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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA**

JEANETTE OSMAN-BRAVARD, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

PLACER TITLE COMPANY, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CU21-085315

**FIRST AMENDED CLASS,
REPRESENTATIVE, AND INDIVIDUAL
COMPLAINT FOR:**

- (1) AGE DISCRIMINATION IN
VIOLATION OF THE FEHA;**
- (2) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- (3) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;**
- (4) VIOLATION OF LABOR CODE §§
510, 558, AND 1194;**
- (5) VIOLATION OF LABOR CODE §
226(a);**
- (6) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, ET
SEQ.; AND**
- (7) VIOLATION OF LABOR CODE §
2698, ET SEQ.**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF NEVADA

MAR 26 2021

JASON B. GALKIN
EXECUTIVE OFFICER & CLERK
By: B. JACOBSON, Deputy Clerk

DEMAND OVER \$25,000

Plaintiff Jeanette Osman-Bravard (“Plaintiff”) hereby submits this First Amended Class, Representative, and Individual Complaint (“Complaint”) against her former employer, Placer Title Company (“Defendant”), and DOES 1-50 (collectively, “Defendants”). Plaintiff brings individual claims for age discrimination in violation of the Fair Employment and Housing Act, as well as class and representative claims on behalf of herself and other similarly situated current and former employees of Defendants for violations of the California Labor Code, as follows:

INTRODUCTION AND VENUE

1. Plaintiff’s class and representative action is within the Court’s jurisdiction under California Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698, *et seq.*, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”), California Business & Professions Code § 17200, *et seq.* Venue is proper because Defendant operates an office location and does business in Nevada County.

2. In addition, jurisdiction and venue are proper in this Court pursuant to the California Fair Employment and Housing Act (the “FEHA”), California Government Code § 12965(b), because the unlawful employment actions occurred in this County and the relevant records are located in this County.

3. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against individuals who worked for Defendant. This Complaint also challenges Defendant’s violations of the FEHA against Plaintiff individually. On or about December 1, 2020, Plaintiff was wrongfully terminated on account of her age.

4. Plaintiff is informed and believes, and based thereon alleges, that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to pay all overtime wages owed and failing to keep accurate records as to Plaintiff and other employees.

5. Plaintiff is informed and believes, and based thereon, alleges that Defendants have

engaged in, among other things a system of willful violations of the California Labor Code, California Business & Professions Code, and applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that knowingly deny employees the above-stated rights and benefits.

6. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the California Business & Professions Code.

JURISDICTION

7. Plaintiff has met all the jurisdictional requirements for proceeding with her individual claims under the FEHA, including without limitation, California Government Code §§ 12960 and 12965, by timely filing administrative complaints against Defendant with the California Department of Fair Employment and Housing (the “DFEH”) on or about March 15, 2021. On or about March 15, 2021, Plaintiff received her right-to-sue letters from the DFEH against Defendant. Attached as **Exhibit “A”** are true and correct copies of Plaintiff’s DFEH Charge and Right to Sue Notice.

1. Plaintiff has also met all the jurisdictional requirements for proceeding with her claims under the PAGA, pursuant to California Labor Code § 2699. On or about January 21, 2021, Plaintiff provided written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s violations of California Labor Code §§ 201-203, 226(a), 510, 558, and 1194. Plaintiff also provided written notice to Defendant of said violations via certified mail. As of the date of the filing of this Complaint, the LWDA has not responded as to whether it intends to investigate Plaintiff’s allegations. Plaintiff brings a cause of action for violation of the PAGA predicated on violations of California Labor Code §§ 201-203, 226(a), 510, 558, and 1194.

PARTIES

2. Plaintiff is a 62-year-old former employee of Defendant. During her employment with Defendant, Plaintiff was employed as an escrow assistant, from on or about July 27, 2020, until her wrongful termination on or about December 1, 2020. During her employment with Defendant, Plaintiff was a non-exempt, hourly employee. Plaintiff was the victim of the policies, practices, and customs of

1 Defendant complained of in this action in ways that have deprived her of the rights guaranteed under the
2 California Labor Code, the California Government Code, the California Business & Professions Code,
3 and the applicable IWC Wage Orders.

