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10 Attorneys for Plaintiffs,
11 CECILIA HAILEY, CHEKAREY BYERS,
12 TIMANII MEEKS, and Other Aggrieved
13 Employees

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

16 CECILIA HAILEY, an Individual, CHEKAREY
17 BYERS, an Individual, TIMANII MEEKS, an
18 Individual, and On Behalf of Themselves and
19 Other Aggrieved Employees, and On Behalf of
20 the General Public as Private Attorneys General;

21 Plaintiffs,

22 v.

23 DONDA ACADEMY, INCORPORATED, a
24 Delaware Non-Profit Corporation; KANYE
25 WEST, as an Individual; and DOES 1 through
26 10, inclusive,

27 Defendants.

Case No.: 23STCV07583

SECOND AMENDED COMPLAINT

- 1) RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;
- 2) RETALIATION IN VIOLATION OF LABOR CODE § 6310;
- 3) DISCRIMINATION BASED ON RACE/NATIONAL ORIGIN;
- 4) VIOLATION OF LABOR CODE §§ 221 AND 225 (UNLAWFUL WITHHOLDING OF WAGES);
- 5) VIOLATION OF LABOR CODE §§ 200-204 (WAITING TIME PENALTIES);
- 6) VIOLATION OF LABOR CODE § 558.1;
- 7) VIOLATION OF LABOR CODE § 226 (INACCURATE WAGE STATEMENTS); AND
- 8) VIOLATION OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”).

DEMAND FOR JURY TRIAL

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FILED
Superior Court of California
County of Los Angeles

10/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: C. Vaughn Deputy

1 Plaintiffs CECILIA HAILEY (hereinafter referred to as “Plaintiff” or “HAILEY”)
2 CHEKAREY BYERS (hereinafter referred to as “Plaintiff” or “BYERS”), and TIMANII MEEKS
3 (hereinafter referred to as “Plaintiff” or “MEEKS”) (collectively referred to as “Plaintiffs”), in their
4 complaint against Defendant, DONDA ACADEMY, INCORPORATED (“DONDA ACADEMY”),
5 and KANYE WEST (“WEST”) (collectively referred to as “Defendants”), respectfully allege, aver,
6 and complain, as follows:

7
8 **INTRODUCTION**
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- 10 1. This is an action brought by the Plaintiffs, HAILEY and BYERS, pursuant to California
11 statutory, decision, and regulatory laws. Plaintiffs were employees of Defendant DONDA
12 ACADEMY at all times herein mentioned. DONDA ACADEMY was founded and is owned by
13 Defendant, WEST, the Chief Executive Officer, Secretary and Chief Financial Officer.
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15 2. Plaintiffs allege that California statutory, decisional, and regulatory laws prohibit the conduct by
16 Defendants herein alleged, and therefore Plaintiffs have an entitlement to monetary relief on the
17 basis that Defendants violated such statutes, decisional law, and regulations.
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19 **JURISDICTION AND VENUE**
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- 21 3. Jurisdiction is proper in this court by virtue of the California statutes, decisional law, and
22 regulations, and the local rules under the Los Angeles County Superior Court Rules.
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24 4. Venue in this Court is proper in that Defendant DONDA ACADEMY has a principal business
25 address located in the City of Chatsworth, County of Los Angeles, State of California.

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1 5. California Labor Code sections 2699 et seq., the “Labor Code Private Attorneys General Act”
2 (“PAGA”), authorizes aggrieved employees to sue directly for various civil penalties under the
3 California Labor Code.

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5 6. Plaintiffs timely provided notice to the California Labor Workforce Development Agency
6 (“LWDA”) and to Defendants, pursuant to California Labor Code section 2699.3(a), on or
7 around May 2, 2023.

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9 **PARTIES**

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11 7. Plaintiff HAILEY is, and at all relevant times mentioned herein was, an individual residing in
12 the county of Los Angeles, within the state of California.

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14 8. Plaintiff BYERS is, and at all relevant times mentioned herein was, an individual residing in the
15 county of Los Angeles, within the state of California.

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17 9. Plaintiff MEEKS is, and at all relevant times mentioned herein was, an individual residing in the
18 county of Los Angeles, within the state of California.

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20 10. Defendant DONDA ACADEMY is, and all times herein mentioned has been, a California
21 Corporation registered with the State of California, with the capacity to sue and to be sued, and
22 doing business with a principal place of business located at 19801 Nordhoff
23 Place, Chatsworth, California 91311.

24
25 11. Defendant WEST is, and at all times herein mentioned, was the founder, owner, and Chief
26 Executive Officer of DONDA ACADEMY, and at all times herein mentioned was, and upon
27 information and belief, is a resident of the county of Los Angeles in the state of California.

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1 12. The true names and capacities of the Defendants named herein as Does 1 through 10, inclusive,
2 whether individual, corporate, partnership, association, or otherwise, are unknown to Plaintiffs
3 who therefore sue these Defendants by such fictitious names. Plaintiffs will request leave of
4 court to amend this Complaint to allege their true names and capacities at such time as they are
5 ascertained.

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7 **FACTUAL ALLEGATIONS**
8 **(Plaintiffs HAILEY and BYERS)**
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10 13. On or around November 12, 2022, Plaintiff HAILEY became employed by Defendant DONDA
11 ACADEMY as a substitute teacher. On or around January 9, 2023, HAILEY contracted with
12 DONDA ACADEMY to become a third-grade teacher at the school.

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14 14. On or around January 25, 2023, Plaintiff BYERS, with prior experience in the field of juvenile
15 justice, became employed by DONDA ACADEMY as a fifth-grade teacher.

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17 15. DONDA ACADEMY operates as a private Christian school for students ranging from pre-
18 kindergarten through the twelfth grade.

