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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

MACHARA TAYLOR, an individual,

Plaintiff,

v.

PHOENIX HOUSES OF CALIFORNIA,
INC., a California Corporation; PHOENIX
HOUSE ORANGE COUNTY, INC., a
California Corporation; PHOENIX
HOUSES OF LOS ANGELES, INC., a
California Corporation; PHOENIX HOUSE
SAN DIEGO, INC., a California
Corporation; ALICE ANN GLEGHORN, an
individual; EDGAR CARAPETIAN, an
individual; and DOES 1 THROUGH 20,
inclusive,

Defendants.

Case No.: 24STCV04785

Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 2. DISCRIMINATION BASED ON PROTECTED STATUS – DISABILITY;**
- 3. FAILURE TO ACCOMMODATE;**
- 4. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS;**
- 5. FAILURE TO TAKE REASONABLE STEPS TO PREVENT DISCRIMINATION AND/OR RETALIATION;**
- 6. NONPAYMENT OF MINIMUM WAGES;**
- 7. NONPAYMENT OF REGULAR WAGES;**
- 8. NONPAYMENT OF OVERTIME COMPENSATION;**
- 9. FAILURE TO PROVIDE MEAL BREAKS;**
- 10. FAILURE TO PROVIDE REST PERIODS;**
- 11. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**

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12. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];
 13. FAILURE TO REIMBURSE EXPENSES;
 14. UNTIMELY PAYMENT OF WAGES;
 15. UNLAWFUL WITHHOLDING OF WAGES;
 16. WAITING TIME PENALTIES;
 17. CALIFORNIA PRIVATE ATTORNEY GENERAL ACT [California Labor Code §2698];
 18. NEGLIGENCE;
 19. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS; AND
 20. UNFAIR BUSINESS PRACTICES.

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DEMAND FOR JURY TRIAL

Plaintiff MACHARA TAYLOR (“PLAINTIFF”) hereby files this Complaint against Defendants PHOENIX HOUSES OF CALIFORNIA, INC., a California Corporation, PHOENIX HOUSE ORANGE COUNTY, INC., a California Corporation, PHOENIX HOUSES OF LOS ANGELES, INC., a California Corporation, PHOENIX HOUSE SAN DIEGO, INC., a California Corporation, ALICE ANN GLEGHORN, an individual, EDGAR CARAPETIAN, an individual, and DOES 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS” or “PHOENIX”). PLAINTIFF is informed and believes, and on the basis of that information and belief, alleges as follows:

PARTIES

1. PLAINTIFF is, and at all times material hereto was, an individual residing in the County of Los Angeles in the State of California.

2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant PHOENIX HOUSES OF CALIFORNIA, INC. is, and at all times material hereto was, a California corporation organized and existing under the laws of the State of California and authorized to conduct business in the County of Los Angeles.

3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant PHOENIX HOUSE ORANGE COUNTY, INC. is, and at all times material hereto was, a

1 California corporation organized and existing under the laws of the State of California and
2 authorized to conduct business in the County of Los Angeles.

3 4. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
4 PHOENIX HOUSES OF LOS ANGELES, INC. is, and at all times material hereto was, a
5 California corporation organized and existing under the laws of the State of California and
6 authorized to conduct business in the County of Los Angeles.

7 5. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
8 PHOENIX HOUSE SAN DIEGO, INC. is, and at all times material hereto was, a California
9 corporation organized and existing under the laws of the State of California and authorized to
10 conduct business in the County of Los Angeles.

11 6. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
12 ALICE ANN GLEGHORN is an individual conducting business in California and working in the
13 County of Los Angeles.

14 7. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
15 EDGAR CARAPETIAN is an individual conducting business in California and working in the
16 County of Los Angeles.

17 8. The true names and capacities of DOES 1 through 20, inclusive, whether individual,
18 corporate, associate, or otherwise, are unknown to PLAINTIFF at this time, who therefore sues
19 said defendants by such fictitious names; when the true names and capacities of such defendants
20 are ascertained, PLAINTIFF will seek leave of court to amend this Complaint to insert same.
21 PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is
22 responsible for each and every act and obligation hereinafter set forth.

23 9. PLAINTIFF is informed and believes and thereon alleges that each defendant
24 named in this Complaint now is, and was at all times herein mentioned, the agent, servant,
25 employee, representative, alter ego, members of and/or engaged in a joint venture, partnership and
26 common enterprise of the other defendants herein, and was at all such times acting within the
27 course and scope of said agency and employment and with the consent and permission of each of
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1 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
2 other co-defendants, and each of them.

