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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF PLACER**

ALEXANDRA COJOCARU,

Plaintiff,

vs.

CROSSCOUNTRY MORTGAGE, LLC;
and DOES 1 to 20, inclusive,

Defendants

Case No. S-CV-0048482

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Reimburse Business Expenses;**
- 2. Failure to Pay Final Wages;**
- 3. Discrimination in Violation of Cal. Gov't Code § 12940(a);**
- 4. Wrongful Termination in Violation of Public Policy.**

1 Plaintiff ALEXANDRA COJOCARU (“Plaintiff”) hereby files this first Amended
2 Complaint against Defendants CROSSCOUNTRY MORTGAGE, LLC; and DOES 1 to 20,
3 inclusive, (hereinafter collectively referred to as “Defendants”). Plaintiff alleges the following:

4 **PARTIES AND JURISDICTION**

5 1. Plaintiff ALEXANDRA COJOCARU is an individual over the age of eighteen (18) and
6 is now and/or at all times mentioned in this Complaint was a resident of the State of California.

7 2. Plaintiff is a former non-exempt employee of Defendant.

8 3. Plaintiff is informed and believes, and thereon alleges, that Defendant
9 CROSSCOUNTRY MORTGAGE, LLC is a Delaware Limited Liability Company with its
10 principal place of business in Ohio.

11 4. Plaintiff is further informed and believes, and thereon alleges, that each of the
12 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer
13 or joint venturer of the remaining defendants and was acting within the course and scope of that
14 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
15 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
16 remaining defendants. The true names and capacities of the defendants named herein Does 1
17 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to
18 Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of
19 Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and
20 capacities of Does 1 through 20, inclusive, when they have been determined.

21 5. The Placer County Superior Court has jurisdiction in this matter due to alleged
22 violations of California Labor Code sections 201-203, and 2802, and Cal. Govt. Code section
23 12940.

24 6. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
25 the wrongful acts and violations of law asserted herein occurred within Placer County.

26 7. On March 11, 2022, Plaintiff filed for and received her Right to Sue notice from the
27 California Department of Fair Employment and Housing. The DFEH issued an immediate Right
28 to Sue Notice, which was timely served on Defendants by the governmental agency per the

1 requirements of the applicable statutes. A true and correct copy of the Right to Sue notice is
2 attached hereto as **Exhibit A**.

3 **FACTS COMMON TO ALL CAUSES OF ACTION**

4 8. Plaintiff worked for Defendant as a Loan Processor through Defendant's Petaluma,
5 California branch location beginning on or around August 9, 2021 and until her illegal and
6 retaliatory termination on January 3, 2022. Plaintiff performed work for Defendant from her home
7 in Roseville, California.

8 9. Following her employment, Defendant did not provide Plaintiff all wages owed upon
9 their termination or within seventy-two (72) hours of their separation from employment. Plaintiff
10 earned a nondiscretionary bonus for each completed loan and was not paid all nondiscretionary
11 bonuses earned but not yet paid when she was terminated.

12 10. Plaintiff was also required to incur business-related expenses and was not reimbursed.
13 Plaintiff worked from home during all or part of her employment and was required to have
14 adequate internet access to complete her duties. Plaintiff also frequently communicated with her
15 supervisors and managers, as well as other staff of Defendant, via her cell phone. Plaintiff was not
16 reimbursed for the business use of her cell phones and home internet service.

17 11. In October, 2021, Plaintiff contracted COVID-19. Later, Plaintiff's mother also
18 contracted COVID-19, and passed away in December, 2021.

19 12. After her mother's death, Plaintiff took several days off work. When she returned to work
20 on December 13, Plaintiff was encouraged by her manager, Blayne White, to take the rest of
21 December off work. On or around December 13, 2021, Plaintiff made an official request to take time
22 off, which was originally granted by Defendant. Plaintiff's manager also assured Plaintiff that her
23 job would be safe when she returned to work.

24 13. Plaintiff took time off from December 21, 2021 through January 3, 2022. During this
25 time, Plaintiff used accrued paid sick leave, paid time off, and unpaid personal leave time.

26 14. However, upon returning from leave on January 3, 2022, Plaintiff was informed that she
27 was being laid off due to her position at the branch being "dissolved." However, on information and
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1 belief, Plaintiff's position was not dissolved or eliminated, and another person was hired during
2 Plaintiff's leave of absence by Defendant to perform Plaintiff's duties, and that person remained
3 employed after Plaintiff's return to work and subsequent termination.

