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Superior Court of California
County of Fresno
By: A. Hoffman, Deputy

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF FRESNO**

Cynthia Davila,
individual,

Plaintiff,

vs.

Fresh Start Youth Center, Inc doing business as
Mollie's House, Torella McAlister-Minor,
individual and Renee Lane, individual
DOES 1 through 10, inclusive,

Defendant.

Case No.: **25CECG00808**

COMPLAINT FOR: DAMAGES

- 1. Failure to Provide Required Meal Periods (Cal. Labor Code 226.7 and 512)**
- 2. Failure to Pay Overtime Wages (Cal. Labor Code 510, 1194, 1198)**
- 3. Claim for Whistleblower Retaliation in Violation of Labor Code Section 1102.5(b)**
- 4. Wrongful Discharge in Violation of Public Policy**
- 5. Intentional Infliction of Emotional Distress**
- 6. Claim for Contract Violation**
- 7. Claim for Violation of Company Policy**
- 8. Violation of Cal.Labor Code §§ 226 (a), 1174 (d), and 1198 – Non-compliant Wage Statements and Failure to Maintain Accurate Payroll Records**
- 9. Civil Penalties Under the Private Attorneys General Act (Cal. Labor Code § 2698, et seq.)**

DEMAND FOR JURY TRIAL

AMOUNT DEMANDED EXCEEDS \$25,000

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1 Plaintiff **CYNTHIA DAVILA** (“Plaintiff”), by and through counsel, hereby respectfully presents
2 this Complaint for Damages as follows:

3 4 **NATURE OF THE ACTION**

5 1. This is a civil rights action brought by Plaintiff Cynthia Davila (Plaintiff) against her former
6 employer, Defendant Mollie’s House, the CEO and Founder Ms. Torella McAlister Minor, her direct
7 supervisor Ms. Renee Lane and DOES 1 to 10 (Defendants).

8 2. During her tenure with Defendants, Plaintiff was exposed to inappropriate company practices
9 which are detrimental to staff workers and the residents’ safety and development;

10 3. Throughout her entire employment with Defendants, Plaintiff witnessed the retaliation and
11 unprofessionalism of the Program Director and the CEO, who condoned the former's unlawful practices.

12 4. Throughout her entire tenure with Defendants, Plaintiff was not provided with any meal
13 break and was not paid overtime pay for working more than eight to sixteen hours a day.

14 5. Plaintiff alleges violations of the provision of the California Labor Code and California
15 Business and Professions Code, particularly whistleblower retaliation, non-payment of meal period and
16 overtime pay, unlawful company practices, intentional infliction of emotional distress, violation of
17 contract, violation of company policy, violation of wage statements and failure to maintain accurate
18 payroll records, failure to timely pay wages and unlawful business practices.

19 20 21 **THE PARTIES**

22 6. Plaintiff, Cynthia Davila an individual, single, of legal age and a resident of Richmond
23 Avenue, Clovis, California, at the time of the incidents.

24 7. Defendant, Mollie’s House, is a corporation organized and existing under the laws of the
25 State of California, with its principal place of business located at 693 W Bullard Ave. Fresno, CA 9370 is
26 deemed a citizen of California for purposes of diversity jurisdiction.

8. Defendant Torella McAlister-Minor is the founder of Mollie's House with her place of business located at 5236 E Orleans Fresno, CA 93272. She is deemed a citizen of California for purposes of diversity jurisdiction.

9. Defendant Renee Lane is the program director and direct supervisor of Plaintiff. Her place of business is located at 693 W Bullard Ave. Fresno, CA 9370. She is deemed a citizen of California for purposes of jurisdiction.

10. Plaintiff is ignorant of the true names or capacities of the Defendants sued here under the fictitious names DOES 1 through 10, inclusive, and therefore sues those Defendants by such fictitious names. The plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Petitioner is informed and believes and alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences and injuries alleged in this complaint.

11. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, each respondent and each of the DOES 1-10 was the agent of each of the remaining Defendants or remaining DOES 1-10, and in doing the things hereinafter alleged, was acting in the course and scope of such agency.

JURISDICTION

12. This Court has personal jurisdiction over the parties in this case as the Defendants are residents of California, have conducted business in California and have sufficient minimum contacts with California. Furthermore, the events giving rise to the plaintiff's claims occurred within this district, thereby satisfying the requirements for personal jurisdiction under the due process clause of the Constitution.

