

JUSTICE FOR WORKERS, P.C.
Young K. Park SB# 287589
E-Mail: young@justiceforworkers.com
Mariam Karkashadze SB# 346374
E-Mail: mariam@justiceforworkers.com
9575 Bolsa Ave
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff,
Cecilia Morales

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 10/14/2024 11:23 AM
By: M. Narvaez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO

CECILIA MORALES, an individual;

Plaintiff,

vs.

YMCA OF THE EAST BAY SUPPORT
FOUNDATION, a California Nonprofit
Corporation; and DOES 1 through 50,

Defendants.

Case No.: CV2024-2653

COMPLAINT FOR DAMAGES

- (1) FAILURE TO PROVIDE SPLIT SHIFT PREMIUM PAY
- (2) DISABILITY DISCRIMINATION
- (3) FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF FEHA
- (4) FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS
- (5) FAILURE TO PREVENT HARASSMENT, DISCRIMINATION OR RETALIATION
- (6) RETALIATION IN VIOLATION OF THE FEHA
- (7) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
- (8) FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS
- (9) FAILURE TO PAY COMPENSATION DUE UPON SEPARATION

DEMAND FOR JURY TRIAL

Plaintiff CECILIA MORALES (hereinafter "MORALES" or "Plaintiff") for her Complaint
against Defendants YMCA OF THE EAST BAY SUPPORT FOUNDATION, a California

1 Nonprofit Corporation (hereinafter “YMCA”); and DOES 1 through 50 (collectively “Defendants”),
2 alleges as follows:

3 **PARTIES**

- 4 1. Plaintiff MORALES is an individual residing in the State of California. Plaintiff MORALES was
5 an employee of Defendant YMCA at all relevant times herein mentioned.
- 6 2. On information and belief, Defendant YMCA is a California Nonprofit corporation organized
7 and existing under the laws of the State of California and Plaintiff’s employer at all relevant
8 times herein mentioned.
- 9 3. The true names and capacities, whether individual, corporate, associate or otherwise, of
10 Defendant DOES 1 through 50, are unknown to Plaintiff, who therefore sues said Defendants
11 by such fictitious names. Plaintiff will amend this Complaint by inserting the true names and
12 capacities of each such Defendants, with appropriate charging allegations, when they are
13 ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants
14 designated herein as “DOE” is responsible in some manner for the injuries suffered by Plaintiff
15 and for damages proximately caused by the conduct of each such Defendants as herein alleged.
- 16 4. Plaintiff is informed and believes and thereon alleges that at all relevant times Defendants
17 engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or ratified the
18 conduct of its employees and/or agents, and are liable for the wrongful conduct of its
19 employees and/or agents as alleged herein.
- 20 5. Plaintiff is informed and believes and thereon alleges that, at all relevant times mentioned
21 herein, each defendant was an alter-ego of each and every other defendant. Unity of interest and
22 ownership existed such that the separate personalities each of defendant never existed or ceased
23 to exist. Further, if the acts are treated as those of one of the defendants alone, an inequitable
24 result will follow. Accordingly, Plaintiff alleges that each defendant was an alter-ego of each
25 and every other defendant and vice versa.
- 26 6. By way of this lawsuit, Plaintiff seeks to pierce the corporate veil and hold the individual
27 defendant liable for the acts of his or her alter ego. The individual defendant held and now
28 holds substantial interest in the corporate defendants and should therefore be deemed to be

1 corporate defendants' alter ego. The corporate defendants were, and now still are, mere shells
2 and naked frameworks which the individual defendant used, and now uses, as a conduit for the
3 conduct of his or her personal business and/or property affairs and/or obligor for the assumption
4 of obligations and/or liabilities incapable of performance by said corporate and/or entity
5 defendants, which are the obligations and liabilities of the individual defendant.

6 7. Labor Code § 558.1 expressly provides for aggrieved employees to bring wage and hour claims
7 against corporate owners, directors, officers or other managing agents directly and name them
8 as individual defendants in a lawsuit.

9 8. Plaintiff is informed and believes and thereon alleges that at all times material herein Defendant
10 employed and continues to employ five (5) or more persons in California and is an employer
11 covered by the Fair Employment and Housing Act ("FEHA").

