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ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 21 2015

Sherri H. Porter, Executive Office/Clerk
By: Ishayla Chambers, Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

ANITA RAGANO, individually, and
on behalf of all others similarly
situated,

Plaintiff,

vs.

URBAN LENDING SOLUTIONS,
LLC, and DOES 1 through 100,
inclusive,

Defendant.

Case No.

BC 6 04 8 5 6

CLASS ACTION

COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, AND RESTITUTION

[Jury Trial Demanded]

Representative Plaintiff alleges as follows:

PRELIMINARY STATEMENT

1. This is a class action, brought on behalf of Anita Ragano (hereinafter "Representative Plaintiff") and all other persons similarly situated ("Class Members") who are or were employed as non-exempt call center employees by defendant Urban Lending Solutions, LLC, and Does 1 through 100, inclusive (collectively "Defendant" and/or "Urban Lending Solutions") in any Urban Lending Solutions California location within the applicable class period. The Representative Plaintiff, on behalf of herself and the Class Members, seeks unpaid wages, including unpaid overtime compensation, compensation for missed meal and rest periods,

1 interest thereon and other penalties, injunctive and other equitable relief, and reasonable
2 attorneys' fees and costs under, *inter alia*., Title 8 of the California Code of Regulations,
3 California Business and Professions Code §§ 17200, *et seq.*, California Code of Civil Procedure
4 § 1021.5, and various provisions of the California Labor Code.

5 2. The Class Period is designated as the time from December 21, 2011 through the
6 date of trial, based upon the allegation that the violations of California's wage and hour laws, as
7 described more fully below, have been ongoing throughout that time.

8 3. During the Class Period, Defendant has had a consistent policy of, *inter alia*, (1)
9 permitting, encouraging and/or requiring its non-exempt call center employees, including the
10 Representative Plaintiff and Class Members, to work in excess of eight hours per day and in
11 excess of forty hours per week without paying them overtime compensation as required by
12 California's wage and hour laws, (2) unlawfully failing to provide the Representative Plaintiff
13 and Class Members statutorily-mandated meal and rest periods, (3) willfully failing to provide
14 the Representative Plaintiff and the Class Members with accurate semi-monthly itemized wage
15 statements reflecting the total number of hours each worked, the applicable deductions, and the
16 applicable hourly rates in effect during the pay period, and (4) willfully failing to pay
17 compensation (including unpaid overtime) in a prompt and timely manner to certain Class
18 Members whose employment with Urban Lending Solutions has terminated.

19 20 INTRODUCTION

21 4. Plaintiff is informed and believes and, based thereon, alleges that within the Class
22 Period, Defendant operated at least one call center across the State of California. In doing so,
23 Defendant has employed hundreds of individuals as non-exempt call center employees, positions
24 which are entitled to full, uninterrupted and statutorily-mandated meal and rest periods, as well
25 as other benefits of employment as set forth herein.

26 5. Despite actual knowledge of these facts and legal mandates, Urban Lending
27 Solutions has and continues to enjoy an advantage over its competition and a resultant
28 disadvantage to its workers by electing not to sufficiently offer meal and rest periods to its

1 California non-exempt call center employees, by not providing duty-free and uninterrupted meal
2 and rest periods to its California non-exempt call center employees, by failing to adequately
3 reimburse its employees for all business expenses related to Urban Lending Solution's
4 operations, by not providing all regular and/or overtime pay when due and/or when certain Class
5 Members' employment with Urban Lending Solutions terminated, and by willfully failing to
6 provide Plaintiff and Class Members with accurate semimonthly itemized wage statements.

7 6. Representative Plaintiff is informed and believes and, based thereon, alleges that
8 officers of Urban Lending Solutions knew of these facts and legal mandates yet, nonetheless,
9 repeatedly authorized and/or ratified the violation of the laws cited herein.

10 7. Despite Urban Lending Solutions' knowledge of Class Members' entitlement to
11 overtime pay and meal and/or rest periods for all applicable work periods, Urban Lending
12 Solutions failed to provide the same to the Class Members, in violation of California state
13 statutes, the applicable California Industrial Welfare Commission Wage Order, and Title 8 of the
14 California Code of Regulations. This action is brought to redress and end this long-time pattern
15 of unlawful conduct once and for all.

