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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

09/20/2021
Clerk of the Court
BY: ANGELICA SUNGA
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
FOR THE COUNTY OF SAN FRANCISCO CGC-21-595332**

MIA KING, an individual,

Plaintiff,

v.

MARK ZUCKERBERG, an individual; PRISCILLA CHAN, an individual; MPPR ASSOCIATES, LLC, a California Corporation; LIAM BOOTH, an individual; MONICA MOORHOUSE, an individual; ICONIQ CAPITAL, LLC, a Delaware Corporation; SQUARE SEVEN MANAGEMENT, LLC, a Delaware Corporation; LIMITLESS SPECIALTY SERVICES ASSOCIATES, LLC; a Delaware Corporation; CZI SERVICES, LLC, aka CHAN ZUCKERBERG INITIATIVE, LLC, a Delaware Corporation; WEST STREET, LLC, a Delaware Corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES FOR:

- 1. DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ. ON THE BASIS OF RACE, SEX, AND/OR GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION;**
- 2. HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ. ON THE BASIS OF RACE, SEX, GENDER IDENTITY AND/OR EXPRESSION, SEXUAL ORIENTATION;**
- 3. UNLAWFUL RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
- 4. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN VIOLATION OF GOV'T CODE §12940(k);**
- 5. FOR DECLARATORY JUDGMENT;**
- 6. FAILURE TO PAY WAGES (CAL. LABOR CODE §§ 201, 1182.12, 1194, 1194.2)**
- 7. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§ 510, 1194)**
- 8. FAILURE TO PROVIDE REST PERIODS (CAL. LAB. CODE § 226.7)**

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- 9. FAILURE TO PROVIDE MEAL PERIODS
 - 10. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS (CAL. LABOR CODE § 226, ET SEQ.)
 - 11. WAITING TIME PENALTIES (CAL. LABOR CODE §§ 201-203)
 - 12. UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200)

7 [DEMAND FOR JURY TRIAL]

8 COMES NOW PLAINTIFF, MIA KING, and for causes of action against the Defendants and
9 each of them, alleges as follows:

10 **INTRODUCTION**

11 1. Throughout the course of her employment at Limitless Specialty Services, LLC, on
12 behalf of the Zuckerberg family along with the other identified corporate entities, from approximately
13 May 2018 through February 2019, Plaintiff Mia King was subjected to a continuing pattern of racial
14 and sexual harassment and discrimination by senior managers and personnel. Plaintiff is a Black
15 woman and member of the LGBTQ community, which made her a particularly susceptible target for
16 such abhorrent misconduct. Plaintiff endured comments intimating that she was not qualified for the
17 job and was only hired because of her race; defamatory and hyper-sexualized remarks about openly
18 homosexual coworkers, including herself; frequent comments that she was “ghetto,” a racially-
19 derogatory epithet; inflammatory slurs referencing women in the office, including “cunt” and “bitch”;
20 and inappropriate comments regarding her breasts. Plaintiff was also disciplined and retaliated against
21 for seeking overtime compensation for additional hours worked. Plaintiff repeatedly complained about
22 the hostile work environment and issues concerning her overtime to no avail. Instead, she was told that
23 “men are in power” at the office and was summarily terminated on February 19, 2019. Plaintiff has not
24 received the wages owed to her. Defendants’ egregious pattern of harassment and discrimination
25 caused Plaintiff severe emotional distress, which Plaintiff continues to struggle with today.

26 **JURISDICTION**

27 2. This Court has personal jurisdiction over Defendants because they are residents of
28 and/or do business in California.

3. Venue is proper in this Court in accordance with Section 395(a) of the California Code of Civil Procedure because (a) the Defendants, or some of them, reside in San Francisco County and/or (b) the injuries occurred in San Francisco County.

PARTIES

4. Plaintiff, MIA KING, (hereinafter referred to as “Plaintiff”), is and at all times relevant hereto was a resident of the State of California. Plaintiff is an African American woman and member of the LGBTQ¹ community. At all times herein mentioned, Plaintiff was entitled to the protection of Government Code §§ 12940, *et seq.*

5. Plaintiff is informed and believes that LIMITLESS SPECIALTY SERVICES ASSOCIATES, LLC (hereinafter referred to as “Limitless”) is a Delaware Corporation with members/partners/owners who are citizens of the State of California. On information and belief, LIMITLESS provided security services for the Zuckerberg family. Plaintiff is informed and believes that LIMITLESS manages and/or controls MPPR, ICONIQ, SQUARE SEVEN, WEST STREET, and CZI.

6. At all times herein, Defendant LIMITLESS was Plaintiff’s employer within the meaning of Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employed five (5) or more persons and are therefore subject to the jurisdiction of this court.

7. At all relevant times herein, Defendant LIMITLESS was Plaintiff’s employer within the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant LIAM BOOTH (hereinafter referred to as “BOOTH”) was, at all times relevant herein, an individual residing in the County of San Francisco, State of California, and was a supervisory or managerial employee of LIMITLESS or operated with the apparent authority of LIMITLESS. On information and belief, Booth was a manager and/or supervisor of LIMITLESS, acting as a managing agent for LIMITLESS; was acting within the course and scope of his employment, and on behalf of LIMITLESS such that his acts or omissions are imputed to LIMITLESS

¹ As used herein, “LGBTQ” refers to Lesbian, Gay, Bisexual, Transgender, and Queer (or Questioning).

1 under the doctrine of *respondeat superior*; or, alternatively, at all times relevant to this action,
2 LIMITLESS cloaked Booth with the appearance of actual authority, such that Plaintiff was justified in
3 relying thereon, and therefore his acts or omissions are imputed to LIMITLESS under the doctrine of
4 *respondeat superior*.

5 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times
6 relevant hereto, Defendant MPPR Associates, LLC (hereinafter referred to as “MPPR”) was and is a
7 California corporation. On information and belief, MPPR oversees property operations and
8 management for the Zuckerberg family and, at all times relevant hereto, acted as a joint employer of
9 Plaintiff. Plaintiff is informed and believes that MPPR has members/partners/owners who are citizens
10 of the State of California. On information and belief, MPPR manages and/or controls CZI, SQUARE
11 SEVEN, WEST STREET, LIMITLESS, and ICONIQ and, at all relevant times herein, acted as a joint
12 employer of Plaintiff.