3 **JURISDICTION AND VENUE**

4 10. Jurisdiction is proper because, upon information and belief, plaintiff worked for
5 defendants in the state of California, and all actions relevant to this Complaint occurred in the State
6 of California.

7 11. Venue is proper in Los Angeles County because, upon information and belief, at
8 least some of the transactions that are the subject matter of this Complaint occurred therein and/or
9 each defendant is found, maintains office, transacts business, and/or has an agent therein.

10 **FACTS COMMON TO ALL CAUSES OF ACTION**

11 12. On or around April 11, 2023, PLAINTIFF was employed as a Medical Assistant by
12 PHOENIX.

13 13. PHOENIX are addiction rehab and mental health treatment centers employing more
14 than 100 employees.

15 14. ALICE ANN GLEGHORN is named as the Chief Executive Officer and EDGAR
16 CARAPETIAN is named as the Chief Financial Officer by all four PHOENIX companies, which
17 are in a joint venture, partnership and/or common enterprise. PLAINTIFF is informed and believes
18 and thereon alleges that in their capacity as Chief Executive Officer and Chief Financial Officer
19 created and implemented policy and controlled PLAINTIFF and PLAINTIFF's work conditions.

20 15. Through bi-weekly direct deposits, PLAINTIFF was paid \$24/hour, which was her
21 most recent hourly rate.

22 16. Sometimes PLAINTIFF had to work overtime without receiving overtime pay.

23 17. Scheduled to work from Sunday to Thursday, 2:30 p.m. to 11 p.m., PLAINTIFF
24 typically could not take any meal break, nor could she leave the premises, unless there was
25 someone else who could cover her breaks, and she typically did not receive any rest breaks. Even
26 when she was on breaks, they were often interrupted as she had to answer the phones.

27 18. At the beginning of her employment, PLAINTIFF had to pay out-of-pocket for a
28 training course on handling patients with drug and alcohol issues, however, this expense was never

1 reimbursed by PHOENIX.

2 19. On or around August 13, 2023, while trying to move an intoxicated patient away
3 from a fight with a coworker, PLAINTIFF was pushed off and her shoulder popped. There was no
4 security guard assigned at the scene. After receiving medical care and work restrictions on using
5 her right shoulder for heavy duties, PHOENIX outright terminated PLAINTIFF on the job.

6 20. On December 6, 2023, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
7 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
8 Agency (“LWDA”) and DEFENDANTS of the specific provisions of the labor Code alleged to
9 have been violated, including the facts and theories to support the alleged violation. As of the date
10 of filing this complaint, (more than 60 calendar days after PLAINTIFF’s LWDA letters were
11 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
12 to investigate the alleged violations.

13 21. On December 6, 2023, PLAINTIFF filed a complaint with the Department of Fair
14 Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day.
15 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
16 Right to Sue notices.

17 **FIRST CAUSE OF ACTION**

18 **WRONGFUL TERMINATION**

19 **AND RETALIATION IN VIOLATION OF PUBLIC POLICY**

20 **(PLAINTIFF against PHOENIX HOUSES OF CALIFORNIA, INC., PHOENIX HOUSE**
21 **ORANGE COUNTY, INC., PHOENIX HOUSES OF LOS ANGELES, INC., PHOENIX**
22 **HOUSE SAN DIEGO, INC. and DOE 1 through 10)**

23 22. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
24 Complaint by reference as though fully set forth herein.

25 23. PLAINTIFF was employed by DEFENDANTS.

26 24. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
27 in violation of public policy and the California Fair Employment and Housing Act (“FEHA”) as a
28 result of having a disability.

1 25. DEFENDANTS took adverse employment actions against PLAINTIFF because
2 PLAINTIFF had sustained injuries while on the job, made complaints about the work-related
3 injuries, and sought an accommodation due to the injuries and disability. *California Government*
4 *Code* §12940 provides that it is against the law to discriminate against an employee due to
5 disability and to retaliate against an employee for requesting an accommodation for disability
6 regardless of whether the request was granted. These policies are also enumerated in *Labor Code*
7 §132(a), FEHA, the California and United States Constitutions, among other laws and regulations.

8 26. DEFENDANTS' violations of public policy and FEHA described above were
9 substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by
10 DEFENDANTS.