4 15. Defendant's claim that Plaintiff's position was eliminated is pretext for retaliation against
5 Plaintiff for requesting and taking protected time off following the death of her mother due to
6 COVID.

7 **FIRST CAUSE OF ACTION**
8 **(Failure to Reimburse Business Expenses)**

9 16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though
10 fully set forth herein.

11 17. Labor Code section 2802(a) states that "An employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct consequence
13 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
14 even though unlawful, unless the employee, at the time of obeying the directions, believed them to
15 be unlawful."

16 18. Defendant knew that Plaintiff incurred expenses for work purposes, including but not
17 necessarily limited to business use of her personal cell phone and home internet. However,
18 Defendant did not reimburse Plaintiff for these expenses.

19 19. Defendant's conduct described herein violated California Labor Code section 2802. As
20 a proximate result of Defendant's conduct, Plaintiff has been damaged in an amount to be
21 established at trial, and is entitled to recover these damages, as well as interest and reasonable
22 attorney's fees and costs, pursuant to statute.

23 **SECOND CAUSE OF ACTION**
24 **(Failure to Pay Final Wages)**

25 20. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 19 as though
26 fully set forth herein.
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1 21. An employer must pay an employee who is terminated all unpaid wages immediately
2 upon termination. California Labor Code § 201.

3 22. An employer who willfully fails to pay an employee wages in accordance with
4 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of
5 up to thirty (30) days. California Labor Code § 203.

6 23. Plaintiff did not receive all wages at her termination or separation from employment,
7 including, but not limited to, unpaid nondiscretionary bonuses earned but unpaid.

8 24. Defendant knew of its obligation to pay Plaintiff and Defendant's failure to pay all
9 wages was in complete disregard of its obligations. Such conduct shows Defendant's knowledge
10 of its obligation to pay all wages owed upon termination and willful refusal.

11 **THIRD CAUSE OF ACTION**
12 **Disability Discrimination in Employment**

13 25. Plaintiff hereby incorporates by reference Paragraphs 1 through 24 of this Complaint as
14 if fully set forth herein and for a cause of action alleges as follows:

15 26. During the course of her employment with Defendant, Plaintiff suffered from a
16 disability and serious medical condition that limits a major life activity and requires on-going
17 intervention.

18 27. Defendant knew Plaintiff had a disability and serious medical condition.

19 28. Plaintiff was able to perform the essential job duties of Defendant's position with
20 reasonable accommodation. At all times during her employment, Plaintiff was qualified to
21 perform the duties of Defendant's position.

22 29. Defendant failed to accommodate Plaintiff's disability and serious medical condition
23 and failed to engage in the interactive process to determine how best to accommodate Plaintiff's
24 disability and serious medical condition. Defendant then terminated Plaintiff due to perceptions
25 regarding her disability and serious medical condition.
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30. As a direct, foreseeable, and proximate result of Defendant's unlawful actions, Plaintiff has suffered substantial losses in earnings and other employment benefits and has incurred other economic losses.

31. As a further direct, foreseeable, and proximate result of Defendant's unlawful actions, Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and embarrassment, all to her damage in an amount to be proven at time of trial.

32. Defendant committed the acts herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of her rights. Plaintiff is thus entitled to recover punitive damages from Defendant in an amount according to proof.

FOURTH CAUSE OF ACTION
Wrongful Discharge in Violation of Public Policy

33. Plaintiff hereby incorporates by reference Paragraphs 1 through 32 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

34. During the course of her employment with Defendants, Plaintiff suffered from a disability and serious medical condition that limits a major life activity and requires on-going intervention.

35. Defendant knew Plaintiff had a disability and serious medical condition.

36. Plaintiff was able to perform the essential job duties of Defendant's position with reasonable accommodation. At all times during her employment, Plaintiff was qualified to perform the duties of his position.

37. Following Plaintiff's reasonable request for a short leave of absence due to her medical condition, Defendant failed to accommodate Plaintiff's disability and serious medical condition and failed to engage in the interactive process to determine how best to accommodate Plaintiff's disability and serious medical condition. Furthermore, Defendant terminated Plaintiff's employment due to its perceptions regarding her disability and serious medical condition, because

1 Plaintiff requested and was granted a short leave of absence, and because she used accrued leave
2 such as sick leave and paid time off.