13 10. Plaintiff is informed and believes that ICONIQ CAPITAL, LLC, (hereinafter referred
14 to as “ICONIQ”) is a Delaware Corporation with members/partners/owners who are citizens of the
15 State of California. On information and belief, ICONIQ provided human resource services to
16 LIMITLESS and, at all relevant times herein, acted as a joint employer of Plaintiff. Plaintiff is
17 informed and believes that ICONIQ manages and/or controls MPPR, LIMITLESS, SQUARE SEVEN,
18 WEST STREET, and CZI and, at all relevant times herein, acted as a joint employer of Plaintiff.

19 11. Plaintiff is informed and believes, and based thereupon alleges, that at all times
20 relevant hereto, Defendant MONICA MOORHOUSE (hereinafter referred to as “Moorhouse”) was, at
21 all times relevant herein, an individual residing in the County of San Francisco, State of California.
22 MOORHOUSE was employed by ICONIQ and acted as Human Resources for LIMITLESS, and
23 operated with the apparent authority of LIMITLESS and/or ICONIQ. On information and belief,
24 Moorhouse was a manager and/or supervisor of ICONIQ, acting as a managing agent for ICONIQ; was
25 acting within the course and scope of her employment, and on behalf of ICONIQ such that her acts or
26 omissions are imputed to ICONIQ under the doctrine of *respondeat superior*; or, alternatively, at all
27 times relevant to this action, ICONIQ cloaked Moorhouse with the appearance of actual authority, such
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1 that Plaintiff was justified in relying thereon, and therefore her acts or omissions are imputed to MPPR
2 under the doctrine of *respondeat superior*.

3 12. Plaintiff is informed and believes that SQUARE SEVEN MANAGEMENT, LLC,
4 (hereinafter referred to as “SQUARE SEVEN”) is a Delaware Corporation with
5 members/partners/owners who are citizens of the State of California. On information and belief,
6 SQUARE SEVEN manages and/or controls MPPR, LIMITLESS, CZI, WEST STREET, and ICONIQ
7 and, at all relevant times herein, acted as a joint employer of Plaintiff.

8 13. Plaintiff is informed and believes that WEST STREET, LLC (hereinafter referred to as
9 “WEST STREET”) is a Delaware Corporation with members/partners/owners who are citizens of the
10 State of California. On information and belief, WEST STREET manages and/or controls MPPR,
11 LIMITLESS, SQUARE SEVEN, CZI, and ICONIQ and, at all relevant times herein, acted as a joint
12 employer of Plaintiff.

13 14. Plaintiff is informed and believes that CZI SERVICES, LLC, aka CHAN
14 ZUCKERBERG INITIATIVE, LLC, (hereinafter referred to as “CZI”) is a Delaware Corporation with
15 members/partners/owners who are citizens of the State of California. On information and belief,
16 manages and/or controls MPPR, LIMITLESS, CZI, SQUARE SEVEN, WEST STREET, and ICONIQ
17 and, at all relevant times herein, acted as a joint employer of Plaintiff.

18 15. Plaintiff is informed and believes, and based thereupon alleges, that at all times
19 relevant hereto, Defendant MARK ZUCKERBERG was and is an individual resident of the County of
20 Santa Clara, State of California. On information and belief, ZUCKERBERG was the CEO and/or an
21 owner, director, officer, or managing agent of Defendant CZI; therefore his acts or omissions are
22 imputed to him under the A Fair Day’s Pay Act.

23 16. Plaintiff is informed and believes, and based thereupon alleges, that at all times
24 relevant hereto, Defendant PRISCILLA CHAN was the CEO and/or and is an individual resident of the
25 County of Santa Clara, State of California. On information and belief, CHAN was an owner, director,
26 officer, or managing agent of Defendant CZI; therefore her acts or omissions are imputed to her under
27 the A Fair Day’s Pay Act.

1 17. The A Fair Day's Pay Act amends the Labor Code and adds section 558.1, which
2 expressly defines "employer or other person acting on behalf of an employer" to include a "natural
3 person who is an owner, director, officer, or managing agent of the employer." As a result, an
4 employee is allowed to bring wage and hour claims against the corporate owners, directors, officers, or
5 managing agents (e.g., department supervisors, payroll managers, human resources managers, other
6 employees with the authority to transact on behalf of the business) who violate or cause to be violated
7 various wage and hour laws in the Labor Code and name them as individual defendants in a lawsuit. As
8 a result, individual corporate defendants are no longer immunized from personal liability for wage and
9 hour violations.

10 18. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of Defendants named herein as DOES 1 through 20, inclusive, are unknown to Plaintiff at this time and
12 therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
13 Complaint to insert the true names and capacities of said Defendants when the same become known to
14 Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously
15 named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff
16 as alleged hereinafter.

17 19. MPPR, LIMITLESS, WEST STREET, ICONIQ, SQUARE SEVEN, CZI, BOOTH,
18 MOORHOUSE, ZUCKERBERG, CHAN, and DOES 1 through 20 are referred to collectively as the
19 "Defendants."

20 20. MPPR, LIMITLESS, WEST STREET, ICONIQ, SQUARE SEVEN, and CZI are
21 hereinafter referred to as "Corporate Defendants."

22 21. Plaintiff is informed and believes, and based thereupon alleges, that at all times
23 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
24 supervisors, coconspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the
25 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
26 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
27 and/or joint venture and with the permission and consent of each of the other Defendants.

1 22. Whenever and wherever reference is made in this Complaint to any act or failure to act
2 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
3 and/or failures to act by each Defendant acting individually, jointly and severally.