16 JURISDICTION AND VENUE

17 8. This Court has jurisdiction over the Representative Plaintiff's and Class
18 Members' claims for unpaid wages and/or penalties under, *inter alia.*, the applicable Industrial
19 Welfare Commission Wage Order, Title 8 of the California Code of Regulations, Labor Code
20 §§ 201-204, 226.7, 510, 512, 1194, 1198, and/or the California Code of Civil Procedure
21 § 1021.5.

22 9. This Court also has jurisdiction over the Representative Plaintiff's and Class
23 Members' claims for injunctive relief and restitution of ill-gotten benefits arising from Urban
24 Lending Solution's unfair and/or fraudulent business practices under California Business &
25 Professions Code §§ 17200, *et seq.*

26 10. Venue as to Defendant is proper in this judicial district pursuant to Code of Civil
27 Procedure § 395(a). Urban Lending Solutions maintains a call center location within the County
28

1 of Los Angeles, transacts business, has agents, and is otherwise within this Court's jurisdiction
2 for purposes of service of process. The unlawful acts alleged herein have and have had a direct
3 effect on the Representative Plaintiff and those similarly situated within the State of California
4 and within the County of Los Angeles. Urban Lending Solutions operates said facility and has
5 employed numerous Class Members in the County of Los Angeles.

6
7 **PLAINTIFF**

8 11. Representative Plaintiff Anita Ragano is a natural person who was employed by
9 Urban Lending Solutions as an hourly non-exempt call center employee within the State of
10 California during the Class Period.

11 12. As used throughout this Complaint, the term "Class Members" refers to the
12 Representative Plaintiff herein as well as each and every person eligible for membership in the
13 class of persons as further described and defined herein.

14 13. At all times herein relevant, the Representative Plaintiff was and is a person
15 within the class of persons further described and defined herein.

16 14. The Representative Plaintiff brings this action on behalf of herself and as a class
17 action, pursuant to California Code of Civil Procedure § 382, on behalf of all persons similarly
18 situated and proximately damaged by the unlawful conduct described herein.

19
20 **DEFENDANTS**

21 15. At all times herein relevant, Defendant Urban Lending Solutions, LLC, was/is a
22 Colorado corporation and/or other form of business entity, duly licensed, located and doing
23 business in, but not limited to, the County of Los Angeles in the State of California.

24 16. Representative Plaintiff is informed and believes and, based thereon, alleges that
25 at all times herein relevant, defendants Urban Lending Solutions and Does 1 through 100 did
26 business within the state of California providing a wide variety of services to its clients,
27 including mortgage fulfillment services, home retention solutions, appraisals and valuation
28

1 services, title and settlement services, call center and collection services, and document
2 fulfillment services.

3 17. The defendants identified as Does 1 through 100, inclusive, are and were, at all
4 relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some or
5 each of the remaining defendants. Representative Plaintiff is informed and believes and, on that
6 basis, alleges that at all relevant times herein mentioned, defendant Urban Lending Solutions and
7 those identified as Does 1 through 100, inclusive, employed, and/or exercised control over the
8 wages, hours, and/or working conditions of the Representative Plaintiff and Class Members at
9 numerous California locations as identified in the preceding paragraph.

10 18. The Representative Plaintiff is unaware of the true names and capacities of those
11 defendants sued herein as Does 1 through 100, inclusive and, therefore, sue these defendants by
12 such fictitious names. The Representative Plaintiff will seek leave of Court to amend this
13 Complaint when such names are ascertained. The Representative Plaintiff is informed and
14 believes and, on that basis, alleges that each of the fictitiously-named defendants were
15 responsible in some manner for, gave consent to, ratified, and/or authorized the conduct herein
16 alleged and that the Representative Plaintiff's and Class Members' damages, as herein alleged,
17 were proximately caused thereby.

18 19. The Representative Plaintiff is informed and believes and, on that basis, alleges
19 that at all relevant times herein mentioned, the defendants were the agent and/or employee of
20 each of the remaining defendants and, in doing the acts herein alleged, were acting within the
21 course and scope of such agency and/or employment.

22
23 **CLASS ACTION ALLEGATIONS**

24 20. Representative Plaintiff brings this action individually and as a class action on
25 behalf of all persons similarly situated and proximately damaged by Urban Lending Solution's
26 conduct including, but not necessarily limited to, the following Plaintiff Class:

27 "All persons who are and/or were employed as hourly non-exempt
28 call center employees by Defendant in its Urban Lending Solutions
location in California at any time on or after December 21, 2011."

