

1 BOYAMIAN LAW, INC.
2 Michael H. Boyamian, SBN 256107
3 michael@boyamianlaw.com
4 Armand R. Kizirian, SBN 293992
5 armand@boyamianlaw.com
6 550 North Brand Boulevard, Suite 1500
7 Glendale, California 91203
8 Telephone: (818) 547-5300
9 Facsimile: (818) 547-5678

6 HAIG B. KAZANDJIAN LAWYERS, APC
7 Haig B. Kazandjian (SBN 278622)
8 haig@hbklawyers.com
9 Cathy Gonzalez (SBN 310625)
10 cathy@hbklawyers.com
11 801 North Brand Boulevard, Suite 970
12 Glendale, CA 91203
13 Telephone: 818.696.2306
14 Facsimile: 818.696.2307

11 *Attorneys for Plaintiffs and the Proposed*
12 *Class*

13 Additional counsel listed below

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES**

16 ANI AMIRIAN, WILLIAM WHITING,
17 LISA HALL, SHANNA CASTRO, MARIS
18 GELFMAN, KELLY GREEN,
19 ELIZABETH KLAPROTH, CHATTE
20 MITCHELL, SARAH OCHOA,
21 STEPHANIE SANCHEZ, JUDY
22 SEMENZA, GRACE STEVENSON,
23 TIMOTHY WOODS, and MAKSIM
24 YANOVSKY, individually, and on behalf
25 of all other members of the general public
26 similarly situated,

22 Plaintiffs,

23 vs.

24 UMPQUA HOLDINGS COMPANY D/B/A
25 UMPQUA BANK; an unknown business
26 entity; and DOES 1 THROUGH 100,
27 inclusive,

27 Defendants.

FILED
Superior Court of California
County of Los Angeles

AUG 18 2020

Sherri R. Carter, Executive Officer/Clerk

By Paul R. Cruz Deputy
Paul R. Cruz

Case No. BC674115

[Assigned to the Hon. Elihu M. Berle, Dept. 6]

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

**(1) FAILURE TO PROVIDE OVERTIME
PAY, CAL. LAB. CODE §§ 510, 1194, AND
IWC ORDER NO. 4-2001;**

**(2) FAILURE TO PROVIDE MEAL
BREAKS, CAL. LAB. CODE §§ 218.5, 226.7,
512, AND 1198, AND IWC ORDER NO. 4-
2001;**

**(3) FAILURE TO PROVIDE REST
BREAKS, CAL. LAB. CODE §§ 218.5,
226.7, 512, AND 1198, AND IWC ORDER
NO. 4-2001;**

By Fax

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(4) FAILURE TO PROVIDE MINIMUM WAGES, CAL. LAB. CODE §§ 1194, 1197, AND 1197.1;

(5) FAILURE TO PAY EARNED WAGES UPON DISCHARGE, CAL. LAB. CODE §§ 201-203;

(6) FAILURE TO PAY EARNED WAGES TIMELY, CAL. LAB. CODE §§ 204, 210;

(7) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS, CAL. LAB. CODE § 226(a);

(8) FAILURE TO KEEP REQUISITE PAYROLL RECORDS, CAL. LAB. CODE § 1174(d);

(9) FAILURE TO REIMBURSE EMPLOYEES FOR BUSINESS EXPENSES, CAL. LAB. CODE § 2802;

(10) UNLAWFUL, UNFAIR, and/or DECEPTIVE BUSINESS PRACTICES, CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;

(11) CIVIL PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT, CAL. LAB. CODE §§ 2698, *et seq.*

Complaint Filed: August 30, 2017

Demand for Jury Trial

1 Jennifer Liu (State Bar No. 279370)
Logan Talbot (State Bar No. 300591)
2 THE LIU LAW FIRM, P.C.
800 Menlo Avenue, Suite 102
3 Menlo Park, CA 94025
Telephone: 650.461.9000
4 Facsimile: 650.460.6967
Email: jliu@liulawpc.com
5 Email: ltalbot@liulawpc.com

6 Robert Ottinger (State Bar No. 156825)
THE OTTINGER FIRM, P.C.
7 535 Mission Street, 14th Floor
San Francisco, CA 94105
8 Telephone: 415.508.7786
Facsimile: 212.571.0505
9 Email: robert@ottingerlaw.com

10 *Counsel for Plaintiffs and the Proposed Class*

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1 Plaintiffs Ani Amirian, William Whiting, Lisa Hall, Shanna Castro, Maris Gelfman, Kelly
2 Green, Elizabeth Klaproth, Chatte Mitchell, Sarah Ochoa, Stephanie Sanchez, Judy Semenza,
3 Grace Stevenson, Timothy Woods, and Maksim Yanovsky (collectively, "Plaintiffs"), on behalf
4 of themselves and all others similarly situated, on behalf of the general public, and demanding a
5 trial by jury, complain and plead the following factual allegations:

6 **I. INTRODUCTION**

7 1. This class action seeks recovery of unpaid overtime, unpaid meal and rest break
8 penalties, unpaid minimum wages, failure to pay earned wages upon termination, failure to pay
9 earned wages timely, failure to provide accurate wage statements, failure to keep requisite
10 payroll records, unreimbursed business expenses, unfair business practices, and for violations of
11 the Private Attorneys General Act of 2004 ("PAGA").

12 2. Umpqua, as a policy and practice, discourages its hourly employees from reporting
13 overtime hours and all hours worked. As a policy, Umpqua prohibits its hourly employees from
14 working more than eight hours in a day or more than forty hours in a week without getting prior
15 approval from their supervisor.

16 3. Umpqua chronically understaffs its bank branches in California, to the point where
17 hourly employees frequently cannot take proper meal or rest breaks. However, when hourly
18 employees work over five continuous hours without a proper meal break, Umpqua does not pay
19 them a meal break penalty if their time records show that they took a meal break after their fifth
20 hour of work. These uniform and systematic policies, procedures, and/or practices violate
21 California Labor Code §§ 226.7, 512, and 1198 and Industrial Wage Order No. 4-2001.

22 4. Umpqua also discourages their hourly employees in California from reporting all
23 hours worked and any missed rest breaks. Umpqua managers pressure hourly employees to sign
24 forms attesting that they received all of their rest breaks when the employees did not actually
25 receive all of their rest breaks. These uniform and systematic policies, procedures, and/or
26 practices violate California Labor Code §§ 226.7 and 1198 and Industrial Wage Order No. 4-
27 2001.

