

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND LIMITED RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made by and between Tan Nguyen (“Plaintiff”), on behalf of himself and as a proxy/agent for the California Labor Workforce Development Agency (“LWDA”), and Hometown Equity Mortgage, LLC (“HEM” or “Defendant”), a Missouri corporation to settle and resolve Plaintiff’s lawsuit for civil penalties pursuant to California Labor Code § 2698, *et seq.* and his individual claims filed against Defendant (“PAGA”). Plaintiff and Defendant are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.” This Agreement is made in consideration of the following facts:

A. WHEREAS, certain disputes have arisen between the Parties concerning Plaintiff’s claims against Defendant regarding various wage and hour practices, including, but not limited to, its compensation plan, commission payments, meal break policies, rest period policies, overtime policies, wage statements, and payment of wages due during or at separation of employment, as applied to “all current and former hourly paid employees who worked for Hometown Equity Mortgage, LLC (“Defendant”) in the State of California at any time between March 1, 2021 to September 30, 2023. (the “PAGA Period”). These employees are hereinafter referred to as the “PAGA Employees.”

B. WHEREAS, Plaintiff filed the action currently pending in the Superior Court of California, County of Orange, entitled *Nguyen v. Hometown Equity Mortgage, LLC*, Case No. 30-2022-01246368-CU-WT-CXC (the “Lawsuit” or “Action”), which is based on the disputes described in Paragraph A, above, and the allegations set forth in Plaintiff’s March 1, 2022, and May 11, 2022, letters to the LWDA. (“PAGA Notices”).

C. WHEREAS, Defendant denies all of the allegations in the Lawsuit, and specifically the PAGA Representative Claim, and deny that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties agree that neither the Parties’ settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

D. WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's PAGA Representative Claim and individual claims, and that it is the desire and intention of the Parties to reach a final and complete resolution of the Lawsuit, including the PAGA Representative Claim and individual claims against Defendant. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant of liability.

E. WHEREAS the Plaintiff and his counsel of record believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Representative Claim, and the Parties agree that they have arrived at the settlement after extensive, arms-length negotiations in a full day private mediation, considering all relevant factors, present and potential.

F. WHEREAS, Plaintiff contends that, under California Law, the State may assess and collect civil penalties from "employers" for violations of certain provisions of the Labor Code. *See Cal. Lab. Code § 2699, et seq.* Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as was the case here, or does investigate and determines that a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id.* "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees." *Id.*

G. WHEREAS, Plaintiff contends that California Labor Code section 2699(l) requires Court approval of "any penalties sought as part of a proposed settlement agreement" pursuant to PAGA. The Parties agree that the Lawsuit will be settled in its entirety without any requirement of class certification under Code of Civil Procedure Section 382. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of this case proceeding as a representative action in the event that this Agreement is not approved. In the event that this Agreement is not approved, Defendant also does not waive, and instead expressly reserves, its right to assert that any PAGA representative action claim must comply with the Code of Civil Procedure Section 382 and/or the appropriate provisions of the California and Federal Rules of Civil Procedure, and to otherwise challenge the propriety of this case proceeding in any sort of representative capacity. Additionally, Defendant does not waive, and instead expressly reserves,

its rights to bring forth a motion to require that Tan Nguyen arbitrate his claims on an individual basis in the event that this Agreement is not approved.

THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this settlement (“Effective Date”) shall be the date the Court signs the order approving the PAGA Settlement (“Court Approval Order”) if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them or (b) sixty-one days after the date of service of notice of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. **RELEASES:**

2.1 **Release by LWDA/Effect of Judgment on PAGA Employees:** The parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the California Labor & Workforce Development Agency (“LWDA”), including the LWDA, and the members of the PAGA Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against HEM and its past or present parents, subsidiaries, and affiliated corporations, officers, directors, employees, partners, agents, insurers, predecessors, successors and/or any other individual or entity that could be liable for the acts or omissions of HEM (“Released Parties”). It is expressly understood and agreed that this settlement only includes a full release of the PAGA claim for the time period March 1, 2021 through September 30, 2023, for any and all alleged Labor Code violations pled in the First Amended Complaint (“FAC”) and/or LWDA letters dated March 1, 2022, and May 11, 2022 and those PAGA violations that could have been asserted in the FAC based upon the facts pled therein. These Labor Code violations include, but are not limited to, claims made pursuant to Labor Code §§ 201, 202, 203, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1 and the IWC Wage Orders. The PAGA Notices are attached as **Exhibit B** to this Agreement. The FAC is attached as **Exhibit C** to this Agreement.

2.2 **Plaintiff’s Release:** Plaintiff does hereby — for himself and for his heirs, representatives,

attorneys, executors, administrators, successors, and assigns — release, acquit, remise, and forever discharge HEM and each of their respective affiliates, subsidiaries, parent companies, related companies, partners, officers, directors, managers, servants, agents, current and/or former employees, representatives, and attorneys, past or present, and all persons acting under, by, through, or in concert with any of them (collectively, the “Releasees”), from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including, but not limited to, any claims or causes of action arising out of or in any way relating to Plaintiff’s employment or which he might otherwise seek to raise against HEM. The Parties agree that this release of claims includes, but is not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including commissions; claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, retaliatory discharge, or public policy violations of whatever kind or nature, defamation, blacklisting, invasion of privacy, fraud, misrepresentation, emotional distress, or other common law or tort matters; claims of harassment, retaliation, or discrimination based on age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, pregnancy, medical condition, marital status, and any other protected status; claims under the California Labor Code, Government, Business and Professions, and Health and Safety Codes; claims based upon the California Constitution; claims based on any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Business Practice Act, California Wage Orders, the California Family Rights Act, Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Labor Management Relations Act, and the Family Medical Leave Act, all as amended.

2.2.1 For the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the general release set forth in this Agreement is intended to include in its effect, without limitation, claims that Plaintiff did not know or suspect to exist in his favor at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In

furtherance of this settlement, Plaintiff waives any rights he may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

3. **SETTLEMENT APPROVAL BY COURT:** Plaintiff is represented by Verum Law Group, APC (“Plaintiff’s Counsel”). Plaintiff’s Counsel shall prepare, file and serve a motion for approval of the PAGA penalties pursuant to California Labor Code § 2699(l) advocating that the penalties are fair, adequate, and reasonable.

4. **NOTICE TO PAGA EMPLOYEES:**

4.1 No later than thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator, Phoenix Settlement Administrators, with a list of all PAGA Employees (the “PAGA Employees List”). The PAGA Employees List shall state each PAGA Employee’s (1) full name, (2) last known address, (3) social security number, and (4) the number of pay periods he or she worked during the PAGA Period. This information shall be treated as and remain confidential and shall be used solely to manage the notice and claims process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

4.2 No later than ten (10) business days after receipt of the Gross Settlement Fund (defined below in Section 5.1) from Defendant, the Settlement Administrator will mail settlement checks and a letter explaining why the check is being sent, substantially in the form attached hereto as **Exhibit A** (“Notice”), to the PAGA Employees identified on the PAGA Employees List. Prior to mailing the Notices, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Notices be returned as undeliverable, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Notices to the traced address.

5. **SETTLEMENT PAYMENT PROCEDURES:**

5.1 **Gross Settlement Fund.** Provided that the Order of Approval is entered by the Court, and in exchange for the Releases set forth in Paragraph 2 above, Defendant hereby agrees to make a payment to an account designated by the Settlement Administrator in the amount of Two Hundred Ninety Five Thousand Dollars (\$295,000.00) (“Gross Settlement Fund” or “GSF”) which shall be all inclusive, encompassing (i) all payments to the LWDA and PAGA Employees; (ii) any and all costs of third party administration of the settlement; (iii) all attorneys’ fees and costs; and (iv) Plaintiff’s Individual Settlement. Defendant agrees to fund the Gross Settlement Fund within thirty days after the Court Approval Order.

5.1.1 **Estimated Number of Employees and Workweeks** The negotiations of the Settlement were premised on the assumption that there were 548 aggrieved employees, that worked approximately 9,600 pay periods between March 1, 2021 to August 9, 2023. In the event the total number of pay periods worked by aggrieved employees between March 1, 2021 to September 30, 2023 exceeds 9,600 pay periods by more than fifteen (15%) (i.e., exceeds 11,040 pay periods), then Defendant shall have the option to: 1) either pay the difference between the actual total number of pay periods and the fifteen 15% increase (11,040 pay periods); or 2) choose to shorten the PAGA Period to a date on which the pay period does not exceed 11,040 pay periods.

5.2 **Attorneys’ Fees and Costs:** Defendant will not oppose a request by Plaintiff for attorneys’ fees of up to one-third (1/3) of the Gross Settlement PAGA Fund equal to Ninety Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$98,333.33) (“Attorney Fee”), and costs of Fifteen Thousand Seven Hundred Five Dollars and Thirteen Cents (\$15,705.13) (“Attorney Cost”) as compensation for the reasonable attorneys’ fees and costs incurred in connection with the work performed to litigate the Lawsuit (collectively, “Attorney Fee/Cost Payment”). The Settlement Administrator will issue an IRS Form 1099 to Plaintiff’s Counsel for their respective share of the Attorney Fee/Cost Payment.

5.3 **Plaintiff’s Individual Settlement:** Plaintiff will execute a separate settlement agreement for the Individual Wage Settlement in the amount of Seven Thousand Dollars, and Zero Cents (\$7,000.00).

5.4 **Settlement Administration Costs:** Defendant will not oppose a request for reimbursement of costs associated with the administration of the Settlement in an amount of no more than Seven Thousand Dollars and Zero Cents (\$7,000.00) to be paid to the Settlement

Administrator (“Administration Costs”). These costs will be reimbursed from the Gross Settlement Fund.

5.5 Net Settlement Fund: Once the Attorney Fee/Cost Payment Settlement Administration Costs, and Plaintiff’s Individual Settlement have been subtracted from the Gross Settlement Fund, the remaining funds (approximately \$166,961.54) will be referred to as the “Net Settlement Fund.”