1 21. Urban Lending Solutions, its officers, and directors are excluded from the
2 Plaintiff Class.

3 22. This action has been brought and may properly be maintained as a class action
4 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
5 litigation and the proposed Class is easily ascertainable:

- 6 a. Numerosity: A class action is the only available method for the fair and
7 efficient adjudication of this controversy. The members of the Plaintiff Class
8 are so numerous that joinder of all members is impractical, if not impossible,
9 insofar as Representative Plaintiff is informed and believe and, on that basis,
10 allege that there are sufficient Class Members to meet the numerosity
11 requirement. Membership in the Class will be determined upon analysis of
12 employee and payroll, among other, records maintained by Urban Lending
13 Solutions.
- 14 b. Commonality: The Representative Plaintiff and the Class Members share a
15 community of interests in that there are numerous common questions and
16 issues of fact and law which predominate over any questions and issues
17 solely affecting individual members, including, but not necessarily limited to:
- 18 1) Whether defendant violated California Labor Code §§ 226.7 and/or
19 512 by failing to consistently provide duty-free meal periods and/or
20 rest periods to its non-exempt retail employees;
- 21 2) Whether defendant Urban Lending Solutions violated IWC Wage
22 Order and/or Labor Code § 510 by failing to pay overtime
23 compensation to its hourly non-exempt call center employees who
24 worked in excess of forty hours per week and/or eight hours per day;
- 25 3) Whether defendant Urban Lending Solutions violated California
26 Business and Professions Code §§ 17200, *et seq.* by failing to pay
27 overtime compensation to its hourly non-exempt employees who
28 worked in excess of forty hours per week and/or eight hours per day;
- 4) Whether defendant Urban Lending Solutions violated California
 Labor Code § 1174 by failing to keep accurate records of employees'
 hours of work;
- 5) Whether defendant Urban Lending Solutions violated California
 Labor Code §§ 201-204 by failing to pay overtime wages due and
 owing at the time that certain Class Members' employment with
 Defendant terminated;
- 6) Whether defendant Urban Lending Solutions violated California
 Labor Code § 226 by failing to provide the semimonthly itemized
 statements to Class Members of total hours worked by each and all
 applicable hourly rates in effect during the pay period; and
- 7) Whether Class Members are entitled to "waiting time" penalties,
 pursuant to California Labor Code § 203.

- 1 c. Typicality: The Representative Plaintiff's claims are typical of the claims of
2 Class Members. The Representative Plaintiff and Class Members sustained
3 damages arising out of and caused by Defendant's common course of
4 conduct in violation of law, as alleged herein.
- 5 d. Superiority of Class Action: Since the damages suffered by individual Class
6 Members, while not inconsequential, may be relatively small, the expense
7 and burden of individual litigation by each member makes or may make it
8 impractical for Class Members to seek redress individually for the wrongful
9 conduct alleged herein. Should separate actions be brought, or be required to
10 be brought, by each individual Class Member, the resulting multiplicity of
11 lawsuits would cause undue hardship and expense for the Court and the
12 litigants. The prosecution of separate actions would also create a risk of
13 inconsistent rulings which might be dispositive of the interests of other Class
14 Members who are not parties to the adjudications and/or may substantially
15 impede their ability to adequately protect their interests.
- 16 e. Adequacy of Representation: The Representative Plaintiff in this class action
17 is an adequate representative of the Plaintiff Class in that the Representative
18 Plaintiff's claims are typical of those of the Plaintiff Class and the
19 Representative Plaintiff has the same interest in the litigation of this case as
20 the Class Members. The Representative Plaintiff is committed to vigorous
21 prosecution of this case and has retained competent counsel who are
22 experienced in conducting litigation of this nature. The Representative
23 Plaintiff is not subject to any individual defenses unique from those
24 conceivably applicable to Class Members as a whole. The Representative
25 Plaintiff anticipates no management difficulties in this litigation.

16 COMMON FACTUAL ALLEGATIONS

17 23. Defendant Urban Lending Solutions has, for years, knowingly failed to
18 adequately compensate those employees within the class definition identified above for all wages
19 earned (including premium wages such as overtime wages and/or compensation for missed meal
20 and/or rest periods) under the California Labor Code and the applicable IWC Wage Order,
21 thereby enjoying a significant competitive edge over other competitors. Urban Lending Solutions
22 has declined to pay these wages, even upon a Class Member's termination or resignation from
23 employment, in blatant violation of California Labor Code § 201 and/or § 202.

