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12 Attorneys for Plaintiffs,  
13 CECILIA HAILEY and CHEKAREY BYERS

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

16 CECILIA HAILEY, an Individual, and  
17 CHEKAREY BYERS, an Individual,

18 Plaintiffs,

19 v.

20 DONDA ACADEMY, INCORPORATED, a  
21 Delaware Non-Profit Corporation; KANYE  
22 WEST, as an Individual; BRIANNE  
23 CAMBELL, an individual; ALLISON  
24 TIDWELL, an individual; CHRIS JULIAN, an  
25 individual; and DOES 1 through 10, inclusive,

26 Defendants.

Case No.: **23STCV07583**

**COMPLAINT FOR DAMAGES**

- 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; AND
- 7) VIOLATION OF LABOR CODE § 226 (INACCURATE WAGE STATEMENTS)

**DEMAND FOR JURY TRIAL**

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

7  
8 **INTRODUCTION**  
9

- 10 1. This is an action brought by the Plaintiffs, HAILEY and BYERS, pursuant to California statutory,  
11 decision, and regulatory laws. Plaintiffs were employees of Defendant DONDA ACADEMY at  
12 all times herein mentioned. DONDA ACADEMY was founded and is owned by Defendant,  
13 WEST, the Chief Executive Officer, Secretary and Chief Financial Officer. Defendants  
14 CAMPBELL, TIDWELL and JULIAN are all Directors of DONDA ACADEMY.  
15  
16 2. Plaintiffs allege that California statutory, decisional, and regulatory laws prohibit the conduct by  
17 Defendants herein alleged, and therefore Plaintiffs have an entitlement to monetary relief on the  
18 basis that Defendants violated such statutes, decisional law, and regulations.  
19

20 **JURISDICTION AND VENUE**  
21

- 22 3. Jurisdiction is proper in this court by virtue of the California statutes, decisional law, and  
23 regulations, and the local rules under the Los Angeles County Superior Court Rules.  
24  
25 4. Venue in this Court is proper in that Defendant DONDA ACADEMY has a principal business  
26 address located in the City of Chatsworth, County of Los Angeles, State of California.

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28 //

**PARTIES**

- 1
- 2
- 3 5. Plaintiff HAILEY is, and at all relevant times mentioned herein was, an individual residing in the
- 4 county of Los Angeles, within the state of California.
- 5
- 6 6. Plaintiff BYERS is, and at all relevant times mentioned herein was, an individual residing in the
- 7 county of Los Angeles, within the state of California.
- 8
- 9 7. Defendant DONDA ACADEMY is, and all times herein mentioned has been, a California
- 10 Corporation registered with the State of California, with the capacity to sue and to be sued, and
- 11 doing business with a principal place of business located at 19801 Nordhoff
- 12 Place, Chatsworth, California 91311.
- 13
- 14 8. Defendant WEST is, and at all times herein mentioned, was the founder, owner, and Chief
- 15 Executive Officer of DONDA ACADEMY, and at all times herein mentioned was, and upon
- 16 information and belief, is a resident of the county of Los Angeles in the state of California.
- 17
- 18 9. Defendant CAMPBELL is, and at all times herein mentioned, was a Director of DONDA
- 19 ACADEMY, and at all times herein mentioned was, and upon information and belief, is a resident
- 20 of the county of Los Angeles in the state of California.
- 21
- 22 10. Defendant TIDWELL is, and at all times herein mentioned, was a Director of DONDA
- 23 ACADEMY, and at all times herein mentioned was, and upon information and belief, is a resident
- 24 of the county of Los Angeles in the state of California.
- 25
- 26 11. Defendant JULIAN is, and at all times herein mentioned, was a Director of DONDA ACADEMY,
- 27 and at all times herein mentioned was, and upon information and belief, is a resident of the county
- 28 of Los Angeles in the state of California.

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 court  
4 to amend this Complaint to allege their true names and capacities at such time as they are  
5 ascertained.

6  
7 **FACTUAL ALLEGATIONS**  
8

9 13. On or around November 12, 2022, Plaintiff HAILEY became employed by Defendant DONDA  
10 ACADEMY as a substitute teacher. On or around January 9, 2023, HAILEY contracted with  
11 DONDA ACADEMY to become a third-grade teacher at the school.

