

Daniel Ginzburg (327338)
dan@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for Plaintiff PHILLIP JOSHUA GLASPER,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

PHILLIP JOSHUA GLASPER, individually and on
behalf of all others similarly situated,

Plaintiff(s),

v.

HOMEBRIDGE, INC; and DOES 1 through 100,

Defendant(s).

Case No. **25CV117364**

GLASPER COMPLAINT

- 1. Failure to Provide Compliant Meal Periods**
- 2. Failure to Provide Compliant Rest Periods**
- 3. Failure to Pay for All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Failure To Reimburse Work-Related Expenses**
- 6. Wage Statement Penalties**
- 7. Violation of Unfair Competition Law**
- 8. Private Attorneys General Act**
- 9. Violation of California Government Code §12940(j) – Disability Harassment**
- 10. Violation of California Government Code § 12940 et seq. – Discrimination based on Disability / Medical Condition**
- 11. Violation of Government Code § 12940(m) - Failure to Accommodate Disability**
- 12. Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive Process**

RELEVANT PARTIES

1. Plaintiff Phillip Joshua Glasper (“Plaintiff”) is an adult resident of Alameda County, State of California, and was at all times relevant residing in therein.

///

1 2. Defendant Homebridge, Inc (“Defendant”) is a nonprofit public benefit California
2 corporation with its principal place of business located in San Francisco County, State of California.
3 Defendant is registered to and does conduct business in the State of California and is subject to the
4 laws of the State of California. All acts and omissions of Defendant employees as alleged herein
5 occurred while they were acting within the course and scope of their employment.

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

14 **JURISDICTION AND VENUE**

15 4. This action is properly filed in Alameda County because the acts and omissions that give
16 rise to Plaintiff’s claims took place in this County, and Defendants transact substantial business in
17 this County.

18 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
19 alleged herein occurred in Alameda County and Plaintiff suffered damages from such conduct
20 within this County.

21 **FACTUAL ALLEGATIONS**

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

23 7. Though hired to provide in-home care services in or around September 2023, Plaintiff has
24 been met at every turn by an employer that appears intent on disregarding both the letter of
25 California’s labor laws and the fundamental decencies required in any modern workplace. These
26 Factual Allegations set forth a sorry chronicle of misconduct, including disability discrimination,
27 unremedied harassment, petty retaliation, and contempt for Plaintiff’s statutory rights to lawful
28

1 breaks and reimbursements. Taken together, the facts described herein paint an unmistakable
2 picture of systemic disregard for Plaintiff's rights.

3 8. During the course of his employment, Plaintiff has endured a series of affronts to his dignity,
4 livelihood, and personal health while under the employ of Defendant.

5 9. Plaintiff was employed by Defendants from September 2023 to the present as an "HCP1 in-
6 home care professional."

7 10. In this capacity, Plaintiff is charged with providing personal care services to Defendant
8 clients in their residences. His duties encompass cleaning, scheduling, purchasing products, making
9 beds, assisting with medication reminders, and any other tasks necessary to ensure the comfort and
10 safety of said clients.

11 11. Defendant compensates Plaintiff at an approximate hourly rate of \$23, paid on a biweekly
12 basis. Plaintiff is a W-2 employee, subject to the usual tax withholdings, and is also a member of the
13 employees' union.

14 12. The daily schedule demanded by Defendant typically spans six days a week, from about
15 9:00 a.m. until 6:00 p.m. These hours frequently extend into overtime, for which Plaintiff expects,
16 and is entitled to, lawful premium pay. Defendant employs an electronic application, MedFist, that
17 Plaintiff must use to "clock in" and "clock out" for each client engagement, effectively fragmenting
18 his workday into multiple timekeeping segments.

19 13. From the outset of his employment, Plaintiff made it unmistakably clear that he suffers from
20 ADHD and memory issues. He disclosed these conditions openly and sought any reasonable
21 supports or adjustments that would permit him to perform his duties effectively.

22 14. Despite Plaintiff's explicit disclosures—and in knowing disregard of the law—Defendant
23 offered no meaningful accommodation. Instead, Plaintiff's supervisor, Catherine, repeatedly
24 chastised him, making statements to the effect that his mental health conditions rendered him
25 "unsuitable" for his job responsibilities.

26 ///

27 ///

28 ///

1 15. Defendant's refusal to engage in any interactive process, or to provide even minimal
2 supportive measures, demonstrates a brazen indifference to Plaintiff's rights under California law
3 protecting employees with disabilities.