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20 16. Plaintiffs were the only female, African American teachers at DONDA ACADEMY.

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22 17. As an educator with over twenty-five years of experience and having served as the dean of two
23 colleges, Plaintiff HAILEY detected multiple health and safety violations, as well as unlawful
24 educational practices at DONDA ACADEMY. In an effort to bring attention to the unlawful
25 and unsafe practices, Plaintiff HAILEY complained to the director/principal of DONDA
26 ACADEMY, Moira Love (hereinafter referred to as, "Love"), on at least three separate
27 occasions.

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1 18. Plaintiffs complained to Love about various violations of Department of Education requirements,
2 including but not limited to the fact that DONDA ACADEMY was not following state
3 regulations for students in need of educational services, additional testing, or individualized
4 learning plans. The teachers at DONDA ACADEMY teachers were not trained or required to
5 have Basic Life Support (BLS) or mandatory-reporting training.

6
7 19. Moreover, Plaintiffs complained to Love about the lack of safety for DONDA ACADEMY's
8 students. Specifically, they complained that DONDA ACADEMY does not have a proper
9 disciplinary system, as students were being subject to severe bullying. In one incident, a student
10 assaulted an eighth-grade student by slapping her, then attempted to assault another teacher. The
11 student had multiple accounts of bullying, both physically and verbally, that had gone without
12 discipline. However, there are several students with bullying issues that remain unaddressed.
13 Plaintiff BYERS complained that the student who became violent should be expelled from
14 DONDA ACADEMY.

15
16 20. Plaintiffs also complained about how DONDA ACADEMY was not operating as a proper
17 school, as it did not have any janitorial services, it did not have a school nurse on staff or medical
18 access, it was not following nutrition guidelines, and it did not have any security precautions.
19 DONDA ACADEMY was not following state regulations for students in need of educational
20 services, additional testing, or individualized learning plans.

21
22 21. Specifically, DONDA ACADEMY had no cleaning staff. Defendant WEST did not believe in
23 cleaning products containing chemicals, so teachers were only allowed to clean with acid water
24 and microfiber cloths. There were no trash cans outside of the classrooms or the kitchen.

25
26 22. Additionally, throughout the entirety of Plaintiffs' employment, the only lunch available for
27 students was sushi, every single day. Students were not allowed to bring any outside food or
28 anything other than water. It was widely known that Defendant WEST spends \$10,000.00 a week

1 on sushi.

2

3 23. Moreover, there was no protocol surrounding students with medical needs. Medication was
4 stored in the janitorial closet. Plaintiff BYERS' student's EpiPen was stored on top of the
5 microwave. It was never communicated to Plaintiff BYERS that the student had an allergy or
6 needed any medications, and never received any medical documentation. Plaintiffs observed
7 expired medications lying around unsupervised.

8

9 24. Furthermore, students were allowed to be picked up from the school campus by strangers, as
10 there were no policies in place otherwise. Parents, children from other schools, and even random
11 strangers could come and go at will without ever having to sign-in or sign-out or notify anyone.
12 Moreover, parents would bring their newborns to the school, and breastfeed and pass around the
13 infant to others, including teachers, all during school hours with no regards to student rights or
14 safety. There was an incident when a child of an instructor was assaulted. The child should not
15 have been allowed in the building during instruction time. These concerns were brought to the
16 attention of Ms. Love on several occasions.

17

18 25. On the other hand, there were various strict rules and requirements that the school had no choice
19 but to adhere to, such as the following: (1) Defendant WEST did not allow crossword puzzles or
20 coloring sheets; (2) Classes could not take place on the second floor as Defendant WEST
21 reportedly did not want children or staff to go upstairs since he was reportedly afraid of stairs;
22 (3) Defendant WEST did not want children to use forks or utensils; (4) Defendant WEST
23 required that cups and bowls be the color gray; (5) Defendant WEST did not allow color in the
24 classrooms or artwork hung on the walls; (6) Teachers and children were not allowed to wear
25 jewelry, because Defendant WEST reportedly did not like jewelry; (7) Defendant WEST
26 reportedly did not allow chairs, so children had to sit on foam cushions or stand, and teachers
27 had to stand or use a stool; (8) Everyone was required to wear all black from head to toe. Only
28 Defendant WEST's issued or designed apparel was allowed to be worn. Nike and Adidas brands

1 were forbidden; (9) The school was physically locked from the outside during the school day;
2 and (10) Students were not allowed to go outside. The entire school had the same “lunch/recess”
3 time which was taken indoors. Students had to eat their lunch on the floor as there were no tables.
4

5 26. No action was taken to remedy Plaintiffs’ complaints regarding sanitation, health, safety or
6 education standard pursuant to local and state law, which Plaintiffs made throughout the entirety
7 of their employment. Instead, Ms. Love called Plaintiffs “aggressive” in the presence of others.
8 Plaintiffs believe this type of comment facilitates stereotypes about African-American women
9 as being confrontational simply for doing their job and voicing their legitimate concerns in order
10 to provide a safe environment and proper education for their students. When Plaintiff HAILEY
11 attempted to discuss her complaints with Defendant WEST, she was threatened not to reach out
12 to him.
13

14 27. Additionally, throughout the entirety of their employment, Plaintiffs’ paychecks were untimely
15 or inaccurate. Plaintiff BYERS never received her first paycheck. Moreover, Plaintiffs’
16 paychecks would often be short approximately \$1,800.00 to \$2,700.00 per pay period. Plaintiffs
17 complaint to DONDA ACADEMY about the failure to pay them all wages due during the
18 applicable pay periods.
19

20 28. On or around March 3, 2023, upon their arrival at work, Plaintiffs were met in the parking lot of
21 the school where they were notified they were being terminated from their employment effective
22 immediately. When asked why they were being terminated, Defendants did not provide them
23 with a reason. Plaintiffs are informed and believe that they were terminated in retaliation for
24 their complaints about Defendants’ unlawful and unsafe educational practices.
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1 **FACTUAL ALLEGATIONS**

2 **(Plaintiff MEEKS)**

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4 29. Plaintiff MEEKS began working for Defendant DONDA ACADEMY on or about August 20,
5 2022 as a Long Term Substitute Teacher for the 5th through 8th grade students' Math class.
6 Plaintiff MEEKS was placed at Defendant DONDA through Teachers on Reserve, the agency
7 she worked for.