5.5.1 The Net Settlement Fund shall be allocated as follows: A total of seventy-five percent (75%) of the Net Settlement Fund shall be paid to the California Labor & Workforce Development Agency (“LWDA PAGA Payment”), which is approximately \$125,221.15. The remaining twenty-five percent (25%) of the Net Settlement Fund (“PAGA Employees’ Fund”), which is approximately \$41,740.38, shall be payable to the PAGA Employees, and each PAGA Employee shall receive a pro rata share of this amount as further detailed in Paragraph 5.6, below.

5.6 Allocation of PAGA Employees’ Fund: Each PAGA Employee shall be sent a pro rata share of the PAGA Employees’ Fund (“Individual Settlement Shares”) based on the number of pay periods that he or she worked for Defendant in the State of California during the PAGA Period (“Qualifying Pay Periods”). The Individual Settlement Shares shall be calculated as follows:

- First, for PAGA Employees, one (1) pay period will count as one (1) Qualifying Pay Period.
- Second, each PAGA Employee’s number of Qualifying Pay Periods will be divided by the total number of Qualifying Pay Periods for all PAGA Employees based on the formula above, and the resulting figure will be referred to as the “Multiplier.”
- Third, each PAGA Employee’s Multiplier will be applied to the PAGA Employees’ Fund to calculate each employee’s dollar share of the PAGA Employees’ Fund.

HEM is not responsible or liable for any errors in the calculation of settlement amounts to be awarded to each PAGA Employee. HEM is also not liable or responsible for any errors made by the Settlement Administrator in the administration of the settlement.

5.7 Distribution and Taxes: No later than fifteen (15) business days after the receipt of the Gross Settlement Fund from Defendant, the Settlement Administrator shall distribute the Notice and a check to each PAGA Employee in the amount of that employee’s Individual

Settlement Share, and a check to the LWDA for its share of PAGA penalties. The Notice sent with the checks to the PAGA Employees shall be in substantially the same form as, and contain the same language as, the Notice letter attached hereto as Exhibit A. Each PAGA Employee's Individual Settlement Share, which constitutes payment for civil penalties, shall be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 to the respective PAGA Employee and applicable governmental authorities. Within twenty (20) calendar days of distributing all payments required under this Agreement, the Settlement Administrator shall provide to Plaintiff's and Defendant's Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement. Nothing in this Agreement is intended to constitute legal advice regarding federal, state and/or local tax obligations. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED). ADDITIONALLY PLAINTIFF ACKNOWLEDGES THAT HE (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON PLAINTIFF.

5.8 **Expiration of Settlement Checks:** Settlement checks issued to PAGA Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall remit any unclaimed funds to the California Unclaimed Property Fund maintained by the

California State Controller's Office with an identification of the PAGA Employees and the amounts allocated to each.

5.9 **Disputes Relating to Settlement Administration.** Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court. Neither HEM nor Plaintiff shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5.10 **Effect of Judgment.** Upon the Court's entry of the Final Order and judgment, Plaintiff and the PAGA Employees will: (i) be bound by the terms and conditions of this Agreement, and the releases set forth herein; (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the settlement and the Court's Final Order, and (iii) be entitled to receive a share of the Employee PAGA Fund along with all other PAGA Employees, as set forth herein, regardless of whether he or she receives Notice or deposits any payment received as a result of the Agreement.

6. **IMPACT OF NON-APPROVAL BY COURT:** Should the Court not approve the Settlement; the Parties shall request leave and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Court ultimately fails to grant approval after the Parties' joint attempt to remedy the issues, or if the Court's approval is reversed or materially modified on appellate review, the Parties' Settlement and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

7. **ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT:** Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this Lawsuit and over all Parties, to the fullest extent to enforce and effectuate the terms and intent of the Settlement and this Agreement. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

8. **REPRESENTATIONS AND WARRANTIES:** In further consideration for payment of the PAGA settlement amounts, Plaintiff represents and warrants that he has the right and exclusive authority to execute this Agreement. Each Party to this Agreement also represents and warrants to, and agrees with, each other Party hereto as follows:

8.1 Each Party has carefully read, and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

8.2 Each Party to this Agreement has investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.

8.3 Each separately-numbered term of this Agreement is contractual, not merely a recital.

8.4 Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

9. **NO ADMISSION OF WRONGDOING:** Defendant denies that they engaged in any unlawful activity, that they failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendant or any of the Released Parties of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendant or any of the Released Parties.

10. **NON-EVIDENTIARY USE:** Neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff, the LWDA, Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession,

indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to attempt to establish that a PAGA Employee or the LWDA has released PAGA claims, has resolved or has been compensated for any claims made by that employee or the LWDA.

11. **CHOICE OF LAW:** The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

12. **COOPERATION:** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

13. **SEVERABILITY:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions.

14. **ADDITIONAL TERMS:**

14.1 This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

14.2 Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

14.3 This Agreement may be executed in counterparts. A signature by way of facsimile or email shall serve as an original for all purposes.

14.4 Headings in this Agreement are included solely for convenience and shall not control the meaning or interpretation of any provision of this Agreement.

14.5 With the exception of claims asserted by the Plaintiff in this Lawsuit, including released PAGA Representative Claim, Plaintiff agrees not to participate in, encourage, assist or facilitate, and Plaintiff and his attorneys represent that they have not participated in, encouraged, assisted or facilitated, the bringing or maintenance of any kind of cause of action, claim, report, or any administrative complaint on the federal, state, or local level by any of the Released Parties' former or present employees against any of the Released Parties based on any matter arising or accruing prior to the execution of the Agreement, except for any activities that cannot be precluded under applicable law. The Parties agree that the information to be provided to the Settlement Administrator will not be used to solicit PAGA Employees to file any claim, charge or complaint of any kind whatsoever against Released Parties, or for any other purpose other than to administer the settlement as provided herein. Plaintiff and his attorneys represent that they are unaware of any other employees of the Released Parties who have taken any affirmative steps toward the filing of any claims against the Released Parties, other than the Plaintiff in this action. Plaintiff and his attorneys agree to not knowingly use information obtained via the Lawsuit or settlement to solicit, encourage, or assist anyone else to initiate a claim against the Released Parties.

14.6. Statements Regarding the Settlement. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the Lawsuit other than what is available in public documents, at any time. Any communication about the settlement and this Agreement to PAGA Employees prior to Court approval of the notice process, will be directed to the Settlement Administrator and will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming notice.

14.7 This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Plaintiff and a duly authorized officer of HEM.

15. **NONDISCLOSURE AND NONPUBLICATION.** Plaintiff and his attorney of record agree not to publicize the Agreement, the fact of the Agreement, its terms or contents, or the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA. However, Plaintiff's counsel may list the case name and number and a description of the allegations in their qualifications as counsel in other cases.

16. **NOTICES:** All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail, to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiff

VERUM LAW GROUP, APC
Sam Kim
Yoonis Han
360 N. Pacific Coast Highway, Ste 1025
El Segundo, CA 90245

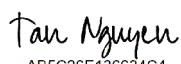
Counsel for Defendant

LANE POWELL PC
Rishi Puri
601 SW Second Avenue, Suite 2100
Portland, OR 97204

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF TAN NGUYEN

Dated: 12/4/2023

DocuSigned by:

AB5C26E136634C4...
Tan Nguyen

DEFENDANT HOMETOWN EQUITY
MORTGAGE, LLC, a Missouri
corporation.

Dated: December 5, 2023 | 2:41 PM PST

DocuSigned by:

Aaron Iverson

884A731E7575427...

Name: Aaron Iverson

Title: President

APPROVED AS TO FORM AND CONTENT

Dated: December 4, 2023

VERUM LAW GROUP, APC



Sam Kim
Yoonis Han
Attorneys for Plaintiff Tan Nguyen

Dated: December 5, 2023

LANE POWELL PC



Rishi Puri
Attorney for Defendant
Hometown Equity Mortgage, LLC

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Nguyen v. Hometown Equity Mortgage, LLC, et al

(Orange County Superior Court Case No. 30-2022-01246368-CU-WT-CXC)

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this Notice and a check made payable to you as a result of a lawsuit pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”). The lawsuit sought to recover civil penalties for purported wage and hour practices, including, but not limited to the alleged failure to pay overtime, the failure to pay all wages, failure to provide meal periods or compensation in lieu thereof, failure to authorize rest periods or compensation in lieu thereof, failure to provide accurate itemized wage statements. Defendant Hometown Equity Mortgage, LLC (“Defendant”) denied these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims for civil penalties asserted in the lawsuit on behalf of “all current and former hourly paid employees who worked for Defendant in the State of California at any time between March 1, 2021 to September 30, 2023.” (“PAGA Employees”)

The release in this matter is only releasing claims for PAGA civil penalties and does not release any substantive wage claims. Further, there is no compensation being paid to you for any underlying substantive wage claims.

According to Defendant’s records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred eighty (180) days. Checks remaining un-cashed for more than 180 days after issuance will become void and the funds will be sent to the California Unclaimed Property Fund maintained by the California State Controller’s Office with an identification of the PAGA Employees and the amounts allocated to each. Current employees of Defendant will not be retaliated against for cashing their PAGA settlement checks. The payment will be considered civil penalties and may be subject to local, state, and/or federal taxes and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement. If you have any questions, you may contact Phoenix Settlement Administrators at [INSERT PHONE NUMBER].