FACTUAL ALLEGATIONS

13. In April 2022, Plaintiff was hired by Defendant and only commenced her employment on October 19, 2022, as a Direct Care Staff with an hourly salary of \$17.

14. Defendant Mollie's House is an employer and liable for Plaintiff within the meaning of the Government Code § 12940 et. seq and California Labor Code.

1 15. Defendant is a non-profit organization and a safe house that helps young women aged 12 to
2 17 years old who are victims of sex trafficking. Plaintiff's responsibility with Defendant is to provide care
3 to the residents and aid in Defendant's programs.

4 16. Plaintiff, as a direct care staff member, was to help the residents with daily living activities,
5 give them the proper medication in a timely manner, prepare appropriate meals, and ensure clients made it
6 to their appointments and scheduled appointments.

7 17. Plaintiff witnessed employees come and go throughout her tenure with Defendant. The
8 turnover rate is very high, and the Plaintiff never understood why many people were quitting on the spot or
9 suddenly terminated until she was wrongfully discharged on July 15, 2024.

10 18. During her tenure with Defendant, which comprised over 450 shifts, Plaintiff was
11 consistently denied rest breaks and uninterrupted meal periods. Defendant failed to comply with overtime
12 requirements by compensating Plaintiff regularly for all hours worked during 10-hour shifts and paying
13 overtime rates only when her weekly hours exceeded 40. This practice resulted in the Plaintiff receiving
14 base pay for hours worked beyond eight hours per day, contrary to applicable wage and hour laws.

15 19. Renee Lane, the Program Director, and Plaintiff's direct supervisor implemented a policy
16 denying staff members, including Plaintiff, uninterrupted meal periods. Lane maintained that the facility's
17 "home environment" nature precluded dedicated break periods. Instead, staff were expected to consume
18 their meals while supervising residents' mealtimes and performing other work duties, effectively denying
19 them the benefit of duty-free meal periods required by law.

20 20. Throughout her work with Defendant, Plaintiff observed and witnessed things that were off
21 and inappropriate. It was not until the beginning of 2024 that the previous clinician, Mickie Valentine, spoke
22 up about her concerns with the Defendant and what she had witnessed and heard firsthand.

23 21. Mickie, who served as the facility's therapist, reported that Ms. Lane attempted to facilitate
24 a relationship between her son "J" and a client. The Plaintiff personally witnessed these interactions.
25 Additionally, Ms. Lane would have clients perform personal services for her, including massaging her back,
26 rubbing her fit, and styling her hair. Ms. Lane would regularly sleep, eat, and do her personal laundry at the
27 facility.

1 22. The CEO-Founder, Ms. Torella Minor, reached out to the Plaintiff and invited her to share
2 her concerns about her work. Ms. Minor mentioned that she had been speaking with other employees whom
3 Mickie believed had issues with the operations in the “home.” Since Mickie is also Ms. Minor’s cousin,
4 Plaintiff felt it was safe to express her concerns regarding the system, particularly with the program director,
5 Renee Lane (“Ms. Lane”). After voicing her concerns, Plaintiff felt a sense of relief, believing that positive
6 changes would be implemented and that Ms. Lane would improve her management practices.

7 23. However, after Mickie shared her concerns about Ms. Lane, she was suddenly fired.
8 Following Mickie’s departure, Michele, who liaised with the county to ensure compliance with rules and
9 regulations, recommended Janine for the clinician position. Upon working at the facility, Janine observed
10 concerning practices and reported them to both licensing authorities and Michele. Through these reports,
11 Michele discovered that the facility was deficient in meeting proper licensing requirements.

12 24. On April 4, 2024, Plaintiff reported her concerns to Head of Service Gabriela Stratford.
13 When Gabriela conveyed these concerns, along with those of other employees, to Ms. Minor, both Minor
14 and Ms. Lane responded by dismissing the allegations and subsequently engaging in retaliatory conduct
15 against Stratford. This hostile environment ultimately led to Gabriela’s resignation.

16 25. This left Plaintiff distraught and emotionally triggered because management would not
17 accept Plaintiff’s and her co-workers’ issues with Ms. Lane and how she managed the business.