12  
13 14. On or around January 25, 2023, Plaintiff BYERS, with prior experience in the field of juvenile  
14 justice, became employed by DONDA ACADEMY as a fifth-grade teacher.

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

18  
19 16. Plaintiffs were the only female, African American teachers at DONDA ACADEMY.

20  
21 17. As an educator with over twenty-five years of experience and having served as the dean of two  
22 colleges, Plaintiff HAILEY detected multiple health and safety violations, as well as unlawful  
23 educational practices at DONDA ACADEMY. In an effort to bring attention to the unlawful and  
24 unsafe practices, Plaintiff HAILEY complained to the director/principal of DONDA  
25 ACADEMY, Moira Love (hereinafter referred to as, "Love"), on at least three separate occasions.

26  
27 18. Plaintiffs complained to Love about various violations of Department of Education requirements,  
28 including but not limited to the fact that DONDA ACADEMY was not following state regulations

1 for students in need of educational services, additional testing, or individualized learning plans.  
2 The teachers at DONDA ACADEMY teachers were not trained or required to have Basic Life  
3 Support (BLS) or mandatory-reporting training.  
4

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

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

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

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

//

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

6  
7 24. Furthermore, students were allowed to be picked up from the school campus by strangers, as there  
8 were no policies in place otherwise. Parents, children from other schools, and even random  
9 strangers could come and go at will without ever having to sign-in or sign-out or notify anyone.  
10 Moreover, parents would bring their newborns to the school, and breastfeed and pass around the  
11 infant to others, including teachers, all during school hours with no regards to student rights or  
12 safety. There was an incident when a child of an instructor was assaulted. The child should not  
13 have been allowed in the building during instruction time. These concerns were brought to the  
14 attention of Ms. Love on several occasions.

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

1 Students had to eat their lunch on the floor as there were no tables.

2  
3 26. No action was taken to remedy Plaintiffs' complaints regarding sanitation, health, safety or  
4 education standard pursuant to local and state law, which Plaintiffs made throughout the entirety  
5 of their employment. Instead, Ms. Love called Plaintiffs "aggressive" in the presence of others.  
6 Plaintiffs believe this type of comment facilitates stereotypes about African-American women as  
7 being confrontational simply for doing their job and voicing their legitimate concerns in order to  
8 provide a safe environment and proper education for their students. When Plaintiff HAILEY  
9 attempted to discuss her complaints with Defendant WEST, she was threatened not to reach out  
10 to him.

11  
12 27. Additionally, throughout the entirety of their employment, Plaintiffs' paychecks were untimely  
13 or inaccurate. Plaintiff BYERS never received her first paycheck. Moreover, Plaintiffs'  
14 paychecks would often be short approximately \$1,800.00 to \$2,700.00 per pay period. Plaintiffs  
15 complaint to DONDA ACADEMY about the failure to pay them all wages due during the  
16 applicable pay periods.

17  
18 28. 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 with  
21 a reason. Plaintiffs are informed and believe that they were terminated in retaliation for their  
22 complaints about Defendants' unlawful and unsafe educational practices.

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27 //  
28 //

1 **FIRST CAUSE OF ACTION**

2 **Retaliation Violation in California Labor Code § 1102.5**  
3 **(Plaintiffs Against DONDA ACADEMY and DOES 1 thru 10)**  
4

5 29. Plaintiffs incorporate all paragraphs above as though fully set forth herein.  
6

7 30. At all times herein mentioned in this Complaint, California Labor Code § 1102.5 et seq. was in  
8 full force and effect and binding on the Defendants and the Defendants was subject to its terms.  
9 Defendants wrongfully retaliated against Plaintiffs for reasons and in a manner contrary to public  
10 policy, on a pre-textual basis, because of Plaintiffs complaints about various violations of the  
11 department of education's laws, as herein alleged.  
12

13 31. Pursuant to California Labor Code § 1102.3, subdivision (c), an employer or any person acting  
14 on behalf of the employer shall not retaliate against an employee for refusing to participate in an  
15 activity that would result in a violation of or noncompliance with local, state, or federal rule or  
16 regulation.  
17