3 38. Plaintiff's employment was terminated in violation of fundamental public policies of
4 the State of California. It is, and at all times relevant to this action it has been, the law and
5 fundamental public policy of the state of California to prevent discrimination in employment. See
6 *City of Moorpark v. Sup. Ct. (Dillon)*, 18 Cal. 4th 1143 (1998).

7 39. Defendant retaliated against Plaintiff due to its perception of Plaintiff's medical
8 condition, for requesting reasonable workplace accommodation for her disability and serious
9 medical condition, because she requested and was granted a short leave of absence, and because she
10 used accrued protected time off such as sick leave and paid time off. The termination of Plaintiff's
11 employment was a violation of public policy (a "nexus" exists between the termination and
12 Plaintiff's protected activity). Accordingly, Plaintiff was unlawfully terminated in violation of the
13 fundamental public policies of the state of California.

14 40. As a direct, foreseeable, and proximate result of Defendant's unlawful actions,
15 Plaintiff has suffered substantial losses in earnings and other employment benefits and has incurred
16 other economic losses.

17 41. As a further direct, foreseeable, and proximate result of Defendant's unlawful actions,
18 Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and embarrassment, all to her
19 damage in an amount to be proven at time of trial.

20 42. Defendant committed the acts herein despicably, maliciously, fraudulently, and
21 oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive
22 amounting to malice, and in conscious disregard of her rights. Plaintiff is thus entitled to recover
23 punitive damages from Defendant in an amount according to proof.

24 **DAMAGES**

25 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:
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- 27 1. For penalties and liquidated damages under the California Labor Code according to proof
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1 allowed by law;

2 2. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;

3 3. For an award of prejudgment and post-judgment interest; and

4 4. For an award to Plaintiff of such other and further relief as the Court deems just and
5 proper.

6
7 Dated: December 22, 2022

Castle Law: California Employment Counsel, PC

8
9 By: _____

10 Timothy B. Del Castillo

11 Kent L. Bradbury

12 Attorneys for Plaintiff ALEXANDRA COJOCARU
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Exhibit 1

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7 Attorneys for Plaintiff
ALEXANDRA COJOCARU

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10 **NUKK-FREEMAN & CERRA, P.C.**
11 550 West B Street, 4th Floor
12 San Diego, CA 92101
Telephone: 619.292.0515
13 Facsimile: 619.566.4741

14 Attorneys for Defendant
15 CROSSCOUNTRY MORTGAGE, LLC

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF PLACER**

19 ALEXANDRA COJOCARU, as an aggrieved
employee pursuant to the Private Attorneys
20 General Act (PAGA),

21 Plaintiff,

22 vs.

23 CROSSCOUNTRY MORTGAGE, LLC; and
24 DOES 1 to 20, inclusive,

25
26 Defendants
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Filed - 12/30/2022

Electronically filed by Superior Court of California
County of Placer on 12/30/2022
Jake Chatters, Clerk of the Court
By A. Nichols Deputy Clerk

Case No. S-CV-0048482

**JOINT STIPULATION TO FILE FIRST
AMENDED COMPLAINT; [PROPOSED]
ORDER**

Dept.: 40
Judge: Hon. Trisha Hirashima

Trial Date: Not Set

Complaint filed: May 17, 2022

1 Plaintiff ALEXANDRA COJOCARU (“Plaintiff”) and Defendant CROSSCOUNTRY
2 MORTGAGE, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as
3 “Parties”), by and through their counsel, hereby stipulate and agree as follows:

4 WHEREAS, Plaintiff filed a Complaint against Defendant in Placer County Superior
5 Court on May 17, 2022 (“Complaint”) with a single cause of action for representative Private
6 Attorneys General Act (“PAGA”) claims;

7 WHEREAS, Plaintiff brought the following individual non-PAGA claims (“Arbitration
8 Claims”) against Defendant in arbitration (AAA) pursuant to an enforceable arbitration
9 agreement she signed with Defendant: (1) Violation of Labor Code Sections 201-203, 256
10 (Failure to Pay Final Wages); (2) Violation of Labor Code section 2802 (Failure to Pay
11 Reimbursements for Expenses); (3) Wrongful Termination in Violation of Public Policy; (4)
12 Disability Discrimination in Violation of FEHA; (5) Retaliation in Violation of CFRA; and (6)
13 Failure to Provide CFRA Leave;

