

1 ERIK J. CHRISTENSEN, Bar No. 314595
2 *erik@goldsummit.legal*
3 **GOLD SUMMIT LEGAL, INC.**
4 548 Market St., Ste. 41750
San Francisco, CA 94104
Tel: (415) 516-2760

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David W. Slayton,
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5 JAMES K. MOORE, Bar No. 279454
6 *james@jamesmoorelawfirm.com*
7 *assissant@jamesmoorelawfirm.com*
8 **LAW OFFICE OF JAMES K. MOORE, INC.**
9 1155 High Street
Auburn, CA 95603
Tel: (530) 885-6286

10 Attorneys for Plaintiff
CORTNI SHIPLEY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 CORTNI SHIPLEY, on behalf of herself
14 and all other aggrieved employees,

15 Plaintiffs,

16 v.

17 YORN LEVINE BARNES KRINTZMAN
18 RUBENSTEIN KOHNER ENDLICH &
19 GELLMAN; ESCHE JACKSON; and
DOES 1-50, inclusive,

20 Defendants.

Case No.: **24STCV13899**

COMPLAINT

1. Discrimination Based on Gender and Disability;
2. Failure to Engage in the Good-Faith Interactive Accommodation Process;
3. Failure to Accommodate Disability;
4. Retaliation for Seeking Disability Accommodations;
5. Failure to Prevent Discrimination and Retaliation;
6. Negligent Hiring, Supervision, and/or Retention;
7. Wrongful Termination;
8. Intentional Infliction of Emotional Distress;
9. Failure to Produce Employment Records;
10. Unpaid Wages and Related Penalties;
11. Private Attorneys General Act ("PAGA");
and
12. Unfair Competition Law.

COMES NOW Plaintiff, CORTNI SHIPLEY who, by and through her attorneys of record and on behalf of all other aggrieved employees, hereby files this Complaint and alleges as follows.

INTRODUCTION: SUMMARY OF THE CASE

1. Ms. Shipley is an African-American female and law school graduate who moved from Florida to Los Angeles and, in 2021, secured a job as a Legal Assistant with Defendant, and entertainment law firm, Yorn Levine Barnes Krintzman Rubenstein Kohner Endlich & Gellman (“**Yorn Levine**”). According to publicly available sources, Yorn Levine boasts famous clients like Steph Curry, Snoop Dogg, Scarlett Johansson, Mike Judge, Alicia Keys, Matthew McConaughey, Jordan Peele, Chris Rock, and Jason Sudeikis. On information and belief, the firm is rather successful, generating tens of millions of dollars in revenue annually.

2. Right away, Yorn Levine failed to pay Ms. Shipley all of her wages and expense reimbursements owed, but this was true for most of the firm’s non-attorney employees. Yorn Levine was otherwise happy with Ms. Shipley’s performance as demonstrated by it awarding her various bonuses and a promotion to the role of Contracts Administrator.

3. Things changed for the worse, however, the moment that Plaintiff notified Yorn Levine that she was pregnant in the fall of 2022. To start, the firm slashed Ms. Shipley’s bonuses, paying her only 2/3 of what she made in 2021, which is significant when you consider that she worked only about three months that year and in a lesser role. Defendant Esche Jackson, Yorn Levine’s Director of Human Resources, then gave Ms. Shipley incorrect detail on which pregnancy leave laws would apply to her (e.g., sharing only the lesser federal law). This left Ms. Shipley believing that she was entitled to less leave than she was. Ms. Jackson repeatedly sought to reinforce this notion in Ms. Shipley.

4. Ms. Shipley went into labor at the very end of February 2023, suffering multiple complications resulting in temporarily disability and requiring additional leave under California law (e.g., California’s Pregnancy Disability Leave Act and California’s Family Rights Act). Ms. Shipley shared this with Yorn Levine by phone, email, and her doctor’s notes. This placed Ms. Shipley on legally protected disability leave, which could have extended through September 20, 2023 or even longer depending on the application of other state laws like California’s Fair Employment and Housing Act. (E.g., Gov. Code § 12940(a) and (j).)

1 5. While Ms. Shipley was on leave, Ms. Jackson repeatedly harassed her, moving the
2 goalposts and falsely alleging that Ms. Shipley was not responding to requests for information despite
3 Ms. Shipley's emails to the contrary. Yorn Levine then terminated Ms. Shipley on August 14, 2023 in
4 violation of California law and under the false pretense of the firm having insufficient funds to retain
5 her. Ms. Shipley now sues to remedy her injuries for discrimination, harassment, retaliation, wrongful
6 termination, and various unpaid wages.

7 **THE DEFENDANTS TO THIS CIVIL ACTION**

8 6. Defendant YORN LEVINE BARNES KRINTZMAN RUBENSTEIN KOHNER
9 ENDLICH & GELLMAN, LLP (AKA Morris Yorn Barnes & Levine LLP)¹ ("**Yorn Levine**" or the
10 "**Firm**"), is a leading entertainment law firm doing business in Los Angeles County, California. The
11 Firm was founded in 1996 and, on information and belief, now employs between 60 and 200 people,
12 including approximately 27 attorneys.

13 7. Defendant ESCHE JACKSON ("**Ms. Jackson**") served as Yorn Levine's Director of
14 Human Resources or in a comparable role. In this position, Ms. Jackson was responsible for overseeing
15 employee hiring, firing, discipline, payroll, and leave.

16 8. *Doe Defendants.* Plaintiff does not know the true names and capacities, whether
17 individual, corporate or otherwise, of the defendants sued herein as DOES 1 through 50, inclusive, and
18 therefore Plaintiff sues these defendants by such fictitious names. Plaintiff will amend this Complaint
19 to state the true names and capacities of such fictitiously named defendants when their identities are
20 ascertained. Plaintiff is informed and believes and thereon alleges that each of these fictitiously named
21 defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's
22 damages, as alleged, were directly or proximately caused by these defendants. Hereafter, Yorn Levine,
23 Ms. Jackson, and DOES 1 through 50, are collectively referred to as the "**Defendants**".

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¹ Mr. Morris left Yorn Levine in 2022, and so it appears his name was removed from the Firm's masthead.

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1 **GENERAL ALLEGATIONS**

2 15. Ms. Shipley applied to work for Yorn Levine in or around summer of 2021. Ms.
3 Shipley was a terrific prospect for a firm like Yorn Levine given her education and background coupled
4 with her willingness to take a ground-floor job at the Firm. Therefore, on September 28, 2021, Yorn
5 Levine offered Ms. Shipley, via letter, the role of Legal Administrator subject to her passing a
6 background, employment, and reference checks. Ms. Shipley accepted Yorn Levine's offer, and she
7 completed her background and reference checks on October 12, 2021. She began work on October 18,
8 2021.

9 16. Ms. Shipley excelled in her role, so in December 2021, Yorn Levine paid her \$3,000.00
10 in bonuses.

11 17. In March 2022, Ms. Shipley is promoted to Contract Administrator where she retained
12 the same pay and benefits. Ms. Shipley also performed admirably in this role, and she never had a
13 negative performance review.

14 **PLAINTIFF'S PREGNANCY**

15 18. In or around October 2022, Ms. Shipley learned that she was pregnant and notified Ms.
16 Jackson in Yorn Levine's HR Department that her estimated due date was March 12, 2023. The Firm's
17 attitude toward Ms. Shipley quickly shifted because Yorn Levine disliked losing working hours to
18 pregnancy, despite the fact such behavior is prohibited by law. This attitude directly resulted in Ms.
19 Shipley receiving only \$2,000.00 in bonuses in December 2022, a one-third reduction in Ms. Shipley's
20 bonuses from the prior year, despite working all of 2022 compared to only two and a half months in
21 2021.

22 19. On February 22, 2023, Ms. Shipley corresponded with Ms. Jackson asking if she
23 needed further information before Ms. Shipley's anticipated last day of work before her due date. Ms.
24 Shipley also confirmed that she had been training her temporary replacement, Noel, and that she seemed
25 ready to handle things in Ms. Shipley's absence. Ms. Jackson thanked Ms. Shipley for this.

26 20. On November 27, 2023, Ms. Shipley went into labor early and promptly notified Ms.
27 Jackson of this at 4:45 p.m. Ms. Jackson replied with a "Change in Relationship" form, which stated
28 that Ms. Shipley was entitled to only 12 weeks of leave, and that her leave of absence would be effective

February 28, 2023 through May 23, 2023. Although Ms. Jackson gave Ms. Shipley a brochure on California’s Paid Family Leave option (“PFL”) (Unemployment Insurance Code §§ 3301, *et seq.*), it did not provide any detail on how it might extend Ms. Shipley’s leave or explain her other leave options.

A. California law allows employees to take up to 17 and 1/3 workweeks (*i.e.*, approx. 17 weeks and 2 days) of protected leave under the Pregnancy Disability Leave Act (“PDLA”) (Gov. Code § 12945) and 12 additional weeks under the California Family Rights Act (“CFRA”) (*id.*, §§ 12945.1 and 12945.2). (*See also* Cal. Code of Regs., tit. 2, §§ 11042(a) and 11046(a) and (d).) This means that, if Ms. Shipley required or requested it, her leave could have ranged from February 28, 2023 through **September 21, 2023** (*i.e.*, 29 and 1/3 weeks). (Cal. Code of Regs., tit. 2, §§ 11035, *et seq.* [these leaves do not have to be taken all at once or in any particular order]; *see also* Fig. 1, below.) Her leave could have been further extended if Yorn Levine allowed her to utilize her 35.85 hours of accrued paid time off, her paid sick leave, and/or given her additional unpaid time off to recover from any injury under California’s Fair Employment and Housing Act (“FEHA”). (Gov. Code §§ 12940, *et seq.*)

Fig. 1

LENGTH OF PREGNANCY LEAVE			
FMLA (Max: 12 weeks)		PFL (Max: 8 weeks)	
PDLA (Max: 17 1/3 weeks)		CFRA (Max: 12 weeks)	
Note: PDLA and CFRA do not have to be taken consecutively.			

B. California law also requires employers, like Yorn Levine, to provide their pregnant employees with notice of these laws, how to request such leave, and how much leave they may be entitled to. (*Id.*, §§ 11049 and 11051 [notice requirements].) Yorn Levine’s communications with Ms. Shipley fell below this standard for several reasons, but primarily because Ms. Jackson did not inform Ms. Shipley all of her legal rights or how much leave she was entitled to. (Cal. Code of Regs., tit. 2, § 11049.)

21. On February 28, 2023, Ms. Shipley gave birth to her daughter after 30 hours of labor. During childbirth, Ms. Shipley suffered significant injuries during childbirth, including open wounds and tendonitis in both of her wrists. She later began suffering from post-partum depression and premenstrual dysphoric disorder. However, Ms. Shipley was hopeful that she could resolve these issues by the time she would be required to return to work.

1 22. On May 22, 2023, Ms. Shipley emailed Ms. Jackson asking her to call back at her
2 “earliest convenience, please?” The two spoke by phone later that day. There, Ms. Shipley told Ms.
3 Jackson that she required additional leave and she discussed her intent to take eight weeks of Paid
4 Family Leave, which would expire on or about July 18, 2023. Ms. Shipley did not reference leave
5 under the CFRA because neither Yorn Levine nor Ms. Jackson had notified her that this was an option.

6 23. PFL, designed to allow for parents to bond with their babies, runs concurrently with
7 leave under the CFRA, meaning that the CFRA is running in the background and resumes once PFL
8 leave ends. So, any leave taken by Ms. Shipley from July 19, 2023 through September 23, 2023 was
9 protected under the CFRA and/or PDLA, since neither had to be taken all at once. (*See e.g.*, Cal. Code
10 of Regs., tit. 2, § 11050; Gov. Code § 12945.)