12 9. Plaintiff has exhausted her administrative remedies. Plaintiff timely filed charges against
13 Defendant with the California Civil Rights Department on October 14, 2024, and received a
14 "Right-to-Sue" notice.

15 **VENUE AND JURISDICTION**

16 10. This Court has jurisdiction over this matter because Defendants conduct business in, and have
17 substantial contacts, within the State of California. Venue is proper in the County of Yolo
18 because Plaintiff performed work for Defendants in the County of Yolo.

19 **FACTUAL ALLEGATIONS**

20 11. MORALES started working for YMCA in or around 2016, and continued working until she
21 was unlawfully terminated on or about February 6, 2024.

22 12. MORALES was a custodian, substitute teacher, and cook. She earned \$16.00 an hour at the
23 time of her termination. Her job duties included but were not limited to sweeping, mopping,
24 polishing, wiping surfaces, taking out the trash, organizing boxes, aiding teachers with the
25 students, and sanitizing surfaces. One year, MORALES also assisted with cooking briefly when
26 the main cook was not available.

27 13. MORALES typically worked from Monday to Friday. From 2016 to around 2021, MORALES'
28 shift was typically split – four hours in the morning, from around 5:30 AM to 9:30 AM, and

1 four hours in the evening, from 4:00 PM to 8:00 PM. On or around February 1, 2021,
2 MORALES started working Monday to Friday from 7:00 AM to 8:30 AM or 9:00AM, and then
3 a second shift from 4:00 PM to 9:00 PM. In or around March 2022, MORALES' hours changed
4 to just one hour in the morning from 7:00 AM to 8:00 AM and from 4:00 PM to 8:00 PM for
5 her second shift. Defendants regularly scheduled MORALES for split shifts but did not pay the
6 corresponding split shift premiums.

7 14. In or around March 17, 2023, MORALES stopped working in the morning and started working
8 just four hours a day in the evening.

9 15. On or about August 6, 2021, MORALES was taking out some trash and when she opened the
10 main door of the building to go out, she lost her vision and fell, injuring her left knee and left
11 hip. MORALES took about a week off work.

12 16. However, when MORALES returned to work, she was still experiencing pain. YMCA opened a
13 Workers' Compensation claim for MORALES.

14 17. On or about April 18, 2022, Sachi Veiluva (hereinafter "Veiluva") asked the center director,
15 Jessica Uribe (hereinafter "Uribe"), via email whether Uribe could accommodate MORALES'
16 restrictions, as outlined in MORALES' doctor's note dated April 14, 2022. The doctor's note
17 stated: "No lifting, carrying, or pushing/pulling over 10 pounds," "no squatting, kneeling,
18 crawling, or stairs," and "allow a 10-minute break every hour to elevate and ice the knee as
19 needed."

20 18. In response to Veiluva's email on or about April 18, 2022, Uribe stated: "I [don't] believe she
21 does any of the [restrictions] I asked her, and she said she was fine. We [don't] have stairs, she
22 does not kneel or squat. And materials she takes out are less than 10 lbs."

23 19. On or about May 12, 2022, Veiluva again inquired about whether Uribe could still
24 accommodate MORALES' restrictions. Uribe responded: "Her restrictions have not changed.
25 Staff can sit at any time. When she stores items away or takes them out, the shelves are not over
26 10 pounds."

27 20. These statements are contradicted by the reality of MORALES' work duties. Contrary to
28 Uribe's assurances, MORALES had to kneel and squat to clean various areas, including the

1 toilet. Additionally, she moved toy boxes and furniture exceeding 10 pounds, and there were
2 stairs at the facility.

3 21. Defendants failed to engage in a good-faith interactive process with MORALES to determine
4 whether it would be possible to implement effective reasonable accommodations. Defendants'
5 lack of engagement in a good-faith interactive process is evident. Despite being aware of
6 MORALES' disability and work restrictions, Defendants never engaged in a conversation with
7 MORALES about her limitations and potential accommodations. Defendants simply assumed
8 that MORALES' job duties were compliant with her work restrictions without consulting with
9 MORALES. Thus, Defendants failed to provide Plaintiff with the reasonable accommodations
10 she needed and failed to engage in a timely, good faith interactive process with Plaintiff to
11 determine effective reasonable accommodations.