4 23. On December 17, 2019, Plaintiff filed complaints under Government Code §§12940, et
5 seq., the California Fair Employment and Housing Act (hereinafter referred to as the “FEHA”) with the
6 California Department of Fair Employment and Housing (hereinafter referred to as the “DFEH”), and
7 has satisfied his administrative prerequisites with respect to these and all related filings. As a result, on
8 April 6, 2021, Plaintiff received a Notice of Case Closure and Right to Sue Letter from the DFEH.
9 Plaintiff thereafter amended her DFEH complaint on August 12, 2021. As stated in the amended Right-
10 to-Sue letter, the amended DFEH complaint is deemed to have the same filing date as the original
11 DFEH complaint per California Code of Regulations, Tit. 2 § 10022.

12 **ALTER EGO, AGENCY AND JOINT EMPLOYER**

13 24. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
14 unity of interest and ownership between Defendants and DOES 1 through 20 that the individuality and
15 separateness of Defendants have ceased to exist.

16 25. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
17 of purported corporate existence, Defendants and DOES 1 through 20 are, in reality, one and the same
18 as Defendants, including, but not limited to because:

19 a. Defendants are completely dominated and controlled by DOES 1 through 20, who
20 personally committed the frauds and violated the laws as set forth in this complaint, and who have
21 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
22 some other wrongful or inequitable purpose.

23 b. DOES 1 through 20 derive actual and significant monetary benefits by and
24 through Defendants’ unlawful conduct, and by using Defendants as the funding source for their own
25 personal expenditures.

26 c. Plaintiff is informed and believes that Defendants and DOES 1 through 20, while
27 really one and the same, were segregated to appear as though separate and distinct for purposes of
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1 perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
2 purpose.

3 d. Plaintiff is informed and believes that Defendants do not comply with all requisite
4 corporate formalities to maintain a legal and separate corporate existence.

5 e. Plaintiff is informed and believes, and based thereon alleges, that the business
6 affairs of Defendants and DOES 1 through 20 are, and at all times relevant were, so mixed and
7 intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion.
8 Defendants are, and at all times relevant hereto was, used by DOES 1 through 20 as a mere shell and
9 conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES 1
10 through 20. The recognition of the separate existence of Defendants would not promote justice, in that it
11 would permit Defendants to insulate themselves from liability to Plaintiff for violations of the
12 Government Code, Civil Code, Labor Code, and other statutory violations. The corporate existence of
13 Defendants and DOES 1 through 20 should be disregarded in equity and for the ends of justice because
14 such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

15 26. Accordingly, Defendants constitute the alter ego of DOES 1 through 20, and the fiction
16 of their separate corporate existence must be disregarded.

17 27. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
18 thereon alleges that Defendants and DOES 1 through 20 are Plaintiff's joint employers by virtue of a
19 joint enterprise, and that Plaintiff was an employee of Defendants and DOES 1 through 20. Plaintiff
20 performed services for each and every one of Defendants, and to the mutual benefit of all Defendants,
21 and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the
22 manner in which Defendants' business was and is conducted.

23 **FACTUAL ALLEGATIONS**

24 **Plaintiff Endures a Hostile Work Environment as a Black Woman and**

25 **Member of the LGBTQ Community**

26 28. On or about May 21, 2018, Plaintiff was hired as a Security Operations Assistant, a
27 non-exempt position, for LIMITLESS.

28 29. Plaintiff was required to report directly to BOOTH.

1 30. From the moment she started working for LIMITLESS, Plaintiff was immediately
2 exposed to abject harassment, discrimination, and a hostile work environment as a member of the
3 LGBTQ community and as a Black woman at the hands of her direct supervisor, BOOTH.

4 31. BOOTH regularly made comments intimating that Plaintiff did not deserve the position
5 she was hired for, lamenting about the CZI diversity initiative that purportedly required him to hire a
6 Black woman. BOOTH criticized Plaintiff's natural hair style as "unprofessional" and also regularly
7 referred to Plaintiff, and other Black individuals, as "ghetto." On multiple occasions, BOOTH made
8 remarks about "white genes" and complained that Meghan Markle polluted the royal bloodline.
9 Plaintiff reasonably interpreted BOOTH's remarks as demonstrating a bias against Black individuals.

10 32. When not complaining about hiring a Black woman, BOOTH repeatedly invoked other
11 negative, racially-derogatory stereotypes about other employees. BOOTH blamed CHAN for a car
12 accident, while pulling back his eye lids and commenting that Asian women are notoriously bad
13 drivers while doing so. Plaintiff reasonably understood BOOTH's statements as overtly hostile toward
14 non-white employees.

15 33. BOOTH frequently made inappropriate, overtly-sexualized comments directed at
16 openly homosexual employees in Plaintiff's presence. BOOTH mockingly imitated another gay male
17 employee; he adopted a so-called "lisp" and paraded around with a limp wrist. BOOTH, on at least one
18 occasion, referred to this homosexual employee as a "fag." BOOTH further questioned this employee's
19 masculinity and asked whether this employee was the "man or woman" or the "top or bottom" in his
20 sexual relations. Plaintiff, a member of the LGBTQ community, was personally and reasonably
21 offended by such homophobic remarks made in her presence.

22 34. BOOTH also frequently targeted women. BOOTH often referred to other women as
23 "cunt[s]" and "bitches" in Plaintiff's presence. He degraded women's physical appearance, referring to
24 female employees as "unfuckable . . . fat bitch[es]."

25 35. Plaintiff was also repeatedly propositioned by another employee. This employee
26 approached Plaintiff in an overly personal manner and inquired about Plaintiff's sexual orientation.

1 36. Plaintiff was concerned for her job security because of BOOTH's unabashed sexism. In
2 or around July 2018, BOOTH discussed Plaintiff's salary and commented that women should not be
3 paid the same as men, particularly in security roles.

4 37. Plaintiff immediately complained each time she witnessed and/or was exposed to
5 homophobic, sexist, and racist conduct. She was ignored and BOOTH continued his distasteful tirades.