28 5. Umpqua also maintains a uniform and systematic policy, procedure, and/or

1 practice of failing to reimburse their California-based hourly employees and salaried Mortgage
2 Loan Officers ("MLOs") for necessary and reasonable business expenses in violation of
3 California Labor Code § 2802. Among other business expenses, Umpqua requires their
4 California-based hourly employees and MLOs to be accessible on their personal cellphones
5 during work hours, and hourly employees and MLOs are expected to check and respond to
6 phone calls and text messages on their personal cellphones. Umpqua also requires MLOs to use
7 their personal automobiles for business-related travel. However, Umpqua does not reimburse its
8 hourly employees and MLOs in California for these business expenses.

9 6. By failing to pay meal and rest break penalties to their hourly employees in
10 California, Umpqua has also violated California Labor Code §§ 201-204, 210 by failing to pay
11 all wages due to California-based hourly employees on time or upon discharge, and California
12 Labor Code §§ 226(a) and 1174(d) by failing to provide such employees with accurate wage
13 statements and failure to keep requisite payroll records.

14 7. Plaintiffs also bring this action against Umpqua for violations of the Unfair
15 Competition Law ("UCL"), California Business and Professions Code §§ 17200, et seq., for
16 restitution and disgorgement of Umpqua's profits derived from their unlawful, unfair, and/or
17 deceptive business practices.

18 8. Pursuant to PAGA, California Labor Code §§ 2698, et seq., Plaintiff Amirian sent
19 a notice to the California Labor and Workforce Development Agency indicating her intent to
20 seek penalties under PAGA for all California-based hourly employees based on Umpqua's
21 failure to provide overtime and minimum wages, failure to provide meal and rest breaks, failure
22 to pay all earned wages upon discharge, failure to provide timely wages, failure to reimburse all
23 necessary business expenses, and failure to provide accurate wage statements and maintain
24 requisite payroll records on August 10, 2017. To date, Plaintiff Amirian has not received any
25 response from the LWDA.

26 9. Pursuant to PAGA, Plaintiff Whiting sent a notice to the LWDA indicating his
27 intent to seek penalties under PAGA for all California-based hourly employees based on
28 Umpqua's failure to provide meal and rest breaks, failure to pay all earned wages upon

1 discharge, and failure to provide accurate wage statements on September 26, 2018. Plaintiff
2 Whiting filed an amended notice on February 28, 2019, to clarify that he also intended to seek
3 PAGA penalties for Umpqua's failure to reimburse all California-based hourly employees for
4 necessary business expenses. To date, Plaintiff Whiting has not received any response from the
5 LWDA.

6 10. Pursuant to PAGA, Plaintiff Hall sent a notice to the LWDA indicating her intent
7 to seek penalties under PAGA for all California-based MLOs based on Umpqua's failure to
8 reimburse all California-based MLOs for necessary business expenses on May 21, 2020. To
9 date, Plaintiff Hall has not received any response from the LWDA.

10 **II. JURISDICTION AND VENUE**

11 11. This Court has jurisdiction over this action pursuant to Article 6, § 10 of the
12 California Constitution and California Code of Civil Procedure § 410.10. This action is brought
13 pursuant to California Code of Civil Procedure § 382. Plaintiffs bring this action on their own
14 behalf and on behalf of all persons within the putative Classes as defined below. Umpqua owns
15 property, maintains offices, transacts business, and/or has an agent or agents within the City and
16 County of Los Angeles or otherwise is found within the City and County of Los Angeles, and
17 each Defendant is within the jurisdiction of this Court for purposes of service of process.

18 12. Venue is proper in this Court pursuant to California Code of Civil Procedure
19 § 395(a) and § 395.5 because the injuries to the persons complained of herein occurred in the
20 City and County of Los Angeles and/or because Umpqua conducts business within the City and
21 County of Los Angeles.

22 **III. PARTIES**

23 ***Plaintiffs***

24 13. Plaintiff Ani Amirian is a resident of the County of Los Angeles.

25 14. The acts complained of herein occurred within the last four years preceding the
26 filing of the Complaint and continue to the present.

27 15. During the relevant statutory period, Plaintiff Amirian worked for Umpqua as an
28 hourly employee within the State of California. Plaintiff Amirian worked for Umpqua from

1 approximately November 2016 to May 2017 at an Umpqua branch located in Los Angeles,
2 California. Plaintiff Amirian experienced each of the violations described herein, including the
3 failure to provide overtime and minimum wages, failure to provide meal and rest breaks, failure
4 to pay all earned wages upon discharge, failure to provide timely wages, failure to reimburse all
5 necessary business expenses, failure to provide accurate wage statements, and unfair
6 competition.

7 16. Plaintiff William Whiting is a resident of the County of San Francisco, California.

8 17. The acts complained of herein occurred within the last four years preceding the
9 filing of the Complaint and continue to the present.

10 18. During the relevant statutory period, Plaintiff Whiting worked for Umpqua as an
11 hourly employee within the State of California. Plaintiff Whiting worked for Umpqua from
12 approximately August 2015 to June 2018 at various Umpqua branches located in and around San
13 Francisco, California. Plaintiff Whiting experienced each of the violations described herein,
14 including the failure to provide overtime and minimum wages, failure to provide meal and rest
15 breaks, failure to pay all earned wages upon discharge, failure to provide timely wages, failure to
16 reimburse all necessary business expenses, failure to provide accurate wage statements, and
17 unfair competition.

18 19. Plaintiff Lisa Hall is a resident of the County of Humboldt, California.

19 20. The acts complained of herein occurred within the last four years preceding the
20 filing of the Complaint and continue to the present.

21 21. During the relevant statutory period, Plaintiff Hall worked for Umpqua as an MLO
22 within the State of California. Plaintiff Hall worked for Umpqua from approximately July 2013
23 to March 2018 at various Umpqua branches located in and around Eureka, California. Plaintiff
24 Hall experienced failure to reimburse business expenses and unfair competition.

25 22. Plaintiff Shanna Castro is a resident of the County of Contra Costa, California.

26 23. The acts complained of herein occurred within the last four years preceding the
27 filing of the Complaint and continue to the present.

28 24. During the relevant statutory period, Plaintiff Castro worked for Umpqua as an

1 hourly employee within the State of California. Plaintiff Castro worked for Umpqua from
2 approximately April 2012 to August 2017 at various Umpqua branches located in and around
3 Walnut Creek, California. Plaintiff Castro experienced each of the violations described herein,
4 including the failure to provide overtime and minimum wages, failure to provide meal and rest
5 breaks, failure to pay all earned wages upon discharge, failure to provide timely wages, failure to
6 reimburse all necessary business expenses, failure to provide accurate wage statements, and
7 unfair competition.

8 25. Plaintiff Maris Gelfman is a resident of the County of San Francisco, California.

9 26. The acts complained of herein occurred within the last four years preceding the
10 filing of the Complaint and continue to the present.