4 3. Defendant is a California corporation that provides real estate title and escrow services in
5 the State of California. Defendant operates an office location in Grass Valley, California, located in
6 Nevada County. At all times mentioned herein, Defendant was and still is a business entity operating
7 under the laws of the State of California and doing business in Nevada County. As such, Defendant is
8 subject to California Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698, *et seq.*, the UCL, and
9 the FEHA, California Government Code § 12940, *et seq.*

10 4. Plaintiff is informed and believes, and based thereon alleges, that Defendant employs
11 more than one hundred (100) employees in the State of California. As such, Defendant is subject to the
12 FEHA pursuant to California Government Code § 12926(d).

13 **AGENCY STATUS OF EACH DEFENDANT**

14 5. Plaintiff does not know the true names or capacities, whether individual, partner or
15 corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said
16 defendants are sued under such fictitious names. If and when they are ascertained, Plaintiff prays for
17 leave to amend this Complaint. Plaintiff is informed and believes and, based thereon alleges, that each
18 of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately
19 caused Plaintiff to be subject to the illegal employment practices, wrongs and injuries complained of
20 herein.

21 6. At all times herein mentioned, each of said Defendants participated in the doing of the
22 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
23 and each of them, were the agents, servants and employees of each of the other Defendants, as well as
24 the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
25 of said agency and employment.

26 7. Plaintiff is informed and believes and, based thereon alleges, that at all times material
27 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venture of,
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1 or working in concert with each of the other co-Defendants and was acting within the course and scope
2 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
3 omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and
4 ratified said acts, conduct, and omissions of the acting Defendants.

5 8. At all times herein mentioned, Defendants, and each of them, were members of, and
6 engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope
7 of, and in pursuance of, said joint venture, partnership and common enterprise.

8 9. At all times herein mentioned, the acts and omissions of various Defendants, and each of
9 them, concurred and contributed to the various acts and omissions of each and all of the other
10 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
11 mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein.
12 At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and
13 omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

14 **PLAINTIFF'S INDIVIDUAL FACTUAL ALLEGATIONS**

15 10. Plaintiff is a 62-year-old former employee of Defendant. On or about July 27, 2020,
16 Plaintiff began her employment with Defendant. Plaintiff was specifically hired to work as an escrow
17 assistant on Keeley Hopper's ("Hopper") team. As an escrow assistant, part of Plaintiff's job duties and
18 responsibilities included opening new and handling current escrow files, communicating with sellers and
19 buyers regarding opening escrow, and obtaining and updating demands and/or requests to lenders
20 regarding loan amounts and fees. During her time on Hopper's team, Plaintiff performed her job duties
21 and responsibilities well and did not receive any counseling or reprimand.

22 11. Plaintiff alleges that Defendant discriminated against her by consistently refusing to
23 provide her with training opportunities that were otherwise provided to her counterparts younger than
24 40. While Plaintiff had worked at another title company prior to working for Defendant, Plaintiff had
25 informed Upper Management that she needed further training, including training on doing set-ups and
26 closings, using the ResWare software, on-the-job training, processing refinance escrows, and drafting
27 Substitution of Trustee and Full Reconveyance. Plaintiff requested said training from Upper
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1 Management at the time of hire, and continued to make repeated requests throughout her employment.
2 Nevertheless, the Company never provided Plaintiff with the requested training. On information and
3 belief, Plaintiff alleges that the Company has provided and provides said training to Plaintiff's
4 counterparts who are younger than the age group of 40.

5 12. Sometime in mid-October 2020, Plaintiff was transferred to work under Tracey Willis
6 ("Willis"), the Office Manager. After Plaintiff's transition to Willis' team, sometime in late October
7 2020, Plaintiff witnessed a conversation between Willis and Mary Jane Fiscus ("Fiscus"), the Regional
8 Manager, about the Company's need to seek and/or hire "younger females" to replace its older escrow
9 officers. During this conversation, Willis remarked that the escrow officers in the Company were
10 "nearing the retirement age." In response, Fiscus said that the Company was not just looking for any
11 employee, but specifically for **"young women who are looking for 20- to 30-year careers."** This
12 comment highlights the Company's disregard for its older employees and its desire to replace said
13 employees with younger counterparts, regardless of their experience and/or capabilities.

