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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

7/11/2025 3:14:24 PM

Clerk of the Superior Court
By M. Manneh, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO – HALL OF JUSTICE COURTHOUSE

RAQUEL BEER, an aggrieved
employee,

Plaintiff,

v.

FIRST AMERICAN TITLE
INSURANCE COMPANY, a Nebraska
corporation; THE HERITAGE
ESCROW COMPANY, a California
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No: 25CU036620C

PLAINTIFF'S COMPLAINT FOR:

- (1) VIOLATION OF PAGA FOR
FAILURE TO PROVIDE MEAL
PERIODS;**
- (2) VIOLATION OF PAGA FOR
FAILURE TO PROVIDE REST
PERIODS;**
- (3) VIOLATION OF PAGA FOR
FAILURE TO PAY FOR
OVERTIME;**
- (4) VIOLATION OF PAGA FOR
FAILURE TO PROVIDE
ACCURATE WAGE
STATEMENTS;**
- (5) VIOLATION OF PAGA FOR
FAILURE TO REIMBURSE
NECESSARY BUSINESS
EXPENSES; AND**
- (6) VIOLATION OF PAGA FOR
FAILURE TO MAINTAIN
ACCURATE RECORDS**

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2. Defendant First American Title Insurance Company (“First American”) is a corporation duly organized and existing under the laws of the state of Nebraska, with its nerve center located in Orange County, California.

4. Plaintiff is informed and believe and thereon alleges that First American wholly owns Heritage through one or more subsidiaries or affiliated entities.

6. Plaintiff is genuinely ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 100, inclusive. Plaintiff will seek to amend this Complaint to identify these DOE Defendants when ascertained.

7. Plaintiff is informed and believes and thereon alleges that each of the Defendants (including DOES 1 through 100, inclusive) is liable for the conduct alleged herein as an agent, partner, co-conspirator, alter ego, joint tortfeasor or in some other manner for the facts set forth herein.

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8. Plaintiff, on behalf of the State of California as a private attorney general seeks relief under PAGA against Defendants for their: (1) failure to provide compliant meal periods or compensation in lieu thereof, (2) failure to provide compliant rest periods or compensation in lieu thereof; (3) failure to pay overtime wages; (4) failure to provide accurate wage statements; (5) failure to reimburse for necessary business expense; and (6) failure to record hours of work and breaks.

1 9. On April 21, 2025, Plaintiff gave notice to the Labor and Workforce
2 Development Agency (“LWDA”) and to Defendants of the specific PAGA violations
3 at issue in this case, including the facts and theories to support the alleged violations as
4 required by Cal. Labor Code §2699.3. A true and correct copy of Plaintiff’s original
5 notification letter is attached hereto as Exhibit 1 and incorporated herein by reference.

6 10. More than sixty-five (65) days have elapsed since Plaintiff sent her April
7 21, 2025 notification letter to the LWDA, and the LWDA has not provided any notice
8 to Plaintiff of its intent to investigate the alleged violations. Further, neither of the
9 Defendants has provided any notice to Plaintiff of its intent to cure any of the alleged
10 violations. Accordingly, Plaintiff has satisfied the administrative prerequisites for
11 filing this action as a private attorney general.

12 11. For purposes of this Complaint, the term “RELEVANT TIME PERIOD”
13 or “TIME PERIOD” means one (1) year and sixty-five (65) days prior to the filing of
14 the Complaint. Plaintiff reserves the right to amend this Complaint to reflect a
15 different TIME PERIOD as further discovery is conducted.

16 12. At all relevant times herein, Defendants have consistently maintained and
17 enforced the following unlawful policies and practices against their workforce by:

- 18 a. Willfully refusing to provide timely uninterrupted meal and rest
19 periods or compensation in lieu thereof;
- 20 b. Willfully failing to pay overtime wages;
- 21 c. Willfully failing to furnish accurate wage statements;
- 22 d. Willfully refusing to reimburse necessary business expenses; and
- 23 e. Willfully failing to record hours of work/breaks and to maintain
24 records of the same;

25 13. Venue is proper in San Diego County because Defendants jointly
26 employed Plaintiff and other aggrieved employees in this County and violated PAGA
27 in this County.