11 27. During the relevant statutory period, Plaintiff Gelfman worked for Umpqua as an
12 MLO within the State of California. Plaintiff Gelfman worked for Umpqua from approximately
13 February 2017 to July 2017 at various Umpqua branches located in and around San Francisco,
14 California. Plaintiff Gelfman experienced failure to reimburse business expenses and unfair
15 competition.

16 28. Plaintiff Kelly Green is a resident of the County of Sacramento, California.

17 29. The acts complained of herein occurred within the last four years preceding the
18 filing of the Complaint and continue to the present.

19 30. During the relevant statutory period, Plaintiff Green worked for Umpqua as an
20 MLO within the State of California. Plaintiff Green worked for Umpqua from approximately
21 April 2014 to June 2018 at various Umpqua branches located in and around Folsom, California.
22 Plaintiff Green experienced failure to reimburse business expenses and unfair competition.

23 31. Plaintiff Elizabeth Klaproth is a resident of the County of Alameda, California.

24 32. The acts complained of herein occurred within the last four years preceding the
25 filing of the Complaint and continue to the present.

26 33. During the relevant statutory period, Plaintiff Klaproth worked for Umpqua as an
27 hourly employee within the State of California. Plaintiff Klaproth worked for Umpqua from
28 approximately April 2013 to October 2015 at various Umpqua branches located in and around

1 the San Francisco Bay Area, California. Plaintiff Klaproth experienced each of the violations
2 described herein, including the failure to provide overtime and minimum wages, failure to
3 provide meal and rest breaks, failure to pay all earned wages upon discharge, failure to provide
4 timely wages, failure to reimburse all necessary business expenses, failure to provide accurate
5 wage statements, and unfair competition.

6 34. Plaintiff Chatte Mitchell is a resident of the County of Alameda, California.

7 35. The acts complained of herein occurred within the last four years preceding the
8 filing of the Complaint and continue to the present.

9 36. During the relevant statutory period, Plaintiff Mitchell worked for Umpqua as an
10 hourly employee within the State of California. Plaintiff Mitchell worked for Umpqua from
11 approximately April 2013 to October 2015 at various Umpqua branches located in and around
12 Napa, California. Plaintiff Mitchell experienced each of the violations described herein,
13 including the failure to provide overtime and minimum wages, failure to provide meal and rest
14 breaks, failure to pay all earned wages upon discharge, failure to provide timely wages, failure to
15 reimburse all necessary business expenses, failure to provide accurate wage statements, and
16 unfair competition.

17 37. Plaintiff Sarah Ochoa is a resident of the County of Lake, California.

18 38. The acts complained of herein occurred within the last four years preceding the
19 filing of the Complaint and continue to the present.

20 39. During the relevant statutory period, Plaintiff Ochoa worked for Umpqua as an
21 hourly employee within the State of California. Plaintiff Ochoa worked for Umpqua from
22 approximately November 2015 to March 2019 at various Umpqua branches located in and
23 around Kelseyville, California. Plaintiff Ochoa experienced each of the violations described
24 herein, including the failure to provide overtime and minimum wages, failure to provide meal
25 and rest breaks, failure to pay all earned wages upon discharge, failure to provide timely wages,
26 failure to reimburse all necessary business expenses, failure to provide accurate wage statements,
27 and unfair competition.

28 40. Plaintiff Stephanie Sanchez is a resident of the County of San Francisco,

1 California.

2 41. The acts complained of herein occurred within the last four years preceding the
3 filing of the Complaint and continue to the present.

4 42. During the relevant statutory period, Plaintiff Sanchez worked for Umpqua as an
5 hourly employee within the State of California. Plaintiff Sanchez worked for Umpqua from
6 approximately June 2015 to July 2018 at various Umpqua branches located in and around San
7 Francisco, California. Plaintiff Sanchez experienced each of the violations described herein,
8 including the failure to provide overtime and minimum wages, failure to provide meal and rest
9 breaks, failure to pay all earned wages upon discharge, failure to provide timely wages, failure to
10 reimburse all necessary business expenses, failure to provide accurate wage statements, and
11 unfair competition.

12 43. Plaintiff Judy Semenza is a resident of the County of Stanislaus, California.

13 44. The acts complained of herein occurred within the last four years preceding the
14 filing of the Complaint and continue to the present.

15 45. During the relevant statutory period, Plaintiff Semenza worked for Umpqua as an
16 hourly employee within the State of California. Plaintiff Semenza worked for Umpqua from
17 approximately May 2009 to June 2017 at various Umpqua branches located in and around
18 Columbia, California. Plaintiff Semenza experienced each of the violations described herein,
19 including the failure to provide overtime and minimum wages, failure to provide meal and rest
20 breaks, failure to pay all earned wages upon discharge, failure to provide timely wages, failure to
21 reimburse all necessary business expenses, failure to provide accurate wage statements, and
22 unfair competition.

23 46. Plaintiff Grace Stevenson is a resident of the County of San Francisco, California.

24 47. The acts complained of herein occurred within the last four years preceding the
25 filing of the Complaint and continue to the present.

26 48. During the relevant statutory period, Plaintiff Stevenson worked for Umpqua as an
27 hourly employee within the State of California. Plaintiff Stevenson worked for Umpqua from
28 approximately November 2015 until June 2016 at various Umpqua branches located in and

1 around San Francisco, California. Plaintiff Stevenson experienced each of the violations
2 described herein, including the failure to provide overtime and minimum wages, failure to
3 provide meal and rest breaks, failure to pay all earned wages upon discharge, failure to provide
4 timely wages, failure to reimburse all necessary business expenses, failure to provide accurate
5 wage statements, and unfair competition.

6 49. Plaintiff Timothy Woods is a resident of the County of Sonoma, California.

7 50. The acts complained of herein occurred within the last four years preceding the
8 filing of the Complaint and continue to the present.

9 51. During the relevant statutory period, Plaintiff Woods worked for Umpqua as an
10 MLO within the State of California. Plaintiff Woods worked for Umpqua from approximately
11 March 2011 to August 2017 at various Umpqua branches located in and around Sonoma,
12 California. Plaintiff Woods experienced failure to reimburse business expenses and unfair
13 competition.

14 52. Plaintiff Maksim Yanovsky is a resident of the County of Contra Costa, California.

15 53. The acts complained of herein occurred within the last four years preceding the
16 filing of the Complaint and continue to the present.

17 54. During the relevant statutory period, Plaintiff Yanovsky worked for Umpqua as an
18 hourly employee within the State of California. Plaintiff Yanovsky worked for Umpqua from
19 approximately May 2013 to December 2016 at various Umpqua branches located in and around
20 Walnut Creek, California. Plaintiff Yanovsky experienced each of the violations described
21 herein, including the failure to provide overtime and minimum wages, failure to provide meal
22 and rest breaks, failure to pay all earned wages upon discharge, failure to provide timely wages,
23 failure to reimburse all necessary business expenses, failure to provide accurate wage statements,
24 and unfair competition.