18 26. In February 2024, the new clinician, Janine, started working with the Defendant and
19 immediately saw how things were run. After a couple of months, Janine confronted the Plaintiff about her
20 concerns, which were the same issues the Plaintiff and her co-workers were facing. Janine encouraged the
21 Plaintiff to report everything to childcare licensing because she was concerned about the children/residents.

22 27. On June 2, 2024, the Plaintiff reported to the licensing her observations and concerns, stating,
23 among others, the following:

- 24 a. The Defendant violated the privacy rights of a child and failed to protect the rights of the
25 child in her mental and emotional development. The Defendant neglected child welfare
26 standards and inadequately supervised the child. On April 22, 2024, one of the resident
27 children, “EC”, was introduced to Ms. Lane’s son, “J”, who was 14 years old. EC was
28 brought on a family trip to Universal Studios, where Ms. Lane and her son J came along.

1 After the event, Ms. Lane allowed J and EC to exchange gifts on certain occasions. Ms. Lane
2 also called her son “EC’s boyfriend” and sometimes talked to EC about what she expects
3 from J’s “future girlfriend.” EC was brought to events where J was also at, and Ms. Lane and
4 the CEO, Ms. Minor, approved of it.

5 b. The Defendant violated safety monitoring protocols and neglected its duty of care. There
6 have been instances where Ms. Lane has slept on the premises while being the only staff
7 member on shift. Several resident children have reported that during these times, Ms. Lane
8 provided them access to keys to retrieve items from the staff closet, which is against policy.
9 Additionally, some children stated that Ms. Lane instructed them to bring their medication
10 boxes to her for administration without requiring them to sign the necessary documentation,
11 as she did not retrieve the medication binder herself.

12 c. The Defendant further neglected their duty of care when they allowed the resident children
13 to have sexual relations with each other. At one point, residents EC and SS had a sexual
14 interest in one another, and EC had sexually abused SS. In this situation, EC faced no
15 consequences for her actions, while SS felt unfairly targeted and was being expelled from
16 the facility.

17 On another occasion, other resident SG and SS, had inappropriate touching. The staff
18 submitted the incident report to Ms. Lane, who claimed to have forwarded it to the social
19 worker. As per Ms. Lane, the social worker is responsible for determining whether to report
20 the incident to childcare licensing. However, these incidents were not acted upon.

21 On February 23, 2024, there was a glow-in-the-dark party for the girls. Ms. Lane was the
22 overnight staff on duty. She fell asleep while on duty, allowing the girls to stay awake and
23 watch a movie. SG and SS engaged in sexual activity that was later brought to light. Ms.
24 Lane never reported the incident.

25 d. Ms. Lane allowed and wanted the residents to brush her hair, massage her back, do her
26 makeup, paint her nails, and clean her feet. When some of the girls expressed discomfort and
27 complained to the staff, they often responded, “Renee wanted me to,” indicating that they
28 felt pressured to comply with her requests.

1 e. Ms. Lane cuddles with EC on the couch and, at one point, sleeps with her in her room.

2 f. Ms. Lane experienced multiple accidents in the house, including instances where she urinated
3 on herself, on the couch, and the kitchen chairs. On one occasion, the residents had to clean
4 the mess off the floor themselves.

5 28. On June 6, 2024, a representative from the licensing authority visited the facility to conduct
6 interviews with staff regarding their complaints, including those raised by the Plaintiff. Four staff members,
7 including the Plaintiff, voiced their concerns during this initial inquiry. Subsequently, licensing
8 representatives commenced weekly visits to continue their interviews with the staff and Ms. Lane. During
9 these visits, Ms. Lane exhibited signs of emotional distress. She attempted to control the proceedings,
10 wanting to prevent staff from being alone with the licensing representative in case the complaints were
11 brought up.

12 29. After Plaintiff reported the unlawful practices to licensing, Ms. Lane retaliated by making
13 Plaintiff's work more difficult. She made indirect comments towards Plaintiff, attempted to intimidate her,
14 and assigned additional, unnecessary tasks.