12 22. MORALES' workers compensation case with YMCA was closed in or around May 2023.
13 However, MORALES continued to experience ongoing pain related to her condition.

14 23. One day in or around November 2023, MORALES felt intense pain in her hips and a
15 debilitating headache to the extent that she was unable to talk and walk. MORALES ended up
16 calling an ambulance.

17 24. Subsequently, in or around November 2023, MORALES visited her primary care physician,
18 who provided a note stating that she needed time off from work from November 20, 2023, to
19 January 31, 2024. MORALES provided the doctor's note to Defendants. Defendants granted
20 MORALES leave from November 20, 2023, to January 31, 2024, though it was categorized as
21 Personal Leave.

22 25. On or about February 5, 2024, MORALES received a text from Uribe stating that the company
23 hoped MORALES would return to work on January 31, 2024. Uribe warned that if MORALES
24 did not respond regarding her status to return to work by 5:00 PM that day, they would process
25 her status as voluntary resignation. On or about February 5, 2024, at 4:50 PM, MORALES
26 responded with an updated doctor's note extending her medical leave until March 4, 2024.

27 26. Despite MORALES' timely response, on or about February 6, 2024, Defendants terminated
28 MORALES' employment. Defendants stated: "As you know, you are not eligible for FMLA,

1 but we have wanted to support you in having time off to take care of yourself, so have approved
2 your time off as Personal Leave up to this point. At this time, we can no longer approve an
3 extension. So, we will separate you, effective 2/6/2024.”

4 27. Defendants discriminated against MORALES because of her disability. Defendants failed to
5 engage in the interactive process in good faith and accommodate MORALES’ restrictions when
6 MORALES first got injured at the workplace. Then, Defendants further failed to accommodate
7 MORALES’ disability when MORALES continued to experience medical issues. Instead of
8 providing appropriate accommodations, Defendants retaliated against MORALES because she
9 requested an extension of her medical leave per her doctor’s order. Defendants ultimately
10 terminated MORALES because of her disability, takings of medical leave, and request for
11 extension of medical leave.

12 28. As a result of Defendants’ failure to pay all split shift premiums as alleged above, Defendants
13 maintained inaccurate payroll records and issued inaccurate wage statements to MORALES. As
14 a further result of Defendants’ failure to pay all split shift premiums, Defendants failed to
15 timely pay all final wages to Plaintiff upon their separation of employment from Defendants.

16 29. As a direct, foreseeable, and proximate result of Defendants’ unlawful conduct, MORALES has
17 suffered lost income, employment career opportunities, and has suffered and continues to suffer
18 other economic loss, in an amount to be proven at trial.

19 30. As a direct, foreseeable, and proximate result of Defendants’ unlawful conduct, MORALES has
20 suffered emotional distress, in an amount to be proven at trial.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PROVIDE SPLIT SHIFT PREMIUM PAY**

23 **[Violation of Wage Order No 5-2001]**

24 **(Plaintiff Against All Defendants, Including Does 1-50)**

25 31. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

26 32. A split shift is a work schedule that is interrupted by non-paid working periods established by
27 the employer, other than bona fide rest or meal periods. When an employee works a split shift,
28

one hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday.

33. As alleged above, Defendant routinely scheduled Plaintiff to work morning and afternoon shifts. In addition, Defendants required Plaintiff to remain available to transport laundry regularly throughout the day. Defendants failed to pay Plaintiff split shift premiums

34. As a result of the wrongful and unlawful act of Defendants alleged herein, Plaintiff has been deprived of split shift premium pay in amounts to be determined and are entitled to recovery of said amounts according to proof, interest thereon, and attorneys' fees and costs

SECOND CAUSE OF ACTION

DISABILITY DISCRIMINATION

[California Government Code § 12940(a), et seq.]

(Plaintiff Against All Defendants, Including Does 1-50)

35. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

36. At all times herein mentioned, the Fair Employment and Housing Act ("FEHA"), Government Code section 12940, *et seq.*, was in full force and effect and binding on Defendants. These statutes make it unlawful to discriminate against an employee on-the-basis of a disability.