24 24. California Labor Code §§ 201 and 202 require Defendant to pay severed
25 employees all wages due and owed to the employee immediately upon discharge or within 72
26 hours of resignation of their positions, in most circumstances. California Labor Code § 203
27 provides that an employer who willfully fails to timely pay such wages must, as a penalty,
28

1 continue to pay the subject employees' wages until the back wages are paid in full or an action is
2 commenced, and the payment of such penalty shall continue for a period of time up to 30 days.

3 25. Furthermore, despite its knowledge of the Representative Plaintiff and the Class
4 Members' entitlement to compensation for all hours worked, Defendant violated California
5 Labor Code § 1174(d) by failing to provide or require the use, maintenance, or submission of
6 time records by members of the class. Urban Lending Solutions also failed to provide the
7 Representative Plaintiff and Class Members with accurate semimonthly itemized statements of
8 the total number of hours worked by each, and all applicable hourly rates in effect, during the
9 pay period, in violation of California Labor Code § 226. In failing to provide the required
10 documents, Defendant has not only failed to pay its workers the full amount of compensation due
11 but the company has also, until now, effectively shielded itself from its employees' scrutiny by
12 concealing the magnitude and financial impact of its wrongdoing that such documents might
13 otherwise have led workers to discover.

14 26. Representative Plaintiff and all persons similarly situated are entitled to unpaid
15 compensation, yet, to date, have not received such compensation despite many of the same
16 having been terminated by and/or resigned from Urban Lending Solutions. More than 30 days
17 have passed since certain Class Members have left Defendant's employ.

18 27. As a consequence of Defendant's willful conduct in not paying former employees
19 compensation for all hours worked in a prompt and timely manner, certain Class Members are
20 entitled to up to 30 days wages as a penalty under Labor Code § 203, together with attorneys'
21 fees and costs.

22 28. As a direct and proximate result of Defendant's unlawful conduct, as set forth
23 herein, Representative Plaintiff and Class Members have sustained damages, as described above,
24 including compensation for loss of earnings for hours worked on behalf of Defendant, in an
25 amount to be established at trial. As a further direct and proximate result of Defendant's
26 unlawful conduct, as set forth herein, certain Class Members are entitled to recover "waiting
27 time" penalties (pursuant to California Labor Code § 203) and penalties for failure to provide
28 semimonthly statements of hours worked and all applicable hourly rates (pursuant to Labor Code

1 § 226) in an amount to be established at trial. As a further direct and proximate result of
2 Defendant's unlawful conduct, as set forth herein, Representative Plaintiff and Class Members
3 are also entitled to recover costs and attorneys' fees pursuant to California Labor Code § 1194
4 and/or California Civil Code § 1021.5, among other authorities.

5 29. Representative Plaintiff seeks injunctive relief prohibiting Defendant from
6 engaging in the complained-of illegal labor acts and practices in the future. Representative
7 Plaintiff also seeks restitution of costs incurred by Representative Plaintiff and Class Members
8 under California's Unfair Competition Law. Unless enjoined, Defendant's unlawful conduct will
9 continue unchecked, while Representative Plaintiff and Class Members bear the financial brunt
10 of Defendant's unlawful conduct. As a further direct and proximate result of Defendant's
11 unlawful conduct, as set forth herein, Representative Plaintiff and the Plaintiff Class are also
12 entitled to recover costs and attorneys' fees, pursuant to statute.

13 30. Representative Plaintiff complied with the procedures for bringing suit specified
14 in California Labor Code § 2699.3. By letter dated December 21, 2015 Representative Plaintiff
15 gave written notice, by certified mail, to the Labor and Workforce Development Agency
16 ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to
17 have been violated, including the facts and theories to support the alleged violations.

18 **FIRST CAUSE OF ACTION**
19 **FAILURE TO PROVIDE MEAL AND/OR REST PERIODS**
20 **(California Labor Code §§ 226.7 and 512)**

21 31. Representative Plaintiff incorporates in this cause of action each and every
22 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
23 herein.

24 32. At all relevant times, Defendant was aware of and was under a duty to comply
25 with California Labor Code §§ 226.7 and 512.