11 27. As a substantial result of DEFENDANTS' intentional acts in violation of public
12 policy and FEHA, PLAINTIFF was harmed. Specifically, PLAINTIFF lost income, and endured
13 emotional and mental damages, among other related damages. The exact amount of damage to
14 PLAINTIFF shall be proved at trial.

15 28. PLAINTIFF believes that DEFENDANTS' conducts described above were done
16 with malice, fraud and oppression and with conscious disregard for PLAINTIFF's rights and with
17 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
18 punitive and exemplary damages.

19 29. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
20 among other damages against DEFENDANTS.

21 **SECOND CAUSE OF ACTION**

22 **DISCRIMINATION IN VIOLATION**

23 **OF CALIFORNIA GOVERNMENT CODE §12940, ET SEQ**

24 **(PLAINTIFF against PHOENIX HOUSES OF CALIFORNIA, INC., PHOENIX HOUSE**
25 **ORANGE COUNTY, INC., PHOENIX HOUSES OF LOS ANGELES, INC., PHOENIX**
26 **HOUSE SAN DIEGO, INC. and DOE 1 through 10)**

27 30. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
28 Complaint by reference as though fully set forth herein.

31. PLAINTIFF was an employee of DEFENDANTS.

32. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability under FEHA. DEFENDANTS herein were aware of PLAINTIFF's injury and disability. However, DEFENDANTS otherwise expected PLAINTIFF to work through the pain without treatment or accommodation.

33. PLAINTIFF's disability was the substantial motivating reason for DEFENDANTS' conduct that caused the wrongful termination against PLAINTIFF.

34. As a substantial result of DEFENDANTS' intentional acts, PLAINTIFF was harmed. The exact amount of damage to PLAINTIFF shall be proved at trial.

35. PLAINTIFF believes that DEFENDANTS' conducts described above were done with malice, fraud and oppression and with conscious disregard for PLAINTIFF's rights and with the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to punitive and exemplary damages.

36. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs, among other damages against DEFENDANTS.

THIRD CAUSE OF ACTION

FAILURE TO ACCOMMODATE – DISABILITY DISCRIMINATION

IN VIOLATION OF GOVERNMENT CODE §12940(m)

(PLAINTIFF against PHOENIX HOUSES OF CALIFORNIA, INC., PHOENIX HOUSE ORANGE COUNTY, INC., PHOENIX HOUSES OF LOS ANGELES, INC., PHOENIX HOUSE SAN DIEGO, INC. and DOE 1 through 10)

37. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

38. PLAINTIFF was employed as an employee by DEFENDANTS.

39. During PLAINTIFF's employment with DEFENDANTS, PLAINTIFF was injured, and PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability under FEHA.

1 40. DEFENDANTS herein were aware of PLAINTIFF's disability that limited
2 PLAINTIFF's work activities.

3 41. PLAINTIFF was able to perform the essential duties of the position or a vacant
4 alternative position to which PLAINTIFF could have been reassigned with reasonable
5 accommodation for PLAINTIFF's disability.

6 42. However, DEFENDANTS failed to provide such reasonable accommodation for
7 PLAINTIFF's disability. DEFENDANTS otherwise expected PLAINTIFF to work through the
8 pain without treatment or accommodation.

9 43. As a substantial result of DEFENDANTS' failure to accommodate, PLAINTIFF
10 was harmed. The exact amount of damage to PLAINTIFF shall be proved at trial.

11 44. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
12 among other damages against DEFENDANTS.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS**

15 **IN VIOLATION OF CALIFORNIA GOVERNMENT CODE §12940(n)**

16 **(PLAINTIFF against PHOENIX HOUSES OF CALIFORNIA, INC., PHOENIX HOUSE**
17 **ORANGE COUNTY, INC., PHOENIX HOUSES OF LOS ANGELES, INC., PHOENIX**
18 **HOUSE SAN DIEGO, INC. and DOE 1 through 10)**

19 45. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
20 Complaint by reference as though fully set forth herein.

21 46. PLAINTIFF was an employee of DEFENDANTS.

22 47. PLAINTIFF had a disability that was known to DEFENDANTS, and
23 PLAINTIFF's injury rendered PLAINTIFF disabled within the meaning for disability under
24 FEHA.

25 48. PLAINTIFF requested that DEFENDANTS make reasonable accommodation for
26 PLAINTIFF so that PLAINTIFF would be able to perform the essential job requirements.