EXHIBIT B



841 Apollo Street, Suite 340 | El Segundo, California | P: 424.320.2000 | F: 424.221.5010

March 1, 2022

VIA ONLINE WEBSITE SUBMISSION

<https://dir.tfaforms.net/308>

State of California
Labor & Workforce Development Agency
Department of Industrial Relations
Attn: PAGA Administrator

Re: Nguyen v. Hometown Equity Mortgage, LLC (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency

From: TAN NGUYEN (the “Employee”), a non-exempt employee employed by the Employer, who was subjected to the wage and hour practices set forth below

The Employee submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a), and alleges as follows:

During the applicable time period, the Employer employed the Employee and certain other aggrieved employees as non-exempt, hourly employees. During this time period, the Employer utilized consistent policies and procedures regarding the Employee and other aggrieved employees who were similarly situated, as follows:

Failure to Pay Minimum Wage

The Employer has failed to maintain a policy that compensates the Employee and other aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by Labor Code §§1194, 1197, 1997.1 and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s). During at least the last four years of employment, the Employee and other aggrieved employees earned less than the required State minimum wage.

More specifically, the Employee and other aggrieved employees were not paid wages for all hours worked, including minimum wage, due to the common practice and policy of the Employer to regularly: (1) schedule the Employee and other aggrieved employees to work eight (8) hours or more in a workday with a thirty-minute meal period, but not providing an uninterrupted, duty-free thirty-minute meal period, due to the workload; (2) require the Employee and other aggrieved

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employees to work off-the-clock, by answering incoming phone calls and perform other work-related duties without compensation, during hours when they were not scheduled to work and not clocked in; and (3) require the Employee and other aggrieved employees to complete mandatory training sessions, without compensation. As such, the Employee and other aggrieved employees were regularly required to perform uncompensated work during their scheduled meal periods, and while not clocked in for their work shifts.

Based on the total hours actually worked, including the “off the clock” hours resulting from uncompensated work performed during scheduled meal periods, non-scheduled hours, mandatory training sessions, and the total amount paid to the Employee and other aggrieved employees, the Employer failed to pay an amount equal to or greater than the minimum wage for all hours actually worked. Accordingly, the Employee and other aggrieved employees were paid less than minimum wage on each occasion the Employee and other aggrieved employees worked for the Employer. As a result, the Employer has violated Labor Code §§1194, 1197, 1197.1 and the applicable IWC Wage Order(s), and owe penalties pursuant to Labor Code §§2699(f), 1197.1 and/or 558.

Failure to Pay Overtime

The Employer, as a matter of company policy and practice, required the Employee and other aggrieved employees to work over eight (8) hours in a day, and/or over forty (40) hours in a week, without paying the applicable overtime rate of pay for the overtime hours worked. The Employee and other aggrieved employees were also regularly scheduled to work over twelve hours in a workday.

The Employee and other aggrieved employees were not paid all overtime wages and not at the proper overtime rate, due to the common practice and policy of the Employer to: (1) regularly schedule the Employee and other aggrieved employees to work over eight (8) hours in the day and/or forty (40) hours in a week, with a thirty-minute meal period each day, without payment for all the overtime hours worked; (2) regularly require the Employee and other aggrieved employees to perform work duties during non-scheduled hours, or off-the-clock; and (3) require the Employee and other aggrieved employees to perform work duties during their scheduled meal periods. The overtime hours scheduled and/or actually worked by the Employee and other aggrieved employees did not match the overtime hours paid by the Employer on the wage statements, as they were undercompensated for the overtime hours actually worked. Further, the Employee and other aggrieved employees received commission and other remuneration, which were not included in the calculation of the regular rate for purposes of their overtime rate; therefore the Employee and other aggrieved employees also did not receive overtime wages at the proper overtime rate.

Accordingly, during the relevant liability period, the Employee and other aggrieved employees were not adequately compensated for the overtime hours resulting and worked for the above reasons, at the applicable overtime rate. As such, the Employer has violated Labor Code

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§§510, 1194, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Meal Periods

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty meal periods as required by California law, and the Employee and other aggrieved employees were regularly forced to skip their meal period(s). The Employee and aggrieved employees regularly worked in excess of five (5) hours a day (and in many cases over ten hours) without being timely provided with all legally requisite meal breaks, *including* second meal breaks.

More specifically, the Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. As an example, the Employer regularly scheduled the Employee and other aggrieved employees to work eight (8) hours *or more* with a thirty-minute meal period, *but* failed to provide uninterrupted, duty-free thirty-minute meal periods (first and second). The Employer regularly required the Employee and other aggrieved employees to: (1) perform work duties during their meal period, including taking work phone calls during their meal periods, and (2) return back to work early from their meal periods, due to the workload.

As a result, the Employee and other aggrieved employees were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered “on duty;” however, the Employer failed to count as time worked any “on duty” meal period taken by the Employee and other aggrieved employees. Moreover, the Employer also failed to provide the first meal period no later than the fifth hour of work and a second meal period no later than the end of the tenth hour of work, depending on the workload. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and other aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper meal period was not provided.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer is required to include on a paystub such information as all hours worked, the hourly rate of pay, and the rate of pay for overtime and double time work. Here, because the Employer (1) failed to pay all wages owed for all hours actually worked (including minimum and overtime wages), due to the uncompensated off-the-clock work during scheduled meal periods, and during non-work hours, (2) failed to pay for all overtime hours worked at the proper overtime rate; and (3) failed to provide all legally requisite and compliant meal periods and rest breaks, without compensation in lieu thereof, the Employee alleges that the Employer has derivatively violated Labor Code §226. Due to the

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Labor Code violations referenced herein, the wage statements failed to include all the hours worked, including the actual overtime hours worked, all the premium wages owed, and the rate of pay for overtime and double time worked. As such, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Waiting Time Penalties

The Employer has violated Labor Code §§201 and 202 by willfully failing to pay all compensation due and owing to the Employee and all other former aggrieved employees at the time employment was terminated, as described to be owed above (minimum and overtime wages). The Employer willfully failed to pay the Employee and all other former aggrieved employees, all compensation due upon termination of employment as required under Labor Code §§ 201 and 202.

Here, because the Employer (1) failed to pay all wages owed for all hours actually worked (including minimum and overtime wages), due to the uncompensated off-the-clock work during scheduled meal periods, and during non-work hours, (2) failed to pay for all overtime hours worked at the proper overtime rate; and (3) failed to provide all legally requisite and compliant meal periods and rest breaks, without compensation in lieu thereof, the Employee alleges that the Employer failed to pay all compensation due and owing at the time of termination. As such, based on the Labor Code violations referenced herein, the Employer has derivatively violated Labor Code §201-203, and pursuant to §§ 203 and 256 of the Labor Code, the Employee and other aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to the Employer's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq.*

Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60) calendar days of the online submission date of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within the applicable time that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Thank you for your consideration.

Very truly yours,
/s/

Sam Kim
VERUM LAW GROUP, APC

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cc: (via Certified Mail – Return Receipt Requested)
Hometown Equity Mortgage, LLC
c/o C T Corporation Systems
330 N. Brand Blvd Ste 700
Glendale, CA 91203



841 Apollo Street, Suite 340 | El Segundo, California | P: 424.320.2000 | F: 424.221.5010

May 11, 2022

VIA ONLINE WEBSITE SUBMISSION

<https://dir.tfaforms.net/308>

State of California
Labor & Workforce Development Agency
Department of Industrial Relations
Attn: PAGA Administrator

Re: Nguyen v. Hometown Equity Mortgage, LLC (the “Employer”)

AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency

From: TAN NGUYEN (the “Employee”), a non-exempt hourly employee employed by the Employer, who was subjected to the wage and hour practices set forth below

The Employee submits this Amended Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a), and alleges as follows:

During the applicable time period, the Employer employed the Employee and other aggrieved employees as non-exempt, hourly paid employees, including but not limited to account executives (“Aggrieved Employees”). During this time period, the Employer utilized consistent policies and procedures regarding the Employee and other Aggrieved Employees who were similarly situated, as follows:

Failure to Pay Minimum Wage

The Employer has failed to maintain a policy that compensates the Employee and other aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by Labor Code §§1194, 1197, 1997.1 and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s). During at least the last four years of employment, the Employee and other aggrieved employees earned less than the required State minimum wage.

More specifically, the Employee and other aggrieved employees were not paid wages for all hours worked, including minimum wage, due to the common practice and policy of the Employer to regularly: (1) schedule the Employee and other aggrieved employees to work eight (8) hours or

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more in a workday with a thirty-minute meal period, but not providing an uninterrupted, duty-free thirty-minute meal period, due to the workload; (2) require the Employee and other aggrieved employees to work off-the-clock, by answering incoming phone calls and perform other work-related duties without compensation, during hours when they were not scheduled to work and not clocked in; and (3) require the Employee and other aggrieved employees to complete mandatory training sessions, without compensation. As such, the Employee and other aggrieved employees were regularly required to perform uncompensated work during their scheduled meal periods, and while not clocked in for their work shifts. (“Off the Clock Practice”).

Based on the total hours actually worked, including the “Off the Clock” Practice, resulting from uncompensated work performed during scheduled meal periods, non-scheduled hours, mandatory training sessions, and the total amount paid to the Employee and other aggrieved employees, the Employer failed to pay an amount equal to or greater than the minimum wage for all hours actually worked. Accordingly, the Employee and other aggrieved employees were paid less than minimum wage on each occasion the Employee and other aggrieved employees worked for the Employer. As a result, the Employer has violated Labor Code §§1194, 1197, 1197.1 and the applicable IWC Wage Order(s), and owe penalties pursuant to Labor Code §§2699(f), 1197.1 and/or 558.

Failure to Pay Overtime

All facts and theories alleged in this Amended Notice are incorporated herein. The Employer, as a matter of company policy and practice, required the Employee and other aggrieved employees to work over eight (8) hours in a day, and/or over forty (40) hours in a week, without paying the applicable overtime rate of pay for the overtime hours worked, specifically due to the Off the Clock Practice. The Employee and other Aggrieved Employees were also regularly scheduled to work over twelve hours in a workday.