14 13. In November 2020, Plaintiff was informed that Hopper would no longer function in her
15 role as an escrow officer. To fill that role, Upper Management promoted Hopper's other escrow
16 assistant to fill Hopper's position, and thus there was an opening for an escrow assistant on said team.
17 Rather than transferring Plaintiff back to the team she was initially hired onto to perform the role she
18 was hired for, Upper Management decided to fill that position by hiring and/or transferring in a different
19 individual.

20 14. Plaintiff was informed at the time of hire that she would receive training on how to cut
21 checks after 90 days of employment. However, after Plaintiff had completed her 90 days, Plaintiff was
22 not given said training as promised. When Plaintiff later inquired about the training with Willis, Willis
23 acknowledged to Plaintiff that the training should have been provided to her. Notwithstanding that, no
24 one in the Company reached out to Plaintiff to discuss said training and/or actually provided said
25 training to Plaintiff at the end of her 90-day period.

26 15. Plaintiff continued to make repeated requests with Upper Management regarding the
27 training she had been promised. In response to Plaintiff's repeated requests, Plaintiff was subjected to
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1 off-the-cuff remarks about how her younger counterparts are capable of learning new job skills without
2 training. Specifically, Willis remarked to another coworker that her daughter, another escrow assistant
3 at the Company, was able to “pick herself up by her own bootstraps” and figure out new processes on
4 her own without any training. Said remark was intentionally made in front of Plaintiff, implying and
5 underscoring the stereotype that older employees are not capable of learning new processes and/or use
6 new programs on their own. Plaintiff is informed and believes, and based thereon alleges that Willis’
7 daughter is younger than the age group of 40.

8 16. The Company hired Plaintiff’s replacement on or about November 30, 2020, one day
9 before Plaintiff’s termination. Plaintiff is informed and believes, and based thereon alleges that Plaintiff
10 was replaced by Kayla [last name unknown], Plaintiff’s younger counterpart in her late 20s. The
11 Company immediately provided Kayla with two-weeks of training commencing at the time of her hire.
12 Despite the fact that the Company continuously denied training to Plaintiff on the grounds that there
13 were “no escrow officers available to train her,” the Company immediately provided an escrow officer
14 to help train and onboard Kayla. The Company’s persistent refusal to provide training to Plaintiff, in
15 contrast with the Company’s eagerness to provide training to her younger counterpart without hesitation,
16 underscores the Company’s animus towards older employees and preferential treatment towards
17 younger employees. To further underscore the Company’s intent to push Plaintiff out, the Company
18 took away Plaintiff’s job duties and responsibilities around the time of Kayla’s hire.

19 17. As a final act of discrimination, the Company wrongfully terminated Plaintiff’s
20 employment on or about December 1, 2020. When Plaintiff further inquired about the reasons for her
21 termination, Upper Management informed Plaintiff that she was being terminated for (1) making errors
22 on a Substitution of Trustee and Full Reconveyance, and (2) making errors on a file Plaintiff had worked
23 on in ResWare. Plaintiff can prove that those reasons are illegitimate and pre-textual, as Plaintiff never
24 received training by the Company on drafting Substitution of Trustee and Full Reconveyance and/or
25 formal training on the ResWare software, which Plaintiff had consistently requested for since the time of
26 her hire. When Plaintiff responded to Upper Management that she was not given enough training on
27 those subjects, Upper Management simply told Plaintiff that the Company simply “**did not have time to**
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1 **train her.”** Upper Management’s response underscoring the Company’s disregard to provide the
2 requisite training to Plaintiff is further proof that the reason motivating Plaintiff’s termination was her
3 age.

4 18. Defendant’s afore-referenced conduct and act of wrongfully terminating Plaintiff’s
5 employment on December 1, 2020 amounted to illegal discrimination in violation of California’s Fair
6 Employment and Housing Act, Cal. Gov’t Code § 12940, *et seq.*

7 19. As an actual and proximate result of the illegal employment actions of Defendant,
8 Plaintiff has suffered and continues to suffer pain, humiliation, severe emotional distress, trauma, and
9 sleeplessness. Plaintiff has also suffered lost wages, including without limitation, loss of salary and
10 benefits. Plaintiff also has suffered a loss in earning capacity. Thus, Plaintiff has suffered economic and
11 non-economic losses in an amount greater than this Court’s jurisdictional minimum of \$25,000.
12 Plaintiff seeks lost wages and loss in earning capacity, as well as compensatory damages for pain and
13 suffering, inconvenience, and mental anguish. Plaintiff also seeks punitive damages, interest, attorneys’
14 fees, and costs, as permitted by law.