15 30. On July 5, 2024, Ms. Lane and Ms. Minor introduced a new "Electronic Device Usage
16 Policy" that mandated staff to clock in and out without using their cell phones, previously used for shift
17 briefings and securing coverage through the Homebase App. The Homebase App has been the primary tool
18 for staff to access their schedules, briefs, and important updates since the beginning of their employment.
19 The new policy appeared to be a pretext for restricting the Plaintiff and other staff members' access to the
20 residents and updates in the house while not on duty. Consequently, Plaintiff refused to sign the policy,
21 aware that Ms. Lane herself does not adhere to established protocols. Consequently, the Plaintiff was
22 threatened with termination by the Defendant if she refused to sign the new policy. The Plaintiff then signed
23 a written warning.

24 31. On July 15, 2024, during a meeting, Plaintiff and three other staff members were abruptly
25 terminated under the pretext that Defendant could not afford to pay their salaries. Notably, these employees
26 were the only ones let go, and they were also the ones who had reported concerns directly to licensing. Ms.
27 Minor justified the layoffs by stating she had to let go of the most recently hired mental health staff. Plaintiff
28

1 was one of the longest-serving direct care staff members at the facility, while one of the retained direct care
2 staff members had been hired only last year, contradicting Ms. Minor's rationale.

3 32. On July 22, 2024, the Defendant posted a job listing for direct care and mental health staff.
4 They also posted the job listing on their Facebook account and Instagram.

5 33. The Plaintiff has been in therapy since 2021 due to the passing of her brother. In recent
6 months, her mental state has worsened, causing significant emotional and mental distress related to the
7 ongoing issues at work.

8 34. The Plaintiff, along with her co-workers named Tashae, Damie, Janine and Mickie also filed
9 complaints to the licensing authority at complaints.cclid.dss.ca.gov.

11 **FIRST CAUSE OF ACTION**

12 **Failure to Provide Required Meal Periods against Defendant Mollie's House**

13 **(Cal. Labor Code 226.7 and 512)**

14 35. Plaintiff incorporates, by reference, her allegations from each of the preceding paragraphs.

15 36. Defendant failed to provide meal periods as required by Labor Code 226.7 and 512.

16 37. According to Labor Code 226.7, an employer shall not require an employee to work during
17 a meal or rest or recovery period mandated pursuant to an applicable statute, order, regulation or order of
18 the Industrial Welfare Commission. Further, Labor Code 512(a) provides that an employer shall not employ
19 an employee for a work period of more than five hours per day without providing the employee with a meal
20 period of not less than 30 minutes.

21 38. Plaintiff worked in excess of five hours a day without being provided at least half-hour meal
22 periods, as required by Labor Code 226.7 and 512. During lunch break, the Plaintiff ate with the residents
23 while simultaneously doing other tasks. Defendant also deprived Plaintiff of her meal period, erroneously
24 explaining that Plaintiff works in a home environment. The Plaintiff never clocked in and out for lunch
25 break.

26 39. Defendant's policy of not providing meal breaks to the Plaintiff during work is a clear
27 violation of Labor Code 226.6 and 512 (a). According to applicable IWC Wage Order, an employer who
28 fails to provide an employee a meal period in accordance with the applicable provisions of the wage order,

1 the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for
2 each work day that the meal period is not provided. Defendants' conduct was willful and intentional,
3 demonstrating a pattern of systematic violations of California's meal period requirements.

4 40. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered
5 damages including lost wages in the form of unpaid meal period premiums, interest on unpaid wages, lost
6 time for missed meal periods, and other damages in an amount to be proven at trial. Pursuant to Labor Code
7 §§ 226.7 and 512, Plaintiff is entitled to recover one additional hour of pay at her regular rate of
8 compensation for each workday that compliant meal periods were not provided, interest on unpaid premium
9 wages, reasonable attorney's fees and costs, and such other relief as provided by law.

11 **SECOND CAUSE OF ACTION**

12 **Failure to Pay Overtime Wages against Defendant Mollie's House**

13 **(Cal. Labor Code 510, 1194, 1198)**

14 41. Plaintiff incorporates, by reference, her allegations from each of the preceding paragraphs.

15 42. The plaintiff was employed by the Defendant, and during her tenure, she did not receive
16 overtime pay for work exceeding eight hours unless she worked more than 40 hours per week. The plaintiff
17 also worked multiple 16-hour shifts in a month and, sometimes, a couple in a week with no overtime pay.

18 43. California Labor Code § 510 establishes that eight hours of labor constitutes a day's work
19 and mandates overtime compensation at one and one-half times the regular rate of pay for work in excess
20 of eight hours in one workday and forty hours in one workweek.