The Employee and other Aggrieved Employees were not paid all overtime wages and not at the proper overtime rate, due to the common practice and policy of the Employer to: (1) regularly schedule the Employee and other Aggrieved Employees to work over eight (8) hours in the day and/or forty (40) hours in a week, without a duty-free thirty-minute meal period each day, and without payment for all the overtime hours worked; (2) regularly require the Employee and other Aggrieved Employees to perform work as alleged in the Off the Clock Practice; and (3) require the Employee and other aggrieved employees to perform work duties during their scheduled meal periods. The overtime hours scheduled and/or actually worked by the Employee and other Aggrieved Employees did not match the overtime hours paid by the Employer on the wage statements, as they were undercompensated for the overtime hours actually worked. Further, the Employee and other aggrieved employees received commission and other remuneration, which were not included in the calculation of the regular rate for purposes of their overtime rate; therefore, the Employee and other Aggrieved Employees also did not receive overtime wages at the proper overtime rate.

Accordingly, during the relevant liability period, the Employee and other Aggrieved Employees were not adequately compensated for the overtime hours resulting and worked for the above reasons, at the applicable overtime rate and amounts. As such, the Employer has violated Labor Code §§510, 1194, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Meal Periods

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty meal periods as required by California law, and the Employee and other aggrieved employees were regularly forced to skip their meal period(s) (i.e., encouraging Aggrieved Employees to eat at their desks). The Employee and Aggrieved Employees regularly worked in excess of five (5) hours a day (and in many cases over ten hours) without being timely provided with all legally requisite meal breaks, *including* second meal breaks.

More specifically, the Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. As an example, the Employer regularly scheduled the Employee and other Aggrieved Employees to work eight (8) hours *or more* with a thirty-minute meal period, *but* failed to provide uninterrupted, duty-free thirty-minute meal periods (i.e., the Employer encouraged Employee and Aggrieved Employees to eat at their desk to handle incoming and outgoing phone calls and meet their daily quotas and/or did not provide an opportunity to take a second meal period for shifts greater than 10-hours). The Employer regularly required the Employee and other aggrieved employees to: (1) perform work duties during their meal period, including taking work phone calls during their meal periods, and (2) return back to work early from their meal periods, due to the workload.

As a result, the Employee and other Aggrieved Employees were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered “on duty;” however, the Employer failed to count as time worked any “on duty” meal period taken by the Employee and other aggrieved employees. Moreover, the Employer also failed to provide the first meal period no later than the fifth hour of work and a second meal period no later than the end of the tenth hour of work, depending on the workload. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and other aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper meal period was not provided.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

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Failure to Provide Accurate Wage Statements

Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer is required to include on a paystub such information as all hours worked, the hourly rate of pay, and the rate of pay for overtime and double time work. Here, because the Employer (1) failed to pay all wages owed for all hours actually worked (including minimum and overtime wages), due to the uncompensated off-the-clock work during scheduled meal periods, and during non-work hours, including as a result of the Off the Clock Practice, (2) failed to pay for all overtime hours worked at the proper overtime rate; and (3) failed to provide duty-free meal periods and rest breaks, without compensation in lieu thereof, the Employee alleges that the Employer has derivatively violated Labor Code §226. Due to the Labor Code violations referenced herein, the wage statements failed to include all the hours worked, including the actual overtime hours worked, all the premium wages owed, and the rate of pay for overtime and double time worked. As such, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Waiting Time Penalties

The Employer has violated Labor Code §§201 and 202 by willfully failing to pay all compensation due and owing to the Employee and all other former aggrieved employees at the time employment was terminated, as described to be owed above (minimum and overtime wages). The Employer willfully failed to pay the Employee and all other former aggrieved employees, all compensation due upon termination of employment as required under Labor Code §§ 201 and 202.

Here, because the Employer (1) failed to pay all wages owed for all hours actually worked (including minimum and overtime wages), due to the uncompensated off-the-clock work during scheduled meal periods, and during non-work hours, including as a result of the Off the Clock Practice, (2) failed to pay for all overtime hours worked at the proper overtime rate; and (3) failed to provide duty free meal periods and rest breaks, without compensation in lieu thereof, the Employee alleges that the Employer failed to pay all compensation due and owing at the time of termination. As such, based on the Labor Code violations referenced herein, the Employer has derivatively violated Labor Code §201-203, and pursuant to §§ 203 and 256 of the Labor Code, the Employee and other aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to the Employer's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq.*

Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60) calendar days of the online submission date of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within the applicable time that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

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Thank you for your consideration.

Very truly yours,

/s/

Sam Kim

VERUM LAW GROUP, APC

cc: (via Certified Mail – Return Receipt Requested)

Hometown Equity Mortgage, LLC

c/o C T Corporation Systems

330 N. Brand Blvd Ste 700

Glendale, CA 91203

EXHIBIT C

1 Sam Kim [SBN 258467]
2 Yoonis Han [SBN 256151]
3 **VERUM LAW GROUP, APC**
4 841 Apollo Street, Suite 340
5 El Segundo, California 90245
6 Tel: (424) 320-2000
7 Fax: (424) 221-5010
8 yhan@verumlg.com
9 skim@verumlg.com

10 Attorneys for Plaintiff TAN NGUYEN, and
11 all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE**

14 TAN NGUYEN, an individual, on behalf of
15 himself and all others similarly situated,

16
17 Plaintiff,

18 vs.

19 HOMETOWN EQUITY MORTGAGE, LLC, a
20 Missouri limited liability company; and, DOES 1
21 through 20, inclusive,

22 Defendants.

CASE NO. 30-2022-01246368-CU-WT-CXC
Unlimited Civil

Case Assigned to for all Purposes to:
The Hon. William Cluster
Dept.: CX-104

FIRST AMENDED CLASS ACTION
COMPLAINT

1. **FAILURE TO PAY OVERTIME;**
2. **FAILURE TO PAY ALL WAGES;**
3. **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU OF;**
4. **FAILURE TO AUTHORIZE REST PERIODS OR COMPENSATION IN LIEU THEREOF;**
5. **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT;**
6. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
7. **WAITING TIME PENALTIES;**
8. **VIOLATIONS OF THE UNFAIR BUSINESS PRACTICES ACT; AND**
9. **VIOLATION OF CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698, ET SEQ.**

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1 Plaintiff TAN NGUYEN (“Plaintiff”), on behalf of himself, and all others similarly situated,
2 and aggrieved employees, complains and alleges as follows, against defendant HOMETOWN
3 EQUITY MORTGAGE, LLC, and DOES 1-20 (collectively, “Defendants”):

4 **I. INTRODUCTION**

5 1. Plaintiff is an individual who employed as an hourly employee. Plaintiff was paid
6 under an illegal commission, overtime and other wage and hour policies. Defendants scheduled
7 Plaintiff to work regular and overtime hours, yet failed to pay him for all hours worked, including
8 minimum, regular, and overtime hours, including at the proper overtime rate, amongst other
9 violations.

10 2. In this action, Plaintiff seeks to recover damages on behalf of himself and all other
11 similarly situated hourly paid employees, including Aggrieved Employees, as further defined below,
12 who are/were employed at all times mentioned in this Complaint, by Defendants, within the State of
13 California. (“Plaintiff Class”). Plaintiff also seeks to represent certain non-exempt, hourly
14 employees, including but not limited to account executives. (“Aggrieved Employees”). The general
15 obligations and responsibilities of Defendants’ hourly paid employees are virtually identical from
16 region to region, district to district, facility to facility, and person to person. Any differences in job
17 activities between the different individuals in these positions were and are legally insignificant to the
18 claims for the failure to provide meal periods; the failure to pay timely wages, the failure to provide
19 accurate itemized wage statements, and waiting time penalties.

20 3. The class action asserts violations of the Labor Code, the IWC wage order(s), and the
21 Unfair Competition Law (“UCL”), arising from Defendants’ unlawful conduct, including: the failure
22 to pay overtime compensation at the proper rate; the failure to pay minimum and regular wages
23 owed; the failure to provide meal periods or compensation in lieu of; the failure to timely pay wages
24 during employment; the failure to furnish accurate itemized wage statements and keep accurate
25 payroll records; and the failure to promptly pay all wages due and owing upon termination.

26 4. The representative claims under the Private Attorneys General Act (“PAGA”) are
27 brought under Labor Code § 2698 *et seq.*

28 5. Because Defendants have willfully deprived Plaintiff of the rights and protections
guaranteed by California laws to all employees, as described herein, Defendants’ violations under

1 Labor Code and the applicable IWC wage order(s), and the attendant deprivation of substantial
2 rights and benefits of employment is part of an on going unfair and/or unlawful business practice by
3 Defendants. Plaintiff and the Plaintiff Class seek, back wages, waiting time penalties, restitution,
4 disgorgement, interest thereon, declaratory and injunctive relief, and attorneys' fees and costs.

5 **II. PARTIES**

6 **A. Plaintiff and Plaintiff Class**

7 6. Plaintiff TAN NGUYEN is an individual over the age of eighteen (18) and is now
8 and/or at all times mentioned in this Complaint a citizen of the State of California and was employed
9 as a non-exempt, hourly-paid employee for Defendants from approximately November 1, 2021 to
10 January 19, 2022.

11 7. Plaintiff seeks to recover damages on behalf of himself and all other similarly
12 situated, non-exempt, hourly paid employees, who are/were employed at all times mentioned in this
13 Complaint, by Defendants, within the State of California.

14 **B. Defendants**

15 8. Defendant HOMETOWN EQUITY MORTGAGE, LLC ("HOMETOWN") is now,
16 and/or at all times mentioned in this Complaint was a Missouri limited liability company and the
17 owner and operator of an industry, business and/or facility licensed to do business and actually doing
18 business in the State of California. According to its website, HOMETOWN is in the business of
19 originating, closing, and funding residential loans.

20 9. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint
21 were licensed to do business and/or actually doing business in the State of California.

22 10. Plaintiff does not know the true names or capacities, whether individual, partner or
23 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such
24 fictitious names pursuant to California Code of Civil Procedure ("CCP") §474. Plaintiff is informed
25 and believes, and based on that alleges, that each of the Defendants designated as a DOE is legally
26 responsible in some manner for the unlawful acts alleged. Plaintiff will seek leave of court to amend
27 this Complaint to reflect the true names and capacities of the Defendants designated as DOES, when
28 those identities become known.