8
9 30. Shortly after Plaintiff MEEKS began working at Defendant DONDA ACADEMY, there were
10 plans of placing her in a full-time teaching position for the Theatre Department.

11
12 31. Throughout her employment with Defendant DONDA ACADEMY, Plaintiff MEEKS made
13 numerous complaints to the Vice Principal, Jason Angell, and the Principal, BRIANNE
14 CAMBELL, about safety hazards of the building, the safety of students, as well as significant
15 issues with bullying and assault taking place on campus. Specifically, Plaintiff MEEKS
16 complained that there were electrical wires sticking out, baseboards coming off the walls, and
17 carpets lifting. Plaintiff MEEKS is informed and believes that the building was not safe for
18 occupants, let alone for children. Instead of addressing her complaints, Plaintiff MEEKS was
19 simply told, "it's a work in progress," and "we're working on the kinks."

20
21 32. On or about September 27, 2022, Plaintiff MEEKS sent an email to Jason Angell about
22 disciplinary concerns regarding the 5th and 6th grade students.

23
24 33. In or about early October 2022, a few parents of the students in Plaintiff MEEKS' classroom
25 came to sit in on her class. As a result, the parents began to complain about the conditions of
26 the premises and the lack of a school environment. Specifically, they complained that there were
27 no books, textbooks, or any sort of educational items that would typically be found in a
28 classroom. Students were eventually given workbooks and printouts of online worksheets. In

1 response to parents voicing their concerns, BRIANNE CAMBELL reprimanded Plaintiff
2 MEEKS.

3
4 34. On or about October 12, 2022, Plaintiff MEEKS was terminated when she received a call from
5 Teachers on Reserve letting her know that Defendant DONDA instructed her not to show up
6 anymore. No reason was provided for the termination. Plaintiff MEEKS remains employed with
7 Teachers on Reserve.

8
9 35. Plaintiff MEEKS is informed and believes that, prior to her termination, her contract had been
10 extended, and she was supposed to work until at least the end of the year.

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12 **FIRST CAUSE OF ACTION**

13 **Retaliation Violation in California Labor Code § 1102.5**

14 **(Plaintiffs Against DONDA ACADEMY and DOES 1 thru 10)**

15
16 36. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

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18 37. At all times herein mentioned in this Complaint, California Labor Code § 1102.5 et seq. was in
19 full force and effect and binding on the Defendants and the Defendants was subject to its terms.
20 Defendants wrongfully retaliated against Plaintiffs for reasons and in a manner contrary to public
21 policy, on a pre-textual basis, because of Plaintiffs complaints about various violations of the
22 department of education's laws, as herein alleged.

23
24 38. Pursuant to California Labor Code § 1102.3, subdivision (c), an employer or any person acting
25 on behalf of the employer shall not retaliate against an employee for refusing to participate in an
26 activity that would result in a violation of or noncompliance with local, state, or federal rule or
27 regulation.

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Plaintiff MEEKS

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3 39. Plaintiff MEEKS began working for Defendant DONDA ACADEMY on or about August 20,
4 2022 as a Long Term Substitute Teacher for the 5th through 8th grade students' Math class.
5 Plaintiff MEEKS was placed at Defendant DONDA through Teachers on Reserve, the agency
6 she worked for.

7
8 40. Shortly after Plaintiff MEEKS began working at Defendant DONDA ACADEMY, there were
9 plans of placing her in a full-time teaching position for the Theatre Department.

10
11 41. Throughout her employment with Defendant DONDA ACADEMY, Plaintiff MEEKS made
12 numerous complaints to the Vice Principal, Jason Angell, and the Principal, BRIANNE
13 CAMBELL, about safety hazards of the building, the safety of students, as well as significant
14 issues with bullying and assault taking place on campus. Specifically, Plaintiff MEEKS
15 complained that there were electrical wires sticking out, baseboards coming off the walls, and
16 carpets lifting. Plaintiff MEEKS is informed and believes that the building was not safe for
17 occupants, let alone for children. Instead of addressing her complaints, Plaintiff MEEKS was
18 simply told, "it's a work in progress," and "we're working on the kinks."

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20 42. On or about September 27, 2022, Plaintiff MEEKS sent an email to Jason Angell about
21 disciplinary concerns regarding the 5th and 6th grade students.

22
23 43. In or about early October 2022, a few parents of the students in Plaintiff MEEKS' classroom
24 came to sit in on her class. As a result, the parents began to complain about the conditions of
25 the premises and the lack of a school environment. Specifically, they complained that there were
26 no books, textbooks, or any sort of educational items that would typically be found in a
27 classroom. Students were eventually given workbooks and printouts of online worksheets. In
28 response to parents voicing their concerns, BRIANNE CAMBELL reprimanded Plaintiff

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MEEKS.

44. On or about October 12, 2022, Plaintiff MEEKS was terminated when she received a call from Teachers on Reserve letting her know that Defendant DONDA instructed her not to show up anymore. No reason was provided for the termination. Plaintiff MEEKS remains employed with Teachers on Reserve.