26 33. California Labor Code § 226.7 provides:

27 (a) No employer shall require any employee to work during any meal
28 or rest period mandated by an applicable order of the Industrial Welfare
Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

34. California Labor Code § 512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

35. By failing to consistently provide uninterrupted and unrestricted meal periods and to provide uninterrupted rest periods to its non-exempt hourly call center employees, Defendant violated California Labor Code §§ 226.7 and/or 512, and §§ 11 and 12 of the applicable IWC Wage Order.

36. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein. Representative Plaintiff and the Class Members have sustained damages, including loss of compensation/wages, in an amount to be established at trial. As a further direct and proximate result of Defendant's unlawful conduct, as set forth herein, the Representative Plaintiff and the Class Members are entitled to recover various penalties, in an amount to be established at trial, as well as costs and attorneys' fees, pursuant to statute.

SECOND CAUSE OF ACTION
FAILURE TO PAY WAGES DUE
(California Labor Code §§ 203-204, 510 and 1198)

37. Representative Plaintiff incorporates in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

38. California Labor Code § 203 provides, in part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall

1 continue as a penalty from the due date thereof at the same rate until paid
2 or until an action thereof is commenced; but the wages shall not continue
for more than 30 days.

3 39. California Labor Code § 203 provides, in part:

4 Labor performed between the 1st and 15th days, inclusive, of any calendar
5 month shall be paid for between the 16th and the 26th day of the month
6 during which the labor was performed, and labor performed between the
16th and the last day, inclusive, of any calendar month, shall be paid for
between the 1st and 10th day of the following month.

7 40. California Labor Code § 510 provides, in part:

8 Any work in excess of eight hours in one workday and any work in excess
9 of 40 hours in any one workweek and the first eight hours worked on the
seventh day or work in any one workweek shall be compensated at the rate
10 of no less than one and one-half times the regular rate of pay for an
employee....

11 41. Representative Plaintiff and the Class Members were employed by Defendant
12 during the Class Period and did not receive all wages owed in the time dictated by Labor Code
13 § 204. Moreover, certain Class Members voluntarily or involuntarily severed employment with
14 Urban Lending Solutions, yet were not paid timely wages due immediately upon the involuntary
15 termination or within seventy-two hours of the voluntary termination of their respective
16 employment positions with Urban Lending Solutions. Said non-payment and/or untimely
17 payment was the direct and proximate result of a willful refusal to do so by Urban Lending
18 Solutions.

19 42. More than thirty days has elapsed since certain Class Members were terminated
20 and/or resigned from the Defendant's employ.

21 43. As a direct and proximate result of Defendant's willful conduct in failing to pay
22 said Class Members for all hours worked, certain Class Members are entitled to recover penalties
23 of thirty days' wages, pursuant to California Labor Code § 203, in an amount to be established at
24 trial, together with attorneys' fees and costs.

25 44. During the Class Period, Representative Plaintiff and Class Members were
26 employed by and did perform work for Urban Lending Solutions, often times in excess of eight
27 hours in a workday and/or forty hours in a workweek. The precise number of hours will be
28 proven at trial.

1 45. During said time period, Defendant refused and/or failed to compensate
2 Representative Plaintiff and the Class Members for some and/or all wages earned, in violation of
3 the California Labor Code and the applicable IWC Wage Order.

4 46. By refusing to compensate Representative Plaintiff and the Class Members for all
5 wages earned, Defendant violated those California Labor Code and the applicable IWC Wage
6 Order provisions cited herein.

7 47. As a direct and proximate result of Defendant's unlawful conduct, as set forth
8 herein, Representative Plaintiff and the Class Members have sustained damages, including loss
9 of earnings for hours of overtime worked on behalf of Defendant, in an amount to be established
10 at trial.

11 **THIRD CAUSE OF ACTION**
12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
13 **(California Labor Code §§ 226 and 1174)**

14 48. Representative Plaintiff incorporates in this cause of action each and every
15 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
16 herein.