1 14. Defendants jointly employed Plaintiff from August 2024 through March
2 2025 as an exempt, outside salesperson.

3 15. Throughout the TIME PERIOD, Defendants misclassified Plaintiff and
4 other aggrieved employees as outside salespeople even though Plaintiff and other
5 aggrieved employees worked at least 50% of their time at Defendants' place of
6 business (including remote work).

7 16. Throughout the TIME PERIOD, Defendants misclassified Plaintiff and
8 other aggrieved employees as exempt salespeople even though Plaintiff and the other
9 aggrieved employees earned less than 50% of their wages through commissions.

10 17. Throughout the TIME PERIOD, Defendants failed to reimburse
11 PLAINTIFF and other aggrieved employees the reasonable expense of home internet
12 service, despite requiring such employees to work from home in remote or hybrid
13 positions.

14 18. Accordingly, Plaintiff acts as private attorney general on behalf of the
15 following groups of aggrieved employees:

- 16 a. All aggrieved employees during the RELEVANT TIME PERIOD who
17 worked at least 50% of their time at Defendants' place of business
18 (including remotely) but were misclassified by Defendants as outside
19 rather than inside salespersons;
- 20 b. All aggrieved employees during the RELEVANT TIME PERIOD
21 whose commissions constituted less than 50% of their wages but were
22 misclassified by Defendants as exempt salespersons;
- 23 c. All aggrieved employees during the RELEVANT TIME PERIOD who
24 worked from home in remote or hybrid positions but did not receive
25 reimbursement for home internet expenses.

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1 **FIRST CAUSE OF ACTION**

2 (VIOLATION OF PAGA FOR FAILING TO PROVIDE MEAL PERIODS)

3 (Plaintiff As a Private Attorney General Against All Defendants)

4 19. Plaintiff incorporates the above allegations into this cause of action.

5 20. California Labor Code §226.7 & §512 and IWC Wage Order 4-2001, §11,
6 provide that no employer shall employ any nonexempt person for a work period of
7 more than five (5) hours without providing an uninterrupted meal period of not less
8 than thirty (30) minutes.

9 21. California Labor Code §226.7 further provides that if an employer fails to
10 provide an employee with a meal period in accordance with this section, the employer
11 shall pay the employee one (1) hour of pay at the employee's regular rate of
12 compensation for each workday that the meal period is not provided in accordance with
13 this section.

14 22. Throughout the RELEVANT TIME PERIOD, Defendants misclassified
15 Plaintiff and the aggrieved employees as outside salespeople even though Plaintiff and
16 the aggrieved employees spent over 50% of their time working from Defendants' place
17 of business. As such, Defendants should have provided Plaintiff and the aggrieved
18 employees with an uninterrupted 30 minute meal period before the end of the 5th hour
19 of work and should have kept track of the same.

20 23. Throughout the RELEVANT TIME PERIOD, Defendants failed to
21 provide Plaintiff and the aggrieved employees with uninterrupted 30 minute meal
22 breaks as required by California law. Additionally, throughout the RELEVANT TIME
23 PERIOD, Defendants failed to pay Plaintiff and the aggrieved employees an additional
24 hour of premium wages for each missed meal period.

25 24. Defendants' failure to provide compliant meal periods violated the above-
26 cited California labor laws, and as such, triggers PAGA penalties under California
27 Labor Code §2699(f).
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25. Plaintiff, as a private attorney general, will and does seek to recover on behalf of the aggrieved employees and the LWDA any and all appropriate penalties for each and every above violation shown to have occurred during the RELEVANT TIME PERIOD, in an amount according to proof, as to those penalties that are otherwise available to public agency enforcement actions.

26. Additionally, Plaintiff as a private attorney general is entitled to attorney's fees and costs pursuant to California Labor Code §2699(k)(1).

SECOND CAUSE OF ACTION

(VIOLATION OF PAGA FOR FAILING TO PROVIDE REST PERIODS)

(Plaintiff As a Private Attorney General Against All Defendants)

27. Plaintiff incorporates the above allegations into this cause of action.

28. California Labor Code §226.7 and IWC Wage Order 4-2001, §12, require all employers to authorize and permit all nonexempt employees to take uninterrupted rest periods at the rate of ten (10) minutes per four (4) work hours, or major fraction thereof.