25 ***Defendants***

26 55. Defendant Umpqua Bank is an Oregon state-chartered bank with its headquarters
27 and principal place of business in Portland, Oregon. Defendant Umpqua Bank is a wholly-
28 owned subsidiary of Defendant Umpqua Holdings Corporation (together with Umpqua Bank,

1 “Defendants” or “Umpqua”).

2 56. Plaintiffs are informed and believe, and thereupon allege, that at all times
3 mentioned herein, Defendants were qualified to do business and actually does business in the
4 State of California. Defendants operate an industry, business, and establishment in numerous
5 separate geographic locations within the State of California, including but not limited to the City
6 and County of Los Angeles, for the purpose of providing retail banking services within the State
7 of California. Therefore, Defendants are subject to the California Labor Code and California
8 Business and Professions Code §§ 17200, *et seq.*

9 57. Plaintiffs are informed and believe, and based thereupon allege, that the conduct,
10 actions, omissions, and manner of failing to provide overtime and minimum wages, failing to
11 provide proper meal and rest breaks, failing to reimburse necessary business expenses, failing to
12 pay all earned wages upon discharge, failing to provide accurate wage statements and maintain
13 requisite payroll records, failing to timely pay wages during employment, and engaging in unfair
14 competition was willful, known, and intended to violate the laws, and that officers, directors, and
15 managing agents of Defendants, and each of them, approved, ratified, and directed the conduct
16 in order to inflate profits at the expense of their own employees’ earnings and wages. Through
17 these policies and/or practices, Defendants lowered their operating costs by failing to overtime
18 and minimum wages and pay meal and rest break penalties to their hourly employees and
19 improperly requiring hourly employees and MLOs to pay for Defendants’ cost of doing business
20 out of their own income.

21 58. Plaintiff is ignorant of the true names or capacities, whether as individuals,
22 partners, corporate entities, or joint venturers, of the Defendants sued herein as Does 1 through
23 100, inclusive, and for that reason, Defendants are sued under such fictitious names. Plaintiff
24 will seek leave from the Court to amend this Complaint when such true names and capacities are
25 discovered. Plaintiff is informed and believes, and thereupon alleges, that each of said Doe
26 Defendants, whether individuals, partners, corporate entities, or joint venturers, were responsible
27 in some manner for the circumstances alleged herein, and proximately caused Plaintiff and those
28 members of the general public and Class designated herein, to be subject to the unlawful

1 employment and business practices, wrongs, injuries, and damages complained of herein.

2 **IV. CLASS ACTION ALLEGATIONS**

3 59. Plaintiffs Amirian, Whiting, and Hall bring this action individually and as
4 representatives of the Classes of all other similarly situated individuals pursuant to California
5 Code of Civil Procedure § 382.

6 60. Plaintiffs Amirian and Whiting seek to represent the “Hourly Employee Class,”
7 defined as: all individuals who are or previously were employed by Defendants in California and
8 classified as a non-exempt employee at any time during the period from August 20, 2013 to the
9 present.

10 61. Plaintiff Hall seeks to represent the “MLO Class,” defined as all individuals who
11 are or previously were employed by Defendant in California as an exempt Mortgage Loan
12 Officer (or any substantially similar positions with different job titles) at any time during the
13 period from April 9, 2016 to the present.

14 62. As explained below, a well-defined community of interest exists between and
15 among members of the Hourly Employee Class and MLO Class (together with the Hourly
16 Employee Class, the “Classes”).

17 63. **Ascertainable Class:** The proposed Classes consist of readily ascertainable
18 persons. The entire membership of both Classes is unknown to Plaintiffs at this time; however,
19 the identity of such membership is readily ascertainable via inspection of Defendants’
20 employment records.

21 64. **Numerosity:** Plaintiffs are informed and believe, and based thereupon allege, that
22 both of the proposed Classes are numerous and exceed 100 members, as Defendants currently
23 operate approximately 90 retail bank branches in California, and branches typically employ at
24 least a few Hourly Employees at each location, and approximately one MLO per branch. The
25 potential number of members of the Classes as defined are so numerous that joinder of all
26 members would be unfeasible and highly impractical. The actual number of members of both
27 Classes is unknown to Plaintiffs at this time; however, Plaintiffs are informed and believe
28 disposition of their claims through this class action will benefit all of the parties as well as the

1 Court. Use of the class action procedure in this case will be efficient and prevent redundancy of
2 claims.

3 65. **Typicality:** The claims of Plaintiff Amirian and Plaintiff Whiting are typical of
4 the claims of the members of the Hourly Employee Class, and the claims of Plaintiff Lisa Hall
5 are typical of the claims of the members of the MLO Class. Plaintiffs Amirian, Whiting, and
6 Hall, like other members of the Classes, were subjected to Defendants' uniform policies and
7 practices that violated California law. Plaintiff Amirian's and Plaintiff Whiting's job duties and
8 claims were typical of those of the members of the Hourly Employee Class, and Plaintiff Hall's
9 job duties and claims were typical of those of the members of the MLO Class.

10 66. **Adequacy:** Plaintiffs Amirian, Whiting, and Hall can and will fairly and
11 adequately represent the interests of the Classes, and they have no interests that conflict with or
12 are antagonistic to the interests of the Classes. Plaintiffs Amirian, Whiting, and Hall suffered
13 actual harm and damages as a result of Defendants' systematic and uniform failure to provide
14 overtime and minimum wages, failure to provide meal and rest breaks, failure to provide
15 accurate wage statements and maintain requisite payroll records, failure to pay final wages
16 timely, failure to pay timely wages during employment, and failure to reimburse necessary
17 business expenses incurred as a result of performing their job duties. Plaintiffs Amirian,
18 Whiting, and Hall have retained attorneys who are highly skilled, competent, and experienced in
19 complex and class action litigation, and who will vigorously assert the claims on behalf of the
20 members of the Classes. No conflict exists between Plaintiffs Amirian, Whiting, and Hall and
21 the Classes. Plaintiffs Amirian, Whiting, and Hall are willing and able to vigorously prosecute
22 this action on behalf of the Classes.

23 67. **Predominance:** There are common questions of law or fact affecting the rights of
24 the members of the Classes, including but not necessarily limited to whether Defendants failed to
25 reimburse Hourly Employees and MLOs for work-related expenses and whether Defendants
26 failed to provide Hourly Employees with proper breaks and overtime compensation. Common
27 questions predominate over questions affecting only individual members.