4 16. Plaintiff quickly found himself the target of ongoing, unwelcome commentary regarding his
5 ADHD and memory issues. This harassment came not merely from ill-informed coworkers but from
6 individuals charged with his training and supervision.

7 17. An instructor identified as Enrique, together with other training participants, allegedly
8 singled out Plaintiff during training exercises in late September and early October 2023.

9 18. On multiple occasions, these individuals derided and belittled Plaintiff's performance, often
10 in the presence of others, using Plaintiff's disability as a source of ridicule.

11 19. A coworker, Pansy, took this abuse a step further by disclosing Plaintiff's disability to
12 clients—without Plaintiff's knowledge or consent. The result was a predictable escalation of
13 ridicule, as certain clients made comments about his mental health or threatened him. These
14 intrusions on Plaintiff's privacy and dignity illustrate the toxic atmosphere facilitated and condoned
15 by Defendant's managerial staff.

16 20. Plaintiff did not suffer in silence. As an employee committed to both his own well-being and
17 that of the clients, Plaintiff approached his immediate supervisor, Catherine, and Catherine's
18 supervisor, Amoge, to report the misconduct he was experiencing and witnessing.

19 21. Rather than investigate or remedy the situation, Catherine took a dismissive posture—if not
20 outright hostility—toward Plaintiff's concerns. On multiple occasions, Catherine retorted that
21 Plaintiff's complaints lacked credibility, insinuating that his mental health impairments were the
22 real problem.

23 22. Plaintiff's reports extended beyond personal harassment. He attempted to raise serious
24 concerns about Edward, a senior employee who, in Plaintiff's presence, engaged in inappropriate
25 touching of a client. Plaintiff's reward for bringing this to light was further criticism, snide remarks,
26 and the same old refrain casting aspersions on his mental faculties.

27 ///

28 ///

1 23. In addition to these demeaning workplace conditions, Plaintiff has been systematically
2 denied his legal entitlements to meal and rest breaks. Defendants failed to provide Plaintiff with
3 compliant meal breaks because under the schedule set by Defendant, any so-called “meal break” is
4 placed immediately after one client shift and before the next, effectively compelling Plaintiff to
5 spend most or all of his break in public transit between client locations.

6 24. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay
7 for these missed breaks at Plaintiff’s regular rate of pay.

8 25. Defendant also failed to provide Plaintiff with compliant rest breaks because, in light of his
9 job responsibilities which tether him to a client’s home or require travel, it is impractical to take rest
10 breaks in the unencumbered manner mandated by law.

11 26. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
12 for these missed breaks at Plaintiff’s regular rate of pay.

13 27. These conditions collectively result in Plaintiff’s being deprived of the breaks to which he is
14 legally entitled. Defendant’s arrangement forces him to remain “on call” or in transit, effectively
15 working off-the-clock and losing the statutory protections of uninterrupted meal and rest periods.

16 28. At all relevant times, Plaintiff’s work schedule required him to provide in-home care to
17 multiple clients each day, with transit times ranging anywhere from 5 minutes to 45 minutes—or
18 even an hour—between clients.

19 29. Because Plaintiff must “clock out” when leaving one client and “clock in” again upon
20 arrival at the next, these commute intervals go unpaid or grossly underpaid. Plaintiff receives no
21 consistent compensation for the travel time or the disruption to his designated breaks.

22 30. Plaintiff’s repeated entreaties for compensation for this compulsory transit have been met
23 with confusion or outright disregard. Defendant compels Plaintiff to expend valuable time for the
24 benefit of Defendant, yet refuses to pay him a wage for that time. Defendants thus failed to pay
25 Plaintiff for all hours worked.

26 31. Moreover, Defendant failed to correctly calculate Plaintiff’s regular rate of pay, and as a
27 result, Plaintiff’s was underpaid overtime and premium pay. Specifically, Defendant did not include
28 all non-discretionary pay that Plaintiff earned when calculating Plaintiff’s regular rate of pay.

1 32. Furthermore, by its chopping Plaintiff's schedule into multiple mini-shifts and failing to
2 incorporate his travel time into the total, Defendants artificially suppressed Plaintiff's recorded
3 hours below the statutory threshold—or at the very least, ensured that his timesheets did not reflect
4 the full extent of his labors. The inescapable result was that Plaintiff often put in overtime hours—
5 above and beyond the standard workday—and yet saw not a penny of overtime premium for that
6 extra effort.