11 24. On May 24, 2023, Ms. Shipley emailed Ms. Jackson saying that earlier that day, she
12 learned that California’s Employment Development Department (“**EDD**”) had approved her PFL. Ms.
13 Shipley then asked Ms. Jackson to “look for a document from [the] EDD in the mail confirming this.”
14 Ms. Jackson replied later that morning asking if Ms. Shipley was taking PFL for a disability, and Ms.
15 Shipley answered that that leave under PFL is “for bonding with a newborn”; it “is not disability-related
16 leave.” This answer was honest, despite Ms. Shipley’s actual injuries, which she hoped would resolve
17 before her agreed-upon leave expired. When she realized that she would not so recover, Ms. Shipley
18 later explained to Ms. Jackson that she was, in fact, disabled due to her pregnancy. (Cal. Code of Regs.,
19 tit. 2, § 11049(b)(1)(3) [Yorn Levine was also required to provide Ms. Shipley with notice sufficient to
20 this regulation “as soon as practicable after the employee tells her employer of her pregnancy” so the
21 employee can prepare any medical documentation the employer may request] and otherwise know how
22 to appropriately respond to employer inquiries.)

23 25. Via email that night, Ms. Jackson told Ms. Shipley that her PDLA “ran from February
24 28, 2023 through April 11, 2023” (*i.e.*, only one and a half months), when her leave under this law
25 actually ran until June 29, 2023 (*i.e.*, four months). Ms. Jackson knew (or should have known) what
26 she was telling Ms. Shipley was false because Ms. Jackson participated in the creation of Yorn Levine’s
27 employee leave policies just months before Ms. Shipley went into labor. One of these policies clearly
28 states that employees are entitled to 17 and 1/3 weeks (*i.e.*, four months) of leave under the PLDA.

1 26. In the same email, Ms. Jackson confirmed that Ms. Shipley was eligible for 12 weeks
2 of additional unpaid leave under the CFRA and eight weeks of *concurrent* paid leave under the PFL.
3 Ms. Jackson then said, “[i]t sounds like that is already in process.” Based on this explanation, Ms.
4 Jackson inaccurately told Ms. Shipley that her CFRA leave would expire on July 5, 2023, when in fact
5 it was set to expire on or about September 21, 2023. Had Ms. Jackson been mistaken, then her conduct
6 might be understandable. However, the facts below reveal that this is not what happened; Ms. Jackson
7 doubled down in undermining Ms. Shipley because of her gender and pregnancy-related disabilities.

8 27. In early July 2023, Ms. Jackson instructed Ms. Shipley to return to work, however, Ms.
9 Shipley replied that she was still unable to do so because of her disabilities for which she was
10 undergoing physical therapy twice weekly. Ms. Jackson demanded evidence of this from Ms. Shipley’s
11 doctors and/or the EDD. But she was not entitled to do so because California law does not require an
12 employee to “have a serious health condition in order for the employee to take CFRA leave ...” (Cal.
13 Code of Regs., tit. 2, § 11046(c)(1).) Furthermore, Ms. Jackson was legally required to Ms. Shipley,
14 however, did not know this fact. She also wanted to please Ms. Jackson, and so she offered to ask the
15 EDD to resend her leave documents to Yorn Levine. Ms. Shipley promptly did so. In the meantime,
16 and on the false premise that Ms. Shipley’s CFRA leave had expired, Ms. Jackson told Ms. Shipley that
17 she would have to use her paid time off until Yorn Levine approved her “new” leave request.

18 28. On July 20, 2023, Ms. Jackson called Ms. Shipley and left her a voicemail stating that
19 Yorn Levine still had not received Ms. Shipley’s records from the EDD. Ms. Shipley replied the same
20 morning: “I apologize, I thought you had received documentation from EDD regarding my leave.
21 Please find attached copies of documentation I have regarding my 2-month paid family leave through
22 EDD. My disability claim began July 19, 2023. I will share the documentation for that claim as soon
23 as I receive it from EDD.” Again, PLDA and CFRA do not need to run consecutively (*i.e.*, they may
24 seamlessly start and stop in conjunction with each other).

25 29. On July 21, 2023 – and despite receiving Ms. Shipley’s EDD records the day earlier –
26 Ms. Jackson told Ms. Shipley that “the EDD cannot substantiate your leave.” Paradoxically, Ms.
27 Jackson also suggested that she had never heard from the EDD: “you expressed that I would be hearing
28 from the EDD regarding your disability claim ... Other documentation is needed to support your

1 claim.” Ms. Jackson expressed that she required this documentation because “[t]he nature of your
2 leave is unclear at this time ...” despite Ms. Shipley previously discussing her pregnancy-related
3 disabilities with Ms. Jackson by phone. Regardless, Ms. Shipley graciously replied, “[t]he nature of
4 my leave is medical disability. You will receive information from my doctor’s office today. Thank
5 you for your understanding ...”

6 A. The same day, Ms. Shipley then emailed Ms. Jackson a note from her doctor.
7 There, Ms. Shipley’s doctor explained that she was treating Ms. Shipley for a medical condition and
8 Ms. Shipley was “placed on medical disability with submissions filed to E.D.D. and are now pending
9 review. For all parties interested/involved please reference this letter as proof of submission by the
10 overseeing physician ...” Finally, Ms. Shipley confirmed that the disability her doctor referenced in
11 the letter was pregnancy-related. (Cal. Code of Regs., tit. 2, § 11050(b) [Ms. Shipley provided the
12 appropriate medical certification; Yorn Levine was obligated to inform Ms. Shipley if this note was
13 inadequate and of any consequences for providing this documentation beyond a reasonable deadline].)

14 B. While some of Ms. Shipley’s pregnancy-related disabilities are rather
15 confidential (but have previously been generally shared with Yorn Levine), her more common
16 disabilities included post-partem depression and tendonitis in both of her wrists. These injuries for
17 which Ms. Shipley was attending therapy (physical and otherwise) each week temporarily rendered
18 her unable to perform one or more of the essential functions of her job. (Cal. Code of Regs., tit. 2, §
19 11035(d) and (f).)

20 C. Ms. Jackson did not respond to Ms. Shipley’s email and, on information and
21 belief, she did not request further information from Ms. Shipley or her treating physician.

22 30. On August 14, 2023, and while Ms. Shipley was on protected CFRA leave, Ms. Jackson
23 emailed her stating that she was fired effective August 15, 2023 because her position was eliminated
24 due to the Writers Guild of America and SAG-AFTRA strikes, which “has caused the firm to initiate
25 layoffs.” However, this was not entirely accurate. The Firm had hired at least three employees around
26 the time these strikes began and they were not terminated. In fact, Yorn Levine’s managing partner,
27 Kevin Yorn, launched a \$225,000,000 fund (BroadLight Capital) in the same time period. So, Yorn
28 Levine’s true intent lay elsewhere: they were firing Ms. Shipley for taking protected CFRA leave as

1 necessary to recover from her disabilities. Ms. Jackson wrongly framed the problem as being a “lack
2 of communication and sufficient medical certification ...”

3 31. Yorn Levine then failed to send Ms. Shipley her final paycheck until August 18, 2023,
4 which included pay for 38.85 hours of unused paid time off.

5 32. Ms. Shipley has since recovered from her disabilities such that she would have been
6 able to perform the essential duties of her job without accommodations, or with very limited
7 accommodations that would not impact the Firm in any material way.

8 UNPAID WAGE CLAIMS

9 33. Yorn Levine’s offer letter promised Ms. Shipley the following: (1) that she would be
10 paid a salary, although she would be a non-exempt employee (*i.e.*, entitled to overtime, and meal and
11 rest breaks);² (2) she could earn year-end performance-bonuses equal to 10-20% of her salary; (3) a
12 profit-share contribution “amounting to a minimum of 2 percent of [her] annual salary”; (4) 401k
13 contributions equal to 3% of her payments into this account; (5) two weeks of PTO each year, accrued
14 when she began work and at the start of each year thereafter; (6) various company holidays; and (7)
15 100% coverage of health, dental, vision, disability, and life insurance.

16 A. On information and belief, Yorn Levine offered the other aggrieved employees
17 the similar benefits, but paid them different wages.

18 B. On information and belief, the Firm never paid Ms. Shipley any manner of
19 profit-share contribution, a non-discretionary bonus.

20 C. On information and belief, Yorn Levine paid Ms. Shipley less than her male
21 counterparts and denied her bonuses, profit-sharing, and other opportunities for advancement
22 substantially because she was an African American woman.

23 34. The Firm also required Ms. Shipley and the other aggrieved employees to sign non-
24 competition and/or non-solicitation agreements as a condition of their employment. This act violates
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26 ² Yorn Levine properly classified Ms. Shipley as a non-exempt employee under California law. Employers must track all
27 hours worked by non-exempt employees and pay them at least a minimum wage for each hour they work (or fraction
28 thereof) along with overtime and doubletime wages where applicable. (Lab. Code §§ 1182.12, 1194, 1194.2, 1197, and
1198; *Furry v. East Bay Publishing, LLC* (2018) 30 Cal.App.5th 1072, 1080-1081 [missing or incomplete time records
creates a presumption of liability sufficient for employees to prevail on their wage and hour claims in summary judgment
because the employer requires these records to mount a defense to the employee’s unpaid wage claims].)

1 fair trade and competition practices in California. (Lab. Code §§432.5-432.6; Bus. & Prof. Code §§
2 16600.5, 16001-16602.) This conduct was especially egregious because the Firm required Ms. Shipley
3 and the other aggrieved employees to sign these contracts agreeing that they would have to pay the
4 Firm’s attorneys’ fees and costs if Yorn Levine had to “enforce” these illegal policies.

5 35. Upon hire, Yorn Levine also gave Ms. Shipley a “Notice to Employee” form (Lab. Code
6 § 2810.5), confirming that the Firm would be paying her a salary, and that she was a non-exempt
7 employee who was entitled to overtime. This form also stated that Ms. Shipley was eligible for paid
8 sick leave. On information and belief, the Firm treated the other aggrieved employees similarly.

9 36. Yorn Levine did not track any of Ms. Shipley’s time (*i.e.*, hours worked or fraction
10 thereof) between her date of hire (October 18, 2021) and approximately April 15, 2022. The Firm
11 generally told Ms. Shipley not to worry about tracking her time, and so she uniformly filled her
12 timecard with eight (8) hours per day during this time period. Ms. Shipley did this despite the fact
13 that she regularly worked between 30 and 60 minutes of overtime each day, Monday through Friday.
14 This equates to about 7.5 hours of overtime per pay period. The reason Ms. Shipley took this action
15 was because she wanted to please the Firm and – based on her interactions with the Firm’s management
16 and HR – she was reasonably concerned that she would get reprimanded for submitting her overtime
17 hours *and* that she would not get paid for it anyway. Her concerns proved true, as shown further below.

18 37. Defendants knew, or should have known, that Ms. Shipley was working these hours
19 because she was logged into their system, sending emails, and working on or submitting projects
20 outside of regular business hours.

21 38. Ms. Shipley received her first paycheck on October 29, 2021, which confirmed that
22 Yorn Levine was paying her a bi-monthly (*i.e.*, twice per month) salary matching the offer letter and
23 Notice to Employee that she had signed. However, each of Ms. Shipley’s paystubs in 2021 stated that
24 she worked 86.67 hours that pay period regardless of how much time she *actually* worked. This is
25 problematic for at least four reasons:

26 A. Each of Ms. Shipley’s paystubs from 2021 through approximately April 15,
27 2022 show that she worked approximately 6.67 hours of overtime per pay period and that Yorn Levine
28 failed to compensate her for this time her overtime rate (just like Ms. Shipley feared);

1 B. Ms. Shipley's paystubs did not properly state the amount of time that she
2 actually worked during each of these pay periods;

3 C. Her paystubs also did not accurately state the amount of time she *had* submitted
4 to Yorn Levine each pay period; and

5 D. These aforementioned problems mean that each of Ms. Shipley's paystubs were
6 inaccurate because – at a minimum – they did not reflect the amount of time she actually worked *and*
7 they did not show the amounts she had earned, but had not been paid (*e.g.*, overtime).

