

Carolyn H. Cottrell (SBN 166977)
David C. Leimbach (SBN 265409)
Andrew T. Cooledge (SBN 273909)
Michelle S. Lim (SBN 315691)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105
ccottrell@schneiderwallace.com
dleimbach@schneiderwallace.com
acooledge@schneiderwallace.com
mlim@schneiderwallace.com

Attorneys for Plaintiffs, on behalf of the State of California and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

LILIA HERNANDEZ, LAUREN LICAS, IDA
LUNA, JENNIFER BURSACK, MICHELLE
MANESSE, NATASHA GILMAN, CURTIS
ALLEN, JOSHUA PAVELKO, VICTORIA
MCGOVERN, DANA COLLINS, KENNETH
EALA, NASIM EDRAKIAN, ERIN BRIGANCE,
CHRISTOPHER FORTMAN, CONSTANCE
GORMAN, MELINDA GUERRERO, JACKIE
HOLLIS, KENNETH CHUNG, LISA FLOWER,
EDWARD LIU, LORINA WILSON, LUPITA
CHINN a/k/a NATALIA CHINN, ARLENE
MCGEE, MARVIN MENEFEE, DEAN
MOSALLAM a/k/a NORDIEAN MOSALLAM,
APRIL PONCE, HEATHER RANDRUP, JUNG
SEO, JASON SHUMSKI, JENNIFER TALLEY,
JENNIFER VENEGAS, CARLA SAETIA,
AARON BLACK, ANTOINETTE NICOLE,
DAVID RICHTER, RAY HSEIH, NOEMY
ORELLANA, FRANK VASQUEZ, BRANDON
STEINBERG, ROBERT RODRIGUEZ,
NICHOLAS AGUILERA, LAURA BRIGHT,
ALEJANDRO COLINDRES, CHASE CUTLER,
RYAN LEONARDO, AND KARYN STEVENS;
each as an individual and on behalf of all other
aggrieved employees,

Plaintiffs,

v.

LOANDEPOT.COM, LLC, a Delaware
corporation; and DOES 1-50, inclusive,

Defendant.

Honorable William Claster
Department CX104
Case No.: 30-2022-01298792-CU-OE-CXC

SECOND AMENDED COMPLAINT FOR:

- (1) Failure to Provide Meal Periods (Labor Code §§ 226.7, 512, and 1198);**
- (2) Failure to Provide Rest Periods (Labor Code §§ 226.7, 1198, and IWC Order No. 4-2001);**
- (3) Failure to Pay Wages (Labor Code §§ 510, 1194);**
- (4) Failure to Reimburse Work Expenses (Labor Code § 2802);**
- (5) Failure to Maintain Accurate Records [Labor Code § 1174(d)];**
- (6) Failure to Provide Accurate Itemized Wage Statements [Labor Code § 226(a), 226.3];**
- (7) Failure to Pay All Wages Due Upon Termination (Labor Code §§ 201-203);**
- (8) Unfair Business Practices (Bus. & Prof. Code §§ 17200 et seq.);**
- (9) Penalties Pursuant to The Private Attorneys General Act [Labor Code § 2699(a)]; and**
- (10) Penalties Pursuant to The Private Attorneys General Act [Labor Code § 2699(f)].**

JURY TRIAL DEMANDED

INTRODUCTION

1. Plaintiffs Lilia Hernandez, Lauren Licas, Ida Luna, Jennifer Bursack, Michelle Manesse, Natasha Gilman, Curtis Allen, Joshua Pavelko, Victoria McGovern, Dana Collins, Kenneth Eala, Nasim Edrakian, Erin Brigance, Christopher Fortman, Constance Gorman, Melinda Guerrero, Jackie Hollis, Kenneth Chung, Lisa Flower, Edward Liu, Lorina Wilson, Lupita Chinn a/k/a Natalia Chinn, Arlene McGee, Marvin Menefee, Dean Mosallam a/k/a Nordiean Mossalam, April Ponce, Heather Randrup, Jung Seo, Jason Shumski, Jennifer Talley, Jennifer Venegas, Carla Saetia, Aaron Black, Antoinette Nicole, David Richter, Ray Hseih, Noemy Orellana, Frank Vasquez, Brandon Steinberg, Robert Rodriguez, Nicholas Aguilera, Laura Bright, Alejandro Colindres, Chase Cutler, Ryan Leonardo, and Karyn Stevens (collectively “Plaintiffs”) bring this action individually and as a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* (“PAGA”), on behalf of themselves and non-exempt employees employed, or formerly employed, within the State of California by Defendant LOANDEPOT.COM, LLC (“Defendant” or “Loan Depot”) and any subsidiaries or affiliated companies (hereinafter, along with DOES 1 through 50, collectively referred to as “Defendants”).

2. Plaintiffs bring this action against Defendants for violations of California wage and hour laws stemming from Defendants’ unlawful policies and practices, including failing to pay all wages owed, including minimum and overtime wages; failing to provide or make available meal periods and rest breaks entitled by law, and failing to pay premium payments for non-compliant meal periods and/or rest breaks; failing to reimburse work-related expenses incurred in the discharge of job duties; failing to provide accurate wage statements; failing to pay all wages due upon termination; and failing to maintain accurate records of hours worked and wages earned.