37. Defendant discriminated against Plaintiff on-the-basis of Plaintiff's disability by terminating her employment because of her disability. Instead of providing appropriate accommodations, Defendants retaliated against MORALES because she requested an extension of her medical leave per her doctor's order. Defendants ultimately terminated MORALES because of her disability, takings of medical leave, and request for extension of medical leave.

38. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost income, employment career opportunities, and has suffered and continues to suffer other economic loss, in an amount to be proven at trial.

39. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered emotional distress, in an amount to be proven at trial.

40. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were

1 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
2 entitled to punitive damages in an amount to be determined at trial.

3 41. Plaintiff is further entitled to recover reasonable attorneys' fees and costs pursuant to the
4 provisions of Government Code sections 12940, *et seq.*

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF FEHA**

7 **[California Government Code § 12940(m)]**

8 **(Plaintiff Against All Defendants, Including Does 1-50)**

9 42. Plaintiff realleges each and every paragraph of this Complaint as though fully set forth herein.

10 43. Under the FEHA, Defendants are required to engage in a timely, good faith, interactive process
11 with an employee it believes has a disability or who, in fact, has a disability, to determine if that
12 employee needs reasonable accommodations to perform the job.

13 44. By engaging in the course of conduct as alleged above, Defendants failed to provide Plaintiff
14 with reasonable accommodations and it failed to engage in a timely, good faith, interactive
15 process with Plaintiff to determine effective reasonable accommodations to the extent she
16 needed them in violation of the applicable provisions of Government Code sections 12940, *et*
17 *seq.*

18 45. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost
19 income, employment career opportunities, and has suffered and continues to suffer other
20 economic loss, in an amount to be proven at trial.

21 46. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
22 emotional distress, in an amount to be proven at trial.

23 47. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
24 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
25 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
26 entitled to punitive damages in an amount to be determined at trial.

27 48. Plaintiff is further entitled to recover reasonable attorneys' fees and costs pursuant to the
28 provisions of Government Code sections 12940, *et seq.*

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

3 **[California Government Code § 12940(n)]**

4 **(Plaintiff Against All Defendants, Including Does 1-50)**

5 49. Plaintiff realleges each and every paragraph of this Complaint as though fully set forth herein.

6 50. As described herein, Defendants failed to engage in a good-faith interactive process with
7 Plaintiff to determine whether it would be possible to implement effective reasonable
8 accommodations.

9 51. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost
10 income, employment career opportunities, and has suffered and continues to suffer other
11 economic loss, in an amount to be proven at trial.

12 52. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
13 emotional distress, in an amount to be proven at trial.

14 53. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
15 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
16 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
17 entitled to punitive damages in an amount to be determined at trial.

18 54. Plaintiff is further entitled to recover reasonable attorneys' fees and costs pursuant to the
19 provisions of Government Code sections 12940, *et seq.*

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PREVENT HARASSMENT, DISCRIMINATION OR RETALIATION**

22 **[California Government Code § 12940(k)]**

23 **(Plaintiff Against All Defendants, Including Does 1-50)**

24 55. Plaintiff realleges each and every paragraph of this Complaint as though fully set forth herein.

25 56. The FEHA requires employers to take all reasonable steps to prevent harassment,
26 discrimination and retaliation including the institution by employer of policies, procedures and
27 practices that include prompt and effective remedial procedures, and appropriate training,
28 monitoring and disciplinary measures.

1 57. Defendants' policies, procedures and practices were inadequate for preventing, monitoring,
2 remediating discrimination and retaliation. To the extent any such policies, procedures and
3 practices existed, employees, including supervisors, were insufficiently trained or made aware
4 of those policies and procedures for the policies and procedures to prevent discrimination and
5 retaliation from occurring. Once Defendants were made aware of discrimination and retaliatory
6 conduct, and Plaintiff's protected class as reported by Plaintiff, they failed to take appropriate
7 measures to prevent further discrimination and retaliation.

8 58. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost
9 income, employment career opportunities, and has suffered and continues to suffer other
10 economic loss, in an amount to be proven at trial.

11 59. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
12 emotional distress, in an amount to be proven at trial.