15 **CLASS ACTION ALLEGATIONS**

16 20. **Definition:** The named individual Plaintiff also seeks class certification with respect to
17 her Fourth, Fifth, and Sixth Causes of Action, pursuant to California Code of Civil Procedure § 382, of a
18 Class of all current and former non-exempt employees of Defendants in the State of California who were
19 paid overtime and non-discretionary remuneration, including without limitation, commission wages
20 and/or “Notary Comm” wages, during the same workweek, at any time during September 22, 2016, to
21 the present (the “Class”);

22 21. Plaintiff reserves the right to propose additional classes and/or subclasses, and/or amend
23 the above class definition upon further discovery and investigation.

24 22. **Numerosity and Ascertainability:** The members of the Class are so numerous that
25 joinder of all members would be impractical, if not impossible. The identity of the members of the
26 Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff
27 alleges that Defendants: (a) failed to pay employees overtime wages at the correct regular rate of pay
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1 that included all non-discretionary remuneration, in violation of Labor Code §§ 201-203, 510, 558, and
2 1194; (b) failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and
3 (c) engaged in unfair business practices in violation of the California Labor Code, the UCL, and the
4 applicable IWC Wage Orders.

5 **23. Adequacy of Representation:** The named Plaintiff is fully prepared to take all
6 necessary steps to represent fairly and adequately the interests of the Class. Plaintiff's attorneys are
7 ready, willing and able to fully and adequately represent the Class and named Plaintiff. Plaintiff's
8 attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a
9 number of wage-and-hour class actions pending in California state and federal courts.

10 **24.** Defendants uniformly administered a corporate policy and practice of: (a) failing to pay
11 employees overtime wages at the correct regular rate of pay that included all non-discretionary
12 remuneration, in violation of Labor Code §§ 201-203, 510, 558 and 1194; (b) failing to provide accurate
13 itemized wage statements, in violation of Labor Code § 226(a); and (c) engaging in unfair business
14 practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders.

15 **25.** Plaintiff is informed and believes, and based thereon alleges, that this corporate conduct
16 is accomplished with the advance knowledge and designed intent to willfully and intentionally fail to
17 accurately record proper hourly rates of pay, hours worked, gross wages earned, and net wages earned.

18 **26. Common Question of Law and Fact:** There are predominant common questions of law
19 and fact and a community of interest amongst Plaintiff and the claims of the Class concerning
20 Defendants' policy and practice of: (a) failing to pay employees overtime wages at the correct regular
21 rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201-203,
22 510, 558 and 1194; (b) failing to provide accurate itemized wage statements, in violation of Labor Code
23 § 226(a); and (c) engaging in unfair business practices in violation of the California Labor Code, the
24 UCL, and the applicable IWC Wage Orders.

25 **27. Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
26 in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the
27 Class Members. As with all other Class Members, Plaintiff earned non-discretionary remuneration,
28 including without limitation, commission wages such as "Notary Comm" wages. During workweeks

1 when Plaintiff worked in excess of eight hours in a workday and/or forty hours in a workweek and
2 received said non-discretionary compensation in that same workweek, Defendants failed to correctly
3 calculate Plaintiff's regular rate of pay for the purposes of paying overtime. In this regard, Defendants
4 failed to include any non-discretionary remuneration earned into the calculation of the regular rate.
5 Thus, Plaintiff is owed additional overtime pay based on the correct, higher regular rate of pay. To date,
6 Plaintiff has yet to receive the underpaid overtime wages owed to her. Thus, Defendant is liable for
7 waiting time penalties under Labor Code § 203. Moreover, due to Defendants' miscalculation of the
8 regular rate of pay for purposes of paying overtime pay, the wage statements provided to Plaintiff did
9 not reflect the accurate overtime rates of pay, gross wages earned, and net wages earned, in violation of
10 Labor Code § 226(a)(1), (a)(5), and (a)(9). As such, Plaintiff is a member of the Class and has suffered
11 the alleged violations of California Labor Code §§ 201-203, 226(a), 510, 558, and 1194, and the UCL.