6 38. Defendants Fail to Pay Plaintiff Missed Meal and Rest Breaks, and Overtime

7 39. In addition to the hostile work environment she was exposed to, Plaintiff began
8 working overtime for which she never received compensation. BOOTH was aware of Plaintiff's
9 overtime hours. Indeed, Plaintiff often worked overtime to perform various administrative tasks for
10 BOOTH directly. BOOTH often provided Plaintiff with tasks and assignments to complete during the
11 weekend. Despite knowing of Plaintiff's additional work, BOOTH refused to pay Plaintiff for her work
12 in part because she was a "colored" woman.

13 40. Defendants further failed to provide Plaintiff with uninterrupted thirty (30) minute
14 meal periods for every day she worked more than five (5) hours or a second meal period for every day
15 on which she worked more than ten (10) hours throughout Plaintiff's employment. Defendants failed to
16 provide Plaintiff uninterrupted ten (10) minute rest periods for every day on which she worked more
17 than three-and-a-half (3 ½ hours), a second rest period for every day on which she worked more than
18 six (6) hours, or a third rest period for every day on which she worked more than ten (10) hours.

19 41. Plaintiff Complains, but the Harassment Continues

20 42. In or around August 2018, Plaintiff complained to MOORHOUSE about BOOTH's
21 racist, sexist, and homophobic comments. MOORHOUSE, acting under the apparent authority of
22 ICONIQ as LIMITLESS's Human Resources, failed to take any action. Plaintiff was forced to continue
23 working under BOOTH's direct supervision. On information and belief, no action was taken to address
24 Plaintiff's initial complaints.

25 43. BOOTH thereafter commented that he found Plaintiff's breasts distracting. Plaintiff
26 was uncomfortable with BOOTH's remarks and changed clothes to avoid BOOTH's attention.

27 44. MOORHOUSE, having heard about BOOTH's comment regarding Plaintiff's breasts,
28 thereafter approached Plaintiff and directed Plaintiff to the conference room. While there,

1 MOORHOUSE then informed Plaintiff that she needed to “act accordingly” because “men are in
2 leadership here, men are in power.” Rather than investigate a supervisor’s inappropriate comments
3 about a female employee’s breasts, MOORHOUSE condoned and ratified BOOTH’s sexual
4 harassment.

5 45. In or around September 2018, Plaintiff again spoke with MOORHOUSE to follow up
6 on her prior complaint against BOOTH. MOORHOUSE made no efforts to investigate and/or respond
7 to Plaintiff’s complaint; she merely commented that she did not believe Plaintiff’s allegations.

8 46. Plaintiff thereafter escalated her complaints to another supervisor at ICONIQ, but no
9 action was taken and the harassment continued.

10 47. During a meeting, Plaintiff was asked whether her breasts were “real” by another
11 female employee.

12 48. In December 2018, Plaintiff again attempted to raise complaints with ICONIQ
13 supervisors and managers. Plaintiff complained about the hostile work environment and the lack of
14 response from MOORHOUSE regarding Plaintiff’s prior complaints. Her complaints were ignored and
15 Plaintiff was instructed to speak with her harassers directly about their misconduct.

16 49. Plaintiff Experiences Severe Retaliation

17 50. In January 2019, Plaintiff met with BOOTH for a performance evaluation. BOOTH
18 praised Plaintiff’s work, but refused to approve Plaintiff’s overtime requests for work previously
19 completed. BOOTH thereafter criticized several employees for reporting the inappropriate comments
20 he had made and had even threatened to “shoot” one such employee. Plaintiff understood she faced
21 severe retaliation for the prior complaints she had raised to ICONIQ.

22 51. On February 14, 2019, BOOTH issued a formal disciplinary write-up against Plaintiff
23 for purported insubordination. Plaintiff was also disciplined for her supposed lack of discretion in
24 reporting BOOTH’s homophobic, sexist, and racist comments to the other employees similarly
25 disparaged most often by BOOTH.

26 52. On February 19, 2019, Plaintiff complained to ICONIQ about BOOTH’s blatant
27 retaliation. Plaintiff received a response the very same day: her claims of retaliation were
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1 unsubstantiated. On information and belief, ICONIQ failed to perform any investigation of Plaintiff's
2 substantive complaints.

3 53. On February 20, 2019, Plaintiff was terminated.

4 54. On February 21, 2019, Plaintiff received her final paycheck. However, Plaintiff was
5 never compensated for the overtime hours.

6 55. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
7 Defendants' officers and/or managing agents, including, but not limited to those identified herein as
8 DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create
9 policy for Defendants. The aforementioned conduct of said managing agents and individuals was
10 therefore ratified and undertaken on behalf of Defendants. Defendants further had advance knowledge
11 of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and
12 approved by managing agents whose precise identities are unknown to Plaintiff at this time and are
13 therefore identified and designated herein as DOES 1 through 20, inclusive.

14 56. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer
15 general and special damages, including severe and profound pain and emotional distress, anxiety,
16 depression, tension, and other physical ailments, as well as medical expenses, expenses for
17 psychological counseling and treatment, and past and future lost wages and benefits.

18 57. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
19 commissions, and benefits.

20 58. Plaintiff claims general damages for emotional and mental distress and aggravation in a
21 sum in excess of the jurisdictional minimum of this court.

22 59. Because the acts taken toward Plaintiff were carried out by managerial employees
23 acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's
24 rights and in order to injure and damage her, Plaintiff requests that punitive damages be levied against
25 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

1 **FIRST CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§ 12940 *ET SEQ.***
4 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

5 60. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
6 though fully set herein.

7 61. At all times hereto, the FEHA was in full force and effect and was binding upon
8 Defendants and each of them.

9 62. As such term is used under FEHA, “on the bases enumerated in this part” means or
10 refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

11 63. FEHA requires Defendants to refrain from discriminating against an employee on the
12 basis of race, gender identity or expression, sex – gender, and sexual orientation from occurring.

13 64. Plaintiff was a member of multiple protected classes as a Black woman and member of
14 the LGBTQ community.

15 65. At all times relevant hereto, Plaintiff was performing competently in the position she
16 held with Defendants.