21 44. California Labor Code § 1194 entitles employees to recover unpaid minimum wages or
22 overtime compensation, including interest, reasonable attorney's fees, and costs of suit, notwithstanding any
23 agreement to work for a lesser wage.

24 45. California Labor Code § 1198 makes it unlawful for an employer to employ workers for
25 longer hours than fixed by Industrial Welfare Commission (IWC) orders or under conditions of labor
26 prohibited by such orders.

27 46. Throughout Plaintiff's employment from October 19, 2022 to July 15, 2024, Defendants
28 regularly violated these Labor provision by: **a.)** Failing to pay overtime wages at one and one-half times the

1 regular rate of pay for hours worked beyond eight hours per day during Plaintiff's 10-hour shifts; **b.)** Only
2 paying overtime rates when weekly hours exceeded 40, in violation of daily overtime requirements; **c.)**
3 Implementing and enforcing policies that denied Plaintiff uninterrupted meal periods during her shifts; **d.)**
4 Consistently denying Plaintiff rest breaks during her more than 450 shifts with Defendants; and **e.)**
5 Requiring Plaintiff to work under conditions prohibited by applicable IWC wage orders.

6 47. Defendants' Program Director, Renee Lane, explicitly implemented policies that violated
7 standard labor conditions by mandating that staff members, including Plaintiff, could not take uninterrupted
8 meal periods due to the facility's "home environment" nature.

9 48. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff suffered and
10 continues to suffer substantial losses including unpaid overtime wages for hours worked beyond eight hours
11 per day, missed meal and rest period premiums, interest on unpaid wages, and other damages to be proven
12 at trial. related to the use and enjoyment of her wages, lost interest in wages and expenses, and attorney's
13 fees as Plaintiff is constrained to file this suit to compel Defendant to compensate and perform its obligations
14 under state law, and all respective damages in amounts according to proof at the time of trial.

15 16 **THIRD CAUSE OF ACTION**

17 **Claim for Whistleblower Retaliation in Violation of Labor Code Section 1102.5(b) Defendant**

18 **Mollie's House**

19 49. The Plaintiff incorporates all other paragraphs in this Complaint by reference as though
20 fully written here.

21 50. California Labor Code 1102.5 (b) prohibits an employer or its agent from retaliating against
22 an employee for disclosing information to a government or law enforcement agency that has the authority
23 to investigate, discover, or correct the violation or noncompliance to a local, state or federal rule or
24 regulation.

25 51. The plaintiff disclosed and reported to childcare licensing, which had the authority to
26 investigate the defendant's alleged unlawful actions. These actions were believed to infringe upon the
27 children's HIPAA rights and pose a threat to their safety and development. The plaintiff's report to the
28

1 licensing authority was made in good faith, based on her knowledge and observations of the Defendant's
2 business management and Rene Lane's interactions with residents.

3 52. The Plaintiff's unlawful discharge, which followed her reports to licensing and on the pretext
4 of business losses, constitutes apparent retaliation against her.

5 53. Furthermore, it is significant that after Plaintiff's unlawful termination due to purported
6 financial losses, Defendant promptly posted a job listing for the position previously held by Plaintiff.

7 54. Plaintiff was harmed by Defendant's unlawful conduct in multiple ways. First, she suffered
8 economic damages through lost wages from both unpaid meal premiums and her retaliatory termination.
9 Second, she experienced significant emotional distress and deterioration of her mental health, requiring
10 ongoing therapy. Third, she lost employment benefits and future career opportunities.

11 55. Defendant's conduct was a substantial factor in causing these harms because their retaliatory
12 actions following her protected whistleblowing activities led directly to her termination and the hostile work
13 environment created after her reports to licensing caused documented emotional and psychological distress.

14 56. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff suffered
15 damages, including but not limited to emotional distress, loss of earnings, and other benefits associated with
16 employment.

17 **FOURTH CAUSE OF ACTION**

18 **Wrongful Discharge in Violation of Public Policy against all Defendants**

19 57. Plaintiff incorporates, by reference, her allegations from each of the preceding paragraphs.

20 58. Under California Law, an employer may not terminate an employee for reasons that violate
21 fundamental public policy as established by constitutional or statutory provisions.