12 28. The California Labor Code and upon which Plaintiff bases these claims is broadly
13 remedial in nature. These laws and labor standards serve an important public interest in establishing
14 minimum working conditions and standards in California. These laws and labor standards protect the
15 average working employee from exploitation by employers who may seek to take advantage of superior
16 economic and bargaining power in setting onerous terms and conditions of employment.

17 29. The nature of this action and the format of laws available to Plaintiff and members of the
18 Classes identified herein make the class action format a particularly efficient and appropriate procedure
19 to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the
20 corporate Defendants would necessarily gain an unconscionable advantage since it would be able to
21 exploit and overwhelm the limited resources of each individual Plaintiff with Defendants' vastly
22 superior financial and legal resources. Requiring each individual class member to pursue an individual
23 remedy would also discourage the assertion of lawful claims by employees who would be disinclined to
24 file an action against their former and/or current employer for real and justifiable fear of retaliation and
25 permanent damage to their careers at subsequent employment.

26 30. The prosecution of separate actions by the individual class members, even if possible,
27 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
28 class members against Defendants and which would establish potentially incompatible standards of

1 conduct for the Defendants, and/or (b) adjudications with respect to individual class members which
2 would, as a practical matter, be dispositive of the interest of the other class members not parties to the
3 adjudications or which would substantially impair or impede the ability of the class members to protect
4 their interests. Further, the claims of the individual class members are not sufficiently large to warrant
5 vigorous individual prosecution considering all of the concomitant costs and expenses.

6 31. Such a pattern, practice and uniform administration of corporate policy regarding illegal
7 employee compensation described herein is unlawful and creates an entitlement to recovery by the
8 Plaintiff and the Classes identified herein, in a civil action, for all applicable penalties and/or damages,
9 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-
10 203, 218.5, 226(a), 510, 558, and 1194, and Code of Civil Procedure § 1021.5.

11 32. Proof of a common business practice or factual pattern, which the named Plaintiff
12 experienced and is representative of, will establish the right of each of the class members to recovery on
13 the causes of action alleged herein.

14 33. The Class is commonly entitled to a specific fund with respect to the compensation
15 illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those
16 funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class
17 and will result in the creation of a common fund.

18 **FIRST CAUSE OF ACTION**

19 **AGE DISCRIMINATION IN VIOLATION OF THE FEHA** 20 **(BY PLAINTIFF INDIVIDUALLY AGAINST DEFENDANTS)**

21 34. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 33 as though fully
22 set forth herein.

23 35. At all times mentioned herein, the FEHA, California Government Code § 12900, *et seq.*,
24 was in full force and effect and was binding on Defendant, as Defendants regularly employed five or
25 more persons.

26 36. California Government Code § 12940(a) prohibits Defendants from discriminating
27 against any employee on the basis of age. Pursuant to California Government Code § 12926(b), "age" is
28 defined as the "chronological age of any individual who has reached a 40th birthday."

1 37. As alleged above, Plaintiff is 62 years old. Plaintiff is informed and believes, and based
2 thereon alleges, that she was discriminated on the basis of her age. Said discriminatory acts included,
3 without limitation, directing discriminatory remarks to Plaintiff; refusing to provide job opportunities
4 and training to Plaintiff because of her age; giving preferential treatment to Plaintiff's younger
5 counterparts who are under the age of 40; taking away Plaintiff's job duties and responsibilities, and
6 replacing Plaintiff with a younger employee under the age of 40; and ultimately wrongfully terminating
7 Plaintiff based on pretextual reasons.

8 38. As a proximate result of Defendant's discrimination against Plaintiff, she has suffered
9 and continues to suffer compensatory damages, including without limitation, lost wages, loss of future
10 earnings and earning capacity, loss of bonuses and deferred compensation, emotional distress, mental
11 anguish, embarrassment, humiliation, loss of future advancement, and damage to her reputation in the
12 business community, in the amount of at least \$25,000.00, according to proof at the time of trial, which
13 is in excess of the jurisdictional minimum for this lawsuit to qualify as an unlimited civil action.
14 Plaintiff claims such amounts as damages, together with prejudgment interest accruing from the date of
15 the filing of this action pursuant to California Civil Code §§ 3281 and/or 3288, and/or any other
16 provision of law providing for prejudgment interest.