45. Plaintiff MEEKS is informed and believes that, prior to her termination, her contract had been extended, and she was supposed to work until at least the end of the year.

Plaintiffs HAILEY and BYERS

46. Plaintiffs HAILEY and BYERS complained to Love about various violations of Department of Education requirements, including but not limited to the fact that DONDA ACADEMY was not following state regulations for students in need of educational services, additional testing, or individualized learning plans. The teachers at DONDA ACADEMY teachers were not trained or required to have Basic Life Support (BLS) or mandatory-reporting training.

47. Moreover, Plaintiffs HAILEY and BYERS complained to Love about the lack of safety for DONDA ACADEMY’s students. Specifically, they complained that DONDA ACADEMY does not have a proper disciplinary system, as students were being subject to severe bullying. In one incident, a student assaulted an eighth-grade student by slapping her, then attempted to assault another teacher. The student had multiple accounts of bullying, both physically and verbally, that had gone without discipline. However, there are several students with bullying issues that remain unaddressed. Plaintiff BYERS complained that the student who became violent should be expelled from DONDA ACADEMY.

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1 48. Plaintiffs HAILEY and BYERS also complained about how DONDA ACADEMY was not
2 operating as a proper school, as it did not have any janitorial services, it did not have a school
3 nurse on staff or medical access, it was not following nutrition guidelines, and it did not have
4 any security precautions. DONDA ACADEMY was not following state regulations for students
5 in need of educational services, additional testing, or individualized learning plans.

6
7 49. Specifically, DONDA ACADEMY had no cleaning staff. Defendant WEST did not believe in
8 cleaning products containing chemicals, so teachers were only allowed to clean with acid water
9 and microfiber cloths. There were no trash cans outside of the classrooms or the kitchen.

10
11 50. Additionally, throughout the entirety of Plaintiffs' HAILEY and BYERS employment, the only
12 lunch available for students was sushi, every single day. Students were not allowed to bring any
13 outside food or anything other than water. It was widely known that Defendant WEST spends
14 \$10,000.00 a week on sushi.

15
16 51. Moreover, there was no protocol surrounding students with medical needs. Medication was
17 stored in the janitorial closet. Plaintiff BYERS' student's EpiPen was stored on top of the
18 microwave. It was never communicated to Plaintiff BYERS that the student had an allergy or
19 needed any medications, and never received any medical documentation. Plaintiffs observed
20 expired medications lying around unsupervised.

21
22 52. Furthermore, students were allowed to be picked up from the school campus by strangers, as
23 there were no policies in place otherwise. Parents, children from other schools, and even random
24 strangers could come and go at will without ever having to sign-in or sign-out or notify anyone.
25 Moreover, parents would bring their newborns to the school, and breastfeed and pass around the
26 infant to others, including teachers, all during school hours with no regards to student rights or
27 safety. There was an incident when a child of an instructor was assaulted. The child should not
28 have been allowed in the building during instruction time. These concerns were brought to the

1 attention of Ms. Love on several occasions.

2
3 53. On the other hand, there were various strict rules and requirements that the school had no choice
4 but to adhere to, such as the following: (1) Defendant WEST did not allow crossword puzzles or
5 coloring sheets; (2) Classes could not take place on the second floor as Defendant WEST
6 reportedly did not allow children or staff to go upstairs since he was reportedly afraid of stairs;
7 (3) Defendant WEST did not allow children to use forks or utensils; (4) Defendant WEST
8 required that cups and bowls be the color gray; (5) Defendant WEST did not allow color in the
9 classrooms or artwork hung on the walls; (6) Teachers and children were not allowed to wear
10 jewelry, because Defendant WEST reportedly did not like jewelry; (7) Defendant WEST did not
11 allow chairs, so children had to sit on foam cushions or stand, and teachers had to stand or use a
12 stool; (8) Everyone was required to wear all black from head to toe. Only Defendant WEST's
13 issued or designed apparel was allowed to be worn. Nike and Adidas brands were forbidden; (9)
14 The school was physically locked from the outside during the school day; and (10) Students were
15 not allowed to go outside. The entire school had the same "lunch/recess" time which was taken
16 indoors. Students had to eat their lunch on the floor as there were no tables.

17
18 54. No action was taken to remedy Plaintiffs' HAILEY and BYERS complaints regarding sanitation,
19 health, safety or education standard pursuant to local and state law, which Plaintiffs made
20 throughout the entirety of their employment. Instead, Ms. Love called Plaintiffs "aggressive" in
21 the presence of others. Plaintiffs believe this type of comment facilitates stereotypes about
22 African-American women as being confrontational simply for doing their job and voicing their
23 legitimate concerns in order to provide a safe environment and proper education for their
24 students. When Plaintiff HAILEY attempted to discuss her complaints with Defendant WEST,
25 she was threatened not to reach out to him.