11. Defendants, and each of them, proximately subjected Plaintiff and the Plaintiff Class

1 to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

2 12. Defendants, and each of them, are now and/or at all times mentioned in this
3 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
4 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
5 mentioned in this Complaint were acting within the course and scope of that agency, servitude
6 and/or employment.

7 13. Defendants, and each of them, are not and/or at all times mentioned in this Complaint
8 were members of and/or engaged in a joint venture, partnership and common enterprise, and were
9 acting within the course and scope of, and in pursuance of said joint venture, partnership and
10 common enterprise.

11 14. Defendants, and each of them, at all times mentioned in this Complaint concurred and
12 contributed to the various acts and omissions of each and every one of the other Defendants in
13 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

14 15. Defendants, and each of them, at all times mentioned in this Complaint approved of,
15 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
16 Complaint.

17 16. Defendants, and each of them, at all times mentioned in this Complaint aided and
18 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
19 causing the damages alleged in this Complaint.

20 17. At all times relevant herein, Defendants, and each of them, maintained joint control
21 and were in law and in fact “joint employers” of Plaintiff, Plaintiff Class and the subclasses they
22 seek to represent.

23 18. Plaintiff is informed and believes and, based thereon alleges, that each defendant,
24 including HOMETOWN, directly or indirectly, or through agents or other persons, exercised control
25 over wages, hours, and working conditions of Plaintiff and Plaintiff Class. Plaintiff is informed and
26 believes, and based on thereon alleges, that each defendant acted in all respects pertinent to this
27 action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all
28 respects pertinent hereto, and the acts of each defendant is legally attributable to the other
Defendants. The Defendants, and each of them, jointly managed, operated and controlled all aspects

1 of the manner and means of employee work and were a joint employer under California law and
2 liable for illicit wage and hour practices alleged herein.

3 **III. JURISDICTION AND VENUE**

4 19. The California Superior Court has jurisdiction in this matter due to Defendants'
5 aforementioned violations of California statutory law and/or related common law principles. There
6 is no federal question at issue, as the issues herein are based solely on California statutes and law.

7 20. The California Superior Court also has jurisdiction in this matter because during their
8 employment with Defendants, Plaintiff and each member of Plaintiff Class herein were all California
9 citizens. Defendants, including HOMETOWN, each, conducted business and committed violations
10 under California law in Orange County, and each of the Defendants is within the jurisdiction of this
11 Court for service of process purposes.

12 21. Venue is proper is Orange County pursuant to CCP §§395(a) and 395.5 in that
13 Defendants' liability arose there because at least some of the transactions that are the subject matter
14 of this Complaint occurred therein and/or each defendant either is found, maintains offices, transacts
15 business, and/or has an agent therein.

16 **IV. GENERAL ALLEGATIONS**

17 22. The acts complained of herein occurred, occur and will occur, at least in part, within
18 the time period from four (4) years preceding the filing of the original Complaint herein, up to and
19 through the time of trial for this matter ("liability period"), although this should not automatically be
20 considered the statute of limitations for any cause of action herein.

21 23. At all times during the liability period, HOMETOWN conducted business by owning,
22 managing and/or operating a home loan servicing company.

23 24. During all, or a substantial portion of the liability period, Plaintiff and Plaintiff Class
24 were employed by Defendants in the State of California.

25 25. At all times during the liability period, Plaintiff and Plaintiff Class' compensation
26 structure consisted of hourly wages and an illegal commission and overtime policies. The overtime
27 policy does not comply with California law because it does not pay Plaintiff and Plaintiff Class at
28 the proper rate of pay.

26. At all times during the liability period, Plaintiff and Plaintiff Class' compensation

1 structure did not pay for all hour worked, specifically, for hours worked “off the clock” to answer
2 incoming phone calls and perform other work-related duties. Plaintiff and Plaintiff Class were
3 required to answer (and make) phone calls before and after regular work hours using the company
4 phone system to meet company quotas (i.e., the requirement to complete 100 phone calls per shift).
5 In addition, Plaintiff and Plaintiff Class were not paid for training completed and mandated by
6 Defendants. (“Off the Clock Policy”).

7 27. Moreover, as a matter of policy and/or practice, Defendants’ compensation schemes
8 failed to pay non-exempt employees their minimum wages, because these non-exempt employees
9 worked hours while employed by Defendants without receiving any compensation. The failure to
10 pay non-exempt employees minimum wages for each hour worked violates, among others, Labor
11 Code §§ 1194, 1197, 1197.1, IWC Wage Order 4-2001, and the UCL.

12 28. At all times during the liability period, Plaintiff and Plaintiff Class received bi-
13 monthly paychecks. However, Plaintiff and Plaintiff Class did not timely receive all illegal
14 commissions earned during that particular pay period.

15 29. At all times during the liability period, Plaintiff and Plaintiff Class regularly worked
16 over eight hours in one day or forty hours per week, however, were not paid for all hours worked,
17 including minimum, regular, and overtime wages.

18 30. Defendants have regularly failed to provide a timely thirty (30) minute off-duty meal
19 period to Plaintiff and Plaintiff Class when they worked more than five (5) hours in a day.
20 Specifically, Plaintiff and Plaintiff Class were forced to skip, miss, or work during meal periods due
21 to the company quotes (i.e., the requirement to complete 100 phone calls per shift). In addition to
22 not being properly provided a first thirty-minute meal period, Plaintiff and Plaintiff Class were not
23 provided a second thirty (30) minute meal period, despite working more than ten (10) hours per day.
24 Plaintiff and Plaintiff Class were not provided with an additional hour of pay for each workday that a
25 meal period was not properly provided., or at the proper rate of pay (i.e., the regular rate of pay).
26 (“Meal Period Policies”).

27 31. Defendants further adopted, implemented and enforced uniform rest period policies
28 that are not lawful under California law. As a matter of policy and/or practice, therefore, Defendants
failed to provide non-exempt employees with a duty-free rest period of 10 minutes for shifts from

1 three and one-half to six hours of work, 20 minutes' rest for shifts of more than six hours up to 10
2 hours, and 30 minutes' rest for shifts of more than 10 hours up to 14 hours of work. Based on this
3 unlawful policy and/or practice, Defendants failed to pay the non-exempt employees one hour of pay
4 at their regular rate of pay for each workday that a proper rest period was not provided. ("Rest
5 Period Policies").

6 32. The failure to permit and provide rest periods violates, among others, Labor Code §
7 226.7, IWC Wage Order 4-2001, and the UCL.

8 33. Defendants' pay plan also deprived Plaintiff and Plaintiff Class of mandated overtime
9 compensation that they were due for working in excess of eight hours in one day and forty hours
10 during the week. Within the relevant time period, Defendants failed to pay Plaintiff and Plaintiff
11 Class for all premium wages owed for overtime hours worked, at the proper overtime rate. As a
12 matter of policy and/or practice, Defendants' failure to pay overtime compensation violates, among
13 others, Labor Code §§ 510 and 1194, IWC Wage Order(s), and the UCL.

14 34. As a matter of policy and/or practice, Defendants further failed to provide wage
15 statements which accurately showed actual hours worked and wages, including meal and rest period
16 premiums.

17 35. The failure to provide accurate itemized wage statements violates, among others,
18 Labor Code §§ 226 and 1174, IWC Wage Order(s), and the UCL.

19 36. Defendants further willfully failed and refused to timely pay all compensation due
20 and owing to Class Members whose employment terminated during the relevant time period, as
21 required by Labor Code §§ 201 and 202. As such, Defendants are liable for accrued wages due, and
22 waiting time penalties owed in accordance with Labor Code § 203.

23 37. Plaintiff, moreover, seeks for himself and all others similarly situated, restitution,
24 injunctive relief and penalties under the UCL based on violations of the California Labor Code and
25 IWC Wage Order(s).

26 **V. CLASS ALLEGATIONS**

27 38. Plaintiff brings this action on behalf of himself and all other similarly situated
28 persons, as a class action pursuant to CCP §382. Plaintiff seeks to represent the class and sub-
classes as follows:

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a. **Plaintiff Class:**

All current and former non-exempt, hourly paid employees who worked for Defendants in the State of California during the liability period;

b. **Sub-Class 1: “Overtime Wage Class”**

All current and former non-exempt, hourly paid employees who worked for Defendants in the State of California during the liability period who were paid commissions and/or bonuses and/;

c. **Sub-Class 2: “Meal Period Class”**

All current and former hourly paid employees who worked for Defendants in the State of California during the liability period who were not provided legally compliant first and second meal breaks, or meal break premiums;

d. **Sub-Class 4: “Timely Wage Class”**

All current and former hourly paid employees who worked for Defendants in the State of California during the liability period who were not timely paid all wages owed during their employment;

e. **Sub-Class 5: “Waiting Time Class”**

All current and former hourly paid employees who worked for Defendants in the State of California during the liability period, and have not been paid wages pursuant to Labor Code §203 and are owed restitution for waiting time penalties deriving from unpaid wages;

f. **Sub-Class 6: “Wage Statement Class”**

All current and former hourly paid employees who worked for Defendants in the State of California during the liability period who were not provided pay stubs that complied with Labor Code §226; and

g. **Sub-Class 7: “UCL Class”**

All current and former hourly paid employees who worked for Defendants in the State of California during the liability period and who suffered injury, including lost money, as a result of Defendants’ unfair competition, including but not limited to their policy of willfully failing to provide meal periods, failing to compensate for all overtime wages earned, failing to timely pay wages during employment and failing to provide properly itemized wage statements.

39. The members of the Plaintiff Class, Overtime Wage Class, Meal Period Class, Timely

1 Wage Class, Waiting Time Class, Wage Statement Class, and UCL Class are herein collectively
2 referred to as the “Classes.”

3 40. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
4 necessary to amend the definition of the Classes. Plaintiff will formally define and designate a class
5 definition at such time when Plaintiff seeks to certify the Classes alleged herein.