17 66. Plaintiff suffered the adverse employment actions of formal discipline, discrimination,
18 harassment, retaliation, denied a work environment free of discrimination and/or retaliation, denied
19 work opportunities or assignments, termination and was harmed thereby.

20 67. Plaintiff is informed and believes that her ancestry, association with a member of a
21 protected class, race, gender identity or expression, sex – gender and sexual orientation, and/or some
22 combination of these protected characteristics under Government Code §12926(j) were motivating
23 reasons and/or factors in the decisions to subject Plaintiff to the aforementioned adverse employment
24 actions.

25 68. Said conduct violates the FEHA, and such violations were proximate causes in
26 Plaintiff's damage as stated below.

27 69. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE
28 SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and

1 substantially encouraged the unlawful discrimination committed by LIMITLESS, and/or the individual
2 Defendants who were directors, managers, and supervisors of Corporate Defendants.

3 70. The damage allegations above, inclusive, are herein incorporated by reference.

4 71. The foregoing conduct of Defendants individually, or by and through their managing
5 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by
6 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
7 cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by
8 threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as
9 to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
10 punitive damages in an amount appropriate to punish or make an example of Defendants.

11 72. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
12 attorneys' fees and costs, including expert fees pursuant to the FEHA.

13 **SECOND CAUSE OF ACTION**

14 **BY PLAINTIFF**

15 **FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

16 **AGAINST MOORHOUSE, BOOTH, CORPORATE DEFENDANTS,**

17 **AND DOES 1 THROUGH 20, INCLUSIVE**

18 73. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
19 though fully set herein.

20 74. At all times hereto, the FEHA was in full force and effect and was binding upon
21 Defendants and each of them.

22 75. As such term is used under FEHA, "on the bases enumerated in this part" means or
23 refers to harassment on the bases of one or more of the protected characteristics under FEHA.

24 76. These laws set forth in the preceding paragraph require Defendants to refrain from
25 harassing, or creating, or maintaining a hostile work environment against an employee based upon
26 race, gender identity or expression, sex – gender and sexual orientation, as set forth hereinabove, which
27 includes an obligation to protect its employees from third party harassment to which the employee is
28 subjected at work.

1 77. Defendants' harassing conduct was severe or pervasive, was unwelcome by Plaintiff,
2 and a reasonable person in Plaintiff's circumstances would have considered the work environment to
3 be hostile or abusive.

4 78. Defendants violated the FEHA and the public policy of the State of California which is
5 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of her
6 race, gender identity or expression, sex – gender and sexual orientation from occurring and/or some
7 combination of these protected characteristics, as set forth hereinabove.

8 79. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE
9 SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and
10 substantially encouraged the unlawful discrimination committed by LIMITLESS, and/or the individual
11 Defendants who were directors, managers, and supervisors of Corporate Defendants.

12 80. The above said acts were perpetrated upon Plaintiff by supervisors, and/or Defendants
13 knew or should have known of the conduct but failed to take immediate and appropriate corrective
14 action.

15 81. The above said acts of Defendants constitute violations of the FEHA and violations of
16 the public policy of the State of California. Such violations were proximate causes in Plaintiff's
17 damage as stated below.

18 82. The damage allegations above, inclusive, are herein incorporated by reference.

19 83. The foregoing conduct of Defendants individually, or by and through their managing
20 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by
21 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
22 cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by
23 threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as
24 to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive
25 damages in an amount appropriate to punish or make an example of Defendants.

26 84. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
27 attorneys' fees and costs, including expert fees pursuant to the FEHA.

1 **THIRD CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§ 12940 *ET SEQ.***

4 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

5 85. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
6 though fully set herein.

7 86. At all times hereto, the FEHA was in full force and effect and was binding upon
8 Defendants and each of them.

9 87. These laws set forth in the preceding paragraph require Defendants to refrain from
10 retaliating against an employee for engaging in protected activities.

11 88. Plaintiff engaged in the protected activities of exercising her right of protesting
12 Defendants' discriminatory and harassing conduct towards Plaintiff based upon race, gender identity or
13 expression, sex – gender and sexual orientation.

14 89. Plaintiff suffered the adverse employment action of discrimination, harassment,
15 retaliation, demoted, denied a work environment free of discrimination and/or retaliation, denied work
16 opportunities or assignments, discipline, termination and was harmed thereby.

17 90. Plaintiff is informed and believes that her exercise of her right to protest Defendants'
18 discriminatory conduct towards Plaintiff was the motivating reason and/or factor in the decisions to
19 subject her to the aforementioned adverse employment actions.

20 91. Defendants violated the FEHA by retaliating against Plaintiff and terminating her for
21 attempting to exercise her protected rights, as set forth hereinabove.

22 92. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
23 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or
24 at the direction of, each other Defendant and the other Managers.

25 93. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE
26 SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and
27 substantially encouraged the unlawful discrimination committed by LIMITLESS, and/or the individual
28 Defendants who were directors, managers, and supervisors of Corporate Defendants.

1 94. The above said acts of Defendants constitute violations of the FEHA, and were
2 proximate cause in Plaintiff's damage as stated below.

3 95. The foregoing conduct of Defendants individually, or by and through their managing
4 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by
5 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
6 cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
7 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an
8 amount appropriate to punish or make an example of Defendants.

9 96. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
10 attorneys' fees and costs, including expert fees pursuant to the FEHA.

11 **FOURTH CAUSE OF ACTION**

12 **BY PLAINTIFF**

13 **FOR FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION**

14 **IN VIOLATION OF GOV'T CODE § 12940(k)**

15 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

16 97. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
17 though fully set herein.

18 98. At all times hereto, the FEHA, including in particular Government Code §12940(k),
19 was in full force and effect and was binding upon Defendants. This subsection imposes a duty on
20 Defendants to take all reasonable steps necessary to prevent discrimination, harassment and retaliation
21 from occurring. As alleged above, Defendants violated this subsection and breached their duty by
22 failing to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from
23 occurring.

24 99. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE
25 SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and
26 substantially encouraged the unlawful discrimination committed by LIMITLESS, and/or the individual
27 Defendants who were directors, managers, and supervisors of Corporate Defendants.