1 PLAINTIFF shall be proved at trial.

2 58. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
3 among other damages against DEFENDANTS.

4 **SIXTH CAUSE OF ACTION**

5 **NONPAYMENT OF MINIMUM WAGES**

6 **(PLAINTIFF against all DEFENDANTS)**

7 59. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
8 Complaint by reference as though fully set forth herein.

9 60. *Labor Code* § 1194.2(a), in pertinent part, states, "[i]n any action... to recover
10 wages because of the payment of a wage less than the minimum wage fixed by an order of the
11 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount
12 equal to the wages unlawfully unpaid and interest thereon."

13 61. PLAINTIFF performed work for DEFENDANTS.

14 62. PLAINTIFF was paid less than the minimum wage by DEFENDANTS for hours
15 worked. Thus, PLAINTIFF was deprived of PLAINTIFF's regular rate of pay and even minimum
16 wage.

17 63. PLAINTIFF was at all times relevant a non-exempt hourly employee of
18 DEFENDANTS.

19 64. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived
20 of regular time wages and liquidated damages in amounts to be proven at trial, and PLAINTIFF is
21 entitled to recovery of such amounts from DEFENDANTS, plus interest, penalties, attorney's fees
22 and costs.

23 **SEVENTH CAUSE OF ACTION**

24 **NONPAYMENT OF WAGES**

25 **(PLAINTIFF against all DEFENDANTS)**

26 65. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
27 Complaint by reference as though fully set forth herein.

28 66. PLAINTIFF performed work for DEFENDANTS.

1 67. DEFENDANTS owes PLAINTIFF wages at the regular rate for uncompensated
2 work time under the terms of the employment.

3 68. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived
4 of wages in amounts to be proven at trial, and PLAINTIFF is entitled to recovery of such amounts
5 from DEFENDANTS plus interest, penalties and attorney's fees and costs.

6 **EIGHTH CAUSE OF ACTION**

7 **NONPAYMENT OF OVERTIME COMPENSATION**

8 **(PLAINTIFF against all DEFENDANTS)**

9 69. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
10 Complaint by reference as though fully set forth herein.

11 70. *Labor Code* §510(a) provides that any work in excess of eight hours in one workday
12 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
13 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
14 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
15 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
16 addition, any work in excess of eight hours on any seventh day of a workweek shall be
17 compensated at the rate of no less than twice the regular rate of pay of an employee.

18 71. PLAINTIFF performed work for DEFENDANTS that PLAINTIFF worked
19 overtime hours for more than eight (8) hours in a day and/or forty (40) hours in a week.

20 72. DEFENDANTS knew or should have known that PLAINTIFF had worked
21 overtime hours.

22 73. PLAINTIFF was at all times relevant a non-exempt hourly employee of
23 DEFENDANTS.

24 74. PLAINTIFF was not paid for overtime hours worked.

25 75. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived
26 of wages and overtime in amounts to be proven at trial, and PLAINTIFF is entitled to recovery of
27 such amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL BREAKS**

3 **(PLAINTIFF against all DEFENDANTS)**

4 76. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
5 Complaint by reference as though fully set forth herein.

6 77. *Labor Code* §512(a) provides that employees who work more than five hours in a
7 day are entitled to a meal period of at least 30 minutes; and a second meal period of at least 30
8 minutes if they work for more than 10 hours in a day.

9 78. *Labor Code* §512 further provides that “An employer may not employ an employee
10 for a work period of more than 10 hours per day without providing the employee with a second
11 meal period of not less than 30 minutes, except that if the total hours worked is no more than 12
12 hours, the second meal period may be waived by mutual consent of the employer and the employee
13 only if the first meal period was not waived.”

14 79. *Labor Code* §516 provides that the Industrial Welfare Commission may adopt or
15 amend working condition orders with respect to meal periods for any workers in California
16 consistent with the health and welfare of those workers.

17 80. Section 11(C) of the *IWC Wage Order(s)* provides that “Unless the employee is
18 relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on
19 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only
20 when the nature of the work prevents an employee from being relieved of all duty and when by
21 written agreement between the parties an on-the-job paid meal period is agreed to. The written
22 agreement shall state that the employee may, in writing, revoke the agreement at any time.”

23 81. Section 11(D) of the *IWC Wage Order(s)* provides that “If an employer fails to
24 provide an employee a meal period in accordance with the applicable provisions of this order, the
25 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
26 compensation for each workday that the meal period is not provided.”