3. Plaintiffs bring this lawsuit seeking monetary relief against Defendants to recover, among other things, unpaid wages, meal period and rest break compensation, interest, attorney’s fees, costs and expenses, and penalties, as well as other relief requested herein, pursuant to Labor Code §§ 201-203, 210, 226, 226.3, 226.7, 558, 512, 1174.5, 2802, and 2698 *et seq.*; and the applicable Industrial Welfare Commission (“IWC”) Orders regulating wages including without limitation IWC Order No. 4-2001 (hereinafter referred to for convenience as “Wage Order No. 4”).

THE PARTIES

Plaintiffs

4. Plaintiff Lilia Hernandez is an individual over the age of eighteen, and at all times mentioned in this Second Amended Complaint was a resident of the State of California. Upon information and belief, Plaintiff Hernandez worked for Defendant as a non-exempt, hourly mortgage loan officer in Irvine, California from approximately April 2021 to August 2021.

5. Plaintiff Lauren Licas is an individual over the age of eighteen, and at all times mentioned in this Second Amended Complaint was a resident of the State of California. Upon information and belief, Plaintiff Licas worked for Defendant as a non-exempt, hourly loan officer in Foothill Ranch, California from approximately February 22, 2021 to October 1, 2021.

6. Plaintiff Ida Luna is an individual over the age of eighteen, and at all times mentioned in this Second Amended Complaint was a resident of the State of California. Upon information and belief, Plaintiff Luna worked for Defendant as a non-exempt, hourly senior loan officer in Lake Forest, California from approximately October 2020 to September 2021.

7. Plaintiff Jennifer Bursack is an individual over the age of eighteen, and at all times mentioned in this Second Amended Complaint was a resident of the State of California. Upon information and belief, Plaintiff Bursack worked for Defendant as a non-exempt, hourly mortgage banker in Foothill Ranch, California from approximately April 2020 to April 2022.

8. Plaintiff Michelle Manesse is an individual over the age of eighteen, and at all times mentioned in this Second Amended Complaint was a resident of the State of California. Upon information and belief, Plaintiff Manesse worked for Defendant as a non-exempt, hourly employee in Foothill Ranch, California from approximately October 25, 2021 to March 8, 2022.

9. Plaintiff Natasha Gilman is an individual over the age of eighteen, and at all times mentioned in this Second Amended Complaint was a resident of the State of California. Upon information and belief, Plaintiff Gilman worked for Defendant as a non-exempt, hourly senior account manager in Hollister, California from approximately September 2019 to April 2022.

10. Plaintiff Curtis Allen is an individual over the age of eighteen, and at all times mentioned in this Second Amended Complaint was a resident of the State of California. Upon

1 information and belief, Plaintiff Allen worked for Defendant as a non-exempt, hourly Mortgage Loan
2 Officer in California from approximately September 2021 to June 2022.

3 11. Plaintiff Joshua Pavelko is an individual over the age of eighteen, and at all times
4 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
5 information and belief, Plaintiff Pavelko worked for Defendant as a non-exempt, hourly Loan Officer
6 in California from approximately August 30, 2021 to April 15, 2022.

7 12. Plaintiff Robert Rodriguez is an individual over the age of eighteen, and at all times
8 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
9 information and belief, Plaintiff Rodriguez worked for Defendant as a non-exempt, hourly Loan
10 Officer in California from approximately August 2020 to June 7, 2022.

11 13. Plaintiff Victoria McGovern is an individual over the age of eighteen. Upon
12 information and belief, Plaintiff McGovern worked for Defendant as a non-exempt Junior Account
13 Manager and Senior Loan Processor from approximately October 2020 to February 2022. At all times
14 mentioned in this Second Amended Complaint, Plaintiff McGovern was a resident of the State of
15 Arizona and worked remotely at Defendant's Foothill Ranch, California headquarters location with
16 Defendant's knowledge and approval.

17 14. Plaintiff Dana Collins is an individual over the age of eighteen, and at all times
18 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
19 information and belief, Plaintiff Collins worked for Defendant as a non-exempt Account Manager and
20 then Customer Lending Representative in California from approximately October 2020 to October
21 2021.

22 15. Plaintiff Kenneth Eala is an individual over the age of eighteen, and at all times
23 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
24 information and belief, Plaintiff Eala worked for Defendant as a non-exempt Loan Officer in
25 California from approximately March 2020 to September 2021.

26 16. Plaintiff Nasim Edrakian is an individual over the age of eighteen, and at all times
27 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
28 information and belief, Plaintiff Edrakian worked for Defendant as a non-exempt hourly Funding

1 Specialist in California from approximately October 26, 2020 to September 2, 2021.

2 17. Plaintiff Erin Brigrance is an individual over the age of eighteen, and at all times
3 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
4 information and belief, Plaintiff Brigrance worked for Defendant as a non-exempt hourly Closer
5 Funder in California from approximately September 2020 to July 2021.

6 18. Plaintiff Christopher Fortman is an individual over the age of eighteen. Upon
7 information and belief, Plaintiff Fortman worked for Defendant as a non-exempt Loan Officer from
8 approximately November 2020 to May 2021. At all times relevant to this Second Amended Complaint,
9 Plaintiff Fortman resided in the State of Arizona and worked remotely at Defendant's Foothill Ranch,
10 California headquarters, with Defendant's knowledge and approval.