7 33. Defendant further compounds its legal violations by foisting business-related expenses onto
8 Plaintiff. As a condition of employment, Plaintiff is required to travel by public transportation
9 between client sites. Although Defendant purports to offer some reimbursement, it covers only a
10 fraction of Plaintiff's actual transit costs, leaving him to make up the shortfall from his own pocket.

11 34. Plaintiff was also forced to purchase a gate belt (approximately \$30)—a piece of equipment
12 used to assist patients—and headphones (approximately \$30) necessary for certain training and on-
13 the-job needs, again without reimbursement.

14 35. In sum, Defendant has systemically failed to reimburse Plaintiff for reasonable and
15 necessary expenditures incurred in the direct performance of his duties, in disregard of California
16 Labor Code provisions mandating reimbursement of such out-of-pocket costs.

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

20 37. By virtue of unchecked harassment from coworkers like Pansy, who brazenly discloses
21 confidential medical information to third parties, and supervisors who refuse to accommodate or
22 even acknowledge Plaintiff's disabilities, Plaintiff labors under a hostile work environment every
23 day.

24 38. The unrelenting hostility and discriminatory conduct from management and coworkers have
25 caused Plaintiff substantial emotional distress, embarrassment, and anxiety—harms that persist so
26 long as Defendant fails to implement any remedial measures.

27 ///

28 ///

1 39. As of the filing of this Complaint, Plaintiff remains employed by Defendant. Yet the
2 violations of law—ranging from the denial of meal and rest breaks to the brazen refusal to
3 accommodate his disability—show no sign of abatement.

4 40. The hostility directed toward Plaintiff has, if anything, intensified as he continued voicing
5 his grievances. Plaintiff has every reason to believe that, absent judicial intervention, Defendant will
6 not alter its unlawful conduct.

7 **PAGA ALLEGATIONS**

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

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

15 43. The aggrieved employee has provided written notice by online filing to the LWDA and by
16 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations; and

19 44. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
21 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
22 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
23 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
24 to any other penalties to which the employee may be entitled.

25 45. On November 22, 2024, Plaintiff provided written notice by online filing to the LWDA and
26 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
27 violated by Defendants, including the facts and theories to support the alleged violations.

28 ///

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

4 47. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to November 22, 2024,
6 through final disposition of this action.”

7 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

8 48. On March 31, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
9 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
10 Retaliation against Defendant. On March 31, 2025, the CCRD issued a Notice of Case Closure and
11 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
12 order to enforce their rights under FEHA.

13 49. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
14 prerequisite to filing this action.

15 **FIRST CAUSE OF ACTION**

16 **Failure to Provide Compliant Meal Periods**

17 **By Plaintiff Against All Defendants**

18 50. Plaintiff incorporates by reference the paragraphs above.

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

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

27 ///

28 ///

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

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

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

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

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

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

58. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

///

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

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

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiff Against All Defendants

65. Plaintiff incorporates by reference the paragraphs above.

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

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

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

FOURTH CAUSE OF ACTION

Failure to Pay All Overtime Owed

By Plaintiff Against All Defendants

69. Plaintiff incorporates by reference the paragraphs above.

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

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

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

///

///

///

1 **FIFTH CAUSE OF ACTION**

2 **Failure To Reimburse Work-Related Expenses**

3 **By Plaintiff Against All Defendants**

4 73. Plaintiff incorporates by reference the paragraphs above.

5 74. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 employee's discharge of his or her duties.

8 75. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

9 76. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
10 attorney fees, and costs.

11 **SIXTH CAUSE OF ACTION**

12 **Wage Statement Penalties**

13 **By Plaintiff Against All Defendants**

14 77. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

26 ///

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 82. Plaintiff incorporates by reference the paragraphs above.

5 83. Defendants' conduct described herein constitutes unfair competition.

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

9 85. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

11 86. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **EIGHTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

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

15 87. Plaintiff incorporates by reference the paragraphs above.

16 88. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
17 violation(s) of the Labor Code.

18 89. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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

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

25 92. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
26 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
27 sections 1197.1 and 2699 apply.

28 ///

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

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

7 95. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
8 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
9 apply.