17 39. As a proximate result of Defendant's discrimination against Plaintiff, she has been forced
18 to hire attorneys to prosecute the claims alleged herein, and has incurred and is expected to continue to
19 incur attorneys' fees. Pursuant to California Government Code § 12965(b), Plaintiff requests the award
20 of attorneys' fees against Defendant.

21 40. Defendant committed the acts alleged herein maliciously, fraudulently, and oppressively,
22 callously, in bad faith, with the wrongful intent of injuring Plaintiff, and in conscious disregard of
23 Plaintiff's rights and safety. As such, Plaintiff is entitled to an award of punitive damages in an amount
24 according to proof.

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1 **SECOND CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(BY PLAINTIFF INDIVIDUALLY AGAINST DEFENDANTS)**

4 41. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 40 as though fully
5 set forth herein.

6 42. At all times mentioned herein, the public policy of the State of California, as codified,
7 expressed and mandated in the FEHA, Cal. Gov't Code § 12940, prohibits employers from
8 discriminating and retaliating against employees because of their protected characteristics, including
9 their age. Nevertheless, Defendant violated this public policy by terminating Plaintiff from her
10 employment on or about December 1, 2020, because of her age.

11 43. As a proximate result of Defendant's wrongful termination of Plaintiff, she has suffered
12 and continues to suffer compensatory damages, including without limitation, severe emotional distress,
13 lost wages, benefits, and compensation, and loss of future earnings and earning capacity in the amount
14 of at least \$25,000.00, according to proof at the time of trial, which is in excess of the jurisdictional
15 minimum for this lawsuit to qualify as an unlimited civil action. Plaintiff claims such amounts as
16 damages, together with prejudgment interest accruing from the date of the filing of this action pursuant
17 to California Civil Code §§ 3281 and/or 3288, and/or any other provision of law providing for
18 prejudgment interest.

19 44. Further, because the wrongful acts against Plaintiff were carried out, authorized, or
20 ratified by Defendant's directors, officers, and/or managing agents, acting with malice, oppression, or
21 fraud, or were deliberate, willful, and in conscious disregard of the probability of causing injury to
22 Plaintiff, she seeks punitive damages to deter Defendant from committing said illegal acts in the future.

23 **THIRD CAUSE OF ACTION**

24 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

25 **(BY PLAINTIFF INDIVIDUALLY AGAINST DEFENDANTS)**

26 45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as though fully
27 set forth herein.

1 excess of eight hours in a workday and/or over 40 hours in a workweek without proper overtime pay.
2 During workweeks where Plaintiff and Class Members worked overtime and earned non-discretionary
3 remuneration, including without limitation, commission wages such as “Notary Comm,” in the same
4 workweek, Defendants failed to properly calculate the regular rate of pay for purposes of paying
5 overtime. In particular, Defendants failed to factor any non-discretionary remuneration earned into the
6 calculation of the regular rate of pay for purposes of paying overtime wages. As a result of such policy
7 and practice, Defendants underpaid overtime wages to Plaintiff and the Class and thus owe additional
8 overtime wages.

9 53. Such a pattern, practice, and uniform administration of corporate policy regarding illegal
10 employee compensation as described herein is unlawful and creates an entitlement to recovery by
11 Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed,
12 including interest thereon, penalties, attorneys’ fees, and costs of suit according to the mandate of
13 California Labor Code §§ 218.5, 510, 558, and 1194.

14 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants’ willful
15 failure to provide all overtime wages due and owing to Plaintiff and Class Members upon separation
16 from employment results in a continued payment of wages up to thirty (30) days from the time the
17 wages were due. Therefore, Plaintiff and other members of the Class who have separated from
18 employment from Defendants are entitled to compensation pursuant to Labor Code § 203.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226(a)**

21 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

22 55. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 54 as though fully
23 set forth herein.

24 56. Labor Code § 226(a) requires employers to provide itemized wage statements to its
25 employees that identify accurate information, including without limitation, all applicable hourly rates in
26 effect during the pay period and the corresponding number of hours worked at each hourly rate, gross
27 wages earned, and net wages earned. Defendants, as a matter of policy and practice, failed in its
28 affirmative obligation to provide accurate itemized wage statements to Plaintiff and Class Members, in

violation of Labor Code § 226(a).