29. California Labor Code § 226.7(b) provides that if an employer fails to provide rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

30. Throughout the RELEVANT TIME PERIOD, Defendants misclassified Plaintiff and the aggrieved employees as outside salespeople even though Plaintiff and the aggrieved employees spent over 50% of their time working from Defendants' place of business. As such, Defendants should have provided Plaintiff and the aggrieved employees with uninterrupted 10 minute rest periods per four (4) work hours, or major fraction thereof.

31. Throughout the RELEVANT TIME PERIOD, Defendants failed to provide Plaintiff and the aggrieved employees with uninterrupted 10 minute rest breaks as required by California law. Additionally, throughout the RELEVANT TIME

1 PERIOD, Defendants failed to pay Plaintiff and the aggrieved employees an additional
2 hour of premium wages for each missed rest period.

3 32. Defendants' failure to provide compliant rest periods violated the above-
4 cited California labor laws, and as such, triggers PAGA penalties under California
5 Labor Code §2699(f).

6 33. Plaintiff, as a private attorney general, will and does seek to recover on
7 behalf of the aggrieved employees and the LWDA any and all appropriate penalties for
8 each and every above violation shown to have occurred during the RELEVANT TIME
9 PERIOD, in an amount according to proof, as to those penalties that are otherwise
10 available to public agency enforcement actions.

11 34. Additionally, Plaintiff as a private attorney general is entitled to attorney's
12 fees and costs pursuant to California Labor Code §2699(k)(l).

13 **THIRD CAUSE OF ACTION**

14 (VIOLATION OF PAGA FOR FAILING TO PAY OVERTIME)

15 (Plaintiff As a Private Attorney General Against All Defendants)

16 35. Plaintiff incorporates the above allegations into this cause of action.

17 36. Any work in excess of eight hours in any workday and any work in excess
18 of forty (40) hours in a workweek shall be compensated at a rate of no less than one
19 and one-half times the regular rate of pay, provided that the employee earns no more
20 than 50% of his or her wages from commissions or makes less than one and one-half
21 times the minimum wage. (Labor Code §510(a); IWC Wage Order 4-2001, §3(A)-(D)).

22 37. Throughout the RELEVANT TIME PERIOD, Defendants misclassified
23 Plaintiff and the aggrieved employees as exempt salespeople even though Plaintiff and
24 the aggrieved employees earned no more than 50% of their wages from commissions.
25 As such, Defendants should have paid Plaintiff and the aggrieved employees one and
26 one-half times their regular rate of pay for all hours worked in excess of 8 a day or 40 a
27 week.

38. Throughout the RELEVANT TIME PERIOD, Plaintiff and the aggrieved employees regularly worked daily and weekly overtime but Defendants failed to pay any compensation for such overtime.

39. Defendants' failure to pay overtime violated the above-cited California labor laws, and as such, triggers PAGA penalties under California Labor Code §2699(f).

40. Plaintiff, as a private attorney general, will and does seek to recover on behalf of the aggrieved employees and the LWDA any and all appropriate penalties for each and every above violation shown to have occurred during the RELEVANT TIME PERIOD, in an amount according to proof, as to those penalties that are otherwise available to public agency enforcement actions.

41. Additionally, Plaintiff as a private attorney general is entitled to attorney's fees and costs pursuant to California Labor Code §2699(k)(1).

FOURTH CAUSE OF ACTION

(VIOLATION OF PAGA FOR FAILING TO PROVIDE ACCURATE WAGE STATEMENTS)

(Plaintiff As a Private Attorney General Against All Defendants)

42. Plaintiff incorporates the above allegations into this cause of action.

43. California Labor Code §226(a) states that “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee. (3) the number of piece-rate units earned ...; (4) all deductions ... ; (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer...; and

1 (9) all applicable hourly rates in effect during the pay period and corresponding number
2 of hours worked at each hourly rate by the employee....”

3 44. During the RELEVANT TIME PERIOD, Defendants knowingly and
4 intentionally failed to provide timely and accurate itemized wage statements to Plaintiff
5 and the aggrieved employees by failing to record the accurate number of hours worked,
6 the accurate rate of pay for each hour worked, the accurate amount of premiums wages
7 earned, the accurate net pay, and the accurate gross pay.