8 39. The Firm also failed to reimburse Ms. Shipley and the other aggrieved employees for
9 their reasonable business expenses. These were any expenses they reasonably incurred for the benefit
10 of Yorn Levine, including personal cellphone usage, home internet, electricity bills, mileage,
11 equipment purchases, etc. For example, the Firm (particularly during the COVID-19 Pandemic)
12 required Ms. Shipley and the other aggrieved employees to work from home, meaning they had to use
13 their personal phones, home internet, utility bills, printer paper, printers, and much more, just to
14 complete the tasks the Firm assigned them. These requirements persisted even after the Pandemic
15 because the Firm knew (and expected) its employees, like Ms. Shipley, to be available outside of
16 regular business hours (*i.e.*, while they were home).

17 A. The Firm knew, or should have known, about these expenses because they were
18 obviously necessary for its employees to fulfill their basic job functions. However, the Firm never
19 repaid Ms. Shipley or the other aggrieved employees for the expenses they reasonably incurred for
20 Yorn Levine's benefit, including (but not limited to) bills like: (1) cell phone usage; (2) home internet;
21 (3) home electricity; (4) personal printers and paper usage; and (5) other necessities like pens, post-
22 its, and more.

23 B. Furthermore, these expenses should have shown up on Ms. Shipley and the
24 other aggrieved employees' paystubs, but they did not. This further establishes that the Firm
25 intentionally, or knowingly, issued Ms. Shipley and the other aggrieved employees inaccurate paystubs
26 each pay period.

27 40. On or about April 15, 2022, the Firm changed its payroll practices and began asking its
28 non-exempt employees to track their hours worked, including when they took their meal breaks and

1 for how long. Yorn Levine now required employees to record their time to the minute. This resulted
2 in at least two distinct problems.

3 A. First, Yorn Levine now required its non-exempt employees, like Ms. Shipley,
4 to request overtime hours *before* working overtime or doubletime, and if they did not get pre-approved,
5 Yorn Levine would not pay for this time. There was often little opportunity to pre-request
6 overtime/doubletime hours because projects these employees worked on had clear deadlines, yet they
7 could not anticipate knowing whether overtime/doubletime was required until the last minute. But
8 requesting and waiting for pre-approval could often mean further delays, and not finishing a project
9 on-time meant being reprimanded. So, the Firm's employees like Ms. Shipley, learned that Yorn
10 Levine expected them to simply work this overtime/doubletime without reporting it. If Ms. Shipley,
11 or the other employees reported such overtime/doubletime work, but without pre-approval, the Firm
12 would not pay them for their overtime/doubletime. This allowed the Firm to both meet its deadlines
13 on time *and* to save money by not having to pay Ms. Shipley and similarly aggrieved employees for
14 all of their hours worked. In other words, the Firm regularly failed to pay Ms. Shipley and the other
15 aggrieved employees all of their minimum, regular, overtime, and doubletime hours worked each pay
16 period *and* to maintain accurate records of each hour these employees worked (or fraction thereof).

17 B. Second, the Firm knew or should have known about these issues, particularly
18 given its written and oral reprimands to Ms. Shipley and the other aggrieved employees. Yet Ms.
19 Shipley's and the aggrieved employees' paystubs did not reflect the actual hours (or fraction thereof)
20 that these employees worked for the Firm. In other words, Ms. Shipley's and the aggrieved employees'
21 paystubs were deliberately or knowingly inaccurate.

22 41. Yorn Levine failed to timely pay Ms. Shipley and the other aggrieved employees all
23 wages they were due upon their separation. For example, the Firm told Ms. Shipley on August 14,
24 2023, that they had terminated her. This required Yorn Levine to pay Ms. Shipley *all* of her wages
25 owed that day. (Lab. Code § 201.) They did not do so. Instead, they waited until August 21, 2023 to
26 issue Ms. Shipley her final paycheck, which arrived a few days later, and did not include all of Ms.
27 Shipley's wages owed (per above). The Firm therefore owes Ms. Shipley and the each of the other
28 aggrieved employees waiting time penalties equal to a full day of their wages (*e.g.*, eight hours per

1 day) for each day the Firm has not paid them their full wages, capped at 30 days' wages per employee.
2 (Lab. Code § 203.)

3 42. The Firm also failed to timely produce all paystubs, time records, and personnel file
4 documents requested by Ms. Shipley and the other aggrieved employees upon their request. (Lab.
5 Code §§ 226, 247.5, 432, and 1198.5.) For example, Ms. Shipley mailed the Firm her request for these
6 records on January 24, 2024, and the only records the Firm sent back were on February 14, 2024.
7 These records failed to include, for example: (1) Ms. Shipley's paystubs for December 15, 2021,
8 August 15, 2022, July 30, 2023 and August 15, 2023; (2) *all* of Ms. Shipley's time-entry records; and
9 (3) various documents related to Ms. Shipley's termination, including emails showing that she had
10 timely responded to Ms. Jackson's various emails and phone calls about Ms. Shipley's pregnancy.
11 Instead, the Firm only sent emails to Ms. Shipley that made it *appear* that Ms. Shipley was not timely
12 responding.

13 DAMAGES, FEES, COSTS, AND ADMINISTRATIVE REMEDIES

14 43. **Plaintiff's Economic Damages:** As a consequence of Defendants' conduct, Plaintiff
15 has suffered and will suffer harm, including lost past and future income and employment benefits,
16 damage to her career, medical and related expenses, and interest thereon, in a sum to be proven at trial.

17 44. **Plaintiff's Non-Economic Damages:** As a consequence of Defendants' conduct,
18 Plaintiff has suffered, and will continue to suffer, extraordinary psychological and emotional distress,
19 humiliation, and mental and physical injury, pain, and anguish in a sum to be proven at trial.

20 45. **Punitive Damages:** Defendants' conduct herein constitutes oppression and/or malice
21 entitling Plaintiff to an award of exemplary/punitive damages. (Civ. Code § 3294.)

22 A. *Malice:* Defendants' conduct was committed with malice within the meaning
23 of California Civil Code section 3294, including the following: (1) Defendants acted with intent to
24 cause Plaintiff emotional, physical, and financial injury, and/or acted with reckless disregard toward
25 Plaintiff's injuries; (2) Defendants took multiple adverse employment actions against Plaintiff because
26 of her sex, disabilities, and/or legal utilization of California leave laws; and (3) Defendants' conduct
27 was despicable and committed with willful and conscious disregard for Plaintiff's rights, health, and
28 safety, including Plaintiff's right to workplace accommodations and to be free of discrimination,

1 harassment, retaliation, and wrongful termination. Defendants' goal was to eliminate Plaintiff because
2 they did not like that she was not falling for their misrepresentation of Ms. Shipley's return-to-work
3 date, which ignored State law requirements.

4 B. *Oppression:* Additionally, or alternatively, Defendants' conduct, described
5 herein, was committed with oppression within the meaning of California Civil Code section 3294.
6 This includes Defendants' actions against Plaintiff, taken because of Plaintiff's sex, disabilities, and
7 good faith efforts to secure her legal entitlement to pregnancy and disability-related leave. Defendants'
8 conduct subjected Plaintiff to cruel and unjust hardship not only through their direct actions, but by
9 purposefully disregarding Plaintiff's right to disability accommodations and a workplace free of
10 assault, discrimination, harassment, and retaliation. As a direct result, Plaintiff has suffered extreme
11 physical injuries and emotional distress, as described in this Complaint.

12 46. **Attorneys' Fees and Costs:** Plaintiff has incurred and continues to incur legal
13 expenses and attorneys' fees as a result of Defendants' conduct. (*E.g.*, Code of Civ. Proc. § 1021.5,
14 Lab. Code §§ 233(e) and 1994, Gov. Code § 12965(b), and other analogous statutory authorities.)

15 47. **Exhaustion of Administrative Remedies.**

16 A. **LWDA Notice.** On March 5, 2024, and within the statute of limitations period
17 afforded by law, Plaintiff e-filed her PAGA notice with California's Labor and Workforce
18 Development Agency ("LWDA"). The same day, Ms. Shipley sent, via certified mail, a copy of this
19 notice to Yorn Levine at its address registered with the California Secretary of State. More than 65
20 days have passed since Ms. Shipley filed this notice with the LWDA and she has not received word
21 from the agency about the same. Ms. Shipley has therefore exhausted her administrative remedies
22 with regard to her PAGA claims in this action.

23 B. **Right-to-Sue.** Plaintiff exhausted her administrative remedies for her FEHA
24 claims herein on April 29, 2024, and within the statute of limitations period afforded by law, by filing
25 such charges herein with the California Civil Rights Department ("CRD", formerly the Department
26 of Fair Employment and Housing). The CRD issued Plaintiff her Right to Sue Letter the same day.
27 Attached to this Complaint, as **Exhibit A**, is a true and accurate copy of Plaintiff's Right to Sue Letter.
28

1 **FIRST CAUSE OF ACTION**

2 **Discrimination Based on Gender**

3 **(Gov. Code §§ 12940, *et seq.*)**

4 **(By Plaintiff Against Defendants Yorn Levine and DOES 1-50)**

5 48. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
6 herein by reference.

7 49. At all times relevant to this action, the Firm employed Plaintiff and the other employees
8 directly and indirectly described herein.

9 50. The Fair Employment and Housing Act (“FEHA”) (Gov. Code §§ 12940, *et seq.*) and
10 California Constitution (Art. I, §§ 7-8) make it unlawful to discriminate or harass an individual on the
11 basis of their gender and related characteristics, like pregnancy or parenthood. At all times referenced
12 in this Complaint these laws were in full force and effect and was binding on Yorn Levine and DOES
13 1-50. (*E.g.*, Gov. Code §§ 12940(a) and (j)(4)(C), and 12945.)

14 51. FEHA, in particular, prohibited Yorn Levine and DOES 1-50 from discriminating
15 against Plaintiff (*i.e.*, taking any manner of adverse employment action) substantially because of her
16 gender. “Adverse employment actions” may include, but are not limited to: (1) termination; (2)
17 demotion; (3) harassment; (4) being placed on administrative leave; (5) refusing promotion; (6)
18 unjustifiably bad performance evaluations; (7) unfavorable job reassignments or tasks; (8) reducing
19 working hours; (9) rescinding promised training; and (10) any conduct that is reasonably likely to
20 impair one’s job performance or their prospects for advancement or promotion (*e.g.*, falsely claiming
21 insubordination). (*See, e.g.*, *Yanowitz v. L’Oreal USA, Inc.* (2005) 36 Cal.4th 1028, 1053-1061; *Lopez*
22 *v. La Casa De Las Madres* (2023) 89 Cal.App.5th 365, 382 [terminating an employee because they
23 used their maximum statutory leave may still be an adverse employment action where additional leave
24 under FEHA is available], citing Gov. Code § 12945; *see also* Cal. Code of Regs., tit. 2, § 11040
25 [same].)

26 52. The Firm and its employees were at all times relevant to this action, aware of FEHA’s
27 requirements because California required them to take training on how to recognize and prevent
28 discrimination, harassment, and retaliation in the workplace. (Gov. Code §§ 12950-12950.1.) Ms.

1 Jackson was also responsible for overseeing the drafting of Yorn Levine's Employee Handbook in or
2 around July 2022, which included reference to many of the laws surrounding pregnancy leave and
3 anti-discrimination, anti-harassment, and anti-retaliation in California. In other words, Defendants
4 knew not to discriminate, harass, or retaliate against Ms. Shipley on the basis of any of her protected
5 characteristics (*e.g.*, gender) and/or disabilities.

6 53. The Firm and DOES 1-50 discriminated against Ms. Shipley substantially because of
7 her gender by subjecting her to adverse employment actions, which included but were not limited to:
8 (1) treating Ms. Shipley less favorably than similarly situated male employees by denying her
9 comparable bonuses, profit-sharing, wages, and opportunities for advancement; and (2) terminating
10 her substantially because she had become pregnant and given birth.

11 54. Plaintiff is informed and believes, and thereon alleges, that in addition to the practices
12 above, the Firm has engaged in other discriminatory practices against her which are not yet fully
13 known. At such time as said discriminatory practices become known, Plaintiff may seek leave from
14 this Court to amend her Complaint.