6 41. Numerosity (CCP §382):

7 a. The potential quantity of the Classes as defined is so numerous that joinder of all
8 members is unfeasible and impractical;

9 b. The disposition of the claims of the Classes through this class action will benefit both
10 the parties and this Court;

11 c. The quantity of members of the Classes is unknown to Plaintiff at this time; however,
12 it is estimated that the membership of the Classes numbers greater than 100 individuals; and

13 d. The quantity and identity of such membership is readily ascertainable via inspection
14 of Defendants’ records.

15 42. Superiority (CCP §382): The nature of this action and the nature of the laws available
16 to Plaintiff makes the use of the class action format particularly efficient and the appropriate
17 procedure to afford relief to Plaintiff for the wrongs alleged herein, as follows:

18 a. California has a public policy which encourages the use of the class action device;

19 b. By establishing a technique whereby, the claims of many individuals can be resolved
20 at the same time, the class suit both eliminates the possibility of repetitious litigation and provides
21 small claimants with a method of obtaining redress for claims which would otherwise be too small to
22 warrant individual litigation;

23 c. This case involves large corporate Defendants and a large number of individual class
24 members with many relatively small claims and common issues of law and fact;

25 d. If each individual member of the Classes was required to file an individual lawsuit,
26 the large corporate Defendants would necessarily gain an unconscionable advantage because
27 Defendants would be able to exploit and overwhelm the limited resources of each individual member
28 of the Classes with Defendants’ vastly superior financial and legal resources;

e. Requiring each individual member of the Classes to pursue an individual remedy

1 would also discourage the assertion of lawful claims by the Classes who would be disinclined to
2 pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and
3 permanent damage to their lives, careers and well-being;

4 f. Proof of a common business practice or factual pattern, of which the members of the
5 Classes experienced, is representative of the Classes herein and will establish the right of each of the
6 members of the Classes to recover on the causes of action alleged herein;

7 g. Absent class treatment, the prosecution of separate actions by the individual members
8 of the Classes, even if possible, would likely create:

9 i. A substantial risk of each individual plaintiff presenting in separate duplicative
10 proceedings the same or essentially similar arguments and evidence, including expert testimony;

11 ii. A multiplicity of trials conducted an enormous expense to both the judicial system
12 and litigants;

13 iii. Inconsistent or varying verdicts or adjudications with respect to the individual
14 members of the Classes against Defendants;

15 iv. Potentially incompatible standards of conduct for Defendants; and

16 v. Potentially incompatible legal determinations with respect to individual members of
17 the Classes which would, as a practical matter, be dispositive of the interest of the other members of
18 the Classes who are not parties to the adjudications or which would substantially impair or impede
19 the ability of the Classes to protect their interests.

20 h. The claims of the individual members of the Classes are not sufficiently large to
21 warrant vigorous individual prosecution considering all of the concomitant costs and expenses
22 attendant thereto;

23 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
24 fashion methods to manage any individual questions; and

25 j. The Supreme Court of California urges trial courts, which have an obligation to
26 consider the use of innovative procedural tools to certify a manageable class, to be procedurally
27 innovative in managing the class actions.

28 43. Well-Defined Community of Interest: Plaintiff also meets the established standards
for class certification (see, e.g., *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as

1 follows:

2 a. Typicality: The claims of Plaintiff TAN NGUYEN are typical of the claims of all
3 members of the Classes he seeks to represent because all members of the Classes sustained injuries
4 and damages arising out of Defendants' common course of conduct in violation of law and the
5 injuries and damages of the Classes were caused by Defendants' wrongful conduct in violation of
6 law, as alleged herein.

7 b. Adequacy: Plaintiff TAN NGUYEN:

8 i. Is an adequate representative of the Classes he seeks to represent;
9 ii. Will fairly protect the interests of the members of the Classes;
10 iii. Has no interests antagonistic to the members of the Classes; and
11 iv. Will vigorously pursue this suit via attorneys who are competent, skilled and
12 experienced in litigating matters of this type.

13 c. Commonality: There are common questions of law and/or fact as to the Classes which
14 predominate over questions affecting only individual members of the Classes, including without
15 limitation:

16 i. Whether the Classes were subject to the overtime exemption from California
17 overtime protections;

18 ii. Whether more than half of the Classes' compensation represents commissions;

19 iii. Whether Defendants paid the legal and proper overtime pay for all work hours to the
20 members of the Classes;

21 iv. Whether Defendants timely paid all wages owed during employment;

22 v. Whether Defendants' failure to pay legal and proper overtime pay for all work hours
23 to the members of the Classes constitutes an unlawful, unfair and/or fraudulent business practice
24 under Cal. Business & Professions Code §17200 *et seq.*;

25 vi. Whether Defendants' failure to timely pay all wages owed during employment,
26 constitutes an unlawful, unfair, and/or fraudulent business practice under Cal. Business &
27 Professions Code §17200 *et seq.*;

28 vii. Whether Defendants failed and continue to fail to provide timely off-duty first and
second meal periods and missed meal period compensation to the Classes in violation of the Labor

1 Code and Section 11 of the IWC wage order(s);

2 viii. Whether Defendants' failure to provide timely off-duty first and second meal periods
3 and missed meal period compensation to the Classes constitutes an unlawful, unfair, and/or
4 fraudulent business practice under Cal. Business & Professions Code §17200 *et seq.*;

5 ix. Whether Defendants failed and continue to fail to provide timely paid rest breaks and
6 missed rest break compensation to the Classes in violation of the Labor Code and Section 12 of the
7 IWC wage order(s);

8 x. Whether Defendants knowingly and intentionally failed to timely provide the Classes
9 with an accurate, itemized statement;

10 xi. Whether Defendants' failure to provide the Classes with an accurate, itemized
11 statement constitutes an unlawful, unfair, and/or fraudulent business practice under Cal. Business &
12 Professions Code §17200 *et seq.*;

13 xii. Whether Defendants are liable to the Classes for waiting time penalties, pursuant to
14 Labor Code §203, for failure to comply with Labor Code §§201 and 202;

15 xiii. Whether the Classes are entitled to compensatory damages, and if so, the means of
16 measure such damages;

17 xiv. Whether the Classes are entitled to injunctive relief;

18 xv. Whether the Classes are entitled to restitution;

19 xvi. Whether the Classes are entitled to interest; and

20 xvii. Whether Defendants are liable for attorneys' fees and costs.

21 **Private Attorneys General Act of 2004**

22 44. Plaintiff realleges and incorporates by reference each and every one of the allegations
23 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

24 45. On or about March 1, 2022 Plaintiff provided written notice via online submission to
25 the Labor and Workforce Development Agency and via written notice via certified mail to
26 HOMETOWN of the specific provisions of the Labor Code alleged to have been violated, including
27 the facts and theories to support the alleged violations.

28 46. On or about May 11, 2022 Plaintiff provided an amended written notice via online
submission to the Labor and Workforce Development Agency and an amended written notice via

1 certified mail to HOMETOWN of the specific provisions of the Labor Code alleged to have been
2 violated, including the facts and theories to support the alleged violations.

3 47. Following the 60-day response period, Plaintiff and his counsel did not receive notice
4 from the Labor and Workforce Development Agency that it would be investigating the claimed
5 Labor Code violations. Thus, Plaintiff has fully complied with the notice requirements set forth
6 in California Labor Code § 2699.3 in order to commence a civil action against an employer pursuant
7 to Labor Code § 2699.

8 **VI. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME WAGES**

11 **(On Behalf of Plaintiff and Plaintiff Class Against All Defendants)**

12 48. Plaintiff, on behalf of himself and Plaintiff Class, hereby realleges and incorporates
13 by reference each and every one of the allegations contained in the preceding and foregoing
14 paragraphs of this Complaint as if fully set forth herein.

15 49. Plaintiff herein worked more than 8 hours per day and/or 40 hours per week but did
16 not receive all overtime wages for these hours. Plaintiff is informed and believes, and based thereon
17 alleges, that Plaintiff Class also worked more than 8 hours per day and/or 40 hours per week but did
18 not receive all overtime wages for these hours, based upon Defendants' uniform policy of not paying
19 overtime wages at the proper overtime rate. Amounts for overtime hours were earned by Plaintiff
20 and Plaintiff Class throughout their employment with Defendants and were due and payable during
employment and upon their discharge from Defendants.

21 50. California Labor Code 510(a) and IWC Wage Order(s) regulating payment of wages
22 in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work
23 in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one
24 workweek shall be compensated at the rate of no less than one and one-half times the regular rate of
25 pay for each employee and any work in excess of twelve (12) hours in any one workday shall be
26 compensated at the rate of no less than twice the regular rate of pay for each employee.

27 51. California Labor Code Section 558 and IWC Wage Order(s), state, in pertinent part,
28 that any employer or other person acting on behalf of an employer who violates, or causes to be

1 violated, a section of any provision regulating hours and days of work in any order of the IWC shall
2 be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
3 underpaid employee for each pay period for which the employee was underpaid in addition to an
4 amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred
5 dollars (\$100) for each underpaid employee for each pay period for which the employee was
6 underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to this code
7 section and/or wage order, Plaintiff and Plaintiff Class are entitled to civil penalties for each pay
8 period in which Defendants underpaid their wages as set forth herein.

9 52. California Labor Code § 1194 states that any employee receiving less than the legal
10 overtime compensation applicable to the employee is entitled to recover the unpaid balance of the
11 full amount of this overtime compensation, including interest thereon, reasonable attorney's fees,
12 and costs of suit.

13 53. Plaintiff and Plaintiff Class request that the Court award them interest on all unpaid
14 wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the
15 wages were due and payable pursuant to Labor Code § 218.6. Plaintiff and Plaintiff Class further
16 request that this Court award reasonable attorneys' fees and costs incurred in this action pursuant to
17 Labor Code §§ 1194(a), 2699.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES**

20 **(On Behalf of Plaintiff and Plaintiff Class Against All Defendants)**

21 54. Plaintiff, on behalf of himself and Plaintiff Class, hereby incorporates the preceding
22 paragraphs as though fully set forth herein.