28 68. **Superiority:** Certification of the Classes would provide substantial benefits to the

1 Court and members of the Classes. The damages suffered by individual members of the Classes
2 are relatively small compared to the significant expense and burden of individual prosecution of
3 this litigation. In addition, class certification will obviate the need for unduly duplicative
4 litigation which might result in inconsistent judgments about Defendants' uniform policies and
5 practices.

6 a. This case involves large corporate Defendants and sufficiently numerous
7 groups of individual Class members with many relatively small claims but all having similar and
8 common issues of law and fact;

9 b. If each individual member of the Classes were required to file an individual
10 lawsuit, the large corporate defendants would necessarily gain an unconscionable advantage
11 because Defendants would be able to exploit and overwhelm the limited resources of each
12 individual member of the Classes with Defendants' vastly superior financial and legal resources;

13 c. Requiring each individual member of the Classes to pursue an individual
14 remedy would also discourage members of the Classes from bringing lawful claims because
15 many would be disinclined to pursue an action against Defendants out of an appreciable and
16 justifiable fear of retaliation and permanent damage to their lives, careers (and specifically
17 careers within the financial services industry), and well-being;

18 d. Proof of common business practices or factual patterns that the members of
19 the Classes experienced will establish the right of each member of the Classes to recover on the
20 causes of action alleged herein;

21 e. The prosecution of separate actions by the individual members of the
22 Classes, even if possible, would create a substantial risk of inconsistent or varying verdicts or
23 adjudications with respect to the individual members of the Classes against Umpqua; would
24 establish potentially incompatible standards of conduct for Umpqua; and/or legal determinations
25 with respect to individual members of the Classes that would, as a practical matter, be
26 dispositive of the interest of the other members of the Classes who are not parties to the
27 adjudications or that would substantially impair or impede the ability of the members of the
28 Classes to protect their interests; and

1 f. The claims of the individual members of the Classes are not sufficiently
2 large to warrant vigorous individual prosecution, considering all of the concomitant costs and
3 expenses attending thereto.

4 g. Furthermore, because the damages suffered by each individual member of
5 the Classes may be relatively small, the expenses and burden of individual litigation would make
6 it difficult or impossible for individual members of the Classes to redress the wrongs done to
7 them, while an important public interest will be served by addressing the matter as a class action.

8 h. Finally, the cost to the court system of adjudicating such individualized
9 litigation would be substantial. As explained above, individualized litigation would also present
10 the potential for inconsistent or contradictory judgments.

11 69. **Existence and Predominance of Common Questions of Fact and Law:** There
12 are common questions of law and fact as to the members of the Classes, which predominate over
13 questions affecting only individual members of the Classes including, without limitation:

14 a. Whether Umpqua had a policy, procedure, or practice of failing to provide
15 overtime pay to Hourly Employees in California when they worked more than eight hours in a
16 day or more than forty hours in a week;

17 b. Whether Umpqua had a policy, procedure, or practice of denying meal
18 break penalties to Hourly Employees in California when they took a meal break after their fifth
19 hour of work;

20 c. Whether Umpqua's policy, procedure, or practice of failing to pay meal
21 break penalties to their Hourly Employees in California when those employees did not receive
22 meal breaks within the first five hours of working violated California Labor Code §§ 226.7, 512,
23 and 1198 and Industrial Wage Order No. 4-2001;

24 d. Whether Umpqua's staffing policies, procedures, or practices frequently
25 caused Hourly Employees in California to work without proper rest breaks;

26 e. Whether Umpqua's policy, procedure, or practice of failing to provide rest
27 breaks to their Hourly Employees in California violated California Labor Code §§ 226.7 and
28 1198 and Industrial Wage Order No. 4-2001;

1 f. Whether Umpqua violated California Labor Code § 2802 by systematically
2 failing to reimburse Hourly Employees and MLOs for necessary business expenditures incurred
3 as a direct consequence of the performance of their job duties, including, but not limited to:

4 i. Transportation expenses (including mileage, tolls, parking, and
5 public transportation); and

6 ii. Communication expenses (including cell phone use);

7 g. Whether Umpqua engaged in the relevant policies, procedures, or practices
8 alleged herein with oppression, fraud, or malice within the meaning of California Civil Code
9 § 3288;

10 h. Whether Umpqua engaged in unlawful, unfair, and/or deceptive business
11 practices in violation of California Business & Professions Code §§ 17200, *et seq.*; and

12 i. Whether Defendants, and each of them, are/were participants in the alleged
13 unlawful conduct.

14 70. **Manageability of Class and Common Modes of Proof:** The nature of this action
15 makes use of the class action format a particularly efficient and appropriate procedure to afford
16 relief to Plaintiffs for the wrongs alleged herein. Specifically, Umpqua maintains all records
17 necessary to identify each and every member of the Classes. To the extent Umpqua maintains
18 inadequate records, or has not retained records, Plaintiffs propose surveys, representative
19 testimony of members of the Classes, and record sampling done on a statistically significant and
20 randomized basis to prove each claim as hereinafter alleged. Initial investigation shows a clear
21 and common pattern and practice of failing to provide proper meal and rest breaks, failing to
22 reimburse necessary business expenses, failing to pay all earned wages upon discharge, and
23 engaging in unfair competition, with the intended effect of increasing the profitability of
24 Umpqua's business in California. Further, Umpqua utilized this uniform practice and procedure
25 to gain an unfair competitive advantage over competitors, by essentially lowering their operating
26 costs in comparison to competitors. Therefore, this action is brought for the benefit of the
27 public, for the benefit of the affected employees, and to promote the public policy of the State of
28 California to protect employee wages and to prevent unfair competition in the retail banking

industry.

FIRST CAUSE OF ACTION

Failure to Provide Overtime

California Labor Code §§ 510, 1194, and IWC Order No. 4-2001

(On behalf of Plaintiffs Amirian, Whiting, Castro, Klaproth, Mitchell, Ochoa, Sanchez, Semenza, Stevenson, and Yanovsky individually and on behalf of the Hourly Employee Class against all Defendants)

71. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth herein.

72. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to its hourly employees, including failing to properly calculate the overtime rate during the time period(s) in which Plaintiffs and Hourly Employee Class Members in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

73. Defendants' failure to pay Plaintiffs and Hourly Employee Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of the California Labor Code sections 510 and 1194, and is therefore unlawful.

74. Due to Defendants' unlawful conduct, as set forth herein, Plaintiffs and Hourly Employee Class Members sustained damages, including loss of earnings for hours of overtime worked. Plaintiffs and Hourly Employee Class Members are entitled to damages, including overtime wages, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods

California Labor Code §§ 226.7, 512, and 1198, and IWC Order No. 4-2001

(On behalf of Plaintiffs Amirian, Whiting, Castro, Klaproth, Mitchell, Ochoa, Sanchez, Semenza, Stevenson, and Yanovsky individually and on behalf of the Hourly Employee Class against all Defendants)

75. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth herein.