11 19. Plaintiff Constance Gorman is an individual over the age of eighteen, and at all times
12 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
13 information and belief, Plaintiff Gorman worked for Defendant as a non-exempt hourly Loan
14 Processor in California from approximately October 05, 2020 to May 13, 2022.

15 20. Plaintiff Melinda Guerrero is an individual over the age of eighteen, and at all times
16 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
17 information and belief, Plaintiff Guerrero worked for Defendant as a non-exempt hourly Loan
18 Processor in California from approximately April 12, 2021 to April 26, 2022.

19 21. Plaintiff Jackie Hollis is an individual over the age of eighteen, and at all times
20 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
21 information and belief, Plaintiff Hollis worked for Defendant as a non-exempt hourly Loan Processor
22 in California from approximately October 11, 2021 to March 2022.

23 22. Plaintiff Kenneth Chung is an individual over the age of eighteen, and at all times
24 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
25 information and belief, Plaintiff Chung worked for Defendant as a non-exempt hourly Mortgage Loan
26 Officer in California from approximately September 2021 to June 24, 2022.

27 23. Plaintiff Lisa Flower is an individual over the age of eighteen, and at all times
28 mentioned in this Second Amended Complaint was a resident of the State of California. Upon

1 information and belief, Plaintiff Flower worked for Defendant as a non-exempt, hourly Underwriter
2 in California from approximately August 2019 to April 26, 2022.

3 24. Plaintiff Edward Liu is an individual over the age of eighteen, and at all times
4 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
5 information and belief, Plaintiff Liu worked for Defendant as a non-exempt hourly Mortgage
6 Underwriter in California from approximately June 2019 to March 2022.

7 25. Plaintiff Lorina Wilson is an individual over the age of eighteen, and at all times
8 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
9 information and belief, Plaintiff Wilson worked for Defendant as a non-exempt hourly Customer
10 Service Support Representative in California from approximately January 2021 to December 2021.

11 26. Plaintiff Lupita Chinn a/k/a Natalia Chinn is an individual over the age of eighteen,
12 and at all times mentioned in this Second Amended Complaint was a resident of the State of California.
13 Upon information and belief, Plaintiff Chinn worked for Defendant as a non-exempt Senior Account
14 Manager in California from approximately March 22, 2020 to February 2, 2022.

15 27. Plaintiff Arlene McGee is an individual over the age of eighteen, and at all times
16 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
17 information and belief, Plaintiff McGee worked for Defendant as a Senior Account Manager in
18 California from approximately February 2020 to April 2021. Plaintiff McGee was a resident of the
19 State of California when her employment began, and initially worked for Defendant in person in an
20 office. In approximately March 2020, the COVID-19 pandemic began, and Plaintiff McGee moved to
21 remote work. In or about June 2020, she relocated to Texas where she continued to work remotely for
22 Defendant, with Defendant's prior permission.

23 28. Plaintiff Marvin Menefee is an individual over the age of eighteen, and at all times
24 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
25 information and belief, Plaintiff Menefee worked for Defendant as a Mortgage Closer Funder in
26 California from approximately June 2020 to March 25, 2022.

27 29. Plaintiff Dean Mosallam a/k/a Nordiean Mosallam is an individual over the age of
28 eighteen, and at all times mentioned in this Second Amended Complaint was a resident of the State of

1 California. Upon information and belief, Plaintiff Mosallam worked for Defendant as a non-exempt
2 hourly Loan Officer and Customer Lending Representative in California from approximately February
3 8, 2021, to February 28, 2022.

4 30. Plaintiff April Ponce is an individual over the age of eighteen, and at all times
5 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
6 information and belief, Plaintiff Ponce worked for Defendant as a non-exempt hourly Loan Officer in
7 California from approximately April 2021 to November 2021.

8 31. Plaintiff Heather Randrup is an individual over the age of eighteen, and at all times
9 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
10 information and belief, Plaintiff Randrup worked for Defendant as a non-exempt hourly Loan
11 Processing Team Leader in California from approximately August 2020 to June 2022.

12 32. Plaintiff Jung Seo is an individual over the age of eighteen, and at all times mentioned
13 in this Second Amended Complaint was a resident of the State of California. Upon information and
14 belief, Plaintiff Seo worked for Defendant as a non-exempt hourly Loan Officer in California from
15 approximately February 2020 to April 2022.

16 33. Plaintiff Jason Shumski is an individual over the age of eighteen, and at all times
17 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
18 information and belief, Plaintiff Shumski worked for Defendant as a non-exempt hourly Senior
19 Account Manager in California from approximately October 20, 2020 to March 13, 2022.

20 34. Plaintiff Jennifer Talley is an individual over the age of eighteen, and at all times
21 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
22 information and belief, Plaintiff Talley worked for Defendant as a Loan Closer in California from
23 approximately October 26, 2020 to August 12, 2022.

24 35. Plaintiff Jennifer Venegas is an individual over the age of eighteen, and at all times
25 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
26 information and belief, Plaintiff Venegas worked for Defendant as a non-exempt hourly Loan Officer
27 in California from approximately July 2021 to May 2022.

28 36. Plaintiff Carla Saetia is an individual over the age of eighteen, and at all times

1 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
2 information and belief, Plaintiff Saetia worked for Defendant as a non-exempt hourly Processing
3 Assistant Manager and Account Manager in California from approximately May 2020 to April 2022.