18 32. Plaintiffs complained to Love about various violations of Department of Education requirements,  
19 including but not limited to the fact that DONDA ACADEMY was not following state regulations  
20 for students in need of educational services, additional testing, or individualized learning plans.  
21 The teachers at DONDA ACADEMY teachers were not trained or required to have Basic Life  
22 Support (BLS) or mandatory-reporting training.  
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24 33. Moreover, Plaintiffs complained to Love about the lack of safety for DONDA ACADEMY's  
25 students. Specifically, they complained that DONDA ACADEMY does not have a proper  
26 disciplinary system, as students were being subject to severe bullying. In one incident, a student  
27 assaulted an eighth-grade student by slapping her, then attempted to assault another teacher. The  
28 student had multiple accounts of bullying, both physically and verbally, that had gone without



1 discipline. However, there are several students with bullying issues that remain unaddressed.  
2 Plaintiff BYERS complained that the student who became violent should be expelled from  
3 DONDA ACADEMY.

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

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

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

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

25  
26 38. Furthermore, students were allowed to be picked up from the school campus by strangers, as there  
27 were no policies in place otherwise. Parents, children from other schools, and even random  
28 strangers could come and go at will without ever having to sign-in or sign-out or notify anyone.

1 Moreover, parents would bring their newborns to the school, and breastfeed and pass around the  
2 infant to others, including teachers, all during school hours with no regards to student rights or  
3 safety. There was an incident when a child of an instructor was assaulted. The child should not  
4 have been allowed in the building during instruction time. These concerns were brought to the  
5 attention of Ms. Love on several occasions.

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

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

1 to him.

2  
3 41. Additionally, throughout the entirety of their employment, Plaintiffs' paychecks were untimely  
4 or inaccurate. Plaintiff BYERS never received her first paycheck. Moreover, Plaintiffs'  
5 paychecks would often be short approximately \$1,800.00 to \$2,700.00 per pay period. Plaintiffs  
6 complaint to DONDA ACADEMY about the failure to pay them all wages due during the  
7 applicable pay periods.

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

14  
15 43. Plaintiffs are informed and believe that they were terminated in retaliation for their complaints  
16 about Defendants' unlawful and unsafe educational practices.

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

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1 discipline. However, there are several students with bullying issues that remain unaddressed.  
2 Plaintiff BYERS complained that the student who became violent should be expelled from  
3 DONDA ACADEMY.

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

10  
11 51. Specifically, DONDA ACADEMY had no cleaning staff. Defendant WEST did not believe in  
12 cleaning products containing chemicals, so teachers were only allowed to clean with acid water  
13 and microfiber cloths. There were no trash cans outside of the classrooms or the kitchen.

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

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

25  
26 54. Furthermore, students were allowed to be picked up from the school campus by strangers, as there  
27 were no policies in place otherwise. Parents, children from other schools, and even random  
28 strangers could come and go at will without ever having to sign-in or sign-out or notify anyone.

1 Moreover, parents would bring their newborns to the school, and breastfeed and pass around the  
2 infant to others, including teachers, all during school hours with no regards to student rights or  
3 safety. There was an incident when a child of an instructor was assaulted. The child should not  
4 have been allowed in the building during instruction time. These concerns were brought to the  
5 attention of Ms. Love on several occasions.

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

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

1 to him.

2  
3 57. On or around March 3, 2023, upon their arrival at work, Plaintiffs were met in the parking lot of  
4 the school where they were notified they were being terminated from their employment effective  
5 immediately. When asked why they were being terminated, Defendants did not provide them with  
6 a reason. Plaintiffs are informed and believe that they were terminated in retaliation for their  
7 complaints about Defendants' unlawful and unsafe educational practices

8  
9 58. Defendants' retaliatory conduct above described is in violation of California Labor Code § 6310.

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

16  
17 **THIRD CAUSE OF ACTION**

18 **Discrimination Based on Race/National Origin in Violation of FEHA**  
19 **(Plaintiffs Against Defendant DONDA ACADEMY and DOES 1-10)**

20  
21 60. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

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

28 //

1 62. At all times herein mentioned, Plaintiffs were members of a protected class, in that they are  
2 African-American women.