27 82. Furthermore, an employer may not undermine a formal policy of providing meal
28 breaks by pressuring employees to perform their duties in ways that omit breaks. The wage orders

and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

83. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a non-exempt position.

84. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal breaks.

85. PLAINTIFF was at times not given meal breaks and at other times meal breaks which were not compliant with labor laws.

86. PLAINTIFF had been harmed and DEFENDANTS are liable to PLAINTIFF for one (1) hour of additional premium pay at the regular rate of compensation for each day in which the proper meal was not provided. The exact amount of missed meal break wages owed to PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

TENTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(PLAINTIFF against all DEFENDANTS)

87. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

88. State law requires employers to authorize paid rest periods of a specified minimum duration of 10 minutes for every four hours an employee works. (See, e.g., *8 California Code Regulations* §§11010-11150 ¶2 and §11160 ¶1; Wage order No. 5)

89. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a non-exempt position.

90. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to rest breaks. PLAINTIFF's shifts that were over four (4) hours therefore were entitled to a rest period of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4) hours of work.

1 91. Throughout PLAINTIFF's employment, DEFENDANTS typically did not provide
2 PLAINTIFF with rest breaks and/or compliant breaks for every four hours of work.

3 92. An employer who fails to provide rest periods as required by an applicable Wage
4 Order must pay the employee one (1) additional hour of pay at the employee's regular rate of pay
5 for each workday that a rest period was not provided. The exact amount of missed rest break wages
6 owed to PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such
7 amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

8 **ELEVENTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

10 **IN VIOLATION OF LABOR CODE § § 226(a)(e)**

11 **(PLAINTIFF against all DEFENDANTS)**

12 93. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
13 Complaint by reference as though fully set forth herein.

14 94. *Labor Code* §226(a) requires employers to provide accurate itemized wage
15 statements for each wage payment. *Labor Code* §226(e) provides for a recovery of the greater of
16 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
17 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
18 aggregate penalty of four thousand dollars (\$4,000) (per employee).

19 95. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
20 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
21 withholdings, hours, wage rates, overtime, meal and rest premiums, among other things.

22 96. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
23 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties
24 promulgated under *Labor Code* §§226.

25 97. PLAINTIFF is also entitled to injunctive relief to ensure compliance with the
26 aforementioned *Labor Code* provision.

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1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **IN VIOLATION OF LABOR CODE § 226.3**

4 **(PLAINTIFF against all DEFENDANTS)**

5 98. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
6 Complaint by reference as though fully set forth herein.

7 99. *Labor Code* §§226 and 226.3 provides for civil penalties against anyone who
8 violates *Labor Code* §226. *Labor Code* §226(a) requires employers to provide accurate itemized
9 wage statements for each wage payment. Specifically, *Labor Code* §226.3 provides a penalty of
10 two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
11 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer
12 fails to provide the employee a wage statement in compliance with *Labor Code* §226.

13 100. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
14 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
15 withholdings, hours, wage rates, overtime, meal and rest premiums, among other things.

16 101. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
17 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties
18 promulgated under *Labor Code* §§226 and 226.3.

19 **THIRTEENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE EXPENSES**

21 **(PLAINTIFF against all DEFENDANTS)**

22 102. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
23 Complaint by reference as though fully set forth herein.

24 103. In California, employers must cover employees' expenses. Pursuant to *Labor Code*
25 §2802(a) an employer is required to "indemnify him or her employee for all necessary expenditures
26 and losses incurred by the employee in direct consequence of the discharge of his or her duties, or
27 of his or her obedience to the directions of the employer..." This includes, "all reasonable costs"
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as defined in *Labor Code* §2802(c). Further, *Labor Code* §2804 states the employee may not waive these rights.

104. PLAINTIFF was required to pay for a training course out-of-pocket necessary to perform job, and PLAINTIFF did make such purchases for the benefit of DEFENDANTS.

105. DEFENDANTS did not reimburse PLAINTIFF for such expenses.

106. Therefore, DEFENDANTS are liable and PLAINTIFF is entitled to reimbursement of expenses and other costs pursuant to *Labor Code* §2802(a).

FOURTEENTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

(PLAINTIFF against all DEFENDANTS)

107. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

108. *Labor Code* §210(a) provides that any employer who fails to timely pay the wages of each employee shall be subject to a penalty in the amount of one hundred dollars (\$100) per employee per violation in an initial citation, and two hundred dollars per employee per employee for each violation in a subsequent citation, or any willful and intentional violation, plus 25 percent of the amount unlawfully withheld.

