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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SANTA CLARA**

**22CV405756**

AMBER BRYAN, on behalf of herself, the  
State of California, and all Aggrieved  
Employees,

Plaintiffs,

vs.

ORANGE COAST TITLE COMPANY OF  
NORTHERN CALIFORNIA, a California  
corporation; ORANGE COAST TITLE  
COMPANY; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: \_\_\_\_\_

**REPRESENTATIVE ACTION  
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698, *et seq.*)**

**UNLIMITED CIVIL CASE**

1 Plaintiff Amber Bryan (hereinafter "Plaintiff"), on behalf of herself, the State of  
2 California, and other aggrieved employees, hereby brings this Representative Action Complaint  
3 ("Complaint") against Orange Coast Title Company of Northern California, a California  
4 corporation; Orange Coast Title Company; and DOES 1 to 100, inclusive (collectively  
5 "Defendants"), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself, all other aggrieved employees, and the State of  
8 California, hereby brings this Complaint for recovery of civil penalties under the Private  
9 Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA"), and Industrial Welfare  
10 Commission Wage Order 4 ("Wage Order 4"). The monetary damages that Plaintiff seeks exceed  
11 this Court's jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§  
14 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the  
15 County of Santa Clara. Defendants own, maintain offices, transact business, have agent(s) within  
16 the County of Santa Clara, and/or otherwise are found within the County of Santa Clara, and  
17 Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
20 Plaintiff was and currently is, a California resident. Plaintiff was employed by Defendants within  
21 the statute of limitations periods applicable to each cause of action pled herein.

22 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute  
23 of limitations periods applicable to this action through the present, Defendants did (and continue  
24 to do) business and employed Plaintiff and/or other aggrieved employees within, among other  
25 counties, Santa Clara County, and the state of California and, therefore, were (and are) doing  
26 business in Santa Clara County and the State of California.

27 5. Plaintiff does not know the true names or capacities, whether individual, partner,  
28 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said

1 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
2 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed  
3 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,  
4 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
5 and proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful  
6 employment practices, wrongs, injuries and damages complained of herein.

7         6.       Plaintiff is informed and believes, and thereon alleges, that at all times mentioned  
8 herein, Defendants were and are the employers of Plaintiff and the other aggrieved employees.

9         7.       At all times herein mentioned, each of said Defendants participated in the doing  
10 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
11 Defendants, and each of them, were the agents, servants, and employees of each and every one of  
12 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned  
13 were acting within the course and scope of said agency and employment. Defendants, and each  
14 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or  
15 omissions complained of herein.

16         8.       At all times mentioned herein, Defendants, and each of them, were members of  
17 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
18 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
19 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the other  
20 aggrieved employees.

21                   **REPRESENTATIVE ACTION ALLEGATIONS**

22         9.       Plaintiff was employed by Defendants as a non-exempt employee from  
23 approximately June 2021 until approximately January 2022.

24         10.      During Plaintiff's employment with Defendants, Defendants did not provide any  
25 mechanism for Plaintiff and other non-exempt employees to clock in and out or otherwise record  
26 their hours worked, and Defendants did not keep a record of Plaintiff's and other non-exempt  
27 employees' hours worked, and instead generally paid Plaintiff for 86.67 hours at her base hourly  
28 rate each pay period, regardless of the number of hours Plaintiff actually worked. In fact, Plaintiff

frequently worked more than 86.67 hours in each pay period, including time worked over 8.0 hours in a day and/or over 40.0 hours in a workweek, but Defendants failed to pay her for such hours. Defendants knew or reasonably should have known that Plaintiff worked these hours, but as a result of this policy and practice, Defendants failed to pay Plaintiff and other non-exempt employees all wages due to them, including minimum wages and overtime wages.

11. Defendants also failed to reimburse Plaintiff and other employees for expenses they incurred in the course of their employment. Specifically, Defendants required Plaintiff to use her personal cellular phone to communicate and set up appointments with notaries, agents, and others, as well as to communicate with her supervisors and co-workers. Despite requiring Plaintiff to use her personal cellular phone for work-related purposes, Defendants failed to reimburse Plaintiff for any portion of her personal cellular phone bill. As a result of the foregoing, Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