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

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

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

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

26  
27 67. Plaintiffs are informed and believes that they were subjected to discrimination at the workplace  
28 on account of their protected class as African-American women.



1 68. As a direct and legal result of Defendants' discrimination actions against Plaintiffs for their  
2 protected status herein referenced, Plaintiffs have suffered and continue to suffer general,  
3 consequential and special damages including but not limited to substantial losses in earnings,  
4 other employment benefits, physical injuries, physical sickness, as well as emotional distress,  
5 plus medical expenses, future medical expenses, and attorneys' fees, all to their damage in an  
6 amount according to proof.

7  
8 **FOURTH CAUSE OF ACTION**

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

10 **(Unlawful Withholding of Wages)**

11 **(Plaintiffs Against DONDA ACADEMY and DOES 1-10)**

12  
13 69. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

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

18  
19 71. 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 72. Defendants' practice of unlawfully withholding wages paid to their employees is in violation of  
24 California Labor Code §§ 221 and 225.5.

25 //

26 //

27 //

28 //

1 **FIFTH CAUSE OF ACTION**

2 **Violation of Labor Code §§ 200 and 204**

3 **Wages Not Timely Paid Upon Termination and Waiting Time Penalties**

4 **(Plaintiffs Against DONDA ACADEMY and DOES 1-10)**

5  
6 73. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

7  
8 74. 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 employee  
12 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
13 entitled to his or her wages at the time of quitting.

14  
15 75. Plaintiffs' final paycheck did not include all wages owed to Plaintiffs, as Defendants continuously  
16 failed to provide Plaintiffs with all their wages earned, in violation of California Labor Code §§  
17 200 through 204.

18  
19 76. 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 77. 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 from  
25 the due date, and at the same rate until paid or until an action is commenced; but the wages shall  
26 not continue for more than 30 days.

27 //

28 //

1 78. 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 Against All Defendants)**

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

10  
11 80. 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 81. 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 82. 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 hourly  
3 rate by the employee.  
4

5 83. 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 **FIFTH CAUSE OF ACTION**

11 **Violation of Labor Code § 226**

12 **Inaccurate Wage Statements**

13 **(Plaintiff Against DONDA ACADEMY and DOES 1-10)**  
14

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

17 85. 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 identification  
25 number other than a social security number, (8) the name and address of the legal entity that is  
26 the employer, and (9) all applicable hourly rates in effect during the pay period and the  
27 corresponding number of hours worked at each hourly rate by the employee.  
28

//

1 86. 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 87. 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 88. 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 89. 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 **PRAYER**

18  
19 1. For damages according to proof, including unpaid wages, loss of earnings, deferred  
20 compensation, and other employment benefits;

21  
22 2. For general damages, including but not limited to emotional distress, according to proof;

23  
24 3. For other special damages according to proof, including but not limited to reasonable medical  
25 expenses


26  
27 4. For punitive damages;

28 //

- 1 5. For prejudgment interest on lost wages and benefits;
- 2
- 3 6. For costs incurred by Plaintiffs, including reasonable attorneys' fees and costs of suit, in obtaining
- 4 the benefits due to Plaintiffs and for violations of Plaintiffs' civil rights through the Fair
- 5 Employment & Housing Act and the Labor Code, Labor Code §§ 226(e), and 1102.5 as set forth
- 6 above; and
- 7
- 8 7. For such other further relief as the court deems just and proper.
- 9

10 Dated: April 6, 2023

WEST COAST EMPLOYMENT LAWYERS, APLC


11  
12 By:   
13 \_\_\_\_\_  
14 Ronald L. Zambrano, Esq.  
15 Melineh Jingoian, Esq.  
16 Attorney for Plaintiffs,  
17 CECILIA HAILEY and  
18 CHEKAREY BYERS

19  
20 **DEMAND FOR JURY TRIAL**

21 Plaintiffs hereby demand trial by jury.

22 Dated: April 6, 2023

WEST COAST EMPLOYMENT LAWYERS, APLC

23  
24 By:   
25 \_\_\_\_\_  
26 Ronald L. Zambrano, Esq.  
27 Melineh Jingoian, Esq.  
28 Attorney for Plaintiffs,  
CECILIA HAILEY and  
CHEKAREY BYERS

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