13 60. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
14 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
15 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
16 entitled to punitive damages in an amount to be determined at trial.

17 61. Plaintiff is further entitled to recover reasonable attorneys' fees and costs pursuant to the
18 provisions of Government Code sections 12940, *et seq.*

19 **SIXTH CAUSE OF ACTION**

20 **RETALIATION IN VIOLATION OF THE FEHA**

21 **[California Government Code § 12940(h), (m)]**

22 **(Plaintiff Against All Defendants, Including Does 1-50)**

23 62. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

24 63. The FEHA requires employers to refrain from retaliating against Plaintiff for engaging in
25 activities protected under the FEHA, including but not limited to, requesting and utilizing
26 reasonable accommodations for a disability, taking a medical leave, requesting medical leave,
27 and/or complaining about harassment.

28

- 1 64. Defendant's conduct described above is in violation of various statutes of this state, including
2 but not limited to, California Government Code section 12940(m). Plaintiff engaged in
3 protected activities and was subsequently terminated for doing so.
- 4 65. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost
5 income, employment career opportunities, and has suffered and continues to suffer other
6 economic loss, in an amount to be proven at trial.
- 7 66. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
8 emotional distress, in an amount to be proven at trial.
- 9 67. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
10 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
11 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
12 entitled to punitive damages in an amount to be determined at trial.
- 13 68. Plaintiff is further entitled to recover reasonable attorneys' fees and costs pursuant to the
14 provisions of Government Code sections 12940, *et seq.*

15 **SEVENTH CAUSE OF ACTION**

16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

17 **(Plaintiff Against All Defendants, Including Does 1-50)**

- 18 69. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.
- 19 70. As described herein, Plaintiff's employment was terminated in violation of the fundamental
20 public policies of the State of California including those set out in the California Fair
21 Employment and Housing Act and the California Constitution. Specifically, Plaintiff's
22 employment was terminated in violation of the Labor Code/FEHA as described above.
- 23 71. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost
24 income, employment career opportunities, and has suffered and continues to suffer other
25 economic loss, in an amount to be proven at trial.
- 26 72. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
27 emotional distress, in an amount to be proven at trial.
- 28 73. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with

malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore entitled to punitive damages in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION

FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS

[California Labor Code § 226]

(Plaintiff Against All Defendants, Including Does 1-50)

74. Plaintiff realleges each and every paragraph of this Complaint as though fully set forth herein.

75. Labor Code section 226 requires an employer to furnish its employees with an accurate itemized wage statement in writing showing, among other things: (1) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked by each respective individual; (2) total hours worked by each respective individual; (3) gross wages earned; (4) net wages earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the name of the employee and an employee identification or social security number; and (8) the name and address of the legal entity that is the employer.

76. As a pattern and practice, in violation of Labor Code section 226(a), Defendants failed to provide Plaintiff with accurate itemized wage statements. As a result of Defendants' failure to pay all split shift premiums as alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to MORALES.

77. As a result of Defendants failure to provide accurate itemized wage statements, Plaintiff suffered actual damages and harm by being unable to determine his applicable hourly rate or the amount of overtime worked for each pay period, which prevented him from becoming aware of these violations and asserting their statutory protections under California law.

78. Pursuant to Labor Code section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

79. Plaintiff is entitled to an award of costs and attorneys' fees under Labor Code section 226(e)(1).

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PAY COMPENSATION DUE UPON SEPARATION**

3 **[California Labor Code § 203]**

4 **(Plaintiff Against All Defendants, Including Does 1-50)**

5 80. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

6 81. California Labor Code sections 201 and 202 require Defendants to pay all compensation due
7 and owing to Plaintiffs immediately upon discharge or resignation or within seventy-two hours
8 of termination of their employment. California Labor Code § 203 provides that if an employer
9 willfully fails to pay compensation promptly upon discharge or resignation, then the employer
10 is liable for such “waiting time” penalties in the form of continued compensation up to thirty
11 workdays.

12 82. Unpaid premiums for missed meal periods and rest periods constitute unpaid wages which must
13 be timely paid. *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 117.