4 37. Plaintiff Aaron Black is an individual over the age of eighteen, and at all times
5 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
6 information and belief, Plaintiff Black worked for Defendant as a non-exempt hourly Loan Officer in
7 California from approximately June 2021 to November 2021.

8 38. Plaintiff Antoinette Nicole is an individual over the age of eighteen, and at all times
9 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
10 information and belief, Plaintiff Nicole worked for Defendant as a non-exempt hourly Senior Account
11 Representative in California from approximately August 2020 to in or about 2021.

12 39. Plaintiff David Richter is an individual over the age of eighteen, and at all times
13 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
14 information and belief, Plaintiff Richter worked for one or more of Defendants as an hourly, non-
15 exempt Mortgage Lending Officer in Cinco Ranch, California, from approximately November 2001
16 to August 2022.

17 40. Plaintiff Ray Hseih is an individual over the age of eighteen, and at all times mentioned
18 in this Second Amended Complaint was a resident of the State of California. Upon information and
19 belief, Plaintiff Hseih worked for Defendant as a non-exempt broker in Foothill Ranch, California,
20 from approximately February 2010 to the present.

21 41. Plaintiff Noemy Orellana is an individual over the age of eighteen, and at all times
22 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
23 information and belief, Plaintiff Orellana worked for Defendant as a non-exempt hourly Loan Officer
24 in California from approximately September 2019 to June 2020 and from December 2020 to June
25 2021.

26 42. Plaintiff Frank Vasquez is an individual over the age of eighteen, and at all times
27 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
28 information and belief, Plaintiff Vasquez worked for Defendant as a non-exempt hourly Senior Loan

1 Officer in California, including Irvine and Foothill Ranch, from approximately November 2018 to
2 November 2022.

3 43. Plaintiff Brandon Steinberg is an individual over the age of eighteen, and at all times
4 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
5 information and belief, Steinberg worked for Defendant as a non-exempt hourly Customer Lending
6 Representative and Senior Account Manager in California from approximately December 2020 to
7 February 2022.

8 44. Plaintiff Nicholas Aguilera is an individual over the age of eighteen, and at all times
9 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
10 information and belief, Plaintiff Aguilera worked for Defendants as a non-exempt, hourly senior
11 account manager in California from approximately August 2020 to March 2021.

12 45. Plaintiff Laura Bright is an individual over the age of eighteen, and at all times
13 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
14 information and belief, Plaintiff Bright worked for Defendant as a non-exempt hourly underwriter in
15 California from approximately November 2020 to August 2022.

16 46. Plaintiff Alejandro Colindres is an individual over the age of eighteen, and at all times
17 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
18 information and belief, Plaintiff Colindres worked for Defendant as a non-exempt, hourly loan officer
19 in Irvine, California from approximately October 2020 to May 2021.

20 47. Plaintiff Chase Cutler is an individual over the age of eighteen, and at all times
21 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
22 information and belief, Plaintiff Cutler worked for Defendant as a non-exempt, hourly mortgage loan
23 originator in California from approximately September 2019 to December 2020.

24 48. Plaintiff Ryan Leonardo is an individual over the age of eighteen, and at all times
25 mentioned in this Second Amended Complaint was a resident of the State of California. Upon
26 information and belief, Plaintiff Leonardo worked for Defendant as a non-exempt, hourly license
27 lending officer and mortgage banker in California from approximately May 2019 to October 2022.

28 49. Plaintiff Karyn Stevens is an individual over the age of eighteen, and at all times

mentioned in this Second Amended Complaint was a resident of the State of California. Upon information and belief, Plaintiff Stevens worked for Defendant as a non-exempt, hourly loan processor and later underwriter administrator in California from approximately September 2019 to August 2022.

50. Aggrieved Employees are former hourly, non-exempt employees of Defendants, including but not limited to loan officers, senior loan officers, lending officers, customer lending representatives, business intelligence analysts, loan consultants, escrow administrators, mortgage loan officers, mortgage consultants, mortgage bankers, loan specialists, loss mitigation specialists, foreclosure specialists, tax specialists, and other employees with similar job duties, in California.

Defendant

51. Plaintiffs are informed and believe and thereon allege that Defendant LoanDepot.com, LLC (“Defendant”) is a residential and consumer lending company. Defendant is a Delaware limited liability company headquartered in Foothill Ranch, California. Defendant is registered to do business in California, does business in California, and employs and employed thousands of hourly, non-exempt employees, including Plaintiffs in California. Defendant may be served with process by serving its registered agent, Registered Agent Solutions, Inc., 720 14th Street, Sacramento, California 95814.

52. Plaintiffs are unaware of the true names or capacities of Defendants sued herein under the fictitious names DOES 1–50, inclusive, but pray for leave to amend and serve such fictitiously-named Defendants pursuant to California Code of Civil Procedure § 474 once their names and capacities become known.

53. Plaintiffs are informed and believe and thereon allege that DOES 1–50, inclusive, are the partners, agents, owners, shareholders, managers, principals or employees of Defendant and/or were acting on behalf of Defendant in doing the acts and omissions alleged herein.

54. Plaintiffs are informed and believe and thereon allege that each and all of the acts and omissions alleged herein was performed by or is attributable to Defendants, each acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and all Defendants were in accordance with, and represent the policy of, Defendants.