109. DEFENDANTS failed to timely pay PLAINTIFF all minimum wages, regular wages, overtime wages, meal and rest break premiums that are due and payable for each pay period.

110. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties.

FIFTEENTH CAUSE OF ACTION

UNLAWFUL WITHHOLDING OF WAGES

(PLAINTIFF against all DEFENDANTS)

111. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

1 112. *Labor Code* §216 provides that it is a misdemeanor for an employer to “willfully
2 refuse to pay wages due and payable after demand has been made” or “falsely deny the amount or
3 validity thereof.”

4 113. *Labor Code* §225.5 provides a penalty of \$100 for an initial violation and \$200 for
5 any subsequent violation of §216 plus 25% of the withheld amount.

6 114. Upon termination by DEFENDANTS, PLAINTIFF was entitled by law to receive
7 all of PLAINTIFF’s wages and paycheck(s) immediately. DEFENDANTS also unlawfully
8 withheld the balance of earned wages, overtime, missed meal and rest break wages, and expense
9 reimbursements. Moreover, these wages were demanded thereafter.

10 115. As a result of DEFENDANTS’ aforementioned unlawful acts, PLAINTIFF
11 suffered damage. DEFENDANTS are subject to the penalty under *Labor Code* §225.5. The exact
12 amount of penalties will be proved at trial, and PLAINTIFF is entitled to such penalties plus
13 interest as required by law in addition to restitution of all wages earned but not paid.

14 **SIXTEENTH CAUSE OF ACTION**

15 **WAITING TIME PENALTIES**

16 **(PLAINTIFF against all DEFENDANTS)**

17 116. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
18 Complaint by reference as though fully set forth herein.

19 117. *Labor Code* §203 provides that “if an employer willfully fails to pay, without
20 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages
21 of an employee who is discharged or who quits, the wages of the employee shall continue as a
22 penalty from the due date thereof at the same rate until paid or until an action therefor is
23 commenced; but the wages shall not continue for more than 30 days.”

24 118. PLAINTIFF’s employment with DEFENDANTS ended.

25 119. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF’s
26 termination until the date of filing this Complaint.

27 120. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.
28

1 121. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
2 damage. PLAINTIFF is entitled to recover from DEFENDANTS the statutory penalty wages for
3 each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum
4 pursuant to *Labor Code* sections 203, plus interest and attorney's fees in the amount to be proven
5 at trial.

6 **SEVENTEENTH CAUSE OF ACTION**

7 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

8 **LABOR CODE § 2698**

9 **(PLAINTIFF against all DEFENDANTS)**

10 122. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
11 Complaint by reference as though fully set forth herein.

12 123. PLAINTIFF and the other non-exempt employees are "aggrieved employees" as
13 defined by *Labor Code* §2699(c) in that they are all current or former employees of
14 DEFENDANTS, and one or more of the causes of action in this complaint was committed against
15 PLAINTIFF and the aggrieved employees.

16 124. PLAINTIFF is a proper representative to bring a civil action on behalf of
17 PLAINTIFF and other current and former employees of DEFENDANTS pursuant to the
18 procedures specified in *Labor Code* §2699.3.

19 125. As such, PLAINTIFF and the aggrieved employees are entitled to civil penalties
20 pursuant to *Labor Code* §558 and §2699(a), (f) and (g), cost, expenses, and attorneys' fees for
21 violation of *Labor Code* Sections listed in this complaint.

22 **EIGHTEENTH CAUSE OF ACTION**

23 **NEGLIGENCE**

24 **(PLAINTIFF against all DEFENDANTS)**

25 126. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
26 Complaint by reference as though fully set forth herein.

27 127. DEFENDANTS owe, and at all times relevant owed, a duty to their employees to
28 provide a safe, non-discriminating and non-retaliatory work environment, to make sure that its

1 supervisors take action against employees practicing workplace discrimination and retaliation, to
2 make sure supervisors and managers look after the safety of employees during their watch, to pay
3 employees proper wages when due, and to provide them with proper wage statements.

4 128. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

5 129. DEFENDANTS' breach was and is the actual and proximate cause of
6 PLAINTIFF's harm.

7 130. As a substantial result of DEFENDANTS' negligent acts, PLAINTIFF was harmed.
8 The exact amount of damage to PLAINTIFF shall be proved at trial.