22 59. Plaintiff was employed by Defendant as a Direct Care Staff member from October 19, 2022
23 until July 15, 2024. During her employment, Plaintiff engaged in protected activities.

24 60. Plaintiff reported Defendant's violations to the licensing authorities because Defendant's
25 actions posed a significant threat to the development and safety of the residents, thereby violating the
26 established childcare licensing requirements and protocols.

27 61. Plaintiff's actions were taken in good faith and with the intention of preventing further harm
28 to the residents. Plaintiff refused to condone the Defendant's illegal and unethical behavior. Plaintiff's

reports were made to protect the safety and well-being of minor residents and to ensure compliance with state regulations governing residential care facilities for youth.

62. The Defendant's termination of the Plaintiff's employment was clearly in retaliation for her actions to protect residents and co-workers, violating public policy.

63. Plaintiff's protected whistleblowing activities were a substantial motivating reason for her discharge, as evidenced by: (1) the temporal proximity between her June 2, 2024 report to licensing and her July 15, 2024 termination; (2) the fact that only employees who reported violations were terminated; (3) Defendants' pretextual reason of financial constraints, which was contradicted by immediate job postings for the same positions on July 22, 2024; and (4) the pattern of retaliatory conduct following Plaintiff's protected activities, including threats and implementation of restrictive policies.

64. Plaintiff was harmed by Defendants' wrongful discharge through loss of employment, wages, and benefits. She has also suffered severe emotional distress requiring ongoing therapy, which has been exacerbated by the circumstances of her termination.

65. The discharge was a substantial factor in causing Plaintiff's harm because it directly resulted in her loss of income, employment benefits, and career opportunities, while also causing significant emotional and psychological distress that has required continued medical treatment.

66. Defendants' termination of Plaintiff violated fundamental public policies protecting employee whistleblowers and ensuring the safety of minor residents in residential care facilities, as embodied in California Labor Code § 1102.5 and applicable state regulations governing residential youth facilities.

67. As a direct and proximate result of Plaintiff's wrongful termination, Plaintiff suffered and will continue to suffer damages including but not limited to loss of earnings, benefits, emotional distress, and other economic losses.

FIFTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress against all Defendants

68. Plaintiff incorporates, by reference, her allegations from each of the preceding paragraphs.

69. The conduct of the Defendant and Ms. Lane, as described, is far beyond what is acceptable in a workplace setting. The reports made by the Plaintiff and her co-workers to the CEO, Ms. Minor,

1 regarding Ms. Lane's harmful behavior were unheeded. Ms. Minor not only refused to investigate the
2 complaints but also dismissed them entirely, prioritizing the protection of Ms. Lane over the well-being of
3 Plaintiff and other employees, even though they all shared the same complaints.

4 70. Defendants intended to cause Plaintiff emotional distress through their deliberate actions.
5 After Plaintiff and other employees reported Ms. Lane's misconduct to licensing authorities, Defendants,
6 including CEO-Founder Ms. Minor, consciously protected Ms. Lane while retaliating against the reporting
7 employees.

8 71. Defendant's actions in suddenly terminating Plaintiff, who dared to speak out against Ms.
9 Lane and report the same to the licensing authority, were deliberate and malicious, designed to dissent and
10 retaliate against Plaintiff.

11 72. The ongoing issues with Defendant and Plaintiff's sudden termination had a devastating
12 impact on Plaintiff's mental health and behavior. The plaintiff was already attending grief therapy during
13 the said events, and the additional stress caused by the Defendant's actions significantly worsened her
14 condition.

15 73. Defendants' conduct was a substantial factor in causing Plaintiff's severe emotional distress
16 because: (1) Plaintiff was forced to witness ongoing abuse of vulnerable youth while being threatened with
17 retaliation if she reported it; (2) when Plaintiff did report the violations, she experienced calculated and
18 systematic retaliation designed to cause her distress; and (3) her ultimate termination, along with others who
19 reported violations, caused further psychological trauma requiring continued medical treatment.

20 74. As a direct and proximate result of Defendant's outrageous conduct, Plaintiff has suffered
21 severe emotional distress necessitating psychological intervention and resulting in economic and non-
22 economic damages. The Plaintiff is also entitled to an award of punitive damages.