55. At all times relevant herein, Defendants ratified each and every act or omission

1 complained of herein. At all times herein mentioned, Defendants aided and abetted the acts and
2 omissions of each and all of the other Defendants in proximately causing the damages herein alleged.

3 56. Defendants, directly or indirectly, controlled at all relevant times the employment
4 terms, pay practices, timekeeping practices, and daily work of Plaintiffs and Aggrieved Employees.
5 Thus, each Defendant is an “employer” as that term is used in the Labor Code and IWC Wage Orders.

6 57. At all relevant times, Defendants have done business under the laws of California, have
7 had places of business in California including in this judicial district, and have employed Plaintiffs
8 and Aggrieved Employees in California and in this judicial district. At all relevant times, each
9 Defendant was a “person” as defined in Labor Code § 18 and Business and Professions Code § 17201.

10 58. Plaintiffs are informed and believe and thereon allege that Defendants are in some
11 manner, intentionally, negligently or otherwise, responsible for the acts, omissions, occurrences and
12 transactions alleged herein.

13 **JURISDICTION AND VENUE**

14 59. The civil penalties sought by Plaintiffs exceed the minimum jurisdiction limits of the
15 Orange County Superior Court and will be established according to proof at trial.

16 60. This Court has jurisdiction of this action pursuant to the California Constitution, Article
17 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given
18 by statute to other courts.

19 61. This Court has jurisdiction over LoanDepot.com, LLC. because it does business in
20 California, is authorized to do business in the State of California, and is registered with the California
21 Secretary of State.

22 62. This Court has jurisdiction over the violations alleged herein and over Defendants
23 because upon information and belief, each party has sufficient minimum contacts in California or
24 otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over
25 it by the California courts consistent with traditional notions of fair play and substantial
26 justice. Defendant at all relevant times employed Plaintiffs that performed their work duties
27 throughout the State of California, including in the County of Orange.

28 63. This Court has general jurisdiction over Plaintiffs’ and the Aggrieved Employees’

1 claims pursuant to the California Labor Code Private Attorneys General Act.

2 64. Venue is proper in this Court because, upon information and belief, the named
3 Defendant maintains an office in this county and the acts and omissions alleged herein took place in
4 this county.

5 **GENERAL ALLEGATIONS AND SUMMARY OF CLAIMS**

6 65. Loan Depot is a residential and consumer lending company with locations throughout
7 California, including the County of Orange.

8 66. Plaintiffs and Aggrieved Employees are current and former employees of Defendants
9 in California, including but not limited to loan officers, senior loan officers, lending officers, customer
10 lending representatives, business intelligence analysts, loan consultants, escrow administrators,
11 mortgage loan officers, mortgage consultants, mortgage bankers, loan specialists, loss mitigation
12 specialists, foreclosure specialists, tax specialists, and other employees with similar job duties.
13 Plaintiffs' and Aggrieved Employees' job duties generally include but are not limited to providing
14 customer service and support to Defendants' lending clients.

15 67. Plaintiffs are informed and believe and thereon allege that the policies and practices
16 of Defendants have at all relevant times been similar for Plaintiffs and Aggrieved Employees,
17 regardless of the particular job assignment or location.

18 68. The nature of Plaintiffs' and Aggrieved Employees' work, providing loan services to
19 clients, is time-sensitive, rigorous, and nonstop. As such, Plaintiffs and Aggrieved Employees were
20 frequently prevented from taking timely meal periods and rest breaks and were not relieved of all
21 duties to take such breaks due to constant work demands and staffing shortages.

22 69. Plaintiffs and Aggrieved Employees were regularly and systematically prohibited by
23 Defendants from taking timely, compliant, uninterrupted, unpaid 30-minute meal periods for every
24 five hours worked as required by Labor Code § 512 and Wage Order No. 4, nor were Plaintiffs or
25 Aggrieved Employees paid a one-hour premium wage at their regular rate of pay for each missed,
26 short, late or interrupted meal period.

27 70. Plaintiffs and Aggrieved employees were regularly and systematically prohibited by
28 Defendants from taking timely, compliant, uninterrupted paid 10-minute rest periods for every four

1 hours worked or major fraction thereof as required by Labor Code §§ 226.7 and 512 and Wage Order
2 No. 4, nor were Plaintiffs or Aggrieved Employees paid a one-hour premium wage at their regular rate
3 of pay for each missed, short, late or interrupted rest period.

4 71. Defendants knew or reasonably should have known that Plaintiffs and Aggrieved
5 Employees were not timely relieved of all duties and were impeded or prevented from taking timely
6 all meal periods and rest breaks.

7 72. Defendants maintained a policy and/or practice of failing to properly compensate
8 Plaintiffs and Aggrieved Employees for work related tasks performed while “off-the-clock,” either
9 before/after their scheduled shifts or during their meal periods while clocked out. Defendants’ failure
10 to compensate Plaintiffs and Aggrieved Employees for work performed while off-the-clock results in
11 a failure to compensate Plaintiffs and Aggrieved Employees for all time spent working for Defendants’
12 benefit, including at minimum wage, overtime, and/or double time under California law.

13 73. Further, many Plaintiffs and Aggrieved Employees receive commission payments from
14 Defendant that are not factored into the regular rate for purposes of calculating overtime
15 compensation, resulting in them performing services for the benefit of Defendant without proper
16 compensation.