14 83. Defendants failed to pay Plaintiff’s final wages upon separation. On information and belief,
15 such failure was knowing and willful. As a result, Defendants are liable to Plaintiff for waiting
16 time penalties provided under Labor Code section 203.

17 **PRAYER FOR RELIEF**

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

- 19 (a) For general damages, including emotional distress damages, in excess of \$500,000.00, or to
20 otherwise be determined at trial;
- 21 (b) For special damages, in excess of \$500,000.00, or to otherwise be determined at trial;
- 22 (c) For exemplary and punitive damages, in excess of \$500,000.00, or to otherwise be determined
23 at trial;
- 24 (d) For reasonable attorneys’ fees;
- 25 (e) For civil penalties as permitted by statute;
- 26 (f) For pre-judgment and post-judgment interest at the maximum legal rate;
- 27 (g) For a tax consequence adjustment or “gross up” award to compensate Plaintiff for her increased
28 income tax responsibility following an award of compensatory damages;

1 (h) For costs of suit incurred;

2 (i) For such other and further relief as the Court deems just and proper.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands a trial by jury on all claims.

5
6 DATED: October 14, 2024

JUSTICE FOR WORKERS, P.C.

7
8 By:



9 Young K. Park, Esq.
10 Mariam Karkashadze, Esq.
11 Attorneys for Plaintiff,
12 Cecilia Morales
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 14, 2024

Young Park
9575 Bolsa Ave
Westminster, CA 92683

RE: **Notice to Complainant's Attorney**

CRD Matter Number: 202410-26655714

Right to Sue: MORALES / YMCA OF THE EAST BAY SUPPORT FOUNDATION

Dear Young Park:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 14, 2024

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202410-26655714

Right to Sue: MORALES / YMCA OF THE EAST BAY SUPPORT FOUNDATION

To All Respondent(s):

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

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 14, 2024

CECILIA MORALES

,

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

CRD Matter Number: 202410-26655714

Right to Sue: MORALES / YMCA OF THE EAST BAY SUPPORT FOUNDATION

Dear CECILIA MORALES:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective October 14, 2024 because an immediate Right to Sue notice was requested.

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

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

Sincerely,

Civil Rights Department

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

In the Matter of the Complaint of
CECILIA MORALES

CRD No. 202410-26655714

Complainant,
vs.

YMCA OF THE EAST BAY SUPPORT FOUNDATION
,

Respondents

1. Respondent **YMCA OF THE EAST BAY SUPPORT FOUNDATION** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **CECILIA MORALES**, resides in the City of , State of .

3. Complainant alleges that on or about **February 6, 2024**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, denied accommodation for a disability.

Complainant experienced retaliation because complainant requested or used a disability-related accommodation and as a result was terminated, denied accommodation for a disability.

Additional Complaint Details: 11. MORALES started working for YMCA in or around 2016, and continued working until she was unlawfully terminated on or about February 6, 2024.

1 12. MORALES was a custodian, substitute teacher, and cook. She earned \$16.00 an
2 hour at the time of her termination. Her job duties included but were not limited to sweeping,
3 mopping, polishing, wiping surfaces, taking out the trash, organizing boxes, aiding teachers
4 with the students, and sanitizing surfaces. One year, MORALES also assisted with cooking
5 briefly when the main cook was not available.

6 13. MORALES typically worked from Monday to Friday. From 2016 to around 2021,
7 MORALES' shift was typically split – four hours in the morning, from around 5:30 AM to 9:30
8 AM, and four hours in the evening, from 4:00 PM to 8:00 PM. On or around February 1,
9 2021, MORALES started working Monday to Friday from 7:00 AM to 8:30 AM or 9:00AM,
10 and then a second shift from 4:00 PM to 9:00 PM. In or around March 2022, MORALES'
11 hours changed to just one hour in the morning from 7:00 AM to 8:00 AM and from 4:00 PM
12 to 8:00 PM for her second shift. Defendants regularly scheduled MORALES for split shifts
13 but did not pay the corresponding split shift premiums.

14 14. In or around March 17, 2023, MORALES stopped working in the morning and started
15 working just four hours a day in the evening.