12. Defendants have also failed to provide Plaintiff and other non-exempt employees with all statutorily mandated meal periods due to Defendants' meal period policies/practices. Specifically, the workload imposed on Plaintiff and other non-exempt employees – including the pressure to meet tight deadlines on a daily basis – made it impracticable for Plaintiff and other non-exempt employees to take a 30-minute off-duty meal period prior to the end of the fifth hour of work, and/or a second 30-minute meal period on shifts over 10.0 hours. In those instances that Defendants failed to provide Plaintiff and other non-exempt employees with a legally compliant meal period, Defendants failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

13. Defendants have also failed to authorize and permit rest periods to Plaintiff and other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-minute net rest period for every 4 hours worked or major fraction thereof, as Plaintiff and other non-exempt employees were frequently unable to take the rest periods to which they were entitled

as a result of the workload imposed by Defendants, including but not limited to the constant deadlines mentioned above. In those instances that Defendants failed to authorize and permit Plaintiff and other non-exempt employees to take a legally compliant rest period, Defendants failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

14. As a result of Defendants' failure to pay all minimum wages and overtime wages, as well as Defendants' failure to pay meal and rest period premium wages, Defendants failed to pay all wages to Plaintiff and other formerly employed aggrieved employees at the separation of their employment.

15. As a further result of Defendants' failure to pay all minimum wages and overtime wages, as well as Defendants' failure to pay meal and rest period premium wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Plaintiff and other aggrieved employees.

16. The wage statements issued to Plaintiff and other aggrieved employees were also facially deficient, in multiple ways. First, the wage statements failed to include the name of the legal entity that is the employer in violation of the Labor Code § 226(a)(8), in that the wage statements listed "Title Company of Northern Cal" rather than the actual legal name of Defendants. The wage statements issued to Plaintiff and other non-exempt employees were further facially deficient in that they failed to list the correct total hours worked and therefore, failed to comply with Labor Code § 226(a)(2). Specifically, the wage statements issued by Defendants generally included a line item titled "total hours worked," which stated "0.0000" regardless of the number of hours actually worked; and/or a line item that stated "total hours," which included the "hours" attributed to holiday pay, vacation pay, and/or sick pay, even though the hours ascribed to these types of earnings are not considered hours worked. As a result, the wage statements issued by Defendants were facially deficient in violation of Labor Code § 226(a)(2) and (8).

1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEY GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 17. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 18. Defendants have committed several Labor Code violations against Plaintiff and  
6 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor  
7 Code § 2698 *et seq.*, and, acting on behalf of herself, other aggrieved employees, and the State of  
8 California, brings this representative action against Defendants to recover the civil penalties due  
9 to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant  
10 to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each  
11 initial violation for each failure to pay each employee and \$200.00 for each subsequent violation  
12 or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each  
13 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and  
14 \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period;  
15 (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor  
16 Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code  
17 § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee  
18 per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent  
19 violation per employee per pay period for those violations of the Labor Code for which no civil  
20 penalty is specifically provided, based on the following Labor Code violations:

21 a. Failing to pay Plaintiff and other aggrieved employees at least the minimum  
22 wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12,  
23 1194, 1194.2, 1197, and 1198;

24 b. Failing to pay all earned overtime and/or double-time compensation to  
25 Plaintiff and other aggrieved employees, in violation of Labor Code §§ 204,  
26 510, 558, 1194, and 1198;

27 c. Failing to reimburse Plaintiff and other aggrieved employees all necessary  
28 business expenditures in violation of Labor Code §§ 2802, 2804, and 1198;

- d. Failing to provide all legally required meal periods and failing to pay meal period premium wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- e. Failing to authorize and permit all legally required rest periods and failing to pay rest period premium wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- f. Failing to provide Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;
- g. Failing to pay aggrieved former employees all final wages due at the end of their employment, in violation of Labor Code §§ 201-203;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice each calendar month, in violation of Labor Code § 204; and
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

19. On or about August 19, 2022 Plaintiff notified Defendants via certified mail and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 18 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

20. Based on the foregoing, Plaintiff seeks to represent themselves, the State of California, and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and former employees who worked for Defendants in California between the one year and 178 days prior to the submission of Plaintiff’s PAGA notice to the present.

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21. Plaintiff was compelled to retain the services of counsel to file this court action to protect her own interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

## P R A Y E R

WHEREFORE, Plaintiff prays for judgment for herself, the State of California, and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

22. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);

23. On all causes of action, for attorney's fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

24. For such other and further relief the Court may deem just and proper.

Dated: November 1, 2022

Respectfully submitted,  
ABRAMSON LABOR GROUP

By:

Tuvia Korobkin  
Attorneys for Plaintiff