57. As a result of Defendants' violations of Labor Code §§ 510, 558, and 1194 as identified above, the wage statements issued to Plaintiff and Class Members intentionally did not accurately identify the correct applicable hourly rates for overtime wages, gross wages earned, and net wages earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9).

58. The issuance of inaccurate wage statements caused injury to Plaintiff and Class Members as they cannot accurately verify and/or calculate their wages.

59. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

SIXTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

60. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 59 as though fully set forth herein.

61. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, including by failing to pay employees overtime wages at the correct regular rate of pay in violation of Labor Code §§ 510, 558, and 1194.

62. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

63. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

64. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed

1 by California Business & Professions Code § 17200, *et seq.*, including those set forth herein above
2 thereby depriving Plaintiff and other members of the Class the minimum working condition standards
3 and conditions due to them under the California laws as specifically described therein.

4 **SEVENTH CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

6 **LABOR CODE § 2698, *ET SEQ.***

7 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

8 65. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 64 as though fully
9 set forth herein.

10 66. Plaintiff brings this cause of action as a proxy for the State of California and in this
11 capacity, seeks penalties on behalf of all Aggrieved Employees from July 27, 2019, through the present,
12 for Defendants' violations of Labor Code §§ 201-203, 226(a), 510, 558, and 1194, arising from
13 Defendants' following misconduct as alleged above: (a) failure to pay Plaintiff and Aggrieved
14 Employees overtime wages at the correct regular rate of pay that included non-discretionary
15 remuneration, in violation of Labor Code §§ 201-203, 510, 558, and 1194; and (b) failure to provide
16 accurate itemized wage statements to Plaintiff and Aggrieved Employees, in violation of Labor Code §
17 226(a).

18 67. Because of Defendants' above-stated Labor Code violations, Plaintiff is an "aggrieved
19 employee" as defined in Labor Code § 2699(a). As such, Plaintiff brings this cause of action on behalf
20 of the State of California for violations committed against all similarly situated Aggrieved Employees of
21 Defendant.

22 68. On or about January 21, 2021, Plaintiff sent written notice to the California Labor &
23 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-203,
24 226(a), 510, 558, and 1194, pursuant to Labor Code § 2698, *et seq.*, the Private Attorney General Act
25 ("PAGA"). As of the date of the filing of this Complaint, the LWDA has yet to provide notice to
26 Plaintiff as to whether it intends to investigate the Labor Code violations provided for in Plaintiff's
27 written notice.

28 69. In addition to the LWDA, Plaintiff also sent her written notice to Defendant via certified

1 mail according to Labor Code § 2699.3.

2 66. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
3 applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226(a), 510, 558, and
4 1194, for the time period described above, on behalf of herself and all other Aggrieved Employees.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment to be entered in her favor and against Defendants,
7 and each of them, as follows:

- 8 1. For all special damages, according to proof;
- 9 2. For back pay, front pay, and other monetary relief according to proof;
- 10 3. For general damages for emotional distress and mental anguish in a sum according to
11 proof;
- 12 4. For exemplary and punitive damages in a sum appropriate to punish Defendants and set
13 an example for others;
- 14 5. For an order certifying the proposed Class;
- 15 6. For an order appointing Plaintiff as the representative of the Class described herein;
- 16 7. For an order appointing Counsel for Plaintiff as Class Counsel;
- 17 8. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California
18 Labor Code §§ 201-203, 218.5, 510, 558 and 1194, and for costs and attorneys' fees;
- 19 9. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to statute as set
20 forth in California Labor Code § 226, and for costs and attorneys' fees;
- 21 10. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly affected
22 members of the general public of all funds unlawfully acquired by Defendants by means of any acts or
23 practices declared by this Court to be in violation of Business & Professions Code § 17200, *et seq.*;

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1 11. Upon the Seventh Cause of Action, for civil penalties pursuant to Labor Code §§ 226.3
2 and 2698, *et seq.*, and for costs and attorneys' fees;

3 12. On all causes of action, for attorneys' fees and costs as provided by California
4 Government Code § 12965(b), California Labor Code §§ 218.5, 226, 510, 558, 1194, and 2698, *et seq.*,
5 and Code of Civil Procedure § 1021.5; and

6 13. For prejudgment interest at the prevailing legal rate;

7 14. For costs of suit; and

8 15. For such other and further relief as the Court may deem proper.

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10 DATED: March 26, 2021

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