76. California Labor Code § 226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable IWC Order. IWC Order No. 4-2001 and California Labor Code § 512(a) prohibit employers from employing a worker for

1 more than five (5) hours without a meal period of at least thirty (30) minutes, or for more than
2 ten hours without a second meal period of at least 30 minutes. Under California Labor Code
3 § 226.7(b) and IWC Order No. 4-2001, if an employer fails to provide an employee a meal
4 period as required, the employer must pay the employee one hour of pay at the employee's
5 regular rate of compensation for each workday that a meal period is not provided as required.

6 77. California Labor Code § 1198 makes unlawful the employment of an employee
7 under conditions prohibited by the IWC.

8 78. Under California Labor Code § 558, Defendants are also liable for civil penalties
9 for failure to provide adequate meal periods as follows: (1) for any initial violation, fifty dollars
10 (\$50) for each Plaintiff or Hourly Employee Class Member for each pay period in which a meal
11 period was not provided, and (2) for each subsequent violation, one hundred dollars (\$100) for
12 each Plaintiff or Hourly Employee Class Member for each pay period in which a meal period
13 was not provided. Defendants have a policy and/or practice of failing to relieve Plaintiffs and
14 Hourly Employee Class Members of all duties so that they may take the meal periods to which
15 they are entitled by law.

16 79. Defendants also have a policy and/or practice of failing to pay meal break
17 penalties to Plaintiffs and Hourly Employee Class Members when they did not receive a meal
18 period within the first five hours of working as required by law.

19 80. As a direct and proximate result of Defendants' unlawful conduct as alleged
20 herein, Plaintiffs and Hourly Employee Class Members have sustained economic damages,
21 including but not limited to unpaid wages and lost interest, in an amount to be established at
22 trial, and they are entitled to recover economic and statutory damages, as well as interest, costs
23 and reasonable attorneys' fees pursuant to statute and other appropriate relief.

24 **THIRD CAUSE OF ACTION**

Failure to Provide Rest Periods

25 California Labor Code §§ 218.5, 226.7, 512, and 1198 and IWC Order No. 4-2001
26 (On behalf of Plaintiffs Amirian, Whiting, Castro, Klaproth, Mitchell, Ochoa, Sanchez,
27 Semenza, Stevenson, and Yanovsky individually and on behalf of the Hourly Employee Class
28 against all Defendants)

81. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth

1 herein.

2 82. The applicable IWC Wage Order imposes an affirmative obligation on employers
3 to permit and authorize employees to take required rest periods at a rate of no less than ten
4 minutes of net rest time for each four-hour work period, or major portion thereof, that must be in
5 the middle of each applicable work period insofar as is practicable.

6 83. California Labor Code § 226.7 requires employers to pay non-exempt employees
7 an additional hour of premium wages at the employee's regular rate of compensation on each
8 workday that the employee is not provided with a rest period.

9 84. California Labor Code § 1198 makes unlawful the employment of an employee
10 under conditions prohibited by the IWC.

11 85. Under California Labor Code § 558, Defendants are also liable for civil penalties
12 for failure to provide rest periods as follows: (1) for any initial violation, fifty dollars (\$50) for
13 each Plaintiff or Hourly Employee Class Member for each pay period in which a rest period was
14 not provided, and (2) for each subsequent violation, one hundred dollars (\$100) for each Plaintiff
15 or Hourly Employee Class Member for each pay period in which a rest period was not provided.

16 86. Defendants have a policy and/or practice of failing to provide Plaintiffs and
17 Hourly Employee Class Members with proper rest breaks.

18 87. Defendants also have a policy and/or practice of failing to pay rest break penalties
19 to Plaintiffs and Hourly Employee Class Members when they did not receive proper rest breaks
20 as required by law.

21 88. As a direct and proximate result of Defendants' unlawful conduct as alleged
22 herein, Plaintiffs and Hourly Employee Class Members have sustained economic damages,
23 including but not limited to unpaid wages and lost interest, in an amount to be established at
24 trial, and are entitled to recover economic and statutory damages, as well as interest, costs and
25 reasonable attorneys' fees pursuant to statute and other appropriate relief.

1 **FOURTH CAUSE OF ACTION**

2 *Failure to Provide Minimum Wages*

3 California Labor Code §§ 1194, 1197, 1197.1

4 (On behalf of Plaintiffs Amirian, Whiting, Castro, Klaproth, Mitchell, Ochoa, Sanchez,
5 Semenza, Stevenson, and Yanovsky individually and on behalf of the Hourly Employee Class
6 against all Defendants)

7 89. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth
8 herein.

9 90. At all relevant times, California Labor Code §§ 1194, 1197, 1197.1 provide that
10 any employee receiving less than the legal minimum wage applicable to the employee is entitle to
11 recover in a civil action the unpaid balance of the full amount of the applicable minimum wage,
12 including interest thereon, reasonable attorney's fees, and the cost of suit.

13 91. During the relevant time period, Defendants failed to pay minimum wages to
14 Plaintiffs and Hourly Employee Class Members in violation of California Labor Code §§ 1194,
15 1197, 1197.1.

16 92. Pursuant to California Labor Code § 1197.1, Plaintiffs and Hourly Employee Class
17 Members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
18 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
19 minimum wages.

20 93. Pursuant to California Labor Code § 1194.2, Plaintiffs and Hourly Employee Class
21 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

23 **FIFTH CAUSE OF ACTION**

24 *Failure to Pay Earned Wages Upon Discharge*

25 California Labor Code §§ 201-203

26 (On behalf of Plaintiffs Amirian, Whiting, Castro, Klaproth, Mitchell, Ochoa, Sanchez,
27 Semenza, Stevenson, and Yanovsky individually and on behalf of the Hourly Employee Class
28 against all Defendants)

29 94. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth
30 herein.

31 95. California Labor Code §§ 201 and 202 require employers to pay all compensation
32 due and owing to their employees immediately upon discharge or within seventy-two hours of

1 their termination of employment. California Labor Code § 203 provides that if an employer
2 willfully fails to pay compensation promptly upon discharge or resignation, as required by §§
3 201 and 202, then the employer is liable for “waiting time” penalties of up to thirty (30) days’
4 wages.

5 96. Defendants willfully failed to pay Plaintiffs and Hourly Employee Class Members
6 who are no longer employed by Defendants compensation due upon termination as required by
7 California Labor Code §§ 201 and 202. As a result, Defendants are liable to Plaintiffs and
8 former Hourly Employee Class Members for waiting time penalties as provided under California
9 Labor Code § 203, as well as reasonable attorneys’ fees and costs.