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

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

15 **NINTH CAUSE OF ACTION**

16 **Violation of California Government Code §12940(j) – Disability Harassment**

17 **By Plaintiff Against All Defendants**

18 98. Plaintiff incorporates by reference the paragraphs above.

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

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

24 101. During their employment with Defendants, Plaintiff was subjected to numerous instances of
25 harassment based on their disability. (described supra).

26 102. The harassment of Plaintiff was reported and known to Defendants.

27 103. Defendants failed to take immediate and appropriate corrective action.

28 ///

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

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

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

12 **TENTH CAUSE OF ACTION**

13 **Violation of California Government Code § 12940 et seq. – Discrimination based on Disability**

14 **/ Medical Condition**

15 **By Plaintiff Against All Defendants**

16 107. Plaintiff incorporates by reference the paragraphs above.

17 108. Government Code § 12940(a) prohibits an employer from discriminating against an
18 employee in compensation or in terms, conditions, or privileges of employment because of the
19 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
20 condition" or "sex."

21 109. During their employment with Defendants, Plaintiff was subjected to discrimination based
22 on their medical condition / disability.

23 110. Plaintiff was subjected to discrimination based on their medical condition / disability.
24 (described supra).

25 111. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
26 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
27 below.

28 ///

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

3 **By Plaintiff Against All Defendants**

4 112. Plaintiff incorporates by reference the paragraphs above.

5 113. At all relevant times herein, Plaintiff was an individual with a disability as defined by
6 FEHA.

7 114. FEHA requires an employer to make reasonable accommodations for the known disabilities
8 of employees to enable them to perform a position's essential functions, unless doing so would
9 produce undue hardship to the employer's operations. Govt. Code §12940(m).

10 115. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
11 accommodations, as set forth herein.

12 116. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
13 with their disability.

14 117. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
15 required by law, to Plaintiff (described supra).

16 118. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
17 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
18 stated below.

19 **TWELFTH CAUSE OF ACTION**

20 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**

21 **Process**

22 **By Plaintiff Against All Defendants**

23 119. Plaintiff incorporates by reference the paragraphs above.

24 120. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

25 121. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
26 process with an employee to determine effective reasonable accommodations if an employee with a
27 disability so requests. The interactive process is the key mechanism for facilitating the integration of
28

1 disabled employees in the workplace and liability may be imposed on the employer for failing to
2 engage in the process.

3 122. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
4 accommodations, as set forth herein.

5 123. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
6 with their disability.

7 124. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
8 engaged in unlawful employment practices when they failed and refused to engage in the interactive
9 process (described supra).

10 125. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
11 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
12 damage as stated below.

13 **THIRTEENTH CAUSE OF ACTION**

14 **Violation of California Government Code § 12940 (h) - Retaliation**

15 **By Plaintiff Against All Defendants**

16 126. Plaintiff incorporates by reference the paragraphs above.

17 127. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
18 employee who opposes or makes a complaint for practices forbidden by FEHA.

19 128. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

20 129. Defendants retaliated against Plaintiff in violation of California Government Code §
21 12940(h).

22 130. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
23 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

26 **First Cause of Action**

- 27 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 28 2. Interest

- 1 3. Attorneys' fees
2 4. Costs
3 5. Other relief the court deems proper

4 Second Cause of Action

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

10 Third Cause of Action

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

17 Fourth Cause of Action

- 18 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
19 2. Interest
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper

23 Fifth Cause of Action

- 24 1. Reimbursement of all work-related expenses
25 2. Attorneys' fees
26 3. Costs
27 4. Other relief the court deems proper

28 ///

1 Sixth Cause of Action

- 2 1. Penalties pursuant to Labor Code section 226
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Seventh Cause of Action

- 7 1. Restitution of all wrongfully withheld wages
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 Eighth Cause of Action

- 12 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
13 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
14 violate the California Labor Code in the manner alleged herein
15 3. Attorneys' fees
16 4. Costs
17 5. Other relief the court deems proper

18 Ninth Cause of Action

- 19 1. Compensatory damages
20 2. Punitive damages
21 3. Attorneys' fees
22 4. Costs
23 5. Other relief the court deems proper

24 Tenth Cause of Action

- 25 1. Compensatory damages
26 2. Punitive damages
27 3. Attorneys' fees
28 4. Costs

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

- 3
4
5
6
7

8

- 9
10
11
12
13

14

- 15
16
17
18
19

21

DANIEL GINZBURG

25