17 49. California Labor Code § 226(a) provides:

18 Each employer shall semimonthly, or at the time of each payment of
19 wages, furnish each of his or her employees either as a detachable part of
20 the check, draft or voucher paying the employee's wages, or separately
21 when wages are paid by personal check or cash, an itemized wage
22 statement in writing showing: (1) gross wages earned; (2) total number of
23 hours worked by each employee whose compensation is based on an
hourly wage; (3) all deductions; provided, that all deductions made on
written orders of the employee may be aggregated and shown as one item;
(4) net wages earned; (5) the inclusive date of the period for which the
employee is paid; (6) the name of the employee and his or her social
security number; and (7) the name and address of the legal entity which is
the employer.

24 50. The IWC Wage Order also establishes this requirement in § 7(B) thereof (8 Cal.
25 Code Regs. § 11010 *et. seq.*).

26 51. Moreover, California Labor Code § 226(e) provides:

27 An employee suffering injury as a result of a knowing and intentional
28 failure by an employer to comply with subdivision (a) is entitled to
recover the greater of all actual damages or fifty dollars (\$50) for the

1 initial pay period in which a violation occurs and one hundred dollars
2 (\$100) per employee for each violation in a subsequent pay period, not
exceeding an aggregate penalty of four thousand dollars (\$4,000), and is
entitled to an award of costs and reasonable attorney's fees.

3 52. Finally, California Labor Code § 1174 provides:

4 Every person employing labor in this state shall: (d) Keep, at a central
5 location in the state... payroll records showing the hours worked daily by
6 and the wages paid to ... employees These records shall be kept in
accordance with rules established for this purpose by the commission, but
in any case shall be kept on file for not less than two years.

7 53. Representative Plaintiff seeks to recover actual damages, costs and attorneys' fees
8 under this section on behalf of herself and the Class Members.

9 54. Defendant Urban Lending Solutions failed to provide timely, accurate itemized
10 wage statements to Representative Plaintiff and the Class Members in accordance with Labor
11 Code § 226(a) and the applicable IWC Wage Order. None of the statements provided by
12 Defendant has accurately reflected actual gross wages earned, net wages earned, or the
13 appropriate deductions for Class Members.

14 55. As a direct and proximate result of Defendant's unlawful conduct, as set forth
15 herein, Representative Plaintiff and the Class Members are entitled to recover penalties, in an
16 amount to be established at trial, as well as costs and attorneys' fees, pursuant to statute.

17
18 **FOURTH CAUSE OF ACTION**
19 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
(California Business & Professions Code §§ 17200-17208)

20 56. Representative Plaintiff incorporates in this cause of action each and every
21 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
22 herein.

23 57. Representative Plaintiff further brings this cause of action under California's
24 Unfair Competition Law, seeking equitable and statutory relief to stop the misconduct of Urban
25 Lending Solutions, as complained of herein, and to compel the payment of restitution by
26 Defendant as a result of the unfair, unlawful, and/or fraudulent business practices described
27 herein.

5 59. Defendant's knowing failure to adopt policies in accordance with and/or adhere to
6 these laws, all of which are binding upon and burdensome to Defendant's competitors, provides
7 Defendant with an unfair competitive advantage, thereby constituting an unfair business practice,
8 as set forth in California Business & Professions Code §§ 17200-17208.

60. Defendant has clearly established a policy of accepting a certain amount of collateral damage, as represented by the damages to Representative Plaintiff and the Plaintiff Class herein alleged, as incidental to its business operations, rather than accept the alternative costs of full compliance with fair, lawful and honest business practices ordinarily borne by responsible competitors of Defendant and as set forth in legislation and the judicial record.

61. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Defendant has been unjustly enriched in an amount equaling or exceeding the amount of damages, penalties, interest, fees and costs payable to the Representative Plaintiff and the Plaintiff Class herein. Representative Plaintiff and the Plaintiff Class are entitled to restitution of all of Defendant's ill-gotten gains, according to proof, and to injunctive relief to halt Defendant's unfair, unlawful and/or fraudulent business practices.

FIFTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT CLAIM
(California Labor Code §§ 2698 *et seq.*)

22 62. Representative Plaintiff incorporates in this cause of action each and every
23 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
24 herein.

25 63. The Private Attorneys General Act of 2004, California Labor Code § 2699 (a)
26 states:

Notwithstanding any other provision of the law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code,

may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees...

64. Representative Plaintiff is an "aggrieved employee" as defined by California Labor Code § 2699(c) because she was employed by Defendant and was among the many employees against whom violations of the law were committed.