9 **NINETEENTH CAUSE OF ACTION**

10 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

11 **(PLAINTIFF against all DEFENDANTS)**

12 131. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
13 Complaint by reference as though fully set forth herein.

14 132. DEFENDANTS owe, and at all times relevant owed, a duty to their employees to
15 provide a safe, non-discriminating and non-retaliatory work environment, to make sure that its
16 supervisors take action against employees practicing workplace discrimination and retaliation, to
17 make sure supervisors and managers look after the safety of employees during their watch, to pay
18 employees proper wages when due, and to provide them with proper wage statements.

19 133. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

20 134. DEFENDANTS' breach was and is the actual and proximate cause of
21 PLAINTIFF's harm.

22 135. As a result of this negligence, PLAINTIFF suffered and continues to suffer serious
23 emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief, anxiety,
24 worry, shock, humiliation, shame, embarrassment, and depression. This was a foreseeable result
25 of DEFENDANTS' negligence.

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1 **TWENTIETH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES**

3 **IN VIOLATION OF CAL. BUS. & PROF. CODE § § 17200 ET. SEQ.**

4 **(PLAINTIFF against all DEFENDANTS)**

5 136. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
6 Complaint by reference as though fully set forth herein.

7 137. DEFENDANTS, themselves or through their supervisors, in an effort to exploit,
8 harass, and discriminate against their employees for profit or otherwise, have engaged in the
9 following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined
10 in this complaint:

- 11 a. Wrongfully terminating and retaliating against employees with disability-
12 based reasons;
- 13 b. Discriminating against employees based on disability;
- 14 c. Failing to accommodate;
- 15 d. Failing to pay minimum, regular, overtime wages earned and owed to
16 employees;
- 17 e. Failing to provide proper meal breaks and rest periods, or to pay premium
18 wages for missed meal and rest periods to PLAINTIFF;
- 19 f. Failing to provide reimbursement for business expenses; and,
- 20 g. The foregoing wrongful activities have caused harm, fear, pressure, and
21 humiliation to the employee(s) at DEFENDANTS.

22 138. PLAINTIFF is entitled to enforce all applicable penalty provisions of the California
23 Business and Professions Code §17202.

24 139. Pursuant to the provisions of §17203 of the California Business and Professions
25 Code, PLAINTIFF is entitled to restoration of lost wages, meal breaks and rest periods premium
26 wages, business expense reimbursement, interests, and profits DEFENDANTS have collected by
27 the use of the unfair, deceptive, and misleading business practices described in this Complaint.

28 140. Pursuant to provisions of §17203 et seq. of the California Business and Professions

Code, DEFENDANTS must be ordered to disgorge all the unlawful profits in the relevant statutory to PLAINTIFF, which DEFENDANTS have received from improperly billing clients and cheating of employees in terms of their hours reported as having been worked but not paid.

141. Pursuant to the provisions of §17203 of the California Business and Professions Code, this Court should issue an injunction prohibiting DEFENDANTS from engaging in the foregoing unfair, deceptive, and misleading business practices.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS, and DOES 1 through 20 inclusive, as follows:

1. General and compensatory damages in an amount to be subject to proof at trial to the extent permitted by law;
2. Liquidated damages (if applicable);
3. Special damages;
4. Emotional distress damages;
5. Civil and statutory penalties (including under PAGA where applicable);
6. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by the use of the unfair, deceptive, and misleading business practices described as in unfair business practices cause of action;
7. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair, deceptive, and misleading business practices described as in unfair business practices cause of action;
8. Declaration that DEFENDANTS' business practices are unfair within the meaning described as in unfair business practices cause of action;
9. Punitive and exemplary damages;
10. Pre-judgment interest;
11. Costs of lawsuit herein incurred;
12. Attorneys' fees; and
13. For an award of such other and further equitable and legal relief as this Court may

1 deem appropriate.

5 Dated: February 26, 2024

BITTON & ASSOCIATES

A handwritten signature in black ink, appearing to read 'Ophir J. Bitton', written over a horizontal line.

Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
Machara Taylor

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF hereby demands a trial of the claims by jury to the extent authorized by law.

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4
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6 Dated: February 26, 2024

BITTON & ASSOCIATES

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9 _____
10 Ophir J. Bitton, Esq.
11 Lei Wei, Esq.
12 Attorneys for Plaintiff,
13 Machara Taylor
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