10 **SIXTH CAUSE OF ACTION**

11 *Failure to Timely Pay Wages*

12 California Labor Code §§ 204, 210

13 (On behalf of Plaintiffs Amirian, Whiting, Castro, Klaproth, Mitchell, Ochoa, Sanchez,
14 Semenza, Stevenson, and Yanovsky individually and on behalf of the Hourly Employee Class
15 against all Defendants)

16 97. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth
17 herein.

18 98. California Labor Code § 204 requires biweekly payment of wages for all
19 employees except salaried executive, administrative and professional employees covered by the
20 Fair Labor Standards Act, whom it requires employers to pay at least once per month.

21 99. California Labor Code § 210 makes any person subject to civil penalties by failing
22 to pay employees as required by California Labor Code § 204.

23 100. Defendants failed to pay Plaintiffs and Hourly Employee Class Members an
24 additional hour of pay at their regular rate of compensation for each date on which it failed to
25 provide legally compliant rest periods and/or meal periods.

26 101. Plaintiffs and Hourly Employee Class Members are entitled to recover \$100 for
27 Defendants’ initial violation, and \$200 for each subsequent violation, plus twenty percent of the
28 amount of wages unlawfully withheld.

1 rights.

2 108. Specifically, Plaintiffs Amirian, Whiting, Castro, Klaproth, Mitchell, Ochoa,
3 Sanchez, Semenza, Stevenson, and Yanovsky and the Hourly Employee class members have
4 been injured by Defendants' intentional and willful violation of California Labor Code § 1174(d)
5 because they were denied both their legal right and protected interest, in having available,
6 accurate and complete payroll record as required by California Labor Code § 1174(d).

7 **NINTH CAUSE OF ACTION**

8 *Failure to Reimburse Employees for Business Expenses*

9 California Labor Code § 2802

(On behalf of all Plaintiffs individually and on behalf of the Hourly Employee Class and the
MLO Class against all Defendants)

10 109. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth
11 herein.

12 110. California Labor Code § 2802 provides that employers shall reimburse employees
13 for all necessary expenses incurred in the performance of their job duties.

14 111. Defendants required Plaintiffs, Hourly Employee Class Members, and MLO Class
15 Members to use their personal cellphones for work purposes, including for communicating with
16 bank management and other branch employees. Defendants also required Plaintiffs and MLO
17 Class Members to use their personal automobiles for business-related travel. However,
18 Defendants did not reimburse Plaintiffs, Hourly Employee Class Members, or MLO Class
19 Members for these business expenses.

20 112. Defendants intentionally and consistently failed to reimburse Plaintiffs and
21 members of the Classes for the above-described expenses incurred in the performance of their
22 job duties, in violation of California Labor Code § 2802.

23 113. As a direct and proximate result of Defendants' unlawful conduct as alleged
24 herein, Plaintiffs and members of the Classes have sustained economic damages in an amount to
25 be established at trial, and are entitled to recover economic and statutory damages, as well as
26 interest, costs and reasonable attorneys' fees pursuant to statute and other appropriate relief.

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(On behalf of all Plaintiffs individually and on behalf of the Hourly Employee Class and MLO Class against all Defendants)

114. Plaintiffs reallege each paragraph of this Complaint as though fully set forth herein.

115. Defendants' failure to provide overtime, failure to provide meal and rest periods, failure to reimburse business expenses, and failure to pay earned wages upon discharge are unlawful under California law as described herein. Therefore, these business practices are also unlawful and prohibited by California Business and Professions Code §§ 17200, *et seq.*

116. California Labor Code § 90.5 provides that it is the public policy of California to protect employees from working under unlawful conditions—and to protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers. The actions of Defendants in committing the wage and hour violations described herein therefore constitute unfair, fraudulent, and/or deceptive business practices, within the meaning of California Business and Professions Code §§ 17200, *et seq.*

117. Plaintiffs, individually and on behalf of all others similarly situated, are entitled to an injunction and/or other equitable relief against such unlawful practices in order to prevent future loss, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiffs, and all others similarly situated, are entitled to full restitution and/or disgorgement of all profits earned as a result of Defendants' business acts and practices.

118. The illegal conduct alleged is continuing, and there is no indication that Defendants will discontinue such activity. Plaintiffs allege that if Defendants are not enjoined from the conduct set forth in this Complaint, they will continue to engage in the wage and hour violations described herein.

119. Plaintiffs further request that the Court issue a preliminary and permanent injunction prohibiting Defendants from failing to provide overtime, failure to provide meal and rest periods, failing to reimburse business expenses, and failing to pay earned wages upon discharge.

120. Defendants committed the unlawful actions herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiffs and members of the Classes, from an improper and evil motive amounting to oppression, fraud, and/or malice, and in conscious disregard of the rights of Plaintiffs and members of the Classes. Plaintiffs and members of the Classes are therefore entitled to recover punitive damages from Defendants pursuant to California Civil Code § 3294, in an amount to be proven at trial.

ELEVENTH CAUSE OF ACTION

Violation of the Private Attorneys General Act ("PAGA")

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

(On behalf of all Plaintiffs individually and on behalf of the Hourly Employee Class and MLO Class against all Defendants)

121. Plaintiffs reallege each paragraph of this Complaint as though fully set forth herein.

122. The Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698, *et seq.*, authorizes Plaintiffs to recover civil penalties that otherwise would have been "assessed and collected by the Labor and Workforce Development Agency" for violations of the Labor Code through a "civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Cal. Lab. Code § 2699(a).

123. Plaintiffs Amirian and Whiting are "aggrieved employee[s]" under PAGA, as they were employed by Defendants during the applicable statutory period and suffered each of the wage and hour violations alleged herein. As such, Plaintiffs Amirian and Whiting seek to recover, on behalf of themselves and all other current and former aggrieved Hourly Employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

124. Plaintiff Hall is an "aggrieved employee" under PAGA, as she was employed by Defendants during the applicable statutory period and suffered from Defendants' failure to provide reimbursement of business expenses in violation of California Labor Code § 2802. As such, Plaintiff Hall seeks to recover, on behalf of herself and all other current and former aggrieved MLOs of Defendants, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

125. Plaintiffs seek to recover the PAGA civil penalties through a representative action

1 as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
2 Cal. 4th 969. Therefore, class certification of the PAGA claims is not required, but Plaintiffs
3 may choose to seek certification of the PAGA claims.

4 126. Plaintiffs have satisfied the requirements for bringing a civil action under PAGA,
5 as set forth in California Labor Code § 2699.3.