23 55. California Labor Code Sections 200 *et seq.*, including 204a and 204b, establishes the
24 fundamental right of all employees in the State of California to be paid wages in a timely fashion.

25 56. Pursuant to Labor Code Sections 218 and 1194, Plaintiff and all members of the
26 Classes may bring a civil action for unpaid wages directly against Defendants without first filing a
27 claim with the Division of Labor Standards Enforcement and may recover such wages, together with
28 interest thereon, penalties, attorneys' fees and costs.

57. At all relevant times, Plaintiff and Plaintiff Class operated exclusively within the

1 State of California, and Defendants required Plaintiff and Plaintiff Class to perform work without
2 compensation in violation of the IWC Wage Order No. 4-2001 and the California Labor Code.
3 Defendants have adopted and implemented unlawful compensation policies, practices and
4 procedures that, among other things, did not pay Plaintiff and Plaintiff Class for all of their time
5 worked. Moreover, Defendants required, suffered and/or permitted Plaintiff and the Plaintiff Class
6 to perform uncompensated “off the clock” work, so that their work was not accounted for accurately
7 or completely.

8 58. Defendants knowingly and intentionally failed to pay Plaintiff and Plaintiff Class for
9 these wages due. As a result, Plaintiff and Plaintiff Class have suffered compensatory damages and
10 are owed wages for the work they performed without compensation.

11 59. Pursuant to Labor Code Section 218.6, Labor Code Section 1194(a), and Civil Code
12 Section 3287, Plaintiff and Plaintiff Class seek recovery of pre-judgment interest on all amounts
13 recovered herein.

14 60. Pursuant to Labor Code Section 218.5 and/or Labor Code Section 1194(a), and the
15 common fund doctrine, Plaintiff and Plaintiff Class members further request that the Court award
16 reasonable attorneys’ fees and costs incurred by them in this action.

17 **THIRD CAUSE OF ACTION**
18 **FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS OR COMPENSATION IN LIEU OF**
19 **(On Behalf of Plaintiff and Plaintiff Class Against All Defendants)**

20 61. Plaintiff, on behalf of himself and Plaintiff Class, hereby realleges and incorporates
21 by reference each and every one of the allegations contained in the preceding and foregoing
22 paragraphs of this Complaint as if fully set forth herein.

23 62. Labor Code §226.7(b) provides that, “[a]n employer shall not require an employee to
24 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
25 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
26 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

27 63. Labor Code §512 provides that, “[a]n employer may not employ an employee for a
28 work period of more than five hours per day without providing the employee with a meal period of
not less than 30 minutes, except that if the total work period per day of the employee is no more than

1 six hours, the meal period may be waived by mutual consent of both the employer and employee.
2 An employer may not employ an employee for a work period of more than 10 hours per day without
3 providing the employee with a second meal period of not less than 30 minutes, except that if the total
4 hours worked is no more than 12 hours, the second period may be waived by mutual consent of the
5 employer and the employee only if the first meal period was not waived.”

6 64. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or
7 amend working condition orders with respect to break period, meal periods, and days of rest for any
8 workers in California consistent with the health and welfare of those workers.”

9 65. Section 11(A) of the IWC wage order(s) provides that, “[u]nless the employee is
10 relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’
11 meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the
12 nature of the work prevents an employee from being relieved of all duty and when by written
13 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement
14 shall state that the employee may, in writing, revoke the agreement at any time.”

15 66. Section 11(B) of the IWC wage order(s) provides that, “[i]f an employer fails to
16 provide an employee a meal period in accordance with the applicable provisions of this order, the
17 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
18 for each workday and that the meal period is not provided.”

19 67. During the liability period, on a regular basis, Plaintiff and Plaintiff Class worked
20 over five (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30)
21 minutes prior to exceeding five (5) hours of employment.

22 68. Further, during the liability period, on a regular basis, Plaintiff and Plaintiff Class
23 worked over ten (10) hours per shift and therefore were entitled to a second meal period of not less
24 than thirty (30) minutes.

25 69. During the liability period, Plaintiff and Plaintiff Class did not validly or legally
26 waive their meal periods, by mutual consent with Defendants or otherwise.

27 70. During the liability period, Plaintiff and Plaintiff Class did not enter into any written
28 agreement with Defendants agreeing to an on-the-job paid meal period.

71. As a matter of Defendants' established company policy, Defendants failed to always comply with the meal period requirements established by Labor Code §§226.7, 512 and 516, and Section 11 of the IWC wage order(s) by failing to always provide Plaintiff and Plaintiff Class with a first and in some cases a second legally compliant meal period.

72. Pursuant to Section 11(B) of the IWC wage order(s) and Labor Code §226.7(c) which states, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided,” Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of compensation for each work day that the meal period was not provided, in a sum to be proven at trial.

FOURTH CAUSE OF ACTION
(FAILURE TO AUTHORIZE REST PERIODS OR COMPENSATION IN LIEU OF)
(On Behalf of Plaintiff and Plaintiff Class Against All Defendants)

73. Plaintiff, on behalf of himself and Plaintiff Class, hereby incorporates the preceding paragraphs as though fully set forth herein.

74. IWC Wage Order 4-2001 states that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

75. Plaintiff and Plaintiff Class were regularly not provided with the opportunity to take a duty-free, ten-minute rest period for every four hours of work, or a major fraction thereof.

76. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order 4-2001 if an employer fails to provide an employee a rest period in accordance with the applicable provisions of

1 IWC Wage Order 4-2001, the employer shall pay the employee one (1) hour of pay at the
2 employee's regular rate of compensation for each workday that the rest period is not provided.

3 77. As such, Plaintiff and the Plaintiff Class are entitled to an additional one hour's pay
4 for each day in which they were not provided a proper rest period under the above-described
5 authorities.

6 78. Plaintiff and Plaintiff Class request that the Court award interest on all unpaid wages
7 at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were
8 due and payable pursuant to Labor Code § 218.6.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

11 **(On Behalf of Plaintiff and Plaintiff Class Against All Defendants)**

12 79. Plaintiff, on behalf of himself and Plaintiff Class, hereby realleges and incorporates
13 by reference each and every one of the allegations contained in the preceding and foregoing
14 paragraphs of this Complaint as if fully set forth herein.

15 80. During the liability period, California Labor Code section 204 provides that all wages
16 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar
17 month, other than those wages due upon termination of an employee, are due and payable between
18 the 16th and the 26th day of the month during which the labor was performed.

19 81. During the liability period, California Labor Code section 204 provides that all wages
20 earned by any person in any employment between the 16th and the last day, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and payable
22 between the 1st and the 10th day of the following month.

23 82. During the liability period, California Labor Code section 204 provides that all wages
24 earned for labor in excess of the normal work period shall be paid no later than the payday for the
25 next regular payroll period.

26 83. During the liability period, Defendants intentionally and willfully failed to pay
27 Plaintiff and Plaintiff Class all wages due to them, within any time period permissible under
28 California Labor Code section 204.

84. Plaintiff and Plaintiff Class are entitled to recover all remedies available for violations of California Labor Code section 204.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(On Behalf of Plaintiff and Plaintiff Class Against All Defendants)

85. Plaintiff, on behalf of himself and Plaintiff Class, hereby realleges and incorporates by reference each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

86. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(4) all deductions...(5) net wages earned...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...”

87. Further, the IWC wage order(s) §7(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following:...(3) Time records showing when the employee begins and ends each work period. Meals periods, split shift intervals, and total daily hours worked shall also be records...(5) Total hours worked in the payroll period and applicable rate of pay...”

88. Therefore, pursuant to Labor Code §226(a) and the IWC wage order(s) §7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by Plaintiff and Plaintiff Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

89. As a pattern and practice, in violation of Labor Code §226(a) and IWC wage order(s) §7A, Defendants did not and still do not furnish Plaintiff and Plaintiff Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned, and/or (5) all applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each hourly rate by each
2 respective loan processor.

3 90. As a pattern and practice, in violation of Labor Code §226(a) and the IWC wage
4 order(s) §7(A), Defendants did not and do not maintain accurate records pertaining to the total hours
5 worked for Defendants by Plaintiff and Plaintiff Class, including but not limited to, beginning and
6 ending of each work period, meal period and split shift interval, the total daily hours worked, and the
7 total hours worked per pay period and applicable rates of pay.

8 91. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an
9 employee suffers injury if the employer fails to provide accurate and complete information as
10 required of any one or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot
11 promptly and easily ascertain requisite information within reference to other documents or
12 information.

13 92. Here, Plaintiff and Plaintiff Class suffered injury because Defendants failed to
14 provide accurate and complete information as required of one or more items listed in Labor Code
15 §226(a)(1)-(9) and Plaintiff and Plaintiff Class could not and cannot promptly and easily ascertain
16 requisite information without reference to other documents or information.

17 93. In addition, Plaintiff and Plaintiff Class have suffered injury as a result of
18 Defendants' failure to maintain accurate records for Plaintiff and Plaintiff Class in that Plaintiff and
19 Plaintiff Class were not timely provided written accurate itemized statements showing all requisite
20 information, including but not limited to total hours worked by the employee, net wages earned and
21 all applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate, in violation of Labor Code §226 and the IWC wage order(s) §7(A), such
23 that Plaintiff and Plaintiff Class were misled by Defendants as to the correct information regarding
24 various items, including but not limited to total hours worked by the employee, net wages earned and
25 all applicable hourly rates in effect during the pay period and the corresponding number of hours
26 worked at each hourly rate.

27 94. Pursuant to Labor Code §226(e), Plaintiff and Plaintiff Class are entitled to fifty
28 dollars (\$50) per employee for the initial pay period in which a violation hereunder occurs and one

1 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
2 aggregate penalty of four thousand dollars (\$4,000).