17 74. Plaintiffs are informed, believe, and thereon allege that Defendants utilize the same or
18 substantially similar timekeeping mechanisms throughout all of California.

19 75. As a result of these policies and/or practices, Plaintiffs and Aggrieved Employees are
20 denied compensation for all hours worked, including minimum wages and overtime.

21 76. Defendants’ common course of wage-and-hour abuse includes routinely failing to
22 maintain true and accurate records of the hours worked by Plaintiffs and Aggrieved Employees.
23 Defendants have failed to record hours that Plaintiffs and Aggrieved Employees work off-the-clock,
24 as well as non-compliant meal and rest periods.

25 77. Defendants do not provide Plaintiffs and Aggrieved Employees with accurate wage
26 statements as required by California law. Plaintiffs and Aggrieved Employees receive wage statements
27 that do not reflect all hours worked, premium pay for missed meal and rest periods, and applicable
28 overtime premiums.

1 78. Defendants also fail to reimburse Plaintiffs and Aggrieved Employees for all business
2 expenses incurred while on the job. Plaintiffs and Aggrieved Employees must use their personal
3 cellphones and personal cell voice, text, and data plans for extensive, work-related communications,
4 such as speaking with supervisors, clients, and coworkers about mortgage loans in process. Defendants
5 fail to reimburse Plaintiffs and Aggrieved Employees for expenses incurred while using their home
6 internet to complete required job duties. Defendants fail to reimburse Plaintiffs and Aggrieved
7 Employees for such “out-of-pocket” business expenses in violation of Labor Code § 2802.

8 79. Defendants do not provide Plaintiffs and Aggrieved Employees with full payment of
9 all wages owed upon separation from employment. At the time their employment ends, Plaintiffs and
10 Aggrieved Employees are owed wages and premium pay for all time worked, overtime, and missed
11 meal and rest breaks, whether their termination was voluntary or involuntary; yet Defendants fail to
12 provide Plaintiffs and Aggrieved Employees with such payments. As a result, Defendants are subject
13 to waiting time penalties pursuant to the California Labor Code.

14 80. Plaintiffs are informed and believe and thereon allege that Defendants are aware that
15 their policies and practices deprive Plaintiffs and Aggrieved Employees of substantial pay for all time
16 worked, including overtime compensation and minimum wages, and that their workers do not receive
17 legally compliant meal and rest periods. Thus, Defendants’ denial of wages, compliant meal and rest
18 periods, and premium payments is and was deliberate and willful.

19 81. Plaintiffs are informed and believe and thereon allege that Defendants’ unlawful
20 conduct has been widespread, repeated, and consistent as to the Plaintiffs and Aggrieved Employees
21 throughout Defendants’ operations in California.

22 82. Defendants’ conduct was willful, carried out in bad faith, and triggers significant civil
23 penalties in an amount to be determined at trial.

24 83. Defendants’ company-wide policies and practices violate California law as pled herein.
25 Plaintiffs seek declaratory relief, regular and overtime compensation, premium pay for rest and meal
26 break violations, reimbursement of business expenses, liquidated damages and other damages and
27 penalties as permitted by California law, interest, and attorneys’ fees and costs.

28 ///

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

**In Violation of Labor Code §§ 226.7(c), 512(a), 1198 and IWC Order No. 4-2001
(Brought by Plaintiffs Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko,
Robert Rodriguez, Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer
Venegas, Carla Saetia, David Richter, Ray Hsieh, Frank Vasquez, Lilia Hernandez, Lauren
Licas, Ida Luna, Brandon Steinberg, Dana Collins, Kenneth Eala, Nasim Edrakian,
Christopher Fortman, Lorina Wilson, Arlene McGee, April Ponce, Aaron Black, Antoinette
Nicole, Noemy Orellana, Chase Cutler, Alejandro Colindres, Laura Bright, Nicholas Aguilera,
Karyn Stevens, Dean Mosallam, Lupita Chinn, Victoria McGovern, Jackie Hollis, Erin
Brigance, and Ryan Leonardo, on Behalf of Themselves Against Defendant and Does 1-50,
inclusive)**

84. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

85. Defendants routinely fail to provide or make available complaint meal periods to Plaintiffs.

86. The work demands placed on Plaintiffs regularly prevent them from taking first meal periods, and, when applicable, second meal periods throughout the day. Plaintiffs do not receive the requisite premium pay for their missed meal breaks as required by California law.

87. Labor Code §§ 226.7 and 512, and Wage Order No. 4, require Defendants to provide or make available meal periods to their employees. These statutes and order prohibit employers from employing an employee for more than five hours without a meal period of not less than thirty minutes, and from employing an employee more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes.

88. Unless the employee is relieved of all duty during the thirty-minute meal period, the employee is considered “on duty” and the meal period is counted as time worked under Wage Order No. 4.

89. Under Labor Code § 226.7(b) and Wage Order No. 4, an employer who fails to provide or make available a required meal period must, as compensation, pay the employee one hour of pay at the employee’s regular rate of compensation for each workday that the meal period was not provided or made available.

90. Despite these requirements, Defendants have knowingly and willfully refused to perform their obligations to provide or make available to Plaintiffs the ability to take the off-duty meal periods to which they are entitled.