15 55. Ms. Jackson and the Firm's other employees engaged in the unlawful conduct alleged
16 herein while serving as Yorn Levine's officers, directors, supervisors, and/or agents while acting – at
17 all times – within the scope and course of their employment. (*e.g.*, Gov. Code § 12926.) The Firm, at
18 all times relevant to this action, directed or ratified the conduct of Ms. Jackson and its other employees
19 as set forth herein. Yorn Levine is, therefore, strictly liable for the conduct of Ms. Jackson and its
20 supervisory employees under FEHA, and separately its non-supervisory employees under the doctrine
21 of *respondeat superior*.

22 56. As a direct and proximate result of the actions taken by the Firm, by and through their
23 agents (*e.g.*, Ms. Jackson), the Firm has caused Plaintiff to suffer special damages including, but not
24 limited to, loss of past and future income, benefits, medical expenses, and other damages to be proven
25 at trial.

26 57. As a direct and proximate result of the actions taken by Yorn Levine, by and through
27 itself and/or its officers, directors, shareholders/members, supervisors, and/or agents, the Firm caused
28 Plaintiff to suffer general damages including, but not limited to, shock, embarrassment, physical

1 distress and injury, humiliation, emotional distress, stress, shame, and other damages to be proven at
2 the time of trial.

3 58. Because the Firm and its employees/agents had the anti-harassment, discrimination,
4 and retaliation training referenced above, their conduct toward Plaintiff, explained herein, could be
5 nothing other than willful, malicious, and oppressive. In other words, the Firm (directly and by and
6 through its employees) knew better, but still took the despicable actions herein knowing they would
7 harm Plaintiff physically, emotionally, and/or financially. Yorn Levine did nothing to stop this conduct
8 while either directing or ratifying it. Plaintiff is therefore entitled to punitive damages against the Firm
9 for its conduct, and that of its employees, as described herein.

10 59. Plaintiff has incurred, and continues to incur, legal expenses and attorneys' fees related
11 to this cause of action in sums to be determined at trial.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Engage in the Interactive Accommodation Process**

14 **(Gov. Code §§ 12940, *et seq.*)**

15 **(By Plaintiff Against Yorn Levine and DOES 1-50)**

16 60. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
17 herein by reference.

18 61. At all times relevant to this action, the Firm employed Plaintiff and the other employees
19 directly and indirectly described herein.

20 62. The FEHA requires employers to engage their employees with physical or mental
21 disabilities in "a timely, good faith, interactive process" to determine if any accommodations will
22 allow the employee to perform the essential functions of their jobs. (Gov. Code § 12940(m)-(n).)
23 Such accommodations may include, for example, additional leave – even where all other statutory
24 leave has been exhausted – so the employee can recover from their disabilities and return to work.
25 (Gov. Code §§ 12940, 12945; *Sanchez v. Swissport, Inc.* (2013) 213 Cal.App.4th 1331, 1338-1341.)

26 63. The employer must begin the interactive accommodation process when the employee
27 requests an accommodation or when the employer knows, or should have known, about the employee's
28 disability-related limitations. (*Lin v. Kaiser Foundation Hospitals* (2023) 88 Cal.App.5th 712, 728;

1 *Avila v. Continental Airlines, Inc.* (2008) 165 Cal.App.4th 1237, 1252; *see also* Cal. Code of Regs.,
2 tit. 2, § 11069.) The employer must also keep communicating with the employee in good faith to
3 assess the nature of the employee's disabilities and the accommodations that might aid them in
4 returning to work or in performing the essential functions of their jobs. (*Scotch v. Art Institute of*
5 *California-Orange County, Inc.* (2009) 173 Cal.App.4th 986, 1013-1014.) If an employer is
6 responsible for the breakdown in communication, then they are liable for failing to engage in the
7 interactive accommodation process in good faith. (*Ibid.*)

8 64. Here, Yorn Levine knew that Ms. Shipley was pregnant, that she gave birth, and that
9 she had pregnancy-related disabilities such that she was unable to return to work. The Firm knew this
10 because Ms. Shipley, her doctor, and (on information and belief), the EDD told them so. Ms. Shipley
11 also notified Ms. Jackson – and thus the Firm – that she required full use of her leave under both the
12 PLDA and CFRA, but the Firm denied her this. Yorn Levine also refused to consider Ms. Shipley's
13 requests to use her accrued paid time off to cover any time thereafter that she might require. The Firm
14 also denied her this. Yorn Levine also failed to even discuss granting Ms. Shipley additional leave
15 under FEHA, if she so required, toward the end of her PLDA and CFRA leave. The Firm then
16 unilaterally halted its communications with Ms. Shipley after she supplied her doctor's note
17 (confirming her disabilities) that they had requested. Even assuming, *arguendo*, Defendants were to
18 assert that Ms. Shipley's doctor's note was insufficient, she would have happily requested a more
19 detailed note from her doctor if the Firm so required or requested. In sum, Yorn Levine was
20 responsible for the breakdown in communications with Ms. Shipley about her disabilities, and
21 therefore they failed to engage in the good-faith interactive process.

22 65. Ms. Jackson, and DOES 1-50, engaged in the unlawful conduct alleged herein while
23 serving as the Firm's officers, directors, supervisors, and/or managing agents while acting – at all times
24 – within the scope and course of their employment. (Gov. Code §12926.) The Firm also, at all times
25 relevant to this action, directed or ratified the conduct of its non-supervisory employees set forth
26 herein. The Firm is therefore strictly liable for the conduct of Ms. Jackson and DOES 1-50 under
27 FEHA, and separately for its non-supervisory employees under the doctrine of *respondeat superior*.
28

1 66. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
2 by and through its employees and agents, it has caused Plaintiff to suffer special damages including,
3 but not limited to, loss of past and future income, benefits, medical expenses, and other damages to be
4 proven at trial.

5 67. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
6 by and through its employees and agents, it has caused Plaintiff to suffer general damages including,
7 but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress,
8 stress, and other damages to be proven at the time of trial.

9 68. The Firm's conduct was malicious and oppressive because it terminated her while she
10 was on protected disability leave in order to prevent her from receiving the medical care that she
11 required in order to return to work. This resulted in Ms. Shipley losing much of her medical coverage
12 for her and her newborn child *and* putting her in fear of how she might provide for her family.
13 Defendants' conduct was willful and malicious because they knew what they were doing was wrong
14 due to their receipt of anti-discrimination, harassment, and retaliation training. Furthermore, the Firm
15 knew or should have known that their conduct would cause Plaintiff additional and actual injury, both
16 physical and emotional, but it took this action (or ratified it) anyway. Yorn Levine's conduct has, as
17 explained herein, actually caused Plaintiff these emotional injuries. Plaintiff is therefore entitled to
18 punitive damages against Yorn Levine for its malicious and oppressive conduct.

19 69. Plaintiff has incurred, and continues to incur, legal expenses and attorneys' fees related
20 to this cause of action in sums to be determined at trial.

21 **THIRD CAUSE OF ACTION**

22 **Failure to Accommodate Disability**

23 **(Gov. Code §§ 12940, *et seq.*)**

24 **(By Plaintiff Against Yorn Levine and DOES 1-50)**

25 70. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
26 herein by reference.

27 71. At all times relevant to this action, the Firm employed Plaintiff and the other employees
28 directly and indirectly described herein.

1 72. California Government Code section 12940(m) makes it illegal for “an employer or
2 other entity covered by this part to fail to make reasonable accommodation for the known physical or
3 mental disability of an applicant or employee.” (*See also* Gov. Code § 12926.)

4 73. At all times relevant to this cause of action, Ms. Shipley was on protected pregnancy
5 and disability leave, and she requested various accommodations including additional leave so that she
6 could recover from her related disabilities and then return to work. Not only would granting these
7 accommodations have cost the Firm very little (if anything), they were legally obligated to provide
8 these accommodations. However, Yorn Levine refused to do so.

9 74. Ms. Jackson, and DOES 1-50, engaged in the unlawful conduct alleged herein while
10 serving as the Firm’s officers, directors, supervisors, and/or managing agents while acting – at all times
11 – within the scope and course of their employment. (Gov. Code § 12926.) The Firm also, at all times
12 relevant to this action, directed or ratified the conduct of its non-supervisory employees set forth
13 herein. The Firm is therefore strictly liable for the conduct of Ms. Jackson and DOES 1-50 under
14 FEHA, and separately for its non-supervisory employees under the doctrine of *respondeat superior*.

15 75. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
16 by and through its employees and agents, it has caused Plaintiff to suffer special damages including,
17 but not limited to, loss of past and future income, benefits, medical expenses, and other damages to be
18 proven at trial.

19 76. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
20 by and through its employees and agents, it has caused Plaintiff to suffer general damages including,
21 but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress,
22 stress, and other damages to be proven at the time of trial.

23 77. The Firm’s conduct was malicious and oppressive because it terminated her while she
24 was on protected disability leave in order to prevent her from receiving the medical care that she
25 required in order to return to work. This resulted in Ms. Shipley losing much of her medical coverage
26 for her and her newborn child *and* putting her in fear of how she might provide for her family.
27 Defendants’ conduct was willful and malicious because they knew what they were doing was wrong
28 due to their receipt of anti-discrimination, harassment, and retaliation training. Furthermore, the Firm

1 knew or should have known that their conduct would cause Plaintiff additional and actual injury, both
2 physical and emotional, but it took this action (or ratified it) anyway. Yorn Levine's conduct has, as
3 explained herein, actually caused Plaintiff these emotional injuries. Plaintiff is therefore entitled to
4 punitive damages against Yorn Levine for its malicious and oppressive conduct.

5 78. Plaintiff has incurred, and continues to incur, legal expenses and attorneys' fees related
6 to this cause of action in sums to be determined at trial

7 **FOURTH CAUSE OF ACTION**

8 **Retaliation for Engaging in Protected Activity in Violation of FEHA**

9 **(Lab. Code §§ 233, and 1102.5; Gov. Code § 12940(h) and (m)(2))**

10 **(By Plaintiff Against Yorn Levine and DOES 1-50)**

11 79. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
12 herein by reference.

13 80. At all times relevant to this action, the Firm employed Plaintiff and the other employees
14 directly and indirectly described herein.

15 81. Labor Code section 233(c) makes it unlawful for employers to "deny an employee the
16 right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner
17 discriminate against an employee for using, or attempting to exercise the right to use, sick leave to
18 attend to an illness or the preventive care of a family member, or for any other reason specified in
19 subdivision (a) of Section 246.5." Labor Code section 246.5(a)(1) allows use of sick leave for
20 "[d]iagnosis, care, or treatment of an existing health condition ..."

21 82. Labor Code section 1102.5, more broadly, makes it unlawful for any "employer, or any
22 person acting on behalf of the employer" to retaliate against any employee for disclosing information
23 "to a person with authority over the employee ... if the employee has reasonable cause to believe that
24 the information discloses a violation of state or federal statute, or a violation of or noncompliance with
25 a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of
26 the employee's job duties." The laws above were in full effect at all times relevant to this action and
27 were applicable to Defendants. This includes the Individual Defendants who had authority over
28

1 Plaintiff to “investigate, discover, or correct the violation or noncompliance ...” (Lab. Code. §
2 1102.5(a).)

3 83. At all times herein mentioned, FEHA was in full force and effect and was binding on
4 Defendants. This law forbids any employer from retaliating “against any person because the person
5 has opposed any practices forbidden under this part or because the person has filed a complaint,
6 testified, or assisted in any proceeding under” FEHA. (Gov. Code § 12940(h); *see also id.*, § 12926.)
7 Government Code section 12940(m)(2) also makes it illegal for “an employer or other entity covered
8 by this part to ... retaliate or otherwise discriminate against a person for requesting accommodation
9 under this subdivision, regardless of whether the request was granted.” As above, Defendants were
10 aware of FEHA’s application pursuant to the training they received prior to taking the action described
11 herein.

12 84. Plaintiff engaged in multiple actions protected by FEHA and the Labor Code, as
13 described herein. These include, *but are not limited to*: (1) requesting additional leave to which she
14 was legally entitled; (2) seeking reasonable accommodations; (3) filing a claim for PFL with the EDD;
15 (4) seeking to use her accrued PTO and paid sick leave; and (5) asking Yorn Levine to comply with
16 its legal obligations under these laws.