100. The above said acts of Defendants constitute violations of the FEHA, and were proximate causes in Plaintiff's damage as stated below.

101. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

102. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

FIFTH CAUSE OF ACTION

BY PLAINTIFF

FOR DECLARATORY JUDGMENT

AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE

103. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

104. Government Code §12920 sets forth the public policy of the State of California as follows:

It is hereby declared as the public policy of this state that it is necessary to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

It is recognized that the practice of denying employment opportunity and discriminating in the terms of employment for these reasons foments domestic strife and unrest, deprives the state of the fullest utilization of its capacities for development and advancement, and substantially and adversely affects the interests of employees, employers, and the public in general.

Further, the practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in housing accommodations is declared to be against public policy.

1 It is the purpose of this part to provide effective remedies that will
2 eliminate these discriminatory practices.

3 This part shall be deemed an exercise of the police power of the state for
4 the protection of the welfare, health, and peace of the people of this state.

5 105. Government Code §12920.5 embodies the intent of the California legislature and
6 states:

7 In order to eliminate discrimination, it is necessary to provide effective
8 remedies that will both prevent and deter unlawful employment practices
9 and redress the adverse effects of those practices on aggrieved persons. To
10 that end, this part shall be deemed an exercise of the Legislature's
11 authority pursuant to Section 1 of Article XIV of the California
12 Constitution.

13 106. Moreover, Government Code §12921, subdivision (a) says in pertinent part:

14 The opportunity to seek, obtain, and hold employment without
15 discrimination because of race, religious creed, color, national origin,
16 ancestry, physical disability, mental disability, medical condition, genetic
17 information, marital status, sex, gender, gender identity, gender
18 expression, age, or sexual orientation is hereby recognized as and declared
19 to be a civil right.

20 107. An actual controversy has arisen and now exists between Plaintiff and Defendants
21 concerning their respective rights and duties as it is believed that Defendants may allege that they did
22 not discriminate, harass or retaliate against Plaintiff; that Plaintiff was not terminated as a result of
23 engagement in race, gender identity or expression, sex – gender and sexual orientation and/or some
24 combination of these protected characteristics. Plaintiff contends that Defendants did discriminate,
25 harass and retaliate against her based upon race, gender identity or expression, sex – gender and sexual
26 orientation, and/or some combination of these protected characteristics; and that she was ultimately
27 wrongfully terminated as a result of these protected characteristics. Plaintiff is informed and believes,
28 and on that basis alleges, that Defendants shall dispute Plaintiff's contentions.

108. Pursuant to Code of Civil Procedure § 1060, Plaintiff desires a judicial determination
of her rights and duties, and a declaration that Defendants discriminated against her based upon her
race, gender identity or expression, sex – gender and sexual orientation, and/or some combination of
these protected characteristics.

109. Pursuant to Code of Civil Procedure § 1060, Plaintiff desires a judicial determination
of her rights and duties, and a declaration that Defendants harassed her based upon race, gender

1 identity or expression, sex – gender and sexual orientation, and/or some combination of these protected
2 characteristics.

3 110. Pursuant to Code of Civil Procedure § 1060, Plaintiff seeks a judicial determination of
4 her rights and duties, and a declaration that her race, gender identity or expression, sex – gender and
5 sexual orientation, and/or some combination of these protected characteristics were substantial
6 motivating factors in the decisions to subject him to the aforementioned adverse employment actions.

7 111. A judicial declaration is necessary and appropriate at this time under the circumstances
8 in order that Plaintiff, for himself and on behalf of employees in the State of California and in
9 conformity with the public policy of the State, obtain a judicial declaration of the wrongdoing of
10 Defendants and to condemn such discriminatory employment policies or practices prospectively.
11 *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203.

12 112. A judicial declaration is necessary and appropriate at this time such that Defendants
13 may also be aware of their obligations under the law to not engage in discriminatory practices and to
14 not violate the law in the future.

15 113. Government Code § 12965(b) provides that an aggrieved party, such as Plaintiff
16 herein, may be awarded reasonable attorney's fees and costs: "In civil actions brought under this
17 section, the court, in its discretion, may award to the prevailing party, including the department,
18 reasonable attorney's fees and costs, including expert witness fees." Such fees and costs expended by
19 an aggrieved party may be awarded for the purpose of redressing, preventing, or deterring
20 discrimination and harassment.

21 **SEVENTH CAUSE OF ACTION**

22 **BY PLAINTIFF**

23 **FAILURE TO PAY WAGES DUE**

24 **AGAINST CORPORATE DEFENDANTS, ZUCKERBERG, CHAN,**

25 **AND DOES 1 THROUGH 20, INCLUSIVE**

26 114. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
27 though fully set herein.

115. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and required by 8 Code of Regulations §11150(3)(C), as set forth hereinabove. As alleged herein, Plaintiff was not paid overtime premium compensation, an additional hour compensation at her regularly hourly rate for each day on which he was not provided a statutory rest/meal period, and all wages for hours worked beyond eight in a day.

116. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code § 510, 8 Code of Regulations § 11150, and Industrial Welfare Commission Order No. 4-2001.

117. Plaintiff has been deprived of her rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

BY PLAINTIFF

FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§ 510, 1194)

AGAINST CORPORATE DEFENDANTS, ZUCKERBERG, CHAN,

AND DOES 1 THROUGH 20, INCLUSIVE

118. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

119. Labor Code § 510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of twelve hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week, and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

120. Labor Code § 558(a) requires that any person acting on behalf of an employer who violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code § 558(a) for each subsequent

1 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each underpaid
2 employee for each pay period for which the employee was underpaid in addition to an amount
3 sufficient to recover the underpaid wages.

4 121. At all relevant times, Defendants required Plaintiff to work more than eight hours per
5 day and/or more than 40 hours per workweek. Plaintiff estimates she worked approximately 100 hours
6 of overtime. Plaintiff should have been compensated for this time at 1.5 times Plaintiff's hourly wage.