16 15. On or about August 6, 2021, MORALES was taking out some trash and when she
17 opened the main door of the building to go out, she lost her vision and fell, injuring her left
18 knee and left hip. MORALES took about a week off work.

19 16. However, when MORALES returned to work, she was still experiencing pain. YMCA
20 opened a Workers' Compensation claim for MORALES.

21 17. On or about April 18, 2022, Sachi Veiluva (hereinafter "Veiluva") asked the center
22 director, Jessica Uribe (hereinafter "Uribe"), via email whether Uribe could accommodate
23 MORALES' restrictions, as outlined in MORALES' doctor's note dated April 14, 2022. The
24 doctor's note stated: "No lifting, carrying, or pushing/pulling over 10 pounds," "no squatting,
25 kneeling, crawling, or stairs," and "allow a 10-minute break every hour to elevate and ice the
26 knee as needed."

27 18. In response to Veiluva's email on or about April 18, 2022, Uribe stated: "I [don't]
28 believe she does any of the [restrictions] I asked her, and she said she was fine. We [don't]
have stairs, she does not kneel or squat. And materials she takes out are less than 10 lbs."

19 19. On or about May 12, 2022, Veiluva again inquired about whether Uribe could still
20 accommodate MORALES' restrictions. Uribe responded: "Her restrictions have not changed.
21 Staff can sit at any time. When she stores items away or takes them out, the shelves are not
22 over 10 pounds."

23 20. These statements are contradicted by the reality of MORALES' work duties. Contrary
24 to Uribe's assurances, MORALES had to kneel and squat to clean various areas, including
25 the toilet. Additionally, she moved toy boxes and furniture exceeding 10 pounds, and there
26 were stairs at the facility.

27 21. Defendants failed to engage in a good-faith interactive process with MORALES to
28 determine whether it would be possible to implement effective reasonable accommodations.
Defendants' lack of engagement in a good-faith interactive process is evident. Despite being
aware of MORALES' disability and work restrictions, Defendants never engaged in a
conversation with MORALES about her limitations and potential accommodations.
Defendants simply assumed that MORALES' job duties were compliant with her work
restrictions without consulting with MORALES. Thus, Defendants failed to provide Plaintiff
with the reasonable accommodations she needed and failed to engage in a timely, good
faith interactive process with Plaintiff to determine effective reasonable accommodations.

22. MORALES' workers compensation case with YMCA was closed in or around May 2023. However, MORALES continued to experience ongoing pain related to her condition.

23. One day in or around November 2023, MORALES felt intense pain in her hips and a debilitating headache to the extent that she was unable to talk and walk. MORALES ended up calling an ambulance.

24. Subsequently, in or around November 2023, MORALES visited her primary care physician, who provided a note stating that she needed time off from work from November 20, 2023, to January 31, 2024. MORALES provided the doctor's note to Defendants. Defendants granted MORALES leave from November 20, 2023, to January 31, 2024, though it was categorized as Personal Leave.

25. On or about February 5, 2024, MORALES received a text from Uribe stating that the company hoped MORALES would return to work on January 31, 2024. Uribe warned that if MORALES did not respond regarding her status to return to work by 5:00 PM that day, they would process her status as voluntary resignation. On or about February 5, 2024, at 4:50 PM, MORALES responded with an updated doctor's note extending her medical leave until March 4, 2024.

26. Despite MORALES' timely response, on or about February 6, 2024, Defendants terminated MORALES' employment. Defendants stated: "As you know, you are not eligible for FMLA, but we have wanted to support you in having time off to take care of yourself, so have approved your time off as Personal Leave up to this point. At this time, we can no longer approve an extension. So, we will separate you, effective 2/6/2024."

27. Defendants discriminated against MORALES because of her disability. Defendants failed to engage in the interactive process in good faith and accommodate MORALES' restrictions when MORALES first got injured at the workplace. Then, Defendants further failed to accommodate MORALES' disability when MORALES continued to experience medical issues. Instead of providing appropriate accommodations, Defendants retaliated against MORALES because she requested an extension of her medical leave per her doctor's order. Defendants ultimately terminated MORALES because of her disability, takings of medical leave, and request for extension of medical leave.

1 VERIFICATION

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

5 On October 14, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **LOS ANGELES, CA**
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25