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Attorneys for Plaintiff ROBERT ALLEN LOMBARD,
individually and on behalf of all others similarly situated

Assigned for All Purposes
Judge Theodore Howard

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

ROBERT ALLEN LOMBARD, individually
and on behalf of all others similarly situated,

Case No. 30-2025-01463215-CU-OE-CJC

Plaintiff(s),

v.

GENYORBALINDA LLC; and DOES 1
through 100,

Defendant(s).

COMPLAINT

- 1. Failure to Provide Complaint Rest Breaks**
- 2. Failure to Reimburse Work-Related Expenses**
- 3. Wage Statement Violation**
- 4. Violation of Unfair Competition**
- 5. Private Attorneys General Act**
- 6. Disability Discrimination**
- 7. Failure to Accommodate Disability**
- 8. Failure to Engage in Interactive Process**

RELEVANT PARTIES

1. Plaintiff ROBERT ALLEN LOMBARD (“Plaintiff”) is an adult resident Orange County, California, and was at all times relevant residing in Orange County, California.

2. Defendant GENYORBALINDA LLC (“Defendant”) is a California corporation with its principal place of business located in Orange County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

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

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in Orange County because the acts and omissions that give rise
11 to Plaintiff’s claims took place in Orange County, and Defendants transact substantial business in
12 this County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in Orange County, California and Plaintiff suffered damages from such
15 conduct within Orange County, California.

16 **FACTUAL ALLEGATIONS**

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

18 7. Plaintiff was employed by Defendants since August 2023 as a caregiver.

19 8. Plaintiff was initially assigned in the Assisted Living Unit. Around May 2024, Plaintiff was
20 reassigned to the Memory Care Unit by a new supervisor named Tammy.

21 9. Around June 2024, Plaintiff suffered a severe anxiety attack while at work, requiring
22 emergency medical transport. He was subsequently diagnosed with anxiety and prescribed
23 medication.

24 10. Plaintiff informed Defendants of his condition and need for accommodation.

25 11. Plaintiff requested reasonable accommodations consistent with the doctor’s
26 recommendations, that is, to not be placed in stressful work environments.

27 12. Specifically to not be placed in Memory Care Unit or to be placed in care units where there
28 were only two caregivers instead of mandatory four caregivers.

1 13. No accommodations were provided, Plaintiff continued to be placed in Memory Care Unit
2 instead of Assisted Living Unit and in units with only two caregivers.

3 14. Plaintiff reported the ongoing disability discrimination and by Supervisor Tammy to HR and
4 to the building manager, Jeff.

5 15. Due to not being reasonably accommodated for his disability Plaintiff's required anxiety
6 medication dosage has doubled from 10mg to 20mg, he developed trouble sleeping, began
7 experiencing headaches when arriving at work and weight gain due to stress eating.

8 16. Defendant failed to provide Plaintiff with compliant rest breaks because none were provided
9 due to understaffing. Despite not being provided with compliant rest breaks, Defendant did not pay
10 premium pay for these missed breaks at Plaintiff's regular rate of pay.

11 17. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
12 required to purchase uniforms in order to perform their work duties, but Defendants did not
13 reimburse Plaintiff for these expenses.

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

17 19. The applicable Wage Order provides that "[a]ll working employees shall be provided with
18 suitable seats when the nature of the work reasonably permits the use of seats." It further states that
19 "[w]hen employees are not engaged in the active duties of their employment and the nature of the
20 work requires standing, an adequate number of suitable seats shall be placed in reasonable
21 proximity to the work area and employees shall be permitted to use such seats when it does not
22 interfere with the performance of their duties."

23 20. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties
24 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the
25 Aggrieved Employees should have been provided with seats for use while not actively performing
26 their work duties, but such seating was not provided.

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PAGA ALLEGATIONS

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

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

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

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

25. On November 1, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

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

27. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to November 1, 2024, through final disposition of this action.”

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

By Plaintiff Against All Defendants

31. 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.

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

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

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1 **SECOND CAUSE OF ACTION**

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

3 **By Plaintiff Against All Defendants**

4 37. Plaintiff incorporates by reference the paragraphs above.

5 38. 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 39. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

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

11 **THIRD CAUSE OF ACTION**

12 **Wage Statement Penalties**

13 **By Plaintiff Against All Defendants**

14 41. Plaintiff incorporates by reference the paragraphs above.

15 42. 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 43. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
20 and incomplete.

21 44. 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 45. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
25 costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 46. Plaintiff incorporates by reference the paragraphs above.

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

6 48. 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 49. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

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

12 **FIFTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

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

15 51. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

25 56. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
26 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
27 apply.

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1 57. With respect to violations of Labor Code section 1198 and the relevant wage order for
2 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
3 Labor Code section 2699 apply.

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

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

9 **SIXTH CAUSE OF ACTION**

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

11 **By Plaintiff Against All Defendants**

12 60. Plaintiff incorporates by reference the paragraphs above.

13 61. Government Code § 12940(a) prohibits an employer from discriminating against an
14 employee in compensation or in terms, conditions, or privileges of employment because of the
15 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
16 condition" or "sex."

17 62. During their employment with Defendants, Plaintiff was subjected to discrimination based
18 on their disability.

19 63. Plaintiff was subjected to discrimination based on their disability (described supra).

20 64. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
21 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
22 below.

23 **SEVENTH CAUSE OF ACTION**

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

25 **By Plaintiff Against All Defendants**

26 65. Plaintiff incorporates by reference the paragraphs above.

27 66. At all relevant times herein, Plaintiff was an individual with a disability as defined by
28 FEHA.

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

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

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

8 70. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
9 required by law, to Plaintiff (described supra).

10 71. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
11 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
12 stated below.

13 **EIGHTH CAUSE OF ACTION**

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

16 **By Plaintiff Against All Defendants**

17 72. Plaintiff incorporates by reference the paragraphs above.

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

19 74. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
20 process with an employee to determine effective reasonable accommodations if an employee with a
21 disability so requests. The interactive process is the key mechanism for facilitating the integration of
22 disabled employees in the workplace and liability may be imposed on the employer for failing to
23 engage in the process.

24 75. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
25 accommodations, as set forth herein.

26 76. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
27 with their disability.

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

4 78. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
5 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
6 damage as stated below.

7 **PRAYER FOR RELIEF**

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

9 First Cause of Action

- 10 1. Damages and/or penalties pursuant to Labor Code section 226.7
11 2. Interest
12 3. Attorneys' fees
13 4. Costs
14 5. Other relief the court deems proper

15 Second Cause of Action

- 16 1. Reimbursement of all work-related expenses
17 2. Attorneys' fees
18 3. Costs
19 4. Other relief the court deems proper

20 Third Cause of Action

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

25 Fourth Cause of Action

- 26 1. Restitution of all wrongfully withheld wages
27 2. Attorneys' fees
28 3. Costs

1 4. Other relief the court deems proper

2 Fifth Cause of Action

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

9 Sixth to Eighth Cause of Action

- 10 1. Compensatory damages
11 2. Punitive damages
12 3. Attorneys' fees
13 4. Costs
14 5. Other relief the court deems proper

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16 DATED: February 26, 2025

FRONTIER LAW CENTER

17 /s/ Daniel Ginzburg

DANIEL GINZBURG

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19 Attorneys for Plaintiff
20 ROBERT ALLEN LOMBARD,
21 individually and on behalf of all others
22 similarly situated
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