23 **SIXTH CAUSE OF ACTION**

24 **Claim for Contract Violation against Defendant Mollie's House**

25 75. Plaintiff incorporates all other paragraphs in this Complaint by reference as though fully
26 written here.
27
28

76. The Defendant employed the Plaintiff, and both parties entered a legally binding employment contract. Each party had specific obligations under this agreement. The plaintiff consistently fulfilled her duties satisfactorily, as evidenced by her long-standing employment history and the absence of reprimands or disciplinary actions. Conversely, the defendant was obligated to provide the plaintiff with humane working conditions and reasonable work hours as provided by law.

77. However, the Defendant required the plaintiff to work excessive hours without compensating her for overtime and without providing her with meal periods. Additionally, Defendant implemented a new policy that appeared to hinder Plaintiff's ability to work effectively. Defendant acted in bad faith by demanding that Plaintiff work excessive hours without paying her due wages and by failing to provide her with meal periods.

78. The defendant acted in bad faith and failed to comply with its legal obligation to provide the Plaintiff with a safe working environment. As a direct and proximate result of Defendant's breaches, Plaintiff suffered significant damages, including, but not limited to, loss of earnings, emotional distress, and medical expenses related to the treatment of anxiety and depression directly caused by the work environment maintained by Defendant.

SEVENTH CAUSE OF ACTION

Claim for Violation of Company Policy against Defendant Mollie's House

79. Plaintiff incorporates all other paragraphs in this Complaint by reference as though fully written here.

80. It is essential for the Defendant, a safe house for children victims of sex trafficking and child abuse, to adhere to all relevant statutes and regulations. As such, Defendant has adopted policies that involve the safety and well-being of the children and its employees. Employee policy is crucial to ensure a safe and effective working environment that should be aligned with the requirements of the law. However, Defendant failed to uphold its own standards by neglecting to provide fair labor practices to Plaintiff.

81. Furthermore, the Defendant violated its code of conduct when it refused to investigate the complaints made by its employees against the program director, Ms. Lane. Instead, the Defendant retaliated

1 by terminating the Plaintiff and her co-workers for reporting the alleged misconduct and unlawful practices
2 of the Defendant's agent, Ms. Lane, thereby creating a hostile work environment for the Plaintiff.

3 82. As a result, Plaintiff was harmed due to the sudden termination of her employment and for
4 the emotional distress, Defendant caused.

5 83. As a direct and proximate result of Defendant's violations of its own policies, Plaintiff has
6 suffered and continues to suffer damages in the form of emotional distress, humiliation, anxiety, and other
7 compensatory damages, in amounts to be determined at trial.

8
9 **EIGHT CAUSE OF ACTION**

10 **Violation of Cal.Labor Code §§ 226 (a), 1174 (d), and 1198 – Non-compliant Wage**
11 **Statements and Failure to Maintain Accurate Payroll Records against Defendant Mollie's**
12 **House**

13 84. Plaintiff incorporates by reference all and preceding paragraphs as fully set forth herein.

14 85. Cal. Labor Code Section 226(a) requires employers to furnish employees with accurate
15 itemized wage statements containing specific information, including gross wages earned, total hours
16 worked, all deductions, net wages earned, and applicable hourly rates with corresponding hours worked.

17 86. Throughout Plaintiff's employment from October 19, 2022 to July 15, 2024, Defendants
18 failed to provide accurate itemized wage statements that complied with Labor Code § 226(a). Specifically,
19 Defendants failed to accurately record: (1) total hours worked by Plaintiff during her 10-hour shifts; (2)
20 overtime hours worked beyond eight hours per day; (3) applicable overtime rates and corresponding hours
21 worked at those rates; and (4) meal period premium wages owed for denied meal breaks.

22 87. Defendants also violated Labor Code § 1174 by failing to maintain accurate payroll records
23 showing the actual hours worked daily by Plaintiff and the wages paid. During Plaintiff's more than 450
24 shifts, Defendants failed to maintain accurate records reflecting: (1) overtime hours worked beyond eight
25 hours per day; (2) missed meal periods; (3) actual hours worked during shifts when Plaintiff was required
26 to work through breaks; and (4) premium wages owed for overtime and missed meal periods.