17 85. Plaintiff’s protected activity, described herein, was a substantial motivating reason for
18 Yorn Levine’s adverse employment actions against Plaintiff, which included harassment, rejection of
19 the good-faith interaction accommodation process, and termination.

20 86. Ms. Jackson, and DOES 1-50, engaged in the unlawful conduct alleged herein while
21 serving as the Firm’s officers, directors, supervisors, and/or managing agents while acting – at all times
22 – within the scope and course of their employment. (Gov. Code § 12926.) The Firm also, at all times
23 relevant to this action, directed or ratified the conduct of its non-supervisory employees set forth
24 herein. The Firm is therefore strictly liable for the conduct of Ms. Jackson and DOES 1-50 under
25 FEHA, and separately for its non-supervisory employees under the doctrine of *respondeat superior*.

26 87. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
27 by and through its employees and agents, it has caused Plaintiff to suffer special damages including,
28

1 but not limited to, loss of past and future income, benefits, medical expenses, and other damages to be
2 proven at trial.

3 88. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
4 by and through its employees and agents, it has caused Plaintiff to suffer general damages including,
5 but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress,
6 stress, and other damages to be proven at the time of trial.

7 89. The Firm's conduct was malicious and oppressive because it terminated her while she
8 was on protected disability leave in order to prevent her from receiving the medical care that she
9 required in order to return to work. This resulted in Ms. Shipley losing much of her medical coverage
10 for her and her newborn child *and* putting her in fear of how she might provide for her family.
11 Defendants' conduct was willful and malicious because they knew what they were doing was wrong
12 due to their receipt of anti-discrimination, harassment, and retaliation training. Furthermore, the Firm
13 knew or should have known that their conduct would cause Plaintiff additional and actual injury, both
14 physical and emotional, but it took this action (or ratified it) anyway. Yorn Levine's conduct has, as
15 explained herein, actually caused Plaintiff these emotional injuries. Plaintiff is therefore entitled to
16 punitive damages against Yorn Levine for its malicious and oppressive conduct.

17 90. Plaintiff has incurred, and continues to incur, legal expenses and attorneys' fees related
18 to this cause of action in sums to be determined at trial.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of FEHA**

21 **(Gov. Code § 12940, *et seq.*)**

22 **(By Plaintiff Against Yorn Levine and DOES 1-50)**

23 91. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
24 herein by reference.

25 92. At all times relevant to this action, the Firm employed Plaintiff and the other employees
26 directly and indirectly described herein.

27 93. Government Code section 12940(k) makes it an unlawful employment practice for an
28 employer to "fail to take all reasonable steps necessary to prevent discrimination and harassment from

1 occurring.” (*Northrop Grumman Corp. v. Workers’ Comp. Appeals Bd.* (2002) 103 Cal.App.4th 1021,
2 1035 [“The employer’s duty to prevent harassment and discrimination is affirmative and mandatory”];
3 *Trujillo v. NorthCounty Transit Dist.* (1998) 63 Cal.App.4th 280, 286 [“This section creates a tort that
4 is made actionable by statute”]; *Taylor v. City of Los Angeles Dept. of Water & Power* (2006) 144
5 Cal.App.4th 1216, 1240 [“... we conclude that retaliation is a form of discrimination actionable under
6 [Gov. Code] section 12940, subdivision (k)”].)

7 94. Defendants, and each of them, violated this provision by, as set forth throughout this
8 Complaint: (1) ignoring Plaintiff’s discrimination, harassment, and retaliation on the basis of her sex
9 and/or disabilities; (2) retaliating against Plaintiff for reporting and for resisting the same and/or
10 attempting to exercise her rights; (3) failing to supervise and properly train Ms. Jackson and the other
11 employees engaging in the conduct herein, thereby allowing it to occur; (4) failing to enforce the
12 Firm’s anti-discrimination, anti-harassment, and anti-retaliation policies and procedures; and/or (5)
13 failing to appropriately investigate and/or take appropriate action to correct Defendants’ various acts
14 of discrimination, harassment, and retaliation.

15 95. Ms. Jackson, and DOES 1-50, engaged in the unlawful conduct alleged herein while
16 serving as the Firm’s officers, directors, supervisors, and/or managing agents while acting – at all times
17 – within the scope and course of their employment. (Gov. Code § 12926.) The Firm also, at all times
18 relevant to this action, directed or ratified the conduct of its non-supervisory employees set forth
19 herein. The Firm is therefore strictly liable for the conduct of Ms. Jackson and DOES 1-50 under
20 FEHA, and separately for its non-supervisory employees under the doctrine of *respondeat superior*.

21 96. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
22 by and through its employees and agents, it has caused Plaintiff to suffer special damages including,
23 but not limited to, loss of past and future income, benefits, medical expenses, and other damages to be
24 proven at trial.

25 97. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
26 by and through its employees and agents, it has caused Plaintiff to suffer general damages including,
27 but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress,
28 stress, and other damages to be proven at the time of trial.

98. The Firm's conduct was malicious and oppressive because it terminated her while she was on protected disability leave in order to prevent her from receiving the medical care that she required in order to return to work. This resulted in Ms. Shipley losing much of her medical coverage for her and her newborn child *and* putting her in fear of how she might provide for her family. Defendants' conduct was willful and malicious because they knew what they were doing was wrong due to their receipt of anti-discrimination, harassment, and retaliation training. Furthermore, the Firm knew or should have known that their conduct would cause Plaintiff additional and actual injury, both physical and emotional, but it took this action (or ratified it) anyway. Yorn Levine's conduct has, as explained herein, actually caused Plaintiff these emotional injuries. Plaintiff is therefore entitled to punitive damages against Yorn Levine for its malicious and oppressive conduct.

99. Plaintiff has incurred, and continues to incur, legal expenses and attorneys' fees related to this cause of action in sums to be determined at trial.

SIXTH CAUSE OF ACTION

Negligent Hiring, Supervision, and/or Retention

(Doe v. Capital Cities (1996) 50 Cal.App.4th 1038)

(By Plaintiff Against all Yorn Levine and DOES 1-50)

100. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

101. At all times relevant to this action, the Firm employed Plaintiff and the other employees directly and indirectly described herein.

102. Yorn Levine owed Plaintiff a duty of care in appointing, hiring, retaining, and supervising persons who would not engage in discriminatory, harassing, or retaliatory conduct, or other illegal activity. (*Doe v. Capital Cities* (1996) 50 Cal.App.4th 1038, 1053-1055.)

103. The Firm knew, or should have known, of their employees' propensity to engage in the misconduct described herein (*e.g.*, Ms. Jackson and DOES 1-50), but it hired them anyway. Yorn Levine also knew, or should have known of the same individuals' actual misconduct herein, but failed to prevent it. Furthermore, the Firm did not punish (*e.g.*, terminate) the same individuals once it learned of their misconduct.

1 104. Yorn Levine therefore breached their duty of care to Plaintiff with regard to hiring,
2 failing to properly supervise, and retaining Ms. Jackson and DOES 1-50, as set forth herein.

3 105. Ms. Jackson, and DOES 1-50, engaged in the unlawful conduct alleged herein while
4 serving as the Firm's officers, directors, supervisors, and/or managing agents while acting – at all times
5 – within the scope and course of their employment. (Gov. Code § 12926.) The Firm also, at all times
6 relevant to this action, directed or ratified the conduct of its non-supervisory employees set forth
7 herein. The Firm is therefore strictly liable for the conduct of Ms. Jackson and DOES 1-50 under
8 FEHA, and separately for its non-supervisory employees under the doctrine of *respondeat superior*.

9 106. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
10 by and through its employees and agents, it has caused Plaintiff to suffer special damages including,
11 but not limited to, loss of past and future income, benefits, medical expenses, and other damages to be
12 proven at trial.

13 107. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
14 by and through its employees and agents, it has caused Plaintiff to suffer general damages including,
15 but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress,
16 stress, and other damages to be proven at the time of trial.

17 108. The Firm's conduct was malicious and oppressive because it terminated her while she
18 was on protected disability leave in order to prevent her from receiving the medical care that she
19 required in order to return to work. This resulted in Ms. Shipley losing much of her medical coverage
20 for her and her newborn child *and* putting her in fear of how she might provide for her family.
21 Defendants' conduct was willful and malicious because they knew what they were doing was wrong
22 due to their receipt of anti-discrimination, harassment, and retaliation training. Furthermore, the Firm
23 knew or should have known that their conduct would cause Plaintiff additional and actual injury, both
24 physical and emotional, but it took this action (or ratified it) anyway. Yorn Levine's conduct has, as
25 explained herein, actually caused Plaintiff these emotional injuries. Plaintiff is therefore entitled to
26 punitive damages against Yorn Levine for its malicious and oppressive conduct.

27 109. Plaintiff has incurred, and continues to incur, legal expenses and attorneys' fees related
28 to this cause of action in sums to be determined at trial.

1 **SEVENTH CAUSE OF ACTION**

2 **Wrongful Termination**

3 **(Gov. Code §§ 12940, *et seq.*, and Public Policy)**

4 **(By Plaintiff Against Yorn Levine and DOES 1-50)**

5 110. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
6 herein by reference.

7 111. At all times relevant to this action, the Firm employed Plaintiff and the other employees
8 directly and indirectly described herein.

9 112. “[W]hen an employer’s discharge of an employee violates fundamental principles of
10 public policy, the discharged employee may maintain a tort action [of wrongful or constructive
11 discharge] and recover damages traditionally available in such actions.” (*Tameny v. Atlantic Richfield*
12 *Co.* (1980) 27 Cal.3d 167, 170.) “[T]he cases in which violations of public policy are found generally
13 fall into four categories: (1) refusing to violate a statute; (2) performing a statutory obligation (3)
14 exercising a statutory right or privilege; and (4) reporting an alleged violation of a statute of public
15 importance.” (*Gantt v. Sentry Insurance* (1992) 1 Cal.4th 1083, 1090-1091.)

16 113. As described herein, the Firm, by itself and by and through DOES 1-50 and its
17 employees and agents working in the scope of their duties (*e.g.*, Ms. Jackson and DOES 1-50)
18 wrongfully terminated Ms. Shipley’s employment. Defendants took this action to in response to Ms.
19 Shipley requesting accommodations for her disabilities and otherwise trying to assert her legal rights
20 to protected disability leave.

21 114. As a direct and proximate result of the actions taken by Corporate Defendants, by and
22 through their employees and agents (*e.g.*, the Individual Defendants) have caused Plaintiff to suffer
23 special damages including, but not limited to, loss of past and future income, benefits, medical
24 expenses, and other damages to be proven at trial.

25 115. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50,
26 by and through its employees and agents, it has caused Plaintiff to suffer special damages including,
27 but not limited to, loss of past and future income, benefits, medical expenses, and other damages to be
28 proven at trial.

116. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50, by and through its employees and agents, it has caused Plaintiff to suffer general damages including, but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress, stress, and other damages to be proven at the time of trial.

117. The Firm's conduct was malicious and oppressive because it terminated her while she was on protected disability leave in order to prevent her from receiving the medical care that she required in order to return to work. This resulted in Ms. Shipley losing much of her medical coverage for her and her newborn child *and* putting her in fear of how she might provide for her family. Defendants' conduct was willful and malicious because they knew what they were doing was wrong due to their receipt of anti-discrimination, harassment, and retaliation training. Furthermore, the Firm knew or should have known that their conduct would cause Plaintiff additional and actual injury, both physical and emotional, but it took this action (or ratified it) anyway. Yorn Levine's conduct has, as explained herein, actually caused Plaintiff these emotional injuries. Plaintiff is therefore entitled to punitive damages against Yorn Levine for its malicious and oppressive conduct.

118. Plaintiff has incurred, and continues to incur, legal expenses and attorneys' fees related to this cause of action in sums to be determined at trial.

EIGHTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Hughes v. Pair (2009) 46 Cal.4th 1035, 1050-1051)

(By Plaintiff Against all Defendants)

119. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

120. A defendant becomes liable for tortious Intentional Infliction of Emotional Distress ("IIED") where they, or their agents, have engaged in "(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct. A defendant's conduct is 'outrageous' when it is so extreme as to exceed all bounds of that usually tolerated in a civilized

community.” (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050-1051.) Plaintiffs may also “pursue a claim for intentional infliction of emotional distress in the employment context where the conduct at issue violates [the] FEHA and also satisfies the elements of the claim” (*Light v. Department of Parks & Recreation* (2017) 14 Cal.App.5th 75, 101; *Lin v. Kaiser Foundation Hospitals* (2023) 88 Cal.App.5th 712, 727-728 [IIED claims may be derivative of FEHA causes of action, and thus establishing a FEHA claim may be sufficient to establish an IIED claim].)

121. Defendants’ individual and collective conduct, described in this pleading, was extreme and outrageous while clearly designed to cause Plaintiff emotional distress and other injuries. Alternatively, Defendants – both individually and jointly – acted with reckless disregard of the probability that Plaintiff would suffer emotional distress from their actions. Defendants’ conduct includes, but is not limited to: (1) violating clear statute and public policy by denying Plaintiff reasonable accommodations for her pregnancy-related disabilities; (2) harassing Plaintiff throughout her protected disability/pregnancy leave; (3) terminating Ms. Shipley under false pretenses while she as on protected leave; and (4) intentionally denying Ms. Shipley and her newborn child necessary income and medical coverage while Ms. Shipley was disabled, all because the Firm was angry that she was injured and required a short amount of time to recover.

122. As a direct and proximate result of the actions taken by Corporate Defendants, by and through their employees and agents (*e.g.*, the Individual Defendants) have caused Plaintiff to suffer special damages including, but not limited to, loss of past and future income, benefits, medical expenses, and other damages to be proven at trial.

123. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50, by and through its employees and agents, it has caused Plaintiff to suffer special damages including, but not limited to, loss of past and future income, benefits, medical expenses, and other damages to be proven at trial.

124. As a direct and proximate result of the actions taken by Yorn Levine and DOES 1-50, by and through its employees and agents, it has caused Plaintiff to suffer general damages including, but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress, stress, and other damages to be proven at the time of trial.

125. The Firm's conduct was malicious and oppressive because it terminated her while she was on protected disability leave in order to prevent her from receiving the medical care that she required in order to return to work. This resulted in Ms. Shipley losing much of her medical coverage for her and her newborn child *and* putting her in fear of how she might provide for her family. Defendants' conduct was willful and malicious because they knew what they were doing was wrong due to their receipt of anti-discrimination, harassment, and retaliation training. Furthermore, the Firm knew or should have known that their conduct would cause Plaintiff additional and actual injury, both physical and emotional, but it took this action (or ratified it) anyway. Yorn Levine's conduct has, as explained herein, actually caused Plaintiff these emotional injuries. Plaintiff is therefore entitled to punitive damages against Yorn Levine for its malicious and oppressive conduct.

126. Plaintiff has incurred, and continues to incur, legal expenses and attorneys' fees related to this cause of action in sums to be determined at trial.

NINTH CAUSE OF ACTION

Failure to Produce Employment Records

(Lab. Code §§ 226, 247.5, 432, and 1198.5)

(By Plaintiff Against Yorn Levine and DOES 1-50)

127. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

128. Upon request of any current or former employee, California employers must provide them with:

A. All copies of the employee's wage statements (*i.e.*, paystubs) within 21 days (Lab. Code § 226(b));

B. All records of hours worked and paid sick days accrued by the employee within the same time period set forth above (Lab Code § 247.5);

C. Copies of all documents the employee signed relating to their obtaining and retaining employment with the employer (Lab. Code § 432);

D. The employees complete personnel file (*i.e.*, all records that should have been included therein) within 30 days of receiving the employee's request. (Lab. Code § 1198.5(b)(1).)

1 The California Department of Industrial Relations (the Labor Commissioner's parent agency) has
2 concluded that personnel files must include, but are not limited to, the following documents: (1)
3 application for employment; (2) payroll authorization form; (3) notices of commendation, warning,
4 discipline, and/or termination; (4) notices of layoff, leave of absence, and vacation; (5) notices of wage
5 attachment or garnishment; (6) education and training notices and records; (7) performance
6 appraisals/reviews; and (8) attendance records.³ The statute itself only excludes from personnel files:
7 (a) records relating to the investigation of a possible criminal offense; (b) letters of reference; and (c)
8 ratings, reports, or records obtained prior to the employee's employment, prepared by identifiable
9 examination committee members, or obtained in connection with a promotional exam. (Lab. Code §
10 1198.5(h).)

11 129. Labor Code sections 226(f) and (h) and 1198.5(k)-(l) each authorize an employee to
12 recover \$750 in civil penalties (totaling \$1,500) if their employer fails to timely and fully comply with
13 the obligations above. These statutes also grant employees injunctive relief to seek these files in court,
14 and it authorizes them to recover their reasonable attorneys' fees and costs in doing the same.

15 130. On January 24, 2024, Plaintiff sent her written inspection request pursuant to the
16 statutes immediately above to Yorn Levine's main office address. The Firm responded 21 days later
17 on February 14, 2024 with what it purported to be Ms. Shipley's personnel file and pay stubs, and a
18 copy of its Employee Handbook. However, this production was incomplete for the following reasons:
19 (1) it did not include Ms. Shipley's paystubs for December 15, 2021, August 15, 2022, July 30, 2023,
20 or August 14-15, 2023 in violation of Labor Code section 226(b); (2) it did not contain records of Ms.
21 Shipley's hours worked in violation of Labor Code section 247.5; (3) on information and belief, it did
22 not contain all records Ms. Shipley signed in obtaining and retaining employment with the Firm in
23 violation of Labor Code section 432; and (4) her personnel file did not contain her payroll authorization
24 forms, education and training documents, her attendance records, or a complete set of communications
25 surrounding her termination in violation of Labor Code section 1198.5. As of the filing of Ms.
26 Shipley's Complaint, it has been well over 30 days since Yorn Levine's full and complete disclosure
27

28 ³ https://www.dir.ca.gov/dlse/faq_righttoinspectpersonelfiles.htm

1 was due, and yet it has not supplemented its production to include the missing files above.

2 131. Plaintiff asserts, therefore, that Yorn Levine has violated Labor Code sections 226,
3 247.5, 432, and 1198.5.

4 132. On these grounds, Plaintiff petitions this Court to order the Firm to pay Ms. Shipley
5 \$1,500 in civil penalties, to turn over the files that she requested pursuant to the aforementioned
6 statutes, and to award her reasonable attorneys' fees and costs that she incurred in enforcing the Firm's
7 compliance with these laws.

8 **TENTH CAUSE OF ACTION**

9 **Unpaid Wages and Related Penalties**

10 **(Lab. Code §§ 201-204, 210, 218.5-218.6, 226, 247.5, 432.5-432.6, 510, 1174(d), 1182.12, 1194,**
11 **1194.2, 1197, 1197.1, 1198, 2802; Bus. & Prof. Code §§ 16600.5 and 16601-16602)**

12 **(By Plaintiff Against Yorn Levine and DOES 1-50)**

13 133. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
14 herein by reference.

15 134. Set forth herein are the various statutes and applicable rules that Yorn Levine violated
16 with regard to Plaintiff.

17 **135. Recordkeeping.**

18 A. *Time Records.* Industrial Welfare Commission Wage Order section 4-2001 (the
19 "**Wage Order**"), section 7, and Labor Code sections 247.5 and 1174(d) require employers to keep
20 accurate records of their employees' hours worked, or fraction thereof and to make them available to
21 their employees upon request. Furthermore, any violation of the Wage Order may result – in addition
22 to any other civil penalty – a violation of \$50.00 per underpaid employee for each pay period on top
23 of an amount sufficient to recover all unpaid wages. (Wage Order § 7, citing Lab. Code § 1199.) Each
24 subsequent violation shall be \$100.00 per underpaid employee, per pay period. (*Furry v. East Bay*
25 *Publishing, LLC* (2018) 30 Cal.App.5th 1072, 1080-1081 [missing or incomplete time records creates
26 a presumption of liability sufficient for employees to prevail on their wage and hour claims in summary
27 judgment because the employer requires these records to mount a defense to the employee's unpaid
28 wage claims].)

1 B. *Accurate, Itemized Pay Stubs.* Labor Code section 226(a) requires employers
2 to provide their employees with accurate, itemized wage statements reflecting – among other things –
3 their hours worked and wages owed thereon. Failure to do so results in a civil penalty equal to \$50
4 per employee for the initial pay period and \$100 per employee for each subsequent pay period. (*Id.*,
5 at subd. (e)(1).) This penalty is capped at \$4,000 per employee.

6 C. *Yorn Levine Violated These Requirements.* The Firm never tracked Ms.
7 Shipley's hours worked for the first six months or so that she worked there, and thereafter, it
8 encouraged and knowingly allowed her to submit inaccurate time records. This was meant to pay Ms.
9 Shipley less than she had earned, all to the Firms' benefit. This also means that it failed to pay Ms.
10 Shipley for each hour she worked, or fraction thereof, resulting in all of her pay stubs being inaccurate.
11 Because Plaintiff was paid twice per month (*i.e.*, on the 15th and the last day of each month), she
12 worked during **34 pay periods** before she went out on pregnancy leave. This means she suffered 34
13 recordkeeping violations under each statute above. The Firm thus owes her \$6,700; \$3,350 failing to
14 keep accurate time records, and \$3,350 for inaccurate, itemized wage statements.

15 136. **Payment Of All Wages Owed.**

16 A. *Minimum Wage.* Labor Code section 1182.12 sets forth California's applicable
17 minimum wage rates for non-exempt employees. (Lab. Code § 1197 [local law may increase minimum
18 wage requirements beyond those set by the State]; *see also*, Los Angeles County Code, Ch. 8.100, *et*
19 *seq.* [local min. wage ordinance].) Labor Code sections 1194 and 1194.2 allow employees to recover
20 all of their unpaid minimum wages from their employer, plus liquidated damages in the same amount,
21 interest, and their attorneys' fees and costs. Labor Code section 1197.1 imposes additional penalties
22 to those underpaying their employees, which are equal to \$100 per employee in the first pay period in
23 which the employee was intentionally underpaid, and \$250 per employee for each subsequent pay
24 period.

25 B. *Regular, Overtime, and DoubleTime Wages.* Labor Code section 510 and Wage
26 Order § 3(A) require employers to pay overtime to non-exempt employees for all of their work
27 exceeding eight hours in a day, 40 hours in a week, and for the first eight hours of the employee's
28 seventh consecutive day of work. (*See also* Lab. Code § 1198 [setting the maximum hours of work

1 and standard conditions for employees].) Overtime is calculated at 1.5 times the employee's regular
2 rate of pay, described above. Furthermore, this statute requires employers to pay the same employees
3 doubletime pay (2x their regular rates of pay) whenever they work more than 12 hours in a day and
4 for their time exceeding eight hours on their seventh consecutive day of work. Labor Code section
5 1194 authorizes underpaid employees to recover their unpaid overtime and doubletime wages, with
6 interest, along with their attorneys' fees and costs of suit. This is in addition to all other penalties,
7 above, that may be applicable.

8 C. *Payment Of Wages In Period They Were Earned.* Labor Code section 204
9 requires employers to pay their employees all wages earned during a normal work period no later than
10 the following, pre-set pay day. For example, "Labor performed between the 1st and 15th days,
11 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
12 during which the labor was performed, and labor performed between the 16th and the last day,
13 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
14 month." (Lab. Code § 204(a).) Labor Code section 210 states that, "In addition to, and entirely
15 independent and apart from, any other penalty provided in this article, every person who fails to pay
16 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
17 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred
18 dollars (\$100) for each failure to pay each employee[; and] (2) For each subsequent violation, or any
19 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus
20 25 percent of the amount unlawfully withheld."