1 91. Defendants have also failed to pay Plaintiffs one hour of pay for each day an off-duty
2 meal period was denied. Defendants' conduct described herein violates Labor Code §§ 226.7 and
3 512. Therefore, pursuant to Labor Code § 226.7(b), Plaintiffs are entitled to compensation for the
4 failure to provide or make available meal periods, plus interest, attorneys' fees, expenses and costs of
5 suit.

6 92. As a proximate result of the violations set forth above, Plaintiffs have suffered damages
7 in amounts to be established by proof at trial.

8 93. Based on the foregoing, Plaintiffs request the relief set forth below.

9 **SECOND CAUSE OF ACTION**
10 **FAILURE TO PROVIDE REST PERIODS**

11 **In Violation of Labor Code §§ 226.7(c), 1198 and IWC Order No. 4-2001**
12 **(Brought by Plaintiffs Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko,**
13 **Robert Rodriguez, Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer**
14 **Venegas, Carla Saetia, David Richter, Ray Hsieh, Frank Vasquez, Lilia Hernandez, Lauren**
15 **Licas, Ida Luna, Brandon Steinberg, Dana Collins, Kenneth Eala, Nasim Edrakian,**
16 **Christopher Fortman, Lorina Wilson, Arlene McGee, April Ponce, Aaron Black, Antoinette**
17 **Nicole, Noemy Orellana, Chase Cutler, Alejandro Colindres, Laura Bright, Nicholas Aguilera,**
18 **Karyn Stevens, Dean Mosallam, Lupita Chinn, Victoria McGovern, Jackie Hollis, Erin**
19 **Brigance, and Ryan Leonardo, on Behalf of Themselves Against Defendant and Does 1 – 50,**
20 **inclusive)**

21 94. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though
22 fully set forth herein.

23 95. Defendants routinely fail to authorize and permit rest periods to Plaintiffs.

24 96. Labor Code § 226.7 and Wage Order No. 4 require employers to authorize and permit
25 employees to take ten minutes of net rest time per four hours or major fraction thereof of work, and to
26 pay employees their full wage during those rest periods.

27 97. Under Labor Code § 226.7(b) and Wage Order No. 4, an employer who fails to provide
28 or make available a required rest period must, as compensation, pay the employee one hour of pay at
the employee's regular rate of compensation for each workday that the rest period was not provided
or made available.

 98. Despite these requirements, Defendants have knowingly and willfully refused to
perform their obligations to provide or make available to Plaintiffs the ability to take the off-duty rest
periods to which they are entitled.

99. Defendants have also failed to pay Plaintiffs one hour of pay for each day an off-duty rest period was denied. Defendants' conduct described herein violates Labor Code § 226.7. Therefore, pursuant to Labor Code § 226.7(b), Plaintiffs are entitled to compensation for the failure to authorize and permit rest periods, plus interest, attorneys' fees, expenses, and cost of suit.

100. As a proximate result of the violations set forth above, Plaintiffs have suffered damages in amounts to be established by proof at trial.

101. Based on the foregoing, Plaintiffs request the relief set forth below.

THIRD CAUSE OF ACTION
FAILURE TO PAY WAGES, INCLUDING MINIMUM AND OVERTIME
In Violation of Labor Code §§ 510, 1194

(Brought by Plaintiffs Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko, Robert Rodriguez, Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer Venegas, Carla Saetia, David Richter, Ray Hsieh, Frank Vasquez, Lilia Hernandez, Lauren Licas, Ida Luna, Brandon Steinberg, Dana Collins, Kenneth Eala, Nasim Edrakian, Christopher Fortman, Lorina Wilson, Arlene McGee, April Ponce, Aaron Black, Antoinette Nicole, Noemy Orellana, Chase Cutler, Alejandro Colindres, Laura Bright, Nicholas Aguilera, Karyn Stevens, Dean Mosallam, Lupita Chinn, Victoria McGovern, Jackie Hollis, Erin Brigance, and Ryan Leonardo, on Behalf of Themselves Against Defendant and Does 1 – 50, inclusive)

102. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

103. At all relevant times, the governing regulations, including but not limited to Wage Order No. 4 as the wage order applicable to Plaintiffs, require employers to pay their employees for each hour worked at no less than minimum wage. “Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked.

104. At all relevant times, Wage Order No. 4 provided that employees working for more than eight hours in a day or 40 hours in a work week were and are entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight hours in a day or 40 hours in a work week. An employee who works more than twelve hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

1 105. Labor Code § 510 codifies the right to overtime compensation at the rate of one and
2 one-half times the regular rate of pay for all hours worked in excess of eight hours in a day or 40 hours
3 in a work week, and to overtime compensation at twice the regular rate of pay for hours worked in
4 excess of twelve hours in a day or eight hours in a day on the seventh day of work in a particular work
5 week.

6 106. Labor Code § 1197.1 states, “Any employer or other persons acting individually as an
7 officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage
8 less than the minimum fixed by an applicable state or local law, or by an order of the commission shall
9 be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and
10 any applicable penalties pursuant to Section 203[.]”

11 107. At all times relevant, Plaintiffs regularly performed non-exempt work and thus were
12 subject to the overtime requirements of Wage Order No. 4, CCR §§ 11000 *et. seq.*, and the Labor
13 Code.