26
27 55. Additionally, throughout the entirety of their employment, Plaintiffs' paychecks were untimely
28 or inaccurate. Plaintiff BYERS never received her first paycheck. Moreover, Plaintiffs'

1 paychecks would often be short approximately \$1,800.00 to \$2,700.00 per pay period. Plaintiffs
2 complaint to DONDA ACADEMY about the failure to pay them all wages due during the
3 applicable pay periods.
4

5 56. On or around March 3, 2023, upon their arrival at work, Plaintiffs HAILEY and BYERS were
6 met in the parking lot of the school where they were notified they were being terminated from
7 their employment effective immediately. When asked why they were being terminated,
8 Defendants did not provide them with a reason. Plaintiffs are informed and believe that they
9 were terminated in retaliation for their complaints about Defendants' unlawful and unsafe
10 educational practices.
11

12 57. Plaintiffs HAILEY, BYERS, and MEEKS are informed and believe that they were terminated
13 in retaliation for their complaints about Defendants' unlawful and unsafe educational practices.
14

15 58. As a direct and legal result of Defendants' conduct, and each of them, Plaintiffs have suffered
16 and continue to suffer general, consequential, and special damages, including but not limited to
17 substantial losses in earnings, other employment benefits, physical injuries, physical sickness, as
18 well as emotional distress, plus medical expenses, future medical expenses, and attorneys' fees,
19 all to their damages in an amount according to proof.
20

21 **SECOND CAUSE OF ACTION**

22 **Retaliation in Violation of Labor Code § 6310**

23 **(Plaintiffs Against DONDA ACADEMY and DOES 1 thru 10)**
24

25 59. Plaintiffs incorporate all paragraphs above as though fully set forth herein.
26

27 60. At all times herein mentioned in this complaint, California Labor Code § 6310 was in full force
28 and effect and binding on Defendants and Defendants were subject to its terms. Defendants

1 wrongfully retaliated against Plaintiffs for reasons and in manner contrary to public policy, on a
2 pretextual basis, because of their complaints about Defendant’s health and safety violations, as
3 herein above alleged.
4

5 61. Pursuant to California Labor Code § 6310, subdivision (b), an employer may not retaliate against
6 an employee because the employee has made a bona fide oral or written complaint to his or her
7 employer of unsafe working conditions, or work practices, in his or her employment or place of
8 employment.
9

10 *Plaintiff MEEKS*
11

12 62. Throughout her employment with Defendant DONDA ACADEMY, Plaintiff MEEKS made
13 numerous complaints to the Vice Principal, Jason Angell, and the Principal, BRIANNE
14 CAMBELL, about safety hazards of the building, the safety of students, as well as significant
15 issues with bullying and assault taking place on campus. Specifically, Plaintiff MEEKS
16 complained that there were electrical wires sticking out, baseboards coming off the walls, and
17 carpets lifting. Plaintiff MEEKS is informed and believes that the building was not safe for
18 occupants, let alone for children. Instead of addressing her complaints, Plaintiff MEEKS was
19 simply told, “it’s a work in progress,” and “we’re working on the kinks.”
20

21 63. On or about September 27, 2022, Plaintiff MEEKS sent an email to Jason Angell about
22 disciplinary concerns regarding the 5th and 6th grade students.
23

24 64. In or about early October 2022, a few parents of the students in Plaintiff MEEKS’ classroom
25 came to sit in on her class. As a result, the parents began to complain about the conditions of
26 the premises and the lack of a school environment. Specifically, they complained that there were
27 no books, textbooks, or any sort of educational items that would typically be found in a
28 classroom. Students were eventually given workbooks and printouts of online worksheets. In

1 response to parents voicing their concerns, BRIANNE CAMBELL reprimanded Plaintiff
2 MEEKS.

3
4 65. On or about October 12, 2022, Plaintiff MEEKS was terminated when she received a call from
5 Teachers on Reserve letting her know that Defendant DONDA instructed her not to show up
6 anymore. No reason was provided for the termination. Plaintiff MEEKS remains employed with
7 Teachers on Reserve.

8
9 66. Plaintiff MEEKS is informed and believes that, prior to her termination, her contract had been
10 extended, and she was supposed to work until at least the end of the year.

11
12 *Plaintiffs HAILEY and BYERS*

13
14 67. Plaintiffs complained to Love about various violations of Department of Education requirements,
15 including but not limited to the fact that DONDA ACADEMY was not following state
16 regulations for students in need of educational services, additional testing, or individualized
17 learning plans. The teachers at DONDA ACADEMY teachers were not trained or required to
18 have Basic Life Support (BLS) or mandatory-reporting training.

19
20 68. Moreover, Plaintiffs complained to Love about the lack of safety for DONDA ACADEMY's
21 students. Specifically, they complained that DONDA ACADEMY does not have a proper
22 disciplinary system, as students were being subject to severe bullying. In one incident, a student
23 assaulted an eighth-grade student by slapping her, then attempted to assault another teacher. The
24 student had multiple accounts of bullying, both physically and verbally, that had gone without
25 discipline. However, there are several students with bullying issues that remain unaddressed.
26 Plaintiff BYERS complained that the student who became violent should be expelled from
27 DONDA ACADEMY.

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1 69. Plaintiffs also complained about how DONDA ACADEMY was not operating as a proper
2 school, as it did not have any janitorial services, it did not have a school nurse on staff or medical
3 access, it was not following nutrition guidelines, and it did not have any security precautions.
4 DONDA ACADEMY was not following state regulations for students in need of educational
5 services, additional testing, or individualized learning plans.

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7 70. Specifically, DONDA ACADEMY had no cleaning staff. Defendant WEST did not believe in
8 cleaning products containing chemicals, so teachers were only allowed to clean with acid water
9 and microfiber cloths. There were no trash cans outside of the classrooms or the kitchen.

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11 71. Additionally, throughout the entirety of Plaintiffs' employment, the only lunch available for
12 students was sushi, every single day. Students were not allowed to bring any outside food or
13 anything other than water. It was widely known that Defendant WEST spends \$10,000.00 a week
14 on sushi.

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16 72. Moreover, there was no protocol surrounding students with medical needs. Medication was
17 stored in the janitorial closet. Plaintiff BYERS' student's EpiPen was stored on top of the
18 microwave. It was never communicated to Plaintiff BYERS that the student had an allergy or
19 needed any medications, and never received any medical documentation. Plaintiffs observed
20 expired medications lying around unsupervised.