6 a. Plaintiff Amirian sent a notice to the California Labor and Workforce
7 Development Agency indicating her intent to seek penalties under PAGA for all California-
8 based Hourly Employees due to Defendants' failure to provide overtime and minimum wages,
9 failure to provide meal and rest breaks, failure to pay all earned wages upon discharge, failure to
10 provide timely wages, failure to reimburse all necessary business expenses, and failure to
11 provide accurate wage statements and maintain requisite payroll records on August 10, 2017. To
12 date, Plaintiff Amirian has not received any response from the LWDA.

13 b. Plaintiff Whiting sent a notice to the LWDA indicating his intent to seek
14 penalties under PAGA for all California-based Hourly Employees based on Defendants' failure
15 to provide meal and rest breaks, failure to pay all earned wages upon discharge, and failure to
16 provide accurate wage statements on September 26, 2018. Plaintiff Whiting filed an amended
17 notice on February 28, 2019, to clarify that he also intended to seek PAGA penalties for
18 Umpqua's failure to reimburse all California-based Hourly Employees for necessary business
19 expenses. To date, Plaintiff Whiting has not received any response from the LWDA.

20 c. Plaintiff Hall sent a notice to the LWDA indicating her intent to seek
21 penalties under PAGA for all California-based MLOs based on Defendants' failure to reimburse
22 business expenses on May 21, 2020. To date, Plaintiff Hall has not received any response from
23 the LWDA.

24 127. Under PAGA, Plaintiffs and the State of California are entitled to recover the
25 maximum civil penalties permitted by law for the violations of the California Labor Code and
26 IWC Order No. 4-2001 alleged herein.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiffs, on behalf of themselves and the proposed Classes, pray for

1 relief as follows:

2 1. Certification of the case as a class action on behalf of the proposed Classes,
3 designation of Plaintiffs Amirian and Whiting as representatives of the Hourly Employee Class,
4 designation of Plaintiff Hall as representative of the MLO Class, and designation of their counsel
5 of record as Class Counsel;

6 2. Damages and equitable relief for all harm Plaintiffs and the Classes have sustained
7 as a result of Defendants' conduct, according to proof;

8 3. Restitution and disgorgement of unjust enrichment to Plaintiffs and members of
9 the Classes;

10 4. An award of civil penalties pursuant to California Labor Code §§ 2698, *et seq.*,
11 with twenty-five (25) percent accruing to aggrieved employees, California Labor Code § 2699(i);

12 5. A preliminary and permanent injunction against Defendants and their directors,
13 officers, owners, agents, successors, employees, and representatives—and any and all persons
14 acting in concert with them—from engaging in the unlawful practices, policies, customs, and
15 usages set forth herein;

16 6. A declaratory judgment that the practices complained of in this Complaint are
17 unlawful and violate applicable law;

18 7. Fees and costs incurred in the investigation, filing, and prosecution of this action,
19 including reasonable attorneys' fees, pursuant to California Civil Procedure Code § 1021.5,
20 California Business & Professions Code §§ 17200, *et seq.*, California Labor Code § 2802(c),
21 California Labor Code § 2699(g), and any other applicable provision of law;

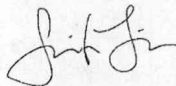
22 8. Pre-judgment and post-judgment interest, as provided by law; and

23 9. Such other and further legal and equitable relief as this Court deems necessary,
24 just, and proper.

1 Dated: July 31, 2020

Respectfully submitted,

2 THE LIU LAW FIRM, P.C.

3 
4 By: _____

Jennifer Liu

5 Michael H. Boyamian, SBN 256107
6 Armand R. Kizirian, SBN 293992
7 BOYAMIAN LAW, INC.
8 550 North Brand Boulevard, Suite 1500
9 Glendale, California 91203
10 Telephone: 818.547.5300
11 Facsimile: 818.547.5678
12 Email: michael@boyamianlaw.com
13 Email: armand@boyamianlaw.com

14 Haig B. Kazandjian (State Bar No. 278622)
15 Cathy Gonzalez (State Bar No. 310625)
16 HAIG B. KAZANDJIAN LAWYERS, APC
17 801 North Brand Boulevard, Suite 970
18 Glendale, CA 91203
19 Telephone: 818.696.2306
20 Facsimile: 818.696.2307
21 Email: haig@hbklawyers.com
22 Email: cathy@hbklawyers.com

23 Jennifer Liu (State Bar No. 279370)
24 Logan Talbot (State Bar No. 300591)
25 THE LIU LAW FIRM, P.C.
26 800 Menlo Avenue, Suite 102
27 Menlo Park, CA 94025
28 Telephone: 650.461.9000
Facsimile: 650.460.6967
Email: jliu@liulawpc.com
Email: ltalbot@liulawpc.com

Robert Ottinger (State Bar No. 156825)
THE OTTINGER FIRM, P.C.
535 Mission Street, 14th Floor
San Francisco, CA 94105
Telephone: 415.325.2088
Facsimile: 212.571.0505
Email: robert@ottingerlaw.com

Attorneys for Plaintiffs and the Proposed Class

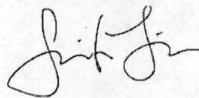
1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand a jury trial.

3 Dated: July 31, 2020

Respectfully submitted,

4 THE LIU LAW FIRM, P.C.

5 

6 By: _____

7 Jennifer Liu

8 Michael H. Boyamian, SBN 256107
9 Armand R. Kizirian, SBN 293992
10 BOYAMIAN LAW, INC.
11 550 North Brand Boulevard, Suite 1500
12 Glendale, California 91203
13 Telephone: 818.547.5300
14 Facsimile: 818.547.5678
15 Email: michael@boyamianlaw.com
16 Email: armand@boyamianlaw.com

17 Haig B. Kazandjian (State Bar No. 278622)
18 Cathy Gonzalez (State Bar No. 310625)
19 HAIG B. KAZANDJIAN LAWYERS, APC
20 801 North Brand Boulevard, Suite 970
21 Glendale, CA 91203
22 Telephone: 818.696.2306
23 Facsimile: 818.696.2307
24 Email: haig@hbklawyers.com
25 Email: cathy@hbklawyers.com

26 Jennifer Liu (State Bar No. 279370)
27 Logan Talbot (State Bar No. 300591)
28 THE LIU LAW FIRM, P.C.
800 Menlo Avenue, Suite 102
Menlo Park, CA 94025
Telephone: 650.461.9000
Facsimile: 650.460.6967
Email: jliu@liulawpc.com
Email: ltalbot@liulawpc.com

Robert Ottinger (State Bar No. 156825)
THE OTTINGER FIRM, P.C.
535 Mission Street, 14th Floor
San Francisco, CA 94105
Telephone: 415.325.2088
Facsimile: 212.571.0505
Email: robert@ottingerlaw.com

Attorneys for Plaintiffs and the Proposed Class