27 88. These violations were willful and part of Defendants' failure to comply with California wage
28 and hour laws, including Labor Code § 1198's requirements regarding maximum hours and standard labor
conditions. Defendants' failure to maintain accurate records facilitated their unlawful practices of (1) failing
to pay daily overtime, (2) denying meal periods, and (3) avoiding payment of required premium wages.

89. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered damages including: (1) inability to accurately determine wages owed; (2) lost wages and premium pay; (3) costs incurred attempting to reconstruct time and pay records; and (4) other damages in an amount to be proven at trial. Pursuant to Labor Code § 226(e), Plaintiff is entitled to recover the greater of actual damages or statutory penalties, along with costs and reasonable attorney's fees.

NINTH CAUSE OF ACTION

Civil Penalties Under the Private Attorneys General Act

(Cal. Labor Code § 2698, et seq.) against Defendant Mollie's House

90. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

91. Under California Labor Code § 2699(a), an aggrieved employee may bring an action to recover civil penalties for Labor Code violations on behalf of themselves and other current or former employees.

92. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2699(c) as she was employed by Defendants and was subjected to multiple Labor Code violations during her employment from October 19, 2022 to July 15, 2024.

93. Defendants violated numerous provisions of the California Labor Code that are subject to PAGA enforcement, including but not limited to:

- a. Failure to provide required meal periods (Labor Code §§ 226.7, 512)
- b. Failure to pay overtime wages (Labor Code §§ 510, 1194, 1198)
- c. Failure to provide accurate itemized wage statements (Labor Code § 226(a))
- d. Failure to maintain accurate payroll records (Labor Code § 1174(d))

94. Throughout Plaintiff's employment comprising over 450 shifts, Defendants consistently denied rest breaks and uninterrupted meal periods, failed to pay daily overtime, and failed to maintain accurate payroll records reflecting actual hours worked and wages owed.

95. Prior to filing this action, Plaintiff complied with all administrative prerequisites required by Labor Code § 2699.3, including providing written notice to the Labor and Workforce Development Agency

1 and Defendants of the specific Labor Code provisions violated and the facts and theories supporting the
2 alleged violations.

3 96. As a result of Defendants' Labor Code violations, Plaintiff seeks to recover civil penalties
4 as provided by Labor Code § 2699(f), including \$100 for each aggrieved employee per pay period for initial
5 violations and \$200 for each aggrieved employee per pay period for subsequent violations.

6 97. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
7 § 2699(g)(1).

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12 **CONCLUSION AND PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff Cynthia Davila respectfully requests that this Court:

- 14 a. Award compensatory damages in an amount to be ascertained at trial.
15 b. Award meal compensation pursuant to California Labor Code 226.7 and applicable Industrial
16 Wage Order
17 c. Award liquidated damages pursuant to California Labor Code 1194;
18 d. Award overtime pay with interest on the unpaid overtime pay at 10% per annum pursuant to
19 California Labor Code 218.6 and/or any other applicable provision of law;
20 e. Grant judgment in favor of Plaintiff on all claims and for the remedies sought in each claim;
21 f. Issue a judicial determination of the rights, duties, and obligations of the parties hereto;
22 g. Enjoin Defendant from further discriminatory, retaliatory, and unlawful employment practices;
23 h. Award Plaintiff exemplary damages as permitted by law to deter similar conduct in the future;
24 i. Award Plaintiff general damages for emotional distress and suffering;
25 j. Award Plaintiff special damages including but not limited to lost wages, benefits, and other
26 economic losses;
27 k. Award Plaintiff attorney fees, with the appropriate multiplier, plus costs and expenses of
28 litigation;

- 1 l. Award Plaintiff pre-judgment and post-judgment interest at the maximum rate allowed by law;
2 m. Grant Plaintiff such other and further relief as the Court deems just and proper.

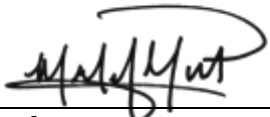
3 Plaintiff prays for such additional relief as the facts and law may warrant under the circumstances,
4 and for such and further relief as this Court may deem just and proper.
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12 **JURY DEMAND**

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14 Cynthia Davila HEREBY DEMAND A JURY ON ALL TRIABLE MATTERS.
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16 Dated: February 26,
17 2025
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Respectfully submitted,
YOEST LAW CORP

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20 By: 
21 Melissa Yoest, Esq.
22 Attorney for Plaintiffs
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