8 45. Defendants’ failure to provide accurate wage statements violated the
9 above-cited California labor laws, and as such, triggers PAGA penalties under
10 California Labor Code §2699(f).

11 46. Plaintiff, as a private attorney general, will and does seek to recover on
12 behalf of the aggrieved employees and the LWDA any and all appropriate penalties for
13 each and every above violation shown to have occurred during the RELEVANT TIME
14 PERIOD, in an amount according to proof, as to those penalties that are otherwise
15 available to public agency enforcement actions.

16 47. Additionally, Plaintiff as a private attorney general is entitled to attorney’s
17 fees and costs pursuant to California Labor Code §2699(k)(l).

18 **FIFTH CAUSE OF ACTION**

19 (VIOLATION OF PAGA FOR FAILING TO REIMBURSE NECESSARY
20 BUSINESS EXPENSES)

21 (Plaintiff As a Private Attorney General Against All Defendants)

22 48. Plaintiff incorporates the above allegations into this cause of action.

23 49. California Labor Code §2802 states that an “employer shall indemnify his
24 or her employee for all necessary expenditures or losses incurred by the employee in
25 direct consequence of the discharge of his or her duties....”

26 50. Throughout the RELEVANT TIME PERIOD, Defendants knowingly and
27 intentionally failed to reimburse Plaintiff and the aggrieved employees for the
28 necessary expenditures they incurred to work as a designated remote or hybrid

1 employee, including failing to reimburse any part of the cost of home internet service
2 (despite paying for the cost of a home computer and a home cell phone for such
3 employees).

4 51. Defendants' failure to reimburse necessary business expenditures violated
5 California Labor Code §2802, and as such, triggers PAGA penalties under California
6 Labor Code §2699(f).

7 52. Plaintiff, as a private attorney general, will and does seek to recover on
8 behalf of the aggrieved employees and the LWDA any and all appropriate penalties for
9 each and every above violation shown to have occurred during the RELEVANT TIME
10 PERIOD, in an amount according to proof, as to those penalties that are otherwise
11 available to public agency enforcement actions.

12 53. Additionally, Plaintiff as a private attorney general is entitled to attorney's
13 fees and costs pursuant to California Labor Code §2699(k)(l).

14 **SIXTH CAUSE OF ACTION**

15 (VIOLATION OF PAGA FOR FAILING TO MAINTAIN TIME RECORDS)

16 (Plaintiff As a Private Attorney General Against All Defendants)

17 54. Plaintiff incorporates the above allegations into this cause of action.

18 55. California Labor Code §226 & §1174 and IWC Wage Order 4-2001, §7,
19 require all employers to maintain accurate time records of when the employee begins
20 and ends each work period, when the employee takes meal periods, and total daily
21 hours worked by the employee.

22 56. Throughout the RELEVANT TIME PERIOD, Defendants knowingly and
23 intentionally failed to maintain accurate time records for Plaintiff and the aggrieved
24 employees regarding the start and stop times of work, meal breaks, and total hours
25 worked.

26 57. Defendants' failure to maintain accurate time records violated the above-
27 cited California labor laws, and as such, triggers PAGA penalties under California
28 Labor Code §2699(f).

58. Plaintiff, as a private attorney general, will and does seek to recover on behalf of the aggrieved employees and the LWDA any and all appropriate penalties for each and every above violation shown to have occurred during the RELEVANT TIME PERIOD, in an amount according to proof, as to those penalties that are otherwise available to public agency enforcement actions.

59. Additionally, Plaintiff as a private attorney general is entitled to attorney's fees and costs pursuant to California Labor Code §2699(k)(1).

PRA YER

WHEREFORE, Plaintiff as private attorney general prays for judgment against Defendants as follows:

1. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to California Labor Code §2699(k)(1) and any other statutory basis;
3. For reasonable attorney's fees pursuant to California Labor Code §2699(k)(1) and any other statutory basis;
4. For all such other and further relief as the Court may deem just and proper.