7 122. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
8 compensation required by Labor Code § 510, 8 Code of Regulations §11150, and Industrial Welfare
9 Commission Order No. 4-2001.

10 123. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
11 Code § 510, 8 Code Regulations §11150, and Industrial Welfare Commission Order No. 4-2001.

12 124. In addition to the above withheld overtime wages, Plaintiff is entitled to civil penalties
13 in this amount stated above based upon Defendant's underpayment of overtime wages. Defendants
14 violated Labor Code § 558 on each of the past approximate 58 pay periods, the first of which
15 Defendants are penalized \$50.00, and the remainder of which Defendants are penalized \$100.00 each.

16 125. Plaintiff has been deprived of her rightfully earned overtime compensation as a direct
17 and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
18 recover such amounts, plus interest thereon, attorneys' fees, and costs.

19 **NINTH CAUSE OF ACTION**

20 **BY PLAINTIFF**

21 **FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE § 226.7)**

22 **AGAINST CORPORATE DEFENDANTS, ZUCKERBERG, CHAN,**

23 **AND DOES 1 THROUGH 20, INCLUSIVE**

24 126. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
25 though fully set herein.

26 127. Labor Code § 226.7 requires an employer to provide every employee with an
27 uninterrupted rest period of not less than ten minutes, for every period worked in excess of three-and-a-
28 half (3 ½) hours; a second uninterrupted rest period of not less than ten minutes for every period

1 worked in excess of six (6) hours, and a third uninterrupted rest period of not less than ten minutes for
2 every period worked in excess of ten hours in a day.

3 128. From May 2018 through February 2019, Plaintiff regularly worked in excess of three-
4 and-a-half hours per day without being provided a rest period in which he was relieved of all duties for
5 at least ten minutes, in excess of six hours in a day without being provided a second rest period in
6 which he was relieved of all duties for at least ten minutes, and in excess of ten hours in a day without
7 being provided a third rest period in which she was relieved of all duties for at least ten minutes.

8 129. As alleged herein, Plaintiff is not exempt from the rest breaks requirements of 8 Code
9 of Regulations §11150 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff
10 is owed one hour of pay at her regular hourly rate for each day that she was denied such rest periods.

11 130. Plaintiff is also entitled to recover penalties pursuant to Labor Code §226.7(b), plus
12 interest thereon and costs of sui

13 **TENTH CAUSE OF ACTION**

14 **BY PLAINTIFF**

15 **FAILURE TO PROVIDE MEAL PERIODS**

16 **AGAINST CORPORATE DEFENDANTS, ZUCKERBERG, CHAN,**

17 **AND DOES 1 THROUGH 20, INCLUSIVE**

18 131. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
19 though fully set herein.

20 132. Labor Code § 226.7 requires an employer to provide every employee with a meal
21 period in which they are relieved of all duties for at least thirty minutes for every period worked in
22 excess of five hours and a second uninterrupted meal period of not less than thirty minutes for every
23 period worked in excess of ten hours.

24 133. From May 2018 through on or about February 2019, Plaintiff regularly worked in
25 excess of five hours per day without being provided a meal period in which she was relieved of all
26 duties for at least thirty minutes and in excess of ten hours in a day without being provided a second
27 meal period in which he was relieved of all duties for at least thirty minutes.

1 134. As alleged herein, Plaintiff is not exempt from the rest breaks requirements of 8 Code
2 of Regulations §11150 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff
3 is owed one hour of pay at her regular hourly rate for each day that she was denied such meal periods.

4 135. Plaintiff is also entitled to recover penalties pursuant to Labor Code §226.7(b), plus
5 interest thereon and costs of suit.

6 **ELEVENTH CAUSE OF ACTION**

7 **BY PLAINTIFF**

8 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

9 **(CAL LAB. CODE § 226, ET SEQ.)**

10 **AGAINST CORPORATE DEFENDANTS, ZUCKERBERG, CHAN,**

11 **AND DOES 1 THROUGH 20, INCLUSIVE**

12 136. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
13 though fully set herein.

14 137. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-
15 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
16 total deductions and net wages earned. An employer who violates these code sections is liable to its
17 employees for the greater of actual damages suffered by the employee, or \$50 in civil penalties for the
18 initial pay period in which a violation occurred, and \$100 per employee for each subsequent pay
19 period, up to a statutory maximum of \$4,000.00. In addition thereto, pursuant to Labor Code § 226.3,
20 an employer who willfully violates Labor Code § 226 is subject to a \$250 civil penalty for the initial
21 pay period in which a violation occurred, and \$1,000 per employee for each subsequent pay period,
22 with no maximum.

23 138. At all relevant times, Defendants failed to provide the Plaintiff with timely and
24 accurate wage and hour statements showing gross wages earned, total hours worked, all deductions
25 made, net wages earned, the name and address of the legal entity employing Plaintiff, and all
26 applicable hours and rates in effect during each pay period and the corresponding number of hours
27 worked at each hourly rate by Plaintiff. Defendants knowingly and intentionally, not inadvertently,
28 failed to provide Plaintiff with such paystubs.

1 139. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code § 226.

2 140. This failure has injured Plaintiff, by misrepresenting and depriving her of hour, wage,
3 and earnings information to which she is entitled, causing her difficulty and expense in attempting to
4 reconstruct time and pay records, causing her not to be paid wages she is entitled to, causing her to rely
5 on inaccurate earnings statements in dealings with third parties, eviscerating his right under Labor
6 Code § 226(b) to review itemized wage statement information by inspecting the employer's underlying
7 records, and deceiving her regarding her entitlement to overtime and rest period wages.

8 141. From May 2018 through on or about February 2019, approximately 43 weeks, Plaintiff
9 was paid bi-weekly, and therefore Defendants violated Labor Code § 226 approximately 22 times
10 during this time period. Consequently, Defendants are liable to Plaintiff for \$4,000.00, the statutory
11 maximum, in damages for her injuries.