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22 73. Furthermore, students were allowed to be picked up from the school campus by strangers, as
23 there were no policies in place otherwise. Parents, children from other schools, and even random
24 strangers could come and go at will without ever having to sign-in or sign-out or notify anyone.
25 Moreover, parents would bring their newborns to the school, and breastfeed and pass around the
26 infant to others, including teachers, all during school hours with no regards to student rights or
27 safety. There was an incident when a child of an instructor was assaulted. The child should not
28 have been allowed in the building during instruction time. These concerns were brought to the

1 attention of Ms. Love on several occasions.

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3 74. On the other hand, there were various strict rules and requirements that the school had no choice
4 but to adhere to, such as the following: (1) Defendant WEST did not allow crossword puzzles or
5 coloring sheets; (2) Classes could not take place on the second floor as Defendant WEST
6 reportedly did not allow children or staff to go upstairs since he was reportedly afraid of stairs;
7 (3) Defendant WEST did not allow children to use forks or utensils; (4) Defendant WEST
8 required that cups and bowls be the color gray; (5) Defendant WEST did not allow color in the
9 classrooms or artwork hung on the walls; (6) Teachers and children were not allowed to wear
10 jewelry, because Defendant WEST reportedly did not like jewelry; (7) Defendant WEST did not
11 allow chairs, so children had to sit on foam cushions or stand, and teachers had to stand or use a
12 stool; (8) Everyone was required to wear all black from head to toe. Only Defendant WEST's
13 issued or designed apparel was allowed to be worn. Nike and Adidas brands were forbidden; (9)
14 The school was physically locked from the outside during the school day; and (10) Students were
15 not allowed to go outside. The entire school had the same "lunch/recess" time which was taken
16 indoors. Students had to eat their lunch on the floor as there were no tables.

17
18 75. No action was taken to remedy Plaintiffs' complaints regarding sanitation, health, safety or
19 education standard pursuant to local and state law, which Plaintiffs made throughout the entirety
20 of their employment. Instead, Ms. Love called Plaintiffs "aggressive" in the presence of others.
21 Plaintiffs believe this type of comment facilitates stereotypes about African-American women
22 as being confrontational simply for doing their job and voicing their legitimate concerns in order
23 to provide a safe environment and proper education for their students. When Plaintiff HAILEY
24 attempted to discuss her complaints with Defendant WEST, she was threatened not to reach out
25 to him.

26
27 76. On or around March 3, 2023, upon their arrival at work, Plaintiffs were met in the parking lot of
28 the school where they were notified they were being terminated from their employment effective

1 immediately. When asked why they were being terminated, Defendants did not provide them
2 with a reason. Plaintiffs are informed and believe that they were terminated in retaliation for
3 their complaints about Defendants' unlawful and unsafe educational practices
4

5 77. Defendants' retaliatory conduct above described is in violation of California Labor Code §
6 6310.
7

8 78. As a direct and legal result of Defendants' conduct, and each of them, Plaintiffs have suffered
9 and continue to suffer general, consequential, and special damages, including but not limited to
10 substantial losses in earnings, other employment benefits, physical injuries, physical sickness, as
11 well as emotional distress, plus medical expenses, future medical expenses, and attorneys' fees,
12 all to their damage in an amount according to proof.
13

14 **THIRD CAUSE OF ACTION**

15 **Discrimination Based on Race/National Origin in Violation of FEHA**

16 **(Plaintiffs HAILEY and BYERS Against Defendant DONDA ACADEMY and DOES 1-10)**
17

18 79. Plaintiffs incorporate all paragraphs above as though fully set forth herein.
19

20 80. At all times herein mentioned in this complaint, Government Code section 12940 et seq., and
21 California Constitution article I, section 8 were in full force and effect and were binding on
22 the Defendants and the Defendants were subject to their terms, and therefore Defendants were
23 required to refrain from violations of public policy, including discrimination based on
24 race/national origin in violation of the FEHA.
25

26 81. At all times herein mentioned, Plaintiffs were members of a protected class, in that they are
27 African-American women.
28

//

1 82. Defendant DONDA ACADEMY was a business entity regularly employing at least the
2 minimum number of employees upon which certain legal duties and obligations arise under
3 various laws and statutes, including FEHA.

4
5 83. At all times herein mentioned, Plaintiffs were fully qualified and competent to perform their
6 respective duties. Nevertheless, Defendants engaged in a continuing course of discrimination
7 against Plaintiff based on their race/national origin.

8
9 84. No action was taken to remedy Plaintiffs' complaints regarding sanitation, health, safety or
10 education standard pursuant to local and state law, which Plaintiffs made throughout the entirety
11 of their employment. Instead, Ms. Love called Plaintiffs "aggressive" in the presence of others.
12 Plaintiffs believe this type of comment facilitates stereotypes about African-American women
13 as being confrontational simply for doing their job and voicing their legitimate concerns in order
14 to provide a safe environment and proper education for their students. When Plaintiff HAILEY
15 attempted to discuss her complaints with Defendant WEST, she was threatened not to reach out
16 to him.

17
18 85. On or around March 3, 2023, upon their arrival at work, Plaintiffs were met in the parking lot of
19 the school where they were notified they were being terminated from their employment effective
20 immediately. When asked why they were being terminated, Defendants did not provide them
21 with a reason. Plaintiffs are informed and believe that they were terminated in retaliation for
22 their complaints about Defendants' unlawful and unsafe educational practices.

23
24 86. Plaintiffs are informed and believes that they were subjected to discrimination at the workplace
25 on account of their protected class as African-American women.

