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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JULIA PETTIS, on behalf of similarly
situated members of the general public,

Plaintiff,

vs.

GOLDEN EMPIRE MORTGAGE, INC., a
California corporation; and DOES 1 through
20, inclusive,

Defendants.

Case No. **20STCV13589**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004 (CAL.
LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Julia Pettis, on behalf of aggrieved employees, alleges as follows:

2 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

3 1. Pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
4 (“PAGA”), Plaintiff Julia Pettis (“Plaintiff”) brings this representative action Golden Empire
5 Mortgage, Inc.; and Does 1 through 20, inclusive (collectively “Defendants”), on behalf of herself
6 and all other aggrieved employees employed by Defendants through California.

7 2. Defendants provide direct lending services to homebuyers and investors.

8 3. Through this action, Plaintiff is alleging that Defendants engaged in a systematic
9 pattern of wage and hour violations under the California Labor Code (“Labor Code”) and Industrial
10 Welfare Commission (“IWC”) Wage Orders.

11 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
12 increased their profits by violating state wage and hour laws by, among other things:

13 (a) Failing to pay all wages (including minimum wages and overtime wages)

14 (b) Failing to provide lawful meal periods or compensation in lieu thereof;

15 (c) Failing to authorize or permit lawful rest breaks or provide compensation in lieu
16 thereof;

17 (d) Failing to provide accurate itemized wage statements;

18 (e) Failing to pay all wages due throughout employment and upon separation of
19 employment; and

20 (f) Failing to reimburse all business expenses incurred by employees in direct
21 consequence of the discharge of their duties.

22 5. Plaintiff brings this representative action against Defendants on behalf of aggrieved
23 employees statewide to recover, among other things, civil penalties, attorney’s fees and costs and
24 expenses pursuant to PAGA.

25 **JURISDICTION AND VENUE**

26 6. This is a representative action brought under PAGA, codified at Cal. Lab. Code §
27 2698, *et seq.* The civil penalties sought by Plaintiff exceeds the minimal jurisdictional limits of the
28 Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have at least one office in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a resident of California. Plaintiff was employed by Defendants during the relevant time periods as alleged herein.

11. Plaintiff is informed and believes, and thereon alleges, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees are engaged in this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under fictitious names DOES 1 through 20, but will seek leave of Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers or employees of Defendants, at all relevant times

14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's

1 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
2 policy of Defendants.

3 15. At all relevant times, Defendants, acted within the scope of such agency or
4 employment, or ratified each and every act or omission complained of herein. At all relevant times,
5 Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
6 Defendants in proximately causing the damages herein alleged.

7 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants
8 is in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
9 occurrences and transactions alleged herein.

10 **GENERAL ALLEGATIONS**

11 17. At all relevant times mentioned herein, Defendants employed Plaintiff and other
12 persons as employees paid at least in part on a commission basis in California..

13 18. Plaintiff was employed in a loan officer position at Defendants' California business
14 location(s) and misclassified as exempt.

15 19. Defendants continue to employ employees paid at least in part on a commission
16 basis within California.

17 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
19 were knowledgeable about California's wage and hour laws, employment and personnel practices
20 and the requirements of California law.

21 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and aggrieved employees were entitled to receive wages for all
23 time worked (including minimum wages and overtime wages) and that they were not receiving all
24 wages earned for work that was required to be performed. In violation of the Labor Code and IWC
25 Wage Orders, Plaintiff and aggrieved employees were not paid all wages (including minimum and
26 overtime wages).

27 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and aggrieved employees were entitled to receive all meal periods

1 or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of
2 pay when they did not receive a timely, uninterrupted meal period. In violation of the Labor Code
3 and IWC Wage Orders, Plaintiff and aggrieved employees did not receive all meal periods or
4 payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of
5 pay when they did not receive a timely, uninterrupted meal period.

6 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and aggrieved employees were entitled to receive all rest breaks or
8 payment of one (1) additional hour of pay at Plaintiff and aggrieved employees' regular rate of pay
9 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and
10 aggrieved employees did not receive all rest breaks or payment of one (1) additional hour of pay at
11 Plaintiff and aggrieved employees' regular rate of pay when a rest break was missed.

12 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and aggrieved employees were entitled to receive itemized wage
14 statements that accurately showed their gross and net wages earned, total hours worked, all
15 applicable hourly rates in effect, the number of hours worked at each hourly rate, and the name and
16 address of the legal entity that is the employer in accordance with California law. In violation of
17 the Labor Code, Plaintiff and aggrieved employees were not provided with accurate itemized wage
18 statements.

19 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that aggrieved employees were entitled to timely payment of wages due
21 throughout their employment and upon separation of employment. In violation of the Labor Code,
22 aggrieved employees did not receive payment of all wages within permissible time periods.

23 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and aggrieved employees were entitled to reimbursement for
25 necessary expenditures incurred in connection with the performance and execution of their job
26 duties. In violation of the California Labor Code, Plaintiff and aggrieved employees did not receive
27 adequate reimbursement for necessary business expenses, including but not limited to
28 reimbursement for use of their personal cell phones, home internet, and personal automobiles.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

FIRST CAUSE OF ACTION

VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT

(California Labor Code §§ 2698, *et seq.*)

28. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

29. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

30. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

31. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

(a) Violation of Labor Code §§ 201-203, 204, 510, 1194, 1197 and 1198 for failure to timely pay all earned wages (including minimum wages and overtime wages) owed to Plaintiff Julia Pettis and other aggrieved employees during employment and upon separation of employment as herein alleged;

- (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- (c) Violation of Labor Code §§ 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- (d) Violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- (e) Violation of Labor Code § 201-203, 204, 210 for failure to timely pay all wages due to Plaintiff and other aggrieved employees throughout their employment and upon termination of employment as herein alleged; and
- (f) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate records.

32. As set forth above, Defendants have violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff seeks the civil penalties set forth in Labor Code § 558 for herself, the underpaid employees, and the State of California.

33. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

35. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3 and 2699.5, Plaintiff and all other aggrieved employees are entitled to recover civil penalties against Defendants for violations of the above-cited sections of the Labor Code.

36. Pursuant to Labor Code § 2699(g)(1), “[e]xcept as provided in paragraph (2), an aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action

pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part."

37. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff's own behalf, and on behalf of all other aggrieved employees, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to Labor Code §§ 2698, *et seq.*;
2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, *et seq.*; and
3. For such other relief as the Court deems just and proper.

Dated: April 7, 2020

AEGIS LAW FIRM, PC



Fawn F. Bekam
Attorneys for Plaintiff

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