21 D. *Failure To Pay All Wages Owed At Separation.* Labor Code sections 201 and
22 203 require employers to pay "an employee who is discharged or who quits" all wages owed to them
23 at separation. Not doing so results in a penalty to the employer equal to one day's wages for every
24 calendar day the employer fails to pay the employee all of their wages owed, which caps at 30 days.

25 E. *Interest.* Labor Code section 218.6 (citing Civ. Code § 3289) requires employers
26 to pay 10% interest on all wages owed, and unpaid, to their employees beginning from the date those wages
27 were owed. In simple math, this is \$10 in interest owed, per year, for every \$100 in unpaid wages.
28

1 F. *Yorn Levine Violated These Requirements.* As set forth herein, the Firm failed
2 to pay Ms. Shipley at least a minimum wage for each hour she worked or fraction thereof. It also
3 failed to pay her all overtime and doubletime wages that she earned while employed there. Moreover,
4 this issue occurred each pay period that Ms. Shipley worked for the Firm, and so Yorn Levine
5 consistently failed to pay her all wages that she earned within the pay period in which she earned them.
6 Because Yorn Levine did not pay these wages to Ms. Shipley while she was employed, and they failed
7 to pay her these wages at the time of her separation, the Firm is liable for 30 days' of waiting time
8 penalties. Plaintiff therefore claims all of her unpaid wages and related penalties.

9 137. **Unreimbursed Business Expenses.** Labor Code section 2802 requires employers to
10 reimburse their employees for all reasonable business expenses they incurred for the Defendant's
11 benefit and in the discharge of their duties. Reasonable business expenses are any costs incurred or
12 purchases made for the benefit of the employer. These expenses commonly include cell phones, home
13 internet, and electricity bills incurred in the normal execution of an employee's duties. Ms. Shipley
14 incurred these expenses throughout her employment with Yorn Levine up until her leave. The Firm
15 never reimbursed her for these expenses. Plaintiff therefore seeks reimbursement from Yorn Levine
16 for her reasonable business expenses incurred.

17 138. **Attorneys' Fees & Costs.** Labor Code sections 218.5, and separately 1194, require
18 employers who fail to pay all of their employees' wages or benefits are liable for the employees'
19 reasonable attorneys' fees and costs. Plaintiff hereby claims all of her reasonable attorneys' fees and
20 costs in this action for each of her unpaid wage claims

21 **ELEVENTH CAUSE OF ACTION**

22 **Private Attorneys General Act ("PAGA")**

23 **(Lab. Code §§ 2698, *et seq.*)**

24 **(By Plaintiff Against Yorn Levine and DOES 1-50)**

25 139. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
26 herein by reference.

27 140. Plaintiff, as an aggrieved employee, asserts this Private Attorneys' General Act
28 ("PAGA") claim on behalf of the State of California, herself, and the other aggrieved employees, as

1 defined above. However, Plaintiff does not assert an individual claim under PAGA, nor is she required
2 to. (*Huff v. Securitas Security Services* (2018) 23 Cal.App.5th 745, 751 [an employee suffering even
3 one violation of the Labor Code has standing to represent all others under PAGA]; *Balderas v. Fresh*
4 *Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533, 329-330.)

5 141. The statute of limitations period for this claim is from April 23, 2023 to the date this
6 claim is adjudicated.⁴ Defendants failed to cure the defects set forth herein within the 33-day notice
7 period. (Lab. Code § 2699.3.) Thus, all Labor Code violations set forth herein have become
8 “permanent” and all applicable PAGA penalties apply.

9 142. Labor Code section 2699, subdivisions (a) and (g) authorize aggrieved employees, on
10 behalf of themselves and other current and former aggrieved employees, to bring a civil action to
11 recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

12 143. Labor Code section 2699(f) states, in relevant part, that where a Labor Code section
13 provides a set civil penalty, then Plaintiff may seek recovery of that civil penalty via PAGA for each
14 violation she and the aggrieved employees suffered per pay period. Where violated Labor Code
15 sections do not state a penalty, PAGA generally provides those civil penalties at “one hundred dollars
16 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
17 (\$200) for each aggrieved employee per pay period for each subsequent violation.” (Lab. Code §
18 2699(f)(2).) Seventy-five percent (75%) of these penalties shall be distributed to the LWDA and the
19 remaining 25% shall be payable to Plaintiff and the aggrieved employees. (*Id.*, at subd. (i).)

20 144. During the applicable time period, Plaintiff alleges, on behalf of herself and the other
21 aggrieved employees, that Defendants violated, or owes penalties, fees, and/or costs under: Labor
22 Code sections 201, 202-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 233, 226.8, 233-234, 238.5,
23 245, 246, 246.5, 247, 247.5, 248.1, 248.2 or 248.3, 432, 432.5-432.6, 510, 512, 551-552, 1174(d),
24 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802. These violations are described below:

25
26
27
28

⁴ This is because, as above, Plaintiff exhausted her administrative remedies concerning this claim on March 5, 2024 by
waiting 65 days (*i.e.*, until May 10, 2024) without notice from the LWDA that it intends to pursue this claim. These 65
days were tolled while Plaintiff awaited notice from the LWDA. However, it has been 24 days since this period tolled, in
part due to pre-dispute discussions between the Parties. Subtracting these 24 days from the 65 days that were tolled results
in April 23, 2024. PAGA has a one-year statute of limitations, hence the look-back to April 23, 2023.

1 A. Labor Code sections 201 and 202 require employers to promptly pay their
2 separating employees all wages owed to them. Labor Code section 203 provides that employers failing
3 to do so are subject to a waiting time penalty equal to one day (*i.e.*, 8 hours) of pay for each day those
4 wages go unpaid, for up to 30 days. Plaintiff alleges that Yorn Levine failed to timely pay all wages
5 owed to the aggrieved employees at the time of their separation in violation of Labor Code sections
6 201 through 203.

7 B. Labor Code section 204 requires employers to pay their employees all wages
8 earned each pay period within that same timeframe.

9 C. As above, Labor Code section 226 required Yorn Levine to provide the
10 aggrieved employees with accurate, itemized wage statements each pay period. Failure to do so results
11 in civil penalties equal to “the greater of all actual damages or fifty dollars (\$50) for the initial pay
12 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in
13 a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
14 entitled to an award of costs and reasonable attorney’s fees.” Yorn Levine consistently failed to
15 provide the aggrieved employees with accurate, itemized wage statements in violation of Labor Code
16 section 226.

17 D. Yorn Levine failed to compensate the aggrieved employees with minimum
18 wages for all hours worked, including pay for nonproductive time in violation of Labor Code sections
19 204, 226.2, 1194, 1197, 1198, and any local minimum wage ordinance(s), thus incurring additional
20 penalties and liability under Labor Code sections 210, 218.5, 218.6, 1194.2, 1197.1, and 1199.

21 E. Yorn Levine failed to compensate the aggrieved employees with all wages
22 earned above minimum wage, including pay for nonproductive time, in violation of Labor Code Labor
23 Code section 204, thus incurring additional penalties and liability under Labor Code sections 210,
24 218.5, and 218.6.

25 F. Yorn Levine failed to compensate the aggrieved employees with overtime
26 wages for all time worked in excess of eight hours in a day and 40 hours in a week, and doubletime
27 wages for all time worked in excess of twelve (12) hours in a day and all hours worked in excess of
28 eight on the seventh consecutive day of work. This conduct violates Labor Code sections 204, 510,

1 1194, and 1198, thus incurring additional penalties and liability under Labor Code sections 210, 218.5,
2 and 218.6.

3 G. Yorn Levine failed to compensate the aggrieved employees with one hour's pay
4 for each late, interrupted, and/or unprovided meal period in violation of Labor Code sections 204,
5 226.7, 512, and 1198.

6 H. Yorn Levine failed to compensate the aggrieved employees with one hour's pay
7 for each late, interrupted, and/or unprovided rest break in violation of Labor Code sections 204, 226.7,
8 1198.

9 I. Yorn Levine failed to compensate the aggrieved employees with all paid sick
10 leave earned during their employment in violation of Labor Code sections 204, 233, and 245-249 (the
11 Healthy Workplaces, Healthy Families Act of 2014).

12 J. Yorn Levine failed to reimburse the aggrieved employees for their reasonable
13 business expenses in violation of Labor Code sections 2800 and 2802, including (but not limited to),
14 their personal cell phone, home internet, and home electricity usage all for the benefit of the Firm.

15 K. Yorn Levine failed to maintain accurate employee records of Ms. Shipley and
16 the aggrieved employees in violation of the Wage Order section 7, and Labor Code sections 247.5 and
17 1174(d), including (but not limited to) accurate records of all hours worked, and sick leave used and
18 accrued.

19 L. Yorn Levine required Ms. Shipley and the aggrieved employees to consent to
20 non-compete and non-disclosure agreements in violation of Labor Code sections 432.5 through 432.6
21 and Business and Professions Code sections 16600.5 and 16601 through 16602.

22 M. Yorn Levine failed to fully and/or timely produce to the aggrieved employees
23 all of their paystubs, records of hours worked (e.g., their work schedules and punch in/out times),
24 documents they signed in the course of securing and maintaining employment with Yorn Levine, and
25 their personnel files. As a result, Yorn Levine has violated Labor Code sections 226, 247.5, 432, and
26 1198.5.

27 145. Plaintiff seeks, on behalf the other aggrieved employees and the State of California, all
28 applicable penalties for Yorn Levine's violations above, plus all applicable interest, subject to proof at

1 trial.

2 146. Plaintiff also seeks reimbursement of her fees and costs pursuant to Labor Code section
3 2699(g)(1).

4 **TWELFTH CAUSE OF ACTION**

5 **Unfair Competition Law**

6 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

7 **(By Plaintiff Against Yorn Levine and DOES 1-50)**

8 147. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
9 herein by reference.

10 148. The unlawful conduct of Yorn Levine alleged herein amounts to and constitutes unfair
11 competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* (the
12 “**Unfair Competition Law**” or “**UCL**”). Due to the Firm’s unfair and unlawful business practices
13 alleged herein, it has unfairly gained a competitive advantage over other comparable companies doing
14 business in California that comply with their legal obligations to compensate employees for all earned
15 wages and reimburse them for all expenses.

16 149. As a result of Yorn Levine’s unfair competition as alleged herein, Plaintiff and the other
17 aggrieved employees have suffered injuries in fact and lost money or property. For example, Plaintiff
18 and the aggrieved employees were deprived of appropriate wages for all hours worked, or fraction
19 thereof, and premium wages for all rest and meal periods not provided to them.

20 150. Pursuant to Business & Professions Code section 17203, Plaintiff and the aggrieved
21 employees are entitled to restitution of all monies rightfully belonging to them that the Firm did not
22 pay them or otherwise retained by means of their unlawful and unfair business practices.

23 151. Plaintiff and the aggrieved employees are entitled to reasonable attorneys’ fees in
24 connection with their unfair competition claims pursuant to Code of Civil Procedure section 1021.5,
25 the substantial benefit doctrine and/or the common fund doctrine.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment against Yorn Levine as follows:

28 **FIRST – EIGHTH CAUSES OF ACTION**

1. General and special damages according to proof;
2. Exemplary/punitive damages according to proof;
3. Civil penalties;
4. Equitable relief;
5. Pre-judgment and post-judgment interest on all damages awarded;
6. Attorneys' fees incurred;
7. Costs of suit incurred;
8. Declaratory relief; and,
9. Such other relief as this Court may deem just and proper.

NINTH CAUSE OF ACTION

1. Civil penalties;
2. Equitable relief;
3. Pre-judgment and post-judgment interest on all damages awarded;
4. Attorneys' fees incurred;
5. Costs of suit incurred;
6. Declaratory relief; and,
7. Such other relief as this Court may deem just and proper.

TENTH CAUSE OF ACTION

1. General and special damages according to proof;
2. Civil penalties;
3. Equitable relief;
4. Pre-judgment and post-judgment interest on all damages awarded;
5. Attorneys' fees incurred;
6. Costs of suit incurred;
7. Declaratory relief; and,
8. Such other relief as this Court may deem just and proper.

