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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

A.J. NICHOLAS BOLDING, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

CARDINAL FINANCIAL COMPANY, a
Pennsylvania limited partnership; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. CIVSB2206543

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT OF
2004**

DEMAND EXCEEDS \$25,000.00

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1 Plaintiff A.J. Nickolas Bolding (“Plaintiff”) hereby submits this First Amended
2 Representative Complaint against Defendant Cardinal Financial Company, Limited Partnership
3 (“Defendant” or “Company”), and Does 1-50 (hereinafter collectively referred to as
4 “Defendants”), individually and on behalf of all aggrieved employees of Defendant for penalties
5 under the California Labor Code resulting from Defendant’s failure to pay overtime wages for all
6 hours worked, failure to provide accurate and complete wage statements, and failure to pay all
7 earned wages in a timely manner as follows:

8 **INTRODUCTION**

9 1. This representative action is within the Court’s jurisdiction under California Labor
10 Code sections 201, 202, 203, 204, 226, 510, 515, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and
11 the applicable Wage Orders of the Industrial and Welfare Commission (the “IWC”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code against Defendant’s employees.

14 **JURISDICTION AND VENUE**

15 3. The Court has jurisdiction over the violation of California Labor Code sections
16 201, 202, 203, 204, 226, 510, 515, 558, 1194, 1197, 1197.1, and 2698, *et seq.*

17 4. Venue is proper in San Bernardino County because Defendant maintains
18 operations in San Bernardino, California.

19 **PARTIES**

20 5. In or around April 26, 2021, Plaintiff was hired by Defendant as a Regional
21 Account Executive. On or about February 28, 2022, Plaintiff’s employment with Defendant
22 ended. Despite his title, during his employment, Plaintiff’s duties primarily involved performing
23 non-exempt tasks such as customer service and other tasks as assigned by Defendants. Plaintiff
24 alleges that neither his salary and/or job duties met any of the legal requirements for any overtime
25 exemptions. Accordingly, Plaintiff was, at all times relevant to this action, what is commonly
26 called a non-exempt employee.

27 6. Plaintiff is informed and believes and based thereon alleges that Defendant was
28 and is a Pennsylvania limited partnership doing business in the State of California, including in

1 San Bernardino County, California. Plaintiff is informed and believes, and based thereon alleges,
2 that Defendant operates as a mortgage lender.

3 7. Plaintiff is informed and believes and based thereon alleges that at all times herein
4 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
5 partnerships, licensed to do business and actually doing business in the State of California.

6 8. As such, and based upon all the facts and circumstances incident to Defendants'
7 business in California, Defendants are subject to Labor Code sections 201, 202, 203, 204, 226,
8 510, 515, 558, 1194, 1197, 1197.1, 2698, *et seq.*, and the applicable IWC Wage Orders.

9 9. Plaintiff does not know the true names or capacities, whether individual, partner or
10 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
11 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
12 complaint when the true names and capacities are known. Plaintiff is informed and believes and
13 based thereon alleges that each of said fictitious Defendants was responsible in some way for the
14 matters alleged herein and proximately caused Plaintiff and class members to be subject to the
15 illegal employment practices, wrongs and injuries complained of herein.

16 10. At all times herein mentioned, each of said Defendants participated in the doing of
17 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each of the other
19 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
20 within the course and scope of said agency and employment.

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

28 12. At all times herein mentioned, Defendants, and each of them, were members of,

1 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
2 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

3 13. At all times herein mentioned, the acts and omissions of various Defendants, and
4 each of them, concurred and contributed to the various acts and omissions of each and all of the
5 other Defendants in proximately causing the violations as herein alleged. At all times herein
6 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
7 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the
8 acts and omissions of each and all of the other Defendants in proximately causing the violations
9 as herein alleged.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

12 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

13 14. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
14 though fully set forth herein.

15 15. Plaintiff brings this cause of action as a proxy for the State of California and in this
16 capacity, seeks penalties on behalf of all Aggrieved Employees from March 18, 2021, through the
17 present, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 510, 515,
18 558, 1194, 1197, 1197.1, and 2698, *et seq.*, for failing to pay overtime wages for all hours
19 worked, failing to provide accurate and complete wage statements, and failing to pay all earned
20 wages in a timely manner.

21 16. Specifically, Defendant misclassified Plaintiff and other Aggrieved Employees as
22 exempt employees. Although the salary and/or job duties of Plaintiff and Aggrieved Employees
23 did not meet any of the legally required overtime exemption requirements, employees were
24 required and/or permitted to work hours substantially in excess of 8 hours per day, and 40 hours
25 per work week without payment of overtime wages for all overtime hours worked. As a result of
26 the overtime wage violation alleged above, Plaintiff and Aggrieved Employees received
27 inaccurate wage statements that failed to list the accurate total hours worked, and the gross and
28 net wages earned. Lastly, Defendants routinely paid Plaintiff and Aggrieved Employees beyond

1 the ten days after the close of the pay period for which they worked. As an example, for the pay
2 period of January 16, 2022, through January 29, 2022, the wages earned during such pay period
3 were not paid until February 28, 2022, which is more than ten (10) days after the end of the pay
4 period.

5 17. On or about March 18, 2022, Plaintiff sent written notice to the California Labor
6 & Workforce Development Agency ("LWDA") of Defendants' violation of Labor Code sections
7 201, 202, 203, 204, 226, 510, 515, 558, 1194, 1197, and 1197.1, pursuant to Labor Code section
8 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). Plaintiff also sent written notice of
9 said Labor Code violations to Defendant via certified mail pursuant to Labor Code section
10 2699.3. As of the date of the filing of this Complaint, the LWDA has not provided written notice
11 regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's
12 written notice.

13 18. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
14 and all applicable civil penalties for Defendants' violation of Labor Code sections 201, 202, 203,
15 204, 226, 510, 515, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, for the time period described
16 above, on behalf of himself and other Aggrieved Employees.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf
19 this suit is brought against Defendants, jointly and severally, as follows:

20 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
21 the PAGA, Labor Code §226.3, and for costs and attorneys' fees;

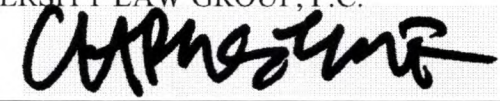
22 2. On all causes of action for attorneys' fees and costs as provided by Labor Code §
23 2699 and California Code of Civil Procedure § 1021.5; and

24 3. For such other and further relief as the Court may deem just and proper.
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1 DATED: May 25, 2022

DIVERSITY LAW GROUP, P.C.

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3 By:



Larry W. Lee

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Attorneys for Plaintiff and the Class