65. Representative Plaintiff has met all of the requirements set forth in Labor Code § 2699.3 necessary to commence a civil action against Defendant for violations of Labor Code §§ 201-203, inclusive, 204, 226, 226.7, 406, 510, 512, 1174, 1194, 1197, 1198 and 2802.

66. Representative Plaintiff brings this action on behalf of herself and all Class Members who have not received meal and rest periods as they are entitled under California Labor Code §§ 226.7 and 512, who were not paid overtime wages under California Labor Code §§ 510, 1194, and 1198, who did not receive all wages due upon severance under California Labor Code §§ 201-203, inclusive, who were not provided time records and who did not receive accurate wage statements under California Labor Code §§ 226 and 1174.

67. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Class Members have sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendant's unlawful conduct, as set forth herein, Class Members are entitled to recover various penalties as provided by California Labor Code § 2699, in an amount to be established at trial, as well as costs and attorneys' fees, pursuant to statute.

RELIEF SOUGHT

WHEREFORE, the Representative Plaintiff, on behalf of herself and the proposed **Plaintiff Class**, pray for judgment and the following specific relief against **Defendants, and each of them**, jointly and separately, as follows:

1. For an Order certifying the proposed Plaintiff Class and/or any other appropriate subclass(es) under Code of Civil Procedure § 382;

1 2. That the Court declare, adjudge and decree that Defendants violated the wage and
2 overtime provisions of the California Labor Code and the applicable California Industrial
3 Welfare Commission Wage Order as to the Representative Plaintiff and the Plaintiff Class, as
4 applicable;

5 3. That the Court declare, adjudge and decree that Defendants willfully violated their
6 legal duties to pay wages, including overtime wages and/or the applicable minimum wage, under
7 the California Labor Code and the applicable California IWC Wage Order;

8 4. That Defendants are found to have violated Labor Code §§ 226.7 and/or 512 for
9 willful failure to provide meal and/or rest periods and the relevant sections of the applicable IWC
10 Wage Order to pay wages for these violations;

11 5. That Defendants are found to have violated California Labor Code §§ 201, 203,
12 204, 510 and 1198 for willful failure to pay all compensation owed including that which is owed
13 at the time of termination or within 72 hours of resignation of employment to particular Class
14 Members;

15 6. That Defendants are found to have violated the record keeping provisions of
16 Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable Wage Order as to the
17 Representative Plaintiff and Class Members and for willful failure to provide accurate
18 semimonthly itemized wage statements thereto;

19 7. That Defendants are found to have violated Business & Professions Code
20 §§ 17200, *et seq.* by, *inter alia*, failing to pay the Representative Plaintiff and the Class Members
21 all compensation for meal and/or rest periods denied, and by failing to pay penalties to particular
22 Class Members;

23 8. That the Court make an award to the Representative Plaintiff and the Plaintiff
24 Class of damages in the amount of unpaid compensation, including interest thereon, and
25 penalties, in an amount to be proven at trial;

26 9. That the Court make an award to the Representative Plaintiff and Class Members
27 of civil penalties specified in Labor Code § 2699 for each violation of Labor Code §§ 201-204,
28 inclusive, 226, 226.7, 406, 510, 512, 1174, 1194, 1198 and 2802;

10. That Defendants be ordered and enjoined to pay restitution to the Representative Plaintiff and the Class Members due to Defendants' unlawful activities, pursuant to Business & Professions Code §§ 17200-08, *et seq.*;

11. That Defendants further be enjoined to cease and desist from unlawful activities in violation of Business & Professions Code §§ 17200, *et seq.*;

12. For all other Orders, findings and determinations identified and sought in this Complaint;

13. For interest on the amount of any and all economic losses, at the prevailing legal rate;

14. For reasonable attorneys' fees, pursuant to California Labor Code §§ 218.5, and/or California Civil Code § 1021.5; and

15. For costs of suit and any and all such other relief as the Court deems just and proper.

Dated: December 21, 2015

SCOTT COLE & ASSOCIATES, APC

By:


Nathan R. Yannone, Esq.
Attorneys for Representative Plaintiff
and the Plaintiff Class

JURY DEMAND

Plaintiffs and the Plaintiff Class hereby demand trial by jury of all issues triable as of right by jury.

Dated: December 21, 2015

SCOTT COLE & ASSOCIATES, APC

By:


Nathan R. Yannone, Esq.
Attorneys for Representative Plaintiff
and the Plaintiff Class