ELEVENTH CAUSE OF ACTION

1. Civil penalties;

2. Equitable relief;
3. Pre-judgment and post-judgment interest on all damages awarded;
4. Attorneys' fees incurred;
5. Costs of suit incurred;
6. Declaratory relief; and,
7. Such other relief as this Court may deem just and proper.

TWELFTH CAUSE OF ACTION

1. General and special damages according to proof;
2. Equitable relief;
3. Pre-judgment and post-judgment interest on all damages awarded;
4. Attorneys' fees incurred;
5. Costs of suit incurred;
6. Declaratory relief; and,
7. Such other relief as this Court may deem just and proper

Plaintiff prays for judgment against *Ms. Jackson* as follows:

EIGHTH CAUSE OF ACTION

1. General and special damages according to proof;
2. Exemplary/punitive damages according to proof;
3. Pre-judgment and post-judgment interest on all damages awarded;
4. Attorneys' fees incurred;
5. Costs of suit incurred;
6. Declaratory relief; and,
7. Such other relief as this Court may deem just and proper.

///

///

1 Dated: June 3, 2024



ERIK J. CHRISTENSEN
GOLD SUMMIT LEGAL, INC.
Attorneys for Plaintiff
CORTNI SHIPLEY

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands trial by jury.

10 Dated: June 3, 2024



ERIK J. CHRISTENSEN
GOLD SUMMIT LEGAL, INC.
Attorneys for Plaintiff
CORTNI SHIPLEY

EXHIBIT A



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

April 29, 2024

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202404-24525129

Right to Sue: Shipley / Yorn Levine Barnes Krintzman Rubenstein Kohner
Endlich & Gellman et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

April 29, 2024

Cortni Shipley

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202404-24525129

Right to Sue: Shipley / Yorn Levine Barnes Krintzman Rubenstein Kohner
Endlich & Gellman et al.

Dear Cortni Shipley:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective April 29, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Cortni Shipley

CRD No. 202404-24525129

Complainant,

vs.

Yorn Levine Barnes Krintzman Rubenstein Kohner
Endlich & Gellman
1999 Ave. of the Stars, 4th Flr.
Los Angeles, CA 90067

Esche Jackson

,

Respondents

1. Respondent Yorn Levine Barnes Krintzman Rubenstein Kohner Endlich & Gellman is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming Esche Jackson individual as Co-Respondent(s).

3. Complainant Cortni Shipley, resides in the City of , State of .

4. Complainant alleges that on or about August 14, 2023, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's sex/gender, pregnancy, childbirth, breast feeding, and/or related medical conditions, disability (physical, intellectual/developmental, mental health/psychiatric), pregnancy disability leave (pdl), reproductive health decisionmaking and as a result of the discrimination was terminated, reprimanded, denied equal pay, denied any employment benefit or privilege, denied accommodation for pregnancy, denied accommodation for a disability, denied employer paid health care while on pregnancy disability leave (pdl), denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, denied pregnancy disability leave (pdl).

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a pregnancy-disability-related accommodation, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, requested or used pregnancy disability leave (pdl) and as a result was terminated, denied equal pay, denied any employment benefit or privilege, denied accommodation for pregnancy, denied accommodation for a disability, denied employer paid health care while on family care and medical leave (cfra), denied employer paid health care while on pregnancy disability leave (pdl), denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, denied pregnancy disability leave (pdl).

Additional Complaint Details: Ms. Shipley is an African American female holding a B.A. in Philosophy, with a minor in humanities, from Cal. State Dominguez Hills, and a J.D. From Florida A&M University. Following law school, Ms. Shipley gained experience in the legal industry working as a legal assistant at a law firm and then as a contract administrator.

Yorn Levine Barnes Krintzman Rubenstein Kohner Endlich & Gellman (hereafter, "Yorn Levine" or the "Firm"), offered Ms. Shipley employment as a "Legal Administrator" (i.e., legal assistant) on September 28, 2021. Hiring Ms. Shipley was a tremendous boon for Yorn Levine not only because she was highly (in fact overly) educated and experienced for this role, but because they would only be paying her \$80,000 per year. Yorn Levine appears to have recognized this fact because, without waiting for Ms. Shipley's signed authorization, it initiated a background check on her on September 29, 2021 (i.e., the next day), and requested copies of her degrees from her prior universities on October 12, 2021. On October 15, 2021, Ms. Shipley signed and returned to Yorn Levine her authorization for the Firm to conduct a background search on her and to request copies of her education records.

Ms. Shipley's first day of work at Yorn Levine was October 18, 2021. She received her first paycheck on or about October 29, 2021, which did not list her hours worked, showing only that she was being paid \$3,333.33 for that pay period (i.e., a salary of approximately \$80,000 per year). Her subsequent paychecks were similar throughout 2021, although each of these remaining paystubs showed that Ms. Shipley worked 86.67 hours at \$38.46 per hour. Combined, Ms. Shipley's wage statements reveal that Yorn Levine was paying her as an exempt (i.e., salaried) employee throughout 2021. This practice continued until on or about March 31, 2022. This is around the time the Firm made Ms. Shipley its Contract Administrator at the same rate of pay.

Sometime in April 2022, Yorn Levine began treating Ms. Shipley as a non-exempt employee and started tracking her actual hours worked. Her reported hours thereafter were consistently between 80 and 96 hours per pay period. However, because Yorn Levine strongly discouraged employees from entering overtime hours, Ms. Shipley frequently had to work off-the-clock to finish her assignments. In other words, Ms. Shipley often worked at least 8-15 additional hours, off-the-clock, each pay period.

1 Furthermore, emails produced by Yorn Levine show that it frequently refused to pay
2 overtime wages to Ms. Shipley unless they were approved in advance by the project-
3 managing attorneys. (See, e.g., CS TAA Email[37].pdf and 2022 Paystub-Shipley[51].pdf
4 [documents produced to Ms. Shipley by Yorn Levine, pre-dispute, for the date of September
5 23, 2022].) This practice only served to reinforce Yorn Levine's discouragement of
6 employees, like Ms. Shipley, reporting their overtime hours, while holding them responsible
7 if they did not complete their assigned tasks "on-time" and within budget. In other words,
8 Yorn Levine's conduct resulted in Ms. Shipley, and its other non-exempt employees,
9 working significant amounts of time off-the-clock and for the Firm's benefit.

7 While the Firm never gave Ms. Shipley any manner of performance evaluation, it was clearly
8 happy with her work performance throughout 2021 and 2022. This is evidenced by the Firm
9 paying her various discretionary bonuses over these two years as follow:

- 9 • December 17, 2021 - \$1,000;
- 10 • December 31, 2021 - \$2,000; and
- 11 • December 16, 2022 - \$2,000.

11 Notably, Ms. Shipley likely did not receive a second bonus in 2022 because she had notified
12 Yorn Levine that she was pregnant, and therefore she would need to take pregnancy leave
13 in early 2023.

13 On February 27, 2023, Ms. Shipley emailed Esche Jackson in Yorn Levine's Human
14 Resources Department ("HR") explaining that she was going into labor early. Ms. Jackson
15 replied the same day with a "Change in Relationship" form that she wanted Ms. Shipley to
16 sign, acknowledging her entitlement to 12 weeks of pregnancy leave. Ms. Jackson also
17 expressed that "We can continue this discussion as planned if you believe more time is
18 needed." (Shipley Leave Email[48].pdf.)

17 This 12-week period was apparently Ms. Shipley's leave as required by the Family Medical
18 Leave Act ("FMLA") because California's Pregnancy Disability Leave Act ("PDLA") requires
19 employers to give their employees up to four months (17 1/3 weeks) of leave. (29 U.S.C.
20 2601, et seq. [FMLA]; Cal. Gov. Code § 12945 and Cal. Code Regs., Tit. 2 §§ 11035, et
21 seq. [PDLA. PDLA and FMLA run concurrently. PDLA does not need to be taken in one,
22 consecutive period].) This 12-week FMLA period ran until May 23, 2023, however, she
23 would have 5 1/3 weeks of PDLA remaining thereafter.

21 On May 22, 2023, Ms. Jackson called Ms. Shipley to discuss her leave status. There, Ms.
22 Shipley told Ms. Jackson that she would be taking additional leave under California's Paid
23 Family Leave ("PFL") (AKA "Family Temporary Disability Insurance"), which allowed her
24 additional eight weeks of leave to bond with her baby. (Cal. Unemployment Insurance Code
25 §§ 2626(b)(1) and 3301, et seq.) Ms. Shipley also told Ms. Jackson that she had already
26 submitted her request for PFL to California's Employment Development Department
27 ("EDD"), which it had been approved. PFL runs in addition to FMLA and the PDLA (i.e.,
28 20-25 1/3 weeks total). Therefore, Ms. Shipley's leave under these laws were set to expire

on or about July 18, 2023 or August 24-25, 2023, depending on whether the FMLA or the PDLA were applied.

On July 19, 2023, Ms. Jackson emailed Ms. Shipley asking for an update to her leave. Ms. Shipley notified Ms. Jackson that her PFL ended on July 18, 2023. This meant that her PDLA leave resumed on July 19, 2023 and would continue until on or about August 23-25, 2023. Unsure of what to make of Yorn Levine's claims that it had not received documentation for her leave, which she thought had been provided to the Firm by the EDD, Ms. Shipley immediately submitted a Paid Time Off ("PTO") request while she secured her doctor's notes for Yorn Levine.

Importantly, Ms. Shipley suffered substantial trauma from giving birth, including tearing of her flesh. She also began to suffer from tendonitis in both of her wrists, post-partum depression, and from premenstrual dysphoric disorder. Ms. Shipley's doctors therefore ordered her to, beginning in July 2023, attend physical therapy every week and take prescribed antidepressants (Lexipro). These conditions qualified Ms. Shipley for an additional four weeks of leave under the CFRA (i.e., the difference between the PFL and CFRA, which run concurrently). This would extend Ms. Shipley's leave work until on or about September 22-23, 2023.

On July 20, 2023, Ms. Jackson emailed Ms. Shipley stating that her PTO request had been denied. Ms. Shipley replied the same day explaining that she was diligently working to get Yorn Levine the documents they claimed to have lacked, and she attached copies of her EDD records concerning her PFL leave.

On July 21, 2023, Ms. Shipley emailed Ms. Jackson a copy of her doctor's note concerning her disabilities, above, and telling her that "You can reference the provider's portion of the EDD paperwork that was completed with the follow[ing] receipt number: R100000157201746."

On August 14, 2023, Ms. Jackson emailed Ms. Shipley on behalf of Yorn Levine telling her that she was being terminated. The Firm claimed this was due to the writers and SAG-AFTRA strikes, which reduced Yorn Levine's income since May 2023. This was unusual, however, since Yorn Levine had not been paying Ms. Shipley during these strikes, and so it was not out anything. Furthermore, these strikes ended on or about September 25, 2023, which is approximately the date Ms. Shipley was set to return to work.

On August 18, 2023, Ms. Jackson emails Ms. Shipley claiming that she had not heard back from her regarding her email – sent only to Ms. Shipley's work account – and therefore she would be sending Ms. Shipley her final paycheck. However, Ms. Shipley's final paycheck was not cut until about August 21, 2023. It contained a payout for 35.85 hours of Ms. Shipley's accrued PTO.

Ms. Shipley was recovered from her disabilities by the time her leave properly expired, however, her improper termination left her shocked and depressed. Despite these issues,

Ms. Shipley has been applying for comparable roles at other law firms. As of the date of this letter, she has not yet obtained a new job, and so her damages continue.

In sum, Yorn Levine failed to properly supply Ms. Shipley with the necessary leave and accommodations resulting from her pregnancy and related/resulting disabilities. The Firm then terminated Ms. Shipley while she was on protected leave while failing to properly engage her in the good-faith, interactive accommodation process. Yorn Levine was also less than honest about the reasons for Ms. Shipley's termination, which was - in fact - based on discriminatory intent.

1 VERIFICATION

2 I, **Erik J. Christensen**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On April 29, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Reno, NV**
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