3 95. Pursuant to Labor Code §226(g), the currently-employed Plaintiff and Plaintiff Class
4 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

5 96. Pursuant to Labor Code §226(e) and/or §226(g), Plaintiff and Plaintiff Class are also
6 entitled to an award of costs and reasonable attorneys' fees.

7 SEVENTH CAUSE OF ACTION

8 WAITING TIME PENALTIES

9 (On Behalf of Plaintiff and Plaintiff Class Against All Defendants)

10 97. Plaintiff, on behalf of himself and Plaintiff Class, hereby realleges and incorporates
11 by reference each and every one of the allegations contained in the preceding and foregoing
12 paragraphs of this Complaint as if fully set forth herein.

13 98. Labor Code §§201 and 202 require Defendants to pay their employees all wages due
14 immediately at the time of discharge, layoff, or resignation made with at least 72 hours of notice, or
15 within 72 hours of resignation made within 72 hours of notice.

16 99. Labor Code §203 provides that if an employer willfully fails to pay compensation
17 promptly upon separation, as required by §§201 or 202, then the employer is liable for waiting time
18 penalties in the form of one day of wages for up to 30 days.

19 100. Plaintiff and Plaintiff Class are informed, believe, and allege thereon that Defendants
20 have failed to pay all earned wages to Plaintiff and Plaintiff Class during their employment with
21 Defendants. In addition, Plaintiff and Plaintiff Class have been discharged, laid off, resigned, retired
22 or otherwise separated from employment, but Defendants have not unconditionally paid earned
23 wages upon separation of employment within the time frame mandated by Labor Code §§201 and
24 202. Defendants' conduct in this regard has been willful.

25 101. As a consequence of Defendants' willful failure to pay wages due to each such
26 employee following separation from employment as required by Labor Code §§201 and 202,
27 Plaintiff and Plaintiff Class whose employment ended prior to the filing of this case and continuing
28 through the date of class certification are entitled to recover from Defendants an additional sum as

1 penalty, pursuant to Labor Code §203, equal to a day's wages, for thirty (30) days, plus interest, for
2 each employee who separated from employment Defendants, in amounts according to proof at trial.

3 **EIGHTH CAUSE OF ACTION**

4 **VIOLATIONS OF THE UNFAIR BUSINESS PRACTICES ACT**

5 **(On Behalf of Plaintiff and Plaintiff Class Against All Defendants)**

6 102. Plaintiff, on behalf of himself and Plaintiff Class, hereby realleges and incorporates
7 by reference each and every one of the allegations contained in the preceding and foregoing
8 paragraphs of this Complaint as if fully set forth herein.

9 103. Business & Professions Code §17200 prohibits unfair competition in the form of any
10 unlawful, unfair, or fraudulent business act or practice.

11 104. Business & Professions Code §17204 allows "any person acting for the interests of
12 itself, its members or the general public" to prosecute a civil action for violation of the UCL.

13 105. Within the liability period, Defendants have committed unlawful, unfair and/or
14 fraudulent business acts and practices and defined by Business & Professions Code §17200, by
engaging in the following conduct:

- 15 a. Failing to pay Plaintiff and Plaintiff Class proper overtime compensation for
16 all hours worked over eight (8) in a day or forty (40) in a workweek, as
17 required by Labor Code §§510, 1194 *et seq.* and IWC Wage Order 10;
- 18 b. Failing to pay Plaintiff and Plaintiff Class minimum and regular wages;
- 19 c. Failing and refusing to provide meal periods to Plaintiff and Plaintiff Class, as
20 required by Labor Code §§226.7 and IWC Wage Order 10;
- 21 d. Failing and refusing to provide rest breaks to Plaintiff and Plaintiff Class, as
22 required by Labor Code §§226.7 and IWC Wage Order 10;
- 23 e. Failing to pay Plaintiff and Plaintiff Class timely wages during employment,
24 as required by Labor Code §204;
- 25 f. Failing to provide accurate itemized wage statements to Plaintiff and the
26 Plaintiff Class, as required by Labor Code §226;

1 g. Failing to maintain payroll records showing the actual hours worked each day
2 by Plaintiff and Plaintiff Class, as required by Labor Code §1174 *et seq.* and
3 IWC Wage Order 10; and

4 h. Failing to pay, upon termination of employment all wages due to Plaintiff and
5 Plaintiff Class, as required by Labor Code §§201, 202, and 203.

6 106. The violations of these laws serve as unlawful, unfair, and/or fraudulent predicate acts
7 and practices for purposes of Business and Professions Code §17200.

8 107. As a result of the aforementioned actions, Plaintiff and Plaintiff Class have lost and
9 continue to lose money or property and suffered and continue to suffer injury in fact. Defendants
10 continue to hold unpaid wages and other funds legally belonging to Plaintiff and Plaintiff Class.

11 108. Plaintiff and Plaintiff Class are entitled to restitution pursuant to Business &
12 Professions Code §§17203 and 17208 for all unpaid overtime pay, missed meal period and break
13 compensation, and interest since at least four years prior to the filing of this Complaint.

14 109. Pursuant to Business & Professions Code §17203, Plaintiff and Plaintiff Class are
15 entitled to: (a) restitution of money acquired by Defendants by means of their unfair business
16 practices, in amounts not yet ascertained by to be ascertained at trial; (b) a declaration that
17 Defendants' business practices are unfair within the meaning of the statute, (c) a permanent
18 injunction to prohibit Defendants from classifying Plaintiff and Plaintiff Class as independent
19 contractors.

20 110. Plaintiff and Plaintiff Class are entitled to enforce all applicable penalty provisions of
21 the Labor Code pursuant to Business & Professions Code §17202.

22 111. By all of the foregoing alleged conduct, Defendants have committed, and are
23 continuing to commit, ongoing unlawful, unfair and fraudulent business practices within the
24 meaning of Business & Professions Code §17200 *et seq.*

25 112. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims
26 specified herein. There is a financial burden incurred in pursuing this action which is in the public
27 interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal. Code of Civil
28 Procedure §1021.5.

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATIONS OF LABOR CODE § 2698 ET SEQ.**

3 **(On Behalf of Plaintiff and Aggrieved Employees Against All Defendant HOMETOWN)**

4 113. Plaintiff, on behalf of himself and Aggrieved Employees, hereby incorporate the
5 preceding paragraphs as though fully set forth herein.

6 114. Plaintiff is an aggrieved employee as defined in Labor Code § 2699 (c), and related
7 Labor Code provisions. Plaintiff brings this cause of action on behalf of himself, Aggrieved
8 Employees, and other current and former employees affected by the labor law violations alleged
9 herein.

10 115. Defendants committed numerous violations of the California Labor Code and IWC
11 Wage Orders against Plaintiff and, on information and belief, against Aggrieved Employees
12 described herein while they were employed by Defendants, as described in this Complaint.

13 129. Pursuant to Labor Code § 2698, et seq., Plaintiff, and all other Aggrieved Employees
14 seek to recover civil penalties, as otherwise provided by statute and wage order, for which
15 HOMETOWN is liable as a result of its violations of the California Labor Code and applicable wage
16 order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those
17 provided by Labor Code §§ 201, 202, 203, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and
18 IWC Wage Orders, including but not limited to the applicable Wage Order No. Plaintiff and
19 Aggrieved Employees further seek an award of reasonable attorney fees and costs pursuant to this
20 section.

21 **VII. PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, on behalf of himself and the above-described Plaintiff Class, prays
23 for relief as follows, jointly and severally from all Defendants:

24 A. That the Court determine that this action may be maintained as a class action under
25 Code of Civil Procedure §382, and define the class as requested herein;

26 B. Provision of class notice to all members of Plaintiff Class;

27 C. A declaratory judgment that Defendants' violations described above were willful;

28 D. An equitable accounting to identify, locate, and restore to Plaintiff and Plaintiff Class,
the wages due;

1 E. For an Order requiring Defendants to identify each of the member of Plaintiff Class
2 by name, home address, home telephone number and, if available, email address;

3 F. For an Order requiring Defendants to make full restitution and payment pursuant to
4 California law;

5 G. For all other appropriate injunctive, declaratory and equitable relief;

6 H. An award to Plaintiff and Plaintiff Class in the amount of unpaid overtime
7 compensation, missed meal period and rest break compensation, including interest thereon, subject
8 to proof at trial;

9 I. All remedies available for violations of California Labor Code §§203 and 204;

10 J. An award of reasonable attorneys' fees and costs, pursuant to Labor Code §§226 and
11 1194, Code of Civil Procedure §1021.5 and/or other applicable law;

12 K. For an order imposing all statutory and/or civil penalties provided by law, including
13 an order awarding each Plaintiff and each aggrieved employee amounts and penalties pursuant to
14 Labor Code § 2698 *et seq.*; and

15 L. An award to Plaintiff and Plaintiff Class of such other and further relief as this Court
16 deems just and proper.

17 Dated: July 18, 2022

VERUM LAW GROUP, APC

18 By:  _____

19 Sam Kim

20 Yoonis Han

21 Attorneys for Plaintiff TAN NGUYEN
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1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast
6 Hwy, Suite 1025, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described as **FIRST AMENDED**
8 **CLASS ACTION COMPLAINT**, on each of the interested parties in this action by placing ☐ the
9 original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on
the attached mailing list):

10 Attorneys for Defendant(s) Hometown Equity
11 Mortgage, LLC

12 Roxana E. Verano, Esq.,
roxana@landeggeresq.com

13 Kristina Kourasis, Esq.,
kristina@landeggeresq.com

14 **LANDEGGER VERANO & DAVIS, ALC**
15 15760 Ventura Boulevard, Suite 1200
16 Encino, California 91436
Telephone: (818) 986-7561

17 ☒ **BY ONE LEGAL:** A true and correct copy of the above document was electronically
18 served on counsel(s) of record through One Legal's e-service and/or e-copy transmission
19 service system.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct.

22 Executed on July 19, 2022 at El Segundo, California.

23 

24 Carla Flores