrieved Employees with complete and
23 accurate itemized wage statements, as the wage statements that Defendants provided to
24 aggrieved employees did not contain all of the information required to be listed therein per
25 California Labor Code section 226(a). By way of example, on the wage statements provided
26 by Employers to Aggrieved Employees, did not indicate all hours worked by the Aggrieved
27 Employees, and did not pay overtime at the correct overtime rate of pay.

28 g. California Labor Code section 226(c) requires, "An employer who

1 receives a written or oral request to inspect or receive a copy of records pursuant to subdivision
2 (b) pertaining to a current or former employee shall comply with the request as soon as
3 practicable, but no later than 21 calendar days from the date of the request.” Employers did not
4 provide paystubs or electronic time records in response to a demand for payroll records, in
5 violation of this subsection.

6 h. California Labor Code sections 2800 and 2802 require an employer to
7 reimburse its employees for all necessary expenditures incurred by the employee in direct
8 consequence of the discharge of his or her job duties or in direct consequence of his or her
9 obedience to the directions of the employer. During the relevant time period, Aggrieved
10 Employees incurred necessary business expenses and costs that were not fully reimbursed by
11 Defendants, including but not limited to the reimbursement of mileage incurred for for business
12 purposes.

13 i. California Labor Code Section 432 states that, “If an employee or
14 applicant signs any instrument relating to the obtaining or holding of employment, she shall be
15 given a copy of the instrument upon request.” California Labor Code Section 1198.5 states that,
16 “Every current and former employee, or his or her representative, has the right to inspect and
17 receive a copy of the personnel records that the employer maintains relating to the employee’s
18 performance or to any grievance concerning the employee.... The employer shall make the
19 contents of those personnel records available for inspection to the current or former employee,
20 or his or her representative, at reasonable intervals and at reasonable times, but not later than 30
21 calendar days from the date the employer receives a written request. Ms. Freeman made a
22 request under California Labor Code Section 432 by and through her counsel for all signed
23 instruments relating to the obtaining or holding of her employment. Employers did not produce
24 the responsive documents upon request. As such, Ms. Freeman and other Aggrieved Employees
25 have been deprived the benefit of this statute, which is a violation of California Labor Code
26 Sections 432 and 1198.5.

27 j. California Labor Code section 1174(d) requires an employer to keep, at a
28 central location in the state or at the plants or establishments at which employees are employed,

1 payroll records showing the hours worked daily by and the wages paid to and earned by
2 employees employed at the respective plants or establishments. These records shall be kept with
3 rules established for this purpose by the commission, but, in any case, shall be kept on file for
4 not less than two years. During the relevant time period, Employers failed to keep accurate and
5 complete payroll records concerning the compensation paid to Aggrieved Employees showing
6 the actual hours worked daily and the wages earned by Aggrieved Employees, including earned
7 and unpaid regular wages, overtime compensation and premium wages as discussed above.

8 124. Plaintiff was compelled to retain the services of counsel to file this court action
9 to protect her interests and the interests of the Aggrieved Employees and the State of California
10 and to assess and collect the civil penalties owed by Defendant REM to the State of California
11 and Aggrieved Employees. Plaintiff therefore seeks an award of reasonable attorney's fees and
12 costs pursuant to California Labor Code section 2699(g)(1) and any other applicable statute.

13 **PRAYER**

14 WHEREFORE, Plaintiffs pray:

- 15 1. For compensatory damages according to proof;
- 16 2. For statutory penalties according to proof;
- 17 3. For liquidated damages on all unpaid minimum wages;
- 18 4. For interest on all unpaid wages;
- 19 5. For reasonable attorney's fees and costs of suit;
- 20 6. For restitution / equitable relief;
- 21 7. For punitive damages;
- 22 8. For such other relief that the Court deems proper.

23 Dated: February 6, 2024

KO Legal, Inc.

24 
C. E. Kimberly Lind,

25 Attorney for Plaintiff, ELIZABETH FREEMAN

26 **REQUEST FOR JURY TRIAL**

27 Plaintiff hereby requests a jury trial in this matter on causes of action 1 - 8.

28 Dated: February 6, 2024

KO Legal, Inc.



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C. E. Kimberly Lind,
Attorney for Plaintiff, ELIZABETH FREEMAN