Dated: July 11, 2025

LAW OFFICE OF ROBERT G. LOEWY, P.C.
ROBERT G. LOEWY

By: /s/ Robert G. Loewy

Robert G. Loewy
Attorneys for PLAINTIFF RAQUEL BEER

EXHIBIT 1

PREMIER LEGAL CENTER, A.P.C.

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April 21, 2025

Online Submission

Labor and Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Certified U.S. Mail

First American Title Insurance Company
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Certified U.S. Mail

The Heritage Escrow Company
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice of Violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804 and Violation of Industrial Welfare Commission Wage Order No. 4-2001, Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our office, together with the Law Offices of Robert G. Loewy, P.C., represents aggrieved employee Raquel Beer in a proposed lawsuit under California's Private Attorney General Act ("PAGA"), Cal. Labor Code §§ 2698 *et seq.*, against First American Title Insurance Company and The Heritage Escrow Company (collectively, "Employers").

The Employers jointly employed Ms. Beer from August 2024 through March 2025 as an exempt, outside salesperson. As such, Employers did not record Ms. Beer's hours of work, did not provide her with uninterrupted rest periods twice a day, did not provide her with an uninterrupted 30-minute meal period once a day, and did not pay her for overtime. Employers misclassified Ms. Beer, and similarly situated aggrieved employees (i.e., all

escrow employees that Employers or their affiliated entities employed as “outside salespersons” in the State of California from April 21, 2024 through today), on several grounds.

First, Ms. Beer and the aggrieved employees did not, and do not, spend 50% of their time away from their “employer’s place of business.” Rather, all of these individuals spend in excess of 50% of their time on inside sales calls and other inside sales activities at Employers’ place of business (which includes remote work from home).

Second, in the case of Ms. Beer and a substantial number of inside salespersons (particularly those salespersons building a book of business), less than 50% of their income is derived from commissions on a weekly basis. Indeed, at no point did Ms. Beer exceed 33% of her income from commissions or commission guaranties. Thus, Employers should have classified Ms. Beer and similarly-situated aggrieved employees as non-exempt, entitled to both breaks and overtime.

Additionally, Employers have violated California Labor Code § 2802 by failing to pay all necessary costs of remote work – something Employers contractually promised to do in their Temporary Telecommuting Agreement, which states as follows:

Employee’s temporary telecommuting assignment under this Agreement will begin immediately and is in effect until Employee is notified otherwise.

* * *

The Company will provide Employee with all equipment and office supplies necessary for Employee to perform Employee’s job, to the extent required by applicable law.

Despite making this commitment, Employers did not pay for an internet modem or any reasonable allocation of the aggrieved employees’ monthly internet service. It was impossible for the aggrieved employees to perform their job without access to the internet. *See Thai v. International Business Machines Corp.*, 93 Cal.App.5th 364, 374 (2023).

As a result of the above violations, the paystubs for Ms. Beer and the aggrieved employees were not accurate. Thus, Employers committed violations of Labor Code § 226(a) every pay period.

Additionally, for each aggrieved employee that ended their employment during the applicable PAGA period, Employers wrongfully withheld owed wages from the final paycheck, including premium hours for missed breaks and overtime wages for the non-exempt aggrieved employees who received less than 50% of their income through commissions. As such, Employers violated Labor Code §§ 201-203.

As a result of the above, Employers violated at least the following California Labor Code Sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and applicable wage orders.

Ms. Beer seeks to represent a group of aggrieved employees classified by Employers as “outside salespersons” in connection with the provision of escrow services. Additionally, Ms. Beer seeks to represent a group of aggrieved employees classified by Employers as “hybrid” but for whom Employers did not purchase or reimburse the cost of an internet modem or any portion of their home internet services. The PAGA period begins on April 21, 2024, and shall continue until remedied by Employers.

To the extent that entities and/or individuals are named and charged with violations of the California Labor Code – making them liable on an individual basis as permitted by, *inter alia*, Labor Code Sections 558, 558.1, and 1197.1 – Ms. Beer reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Employers are on notice that Ms. Beer continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice shall enable Ms. Beer to proceed with a lawsuit against Employers as authorized by California Labor Code Section 2699.5, *et seq.*

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address

Very truly yours,



Steven L. Marchbanks, Esq.

Cc: Robert G. Loewy (via email)
Deborah A. Licata (via email)