26
27 87. As a direct and legal result of Defendants' discrimination actions against Plaintiffs for their
28 protected status herein referenced, Plaintiffs have suffered and continue to suffer general,

1 consequential and special damages including but not limited to substantial losses in earnings,
2 other employment benefits, physical injuries, physical sickness, as well as emotional distress,
3 plus medical expenses, future medical expenses, and attorneys' fees, all to their damage in an
4 amount according to proof.

5
6 **FOURTH CAUSE OF ACTION**

7 **Violation of Labor Code §§ 221 and 225.5**

8 **(Unlawful Withholding of Wages)**

9 **(Plaintiffs HAILEY and BYERS Against DONDA ACADEMY and DOES 1-10)**

10
11 88. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

12
13 89. At all times herein set forth, California Labor Code §§ 221 and 225.5 provide that it is unlawful
14 for an employer to collect or receive any part of wages paid to an employee by the employer.
15 throughout the entirety of their employment, Plaintiffs' paychecks were untimely or inaccurate.

16
17 90. Plaintiff BYERS never received her first paycheck. Moreover, Plaintiffs' paychecks would often
18 be short approximately \$1,800.00 to \$2,700.00 per pay period. Plaintiffs complaint to DONDA
19 ACADEMY about the failure to pay them all wages due during the applicable pay periods.

20
21 91. Defendants' practice of unlawfully withholding wages paid to their employees is in violation of
22 California Labor Code §§ 221 and 225.5.

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FIFTH CAUSE OF ACTION

Violation of Labor Code §§ 200 and 204

Wages Not Timely Paid Upon Termination and Waiting Time Penalties

(Plaintiffs HAILEY and BYERS Against DONDA ACADEMY and DOES 1-10)

1
2
3
4
5
6 92. Plaintiffs incorporate all paragraphs above as though fully set forth herein.
7

8 93. At all times herein set forth, California Labor Code §§ 200 through 204 provide that if an
9 employer discharges an employee, the wages earned and unpaid at the time of discharge are due
10 and payable immediately, and that if an employee voluntarily leaves his or her employment, his
11 or her wages shall become due and payable not later than 72 hours thereafter, unless the
12 employee has given 72 hours previous notice of his or her intention to quit, in which case the
13 employee is entitled to his or her wages at the time of quitting.
14

15 94. Plaintiffs' final paycheck did not include all wages owed to Plaintiffs, as Defendants
16 continuously failed to provide Plaintiffs with all their wages earned, in violation of California
17 Labor Code §§ 200 through 204.
18

19 95. Plaintiff BYERS never received her first paycheck. Moreover, Plaintiffs' paychecks would often
20 be short approximately \$1,800.00 to \$2,700.00 per pay period. Plaintiffs complaint to DONDA
21 ACADEMY about the failure to pay them all wages due during the applicable pay periods.
22

23 96. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in
24 accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty
25 from the due date, and at the same rate until paid or until an action is commenced; but the wages
26 shall not continue for more than 30 days.

27 //

28 //

1 97. Plaintiffs are entitled to recover from Defendants additionally accruing wages for each day not
2 paid, at the regular daily rate of pay, up to 30 days maximum pursuant to California Labor Code
3 § 203.

4
5 **SIXTH CAUSE OF ACTION**

6 **Violation of Labor Code § 558.1**

7 **(Plaintiffs HAILEY and BYERS Against All Defendants)**

8
9 98. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

10
11 99. At all times herein set forth, California Labor Code § 558.1 provides that any person acting on
12 behalf of an employer, who violates, or causes to be violated §§ 203, 226, 226.7, 1193.6, 1194,
13 or 2802, may be held liable as the employer for such violation.

14
15 100. Labor Code § 203 imposes fines for willful violations of Labor Code § 201, which requires
16 employers to pay discharged employees their wages earned and unpaid within seventy-two (72)
17 hours of discharge. Section 203 further states that the wages of the employee shall continue as a
18 penalty from the due date thereof at the same rate unpaid or until an action therefor is commence,
19 but not to continue for more than thirty (30) days.

20
21 101. Labor Code § 226 provides that every employer shall furnish each of his or her employees an
22 accurate itemized wage statement in writing showing nine pieces of information, including: (1)
23 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
24 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be
26 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
27 which the employee is paid, (7) the name of the employee and the last four digits of his or her
28 social security number or an employee identification number other than a social security number,

1 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
2 rates in effect during the pay period and the corresponding number of hours worked at each
3 hourly rate by the employee.
4

5 102. Defendant WEST, the founder and owner of DONDA ACADEMY, has engaged in a pattern and
6 practice of continuously providing Plaintiffs with inaccurate and untimely wage statements.
7 Accordingly, WEST has acted on behalf of DONDA ACADEMY and should be held personally
8 liable for the unpaid wages and waiting time penalties of Plaintiffs.
9

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of Labor Code § 226**

12 **Inaccurate Wage Statements**

13 **(Plaintiffs HAILEY and BYERS Against DONDA ACADEMY and DOES 1-10)**
14

15 103. Plaintiff incorporates by reference and realleges each of the foregoing paragraphs.
16

17 104. At all material times set forth herein, California Labor Code § 226(a) provides that every
18 employer shall furnish each of his or her employees an accurate itemized wage statement in
19 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
20 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
21 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
22 on written orders of the employee may be aggregated and shown as one item, (5) net wages
23 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
24 employee and the last four digits of his or her social security number or an employee
25 identification number other than a social security number, (8) the name and address of the legal
26 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
27 the corresponding number of hours worked at each hourly rate by the employee.
28

//

1 105. As a result of DONDA ACADEMY's violation of California Labor Code § 226(a), Plaintiff has
2 suffered an injury and damage to her statutorily protected rights.