12 142. This failure has injured Plaintiff, by misrepresenting and depriving her of hour, wage,
13 and earnings information to which she is entitled, causing her difficulty and expense in attempting to
14 reconstruct time and pay records, causing her not to be paid wages she is entitled to, causing her to rely
15 on inaccurate earnings statements in dealings with third parties, eviscerating her right under Labor
16 Code §226(b) to review itemized wage statement information by inspecting the employer's underlying
17 records, and deceiving her regarding her entitlement to overtime, and rest period wages, and causing
18 Plaintiff actual injuries in excess of the \$4,000.00 statutory maximum to be shown according to proof
19 at trial.

20 143. In addition thereto, Plaintiff is entitled civil penalties pursuant to Labor Code § 226.3.
21 Based on Defendants' conduct as alleged herein, Defendants are liable for damages and statutory
22 penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.4, and other
23 applicable provisions, as well as attorneys' fees and costs.

1 **TWELFTH CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **WAITING TIME PENALTIES (CAL LABOR CODE §§ 201-203)**

4 **AGAINST CORPORATE DEFENDANTS, ZUCKERBERG, CHAN,**

5 **AND DOES 1 THROUGH 20, INCLUSIVE**

6 144. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
7 though fully set herein.

8 145. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
9 other compensation due immediately upon termination or within seventy-two hours of resignation, as
10 required. These wages refer to, at a minimum, unpaid wages, overtime compensation, and rest period
11 compensation that Defendants should have paid, but did not pay to Plaintiff during the term of her
12 employment and which were, at the latest, due within the time restraints of Labor Code §§ 201-203.

13 146. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§ 201-
14 203.

15 147. As a direct and proximate result of Defendants' willful failure to pay these wages,
16 Plaintiff is entitled to payment of her overtime and rest periods as previously pleaded herein, and wait
17 time penalties.

18 148. Based on Defendants' conduct as alleged herein, Defendants are liable for statutory
19 penalties pursuant to Labor Code § 203 and other applicable provisions, as well as attorneys' fees and
20 costs.

21 **THIRTEENTH CAUSE OF ACTION**

22 **BY PLAINTIFF**

23 **UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200)**

24 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

25 149. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
26 though fully set herein.

27 150. Defendants' violations of 8 Code of Regulations §11150, Industrial Welfare
28 Commission Order No. 4-2001, Labor Code §§ 201, 203, 226, 226.7, 510, 512, and other applicable

1 provisions, as alleged herein, including Defendant's maintenance of unlawful harassing,
2 discriminatory, and retaliatory workplace policies and practices; Defendants' failure and refusal to pay
3 wages, overtime wages; Defendants' failure to provide rest breaks; Defendants' failure to provide
4 timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely
5 manner upon termination or resignation, and Defendants' failure to maintain complete and accurate
6 payroll records for the Plaintiff, constitute unfair business practices in violation of Business &
7 Professions Code §§ 17200, et seq.

8 151. As a result of Defendants' unfair business practices, Defendants have reaped unfair
9 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
10 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

11 152. Defendants' unfair business practices entitle Plaintiff to seek preliminary and
12 permanent injunctive relief, including but not limited to orders that the Defendants account for,
13 disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits
14 unlawfully withheld from her.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff seeks judgment against Defendants and DOES 1 through 20, each of
17 them, in an amount according to proof, as follows:

18 1. For a money judgment representing compensatory damages including lost wages,
19 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
20 together with interest on these amounts; for other special damages; and for general damages for mental
21 pain and anguish and emotional distress in an amount to be proven at trial;

22 2. For prejudgment interest on each of the foregoing at the legal rate from the date the
23 obligation became due through the date of judgment in this matter;

24 3. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
25 condemning Defendants' discriminatory practices;

26 4. For injunctive relief barring Defendants' discriminatory employment policies and
27 practices in the future and reinstating Plaintiff to his position;
28

- 1 5. For payment of unpaid overtime compensation pursuant to Labor Code §§ 510, 558, and
2 Industrial Welfare Commission Order No. 4-2001, in an amount to be proven at trial;
- 3 6. For payment of rest period compensation pursuant to Labor Code § 226.7, in an amount
4 to be proven at trial;
- 5 7. For statutory penalties or damages pursuant to Labor Code § 558(a), in an amount to be
6 proven at trial;
- 7 8. For statutory penalties or damages pursuant to Labor Code § 226 in the amount of no less
8 than \$4,000.00;
- 9 9. For statutory penalties or damages pursuant to Labor Code § 226.3 in an amount to be
10 proven at trial;
- 11 10. For statutory penalties pursuant to Labor Code § 2699(f), in the amount to be determined
12 at the time of trial;
- 13 11. For waiting time penalties pursuant to Labor Code §§ 201-203 in an amount to be proven
14 at trial;
- 15 12. For statutory penalties pursuant to Labor Code § 1198.5, for no less than \$750.00; and
- 16 13. For statutory penalties pursuant to Labor Code § 226(c)(f), for no less than \$750.00.

17 **WHEREFORE**, Plaintiff seeks judgment against Defendants and DOES 1 through 20, each of
18 them, as follows:

- 19 1. For punitive damages, pursuant to Civil Code §3294 in an amount sufficient to punish
20 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future, as to all
21 Defendants;
- 22 2. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, the Labor
23 Code, the Civil Code, and/or any other basis, as to all Defendants;

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- 1 3. For post-judgment interest, as to all Defendants; and
2 4. For any other relief that is just, proper, and herein pleaded, as to all Defendants.
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4
5

6 DATED: September 20, 2021

EMPLOYEE JUSTICE LEGAL GROUP, P.C.


7 By: 
8 Kaveh S. Elihu, Esq.
9 Colleen M. Mullen, Esq.
Attorneys for Plaintiff

10 **JURY TRIAL DEMANDED**

11 Plaintiff demands trial of all issues by jury.

12 DATED: September 20, 2021

EMPLOYEE JUSTICE LEGAL GROUP, P.C.

13 By: 
14 Kaveh S. Elihu, Esq.
15 Colleen M. Mullen, Esq.
Attorneys for Plaintiff
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