14 WHEREAS, pursuant to the Stipulation of the Parties entered into in light of the case of
15 *Viking River Cruises, Inc. v. Moriana*, Plaintiff’s individual PAGA claims were ordered to
16 arbitration on August 11, 2022 before Hon. Michael J. Seng (Ret.) to be arbitrated with her
17 Arbitration Claims, and Plaintiff’s representative PAGA claims were dismissed with prejudice;

18 WHEREAS, Plaintiff filed a motion to withdraw her claims from arbitration and litigate
19 them in court, and the Court issued an order granting the motion on December 1, 2022;

20 WHEREAS, there is currently no operative Complaint before the Court;

21 WHEREAS, Plaintiff has prepared a First Amended Complaint to plead her Arbitration
22 Claims in her individual capacity (“First Amended Complaint”; attached hereto as Exhibit 1);

23 WHEREAS, in an effort to conserve judicial resources, the Parties have engaged in meet
24 and confer efforts regarding Plaintiff’s filing of the First Amended Complaint;

25 The Parties STIPULATE as follows:

- 26 1. Plaintiff shall file the First Amended Complaint (attached hereto as Exhibit 1)
27 with the Court within 30 days of the Court’s issuance of the corresponding order;
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- 1 2. Defendant shall file its responsive pleading to the First Amended Complaint in
2 accordance with the Code of Civil Procedures, and all rights and defenses with
3 respect to the responsive pleading are preserved;
- 4 3. Plaintiff waives her right to seek revival of her previously dismissed
5 representative PAGA claims and to bring new class or representative claims
6 against Defendant, whether in this matter or a separate action; and
- 7 4. Defendant reserves its right to object to, challenge, and defend against any
8 attempts by Plaintiff to seek revival of her representative PAGA claims or to bring
9 class or representative claims against Defendant.

10
11 **CASTLE LAW: CALIFORNIA**
12 **EMPLOYMENT COUNSEL, PC**

13 DATED: December 22, 2022

14 

15 Timothy B. Del Castillo, Esq.
16 Kent L. Bradbury, Esq.
17 Attorneys for Plaintiff
18 ALEXANDRA COJOCARU

19 **NUKK-FREEMAN & CERRA, P.C.**

20 DATED: December 22, 2022

21 

22 Stacy L. Fode, Esq.
23 Carol K. Shieh, Esq.
24 Attorneys for Defendant
25 CROSSCOUNTRY MORTGAGE, LLC

~~PROPOSED~~ ORDER

Good cause having been shown, the Court hereby orders that:

1. Plaintiff shall file her First Amended Complaint (attached to the Stipulation as Exhibit 1) pleading her Arbitration Claims in her individual capacity within 30 days of this Order;
2. Defendant shall file its responsive pleading to the First Amended Complaint in accordance with the Code of Civil Procedures, and all rights and defenses with respect to the responsive pleading are preserved;
3. Plaintiff waives her right to seek revival of her representative PAGA claims and to bring new class or representative claims against Defendant, whether in this matter or a separate action; and
4. Defendant's right to object to, challenge, and defend against any attempts by Plaintiff to seek revival of her representative PAGA claims or to bring class or representative claims against Defendant is preserved.

IT IS SO ORDERED.

Dated: 12/30/2022



Alan V. Pineschi

~~HON. TRISHA IHRASHIMA~~

Judge of the Superior Court

CASE NAME: *Cojocar v. CrossCountry Mortgage, LLC*.

Case No.: S-CV-0048482

PROOF OF SERVICE

I am a citizen of the United States, employed in the City of Roseville and the County of Placer, California. My business address is 2999 Douglas Boulevard, Suite 180, Roseville, California 95661. I am over the age of 18 years and not a party to the within action. On today's date, I caused to be served the following:

- PLAINTIFF'S FIRST AMENDED COMPLAINT**

☐	I am readily familiar with the firm's practice of collection and processing correspondence for mailing in the ordinary course of business. Under this practice, correspondence is collected, sealed, postage thereon fully prepaid, and deposited the same day with the U. S. Postal Service on the same day.
☐	I caused the above documents to be personally delivered to the addressee(s) set forth below.
☒	I caused the above documents to be electronically transmitted via e-mail to the electronic addresses shown below.

Carol Shieh
cshieh@nfclegal.com

Attorneys for Defendant

Stacy L. Fode
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Clara Castaneda
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I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on January 11, 2023 in Roseville, California.



Ron Buchanan