3
4 106. Specifically, Plaintiff was injured by DONDA ACADEMY's intentional violation of California
5 Labor Code 226(a) because she was denied both her legal right to receive, and her protected
6 interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

7
8 107. Plaintiff was also injured as a result of having to bring this action to attempt to obtain correct
9 wage information following DONDA ACADEMY's refusal to comply with many of the
10 mandates of California's Labor Code and related laws and regulations.

11
12 108. Under California Labor Code § 226(e), Plaintiff is entitled to recover from DONDA ACADEMY
13 the greater of her actual damages caused by DONDA ACADEMY's failure to comply with
14 California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars
15 (\$4,000).

16
17 **EIGHTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 2698, et seq.**

19 **Private Attorney General Act**

20 **(Plaintiffs and Aggrieved Employees Against ALL Defendants)**

21
22 109. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

23
24 110. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiffs to recover civil penalties
25 for the violation(s) of the Labor Code.

26
27 111. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

28 //

1 112. At all times herein set forth, PAGA provides that any provision of law under the California
2 Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for
3 violations of the California Labor Code may, as an alternative, be recovered through a civil
4 action brought by an aggrieved employee on behalf of herself and other current or former
5 employees pursuant to procedures in California Labor Code section 2699.3, for health and safety
6 violations, wage and hour violations, and retaliation under the Labor Code.

7
8 113. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,”
9 who is any person that was employed by the alleged violator and against whom one or more of
10 the alleged violations was committed.

11
12 114. Plaintiffs were employed by Defendants and the alleged violations were committed against them
13 during their time of employment. Therefore, Plaintiffs and other employees are Aggrieved
14 Employees as defined by California Labor Code section 2699(c) in that they are all current or
15 former employees of Defendants who are or were employed as non-exempt employees, and one
16 or more of the alleged violations were committed against them.

17
18 115. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
19 including Plaintiff, may pursue a civil action arising under PAGA after the following
20 requirements have been met: The aggrieved employee shall give written notice by certified mail
21 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of
22 the California Labor Code alleged to have been violated, including the facts and theories to
23 support the alleged violations. The LWDA shall provide notice (hereinafter “LWDA Notice”)
24 to the employer and the aggrieved employee by certified mail that it does not intend to
25 investigate the alleged violation within thirty (30) calendar days of the postmark date of the
26 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided
27 within thirty-three (33) calendar days of the postmark date of the Employee’s Notice, the
28 aggrieved employee may commence a civil action pursuant to California Labor Code section

1 2699 to recover civil penalties in addition to any other penalties to which the employee may be
2 entitled.

3
4 116. On May 2, 2023, Plaintiffs provided written notice by certified mail to the LWDA and to
5 Defendants of the specific provisions of the California Labor Code alleged to have been violated,
6 including the facts and theories to support the alleged violations.

7
8 117. Plaintiffs will have satisfied the administrative prerequisites under California Labor Code
9 section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies,
10 for violations of California Labor Code §§ 98.6, 1102.5, 6310, 200, 201, 202, 203, 204, 221,
11 and 226(a).

12
13 118. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs and all other
14 Aggrieved Employees are entitled to recover civil penalties against Defendants, in addition to
15 other remedies, for violations of California Labor Code §§ 98.6, 1102.5, 6310, 200, 201, 202,
16 203, 204, 221, and 226(a).

17
18 119. Further Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant
19 to California Labor Code § 2699 and any other applicable statute.

20
21 **PRAYER**

22
23 1. For damages according to proof, including unpaid wages, loss of earnings, deferred
24 compensation, and other employment benefits;

25
26 2. For general damages, including but not limited to emotional distress, according to proof;

27 //

28 //

- 1 3. For other special damages according to proof, including but not limited to reasonable medical
2 expenses
- 3
- 4 4. For punitive damages;
- 5
- 6 5. For prejudgment interest on lost wages and benefits;
- 7
- 8 6. For statutory penalties pursuant to California Labor Code § 226(e);
- 9
- 10 7. For statutory wage penalties pursuant to California Labor Code §§ 1770-1773;
- 11
- 12 8. For restitution of unpaid wages to Plaintiffs and prejudgment interest from the day such amounts
13 were due and payable;
- 14
- 15 9. For civil penalties pursuant to California Labor Code § 2699(a) and/or 2699 (f) and (g) in the
16 amount of at least one hundred dollars (\$100) for each violation per pay period for the initial
17 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation, plus costs and attorneys' fees for violation of California Labor Code §§
19 98.6, 1102.5, 6310, 200, 201, 202, 203, 204, 221, and 226(a), Wage Orders and 8 CCR § 3364
- 20
- 21 10. For costs incurred by Plaintiffs, including reasonable attorneys' fees and costs of suit, in obtaining
22 the benefits due to Plaintiffs and for violations of Plaintiffs' civil rights through the Fair
23 Employment & Housing Act and the Labor Code, and pursuant to the Labor Code §§ 218.5, 218.6,
24 226(e), 1194(a), 2699, and 1102.5 as set forth above; and
- 25
- 26 11. For such other further relief as the court deems just and proper.


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Dated: October 19, 2023

WEST COAST EMPLOYMENT LAWYERS, APLC

By: 


Ronald L. Zambrano, Esq.
Melineh Jingoian, Esq.
Attorney for Plaintiffs,
CECILIA HAILEY, CHEKAREY BYERS, and
TIMANII MEEKS

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands trial by jury.

Dated: October 19, 2023

WEST COAST EMPLOYMENT LAWYERS, APLC

By: 

Ronald L. Zambrano, Esq.
Melineh Jingoian, Esq.
Attorney for Plaintiffs,
CECILIA HAILEY, CHEKAREY BYERS, and
TIMANII MEEKS