14 108. As discussed herein, Defendants did not compensate Plaintiffs for all hours worked as
15 required by California law and regulations. As a result, Plaintiffs were not paid all lawful wages,
16 including minimum wages and overtime wages. Plaintiffs are informed and believe, and thereon
17 allege, that Defendants knew or should have known that Plaintiffs were entitled to receive all wages
18 owed yet failed to do so.

19 109. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiffs are entitled to recover their
20 unpaid wages and overtime compensation, as well as interest, costs, and attorneys’ fees.

21 110. As a proximate result of the violations set forth above, Plaintiffs have suffered damages
22 in amounts to be established by proof at trial.

23 111. Based on the foregoing, Plaintiffs request the relief set forth below.

24 ///

25 ///

26 ///

27 ///

28 ///

FOURTH CAUSE OF ACTION
FAILURE TO REIMBURSE WORK EXPENSES
In Violation of Labor Code § 2802

(Brought by Plaintiffs Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko, Robert Rodriguez, Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer Venegas, Carla Saetia, David Richter, Ray Hsieh, Frank Vasquez, Lilia Hernandez, Lauren Licas, Ida Luna, Brandon Steinberg, Dana Collins, Kenneth Eala, Nasim Edrakian, Christopher Fortman, Lorina Wilson, Arlene McGee, April Ponce, Aaron Black, Antoinette Nicole, Noemy Orellana, Chase Cutler, Alejandro Colindres, Laura Bright, Nicholas Aguilera, Karyn Stevens, Dean Mosallam, Lupita Chinn, Victoria McGovern, Jackie Hollis, Erin Brigance, and Ryan Leonardo, on Behalf of Themselves Against Defendant and Does 1 – 50, inclusive)

112. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

113. Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

114. Plaintiffs are required to pay out of pocket for necessary business expenses incurred as a result of their work for Defendants, but they are not reimbursed for these expenses. Defendant required Plaintiffs to use personal cell phones and personal cell voice, text, and data plans for extensive, work-related communications, such as speaking with supervisors, clients, and coworkers about mortgage loans in process. Defendants also required Plaintiffs to use their home internet to successfully complete tasks as part of their employment. Defendants did not reimburse Plaintiffs for such “out-of-pocket” business expenses in violation of Labor Code § 2802.

115. As a proximate result of the violations set forth above, Plaintiffs have suffered damages in amounts to be established by proof at trial.

116. Based on the foregoing, Plaintiffs request the relief set forth below.

FIFTH CAUSE OF ACTION
FAILURE TO MAINTAIN ACCURATE RECORDS
In Violation of Labor Code § 1174(d)

(Brought by Plaintiffs Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko, Robert Rodriguez, Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer Venegas, Carla Saetia, David Richter, Ray Hsieh, Frank Vasquez, Lilia Hernandez, Lauren Licas, Ida Luna, Brandon Steinberg, Dana Collins, Kenneth Eala, Nasim Edrakian, Christopher Fortman, Lorina Wilson, Arlene McGee, April Ponce, Aaron Black, Antoinette Nicole, Noemy Orellana, Chase Cutler, Alejandro Colindres, Laura Bright, Nicholas Aguilera, Karyn Stevens, Dean Mosallam, Lupita Chinn, Victoria McGovern, Jackie Hollis, Erin Brigance, and Ryan Leonardo, on Behalf of Themselves Against Defendant and Does 1 – 50, inclusive)

117. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

1 118. California Labor Code § 1174(d) provides in pertinent part, “Every person employing
2 labor in this state shall keep ... at a central location in the state or at the plants or establishments at
3 which employees are employed, payroll records showing the hours worked daily by and the wages
4 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
5 employed at the respective plants or establishments. These records shall be kept in accordance with
6 rules established for this purpose by the commission, but in any case shall be kept on file for not less
7 than three years. An employer shall not prohibit an employee from maintaining a personal record of
8 hours worked, or, if paid on a piece-rate basis, piece-rate units earned.” *Id.*

9 119. Defendants knowingly and intentionally failed to accurately record, track, maintain and
10 keep accurate records of each and every hour worked, and wages earned for Plaintiffs.

11 120. Upon information and belief, Plaintiffs have alleged herein that in an effort to fabricate
12 the appearance of compliance with the provisions of the Labor Code, Defendants routinely required
13 Plaintiffs to work off-the-clock and prohibited Plaintiffs from receiving proper, timely, and compliant
14 meal and rest breaks to avoid paying overtime. Thus, at all relevant times, Defendants failed to
15 maintain accurate records of all hours Plaintiffs worked, including hours they were working during
16 meal periods and rest breaks, and for the days they worked in excess of eight hours, and/or work weeks
17 in excess of forty hours. As a result of Defendants’ failure to maintain proper accurate records,
18 premium penalties to which Plaintiffs were entitled for meal period and rest break violations were not
19 properly recorded either.

20 121. Plaintiffs are therefore entitled to and seek to recover penalties, pursuant to Labor Code
21 § 1174.5, which provides that an employer who fails to properly maintain records pursuant to section
22 1174(d) shall be subject to a civil penalty of \$500.00.

23 122. As a proximate result of the violations set forth above, Plaintiffs have suffered damages
24 in amounts to be established by proof at trial.

25 123. Based on the foregoing, Plaintiffs request the relief set forth below.

26 ///

27 ///

28 ///

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

In Violation of Labor Code § 226(a)

(Brought by Plaintiffs Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko, Robert Rodriguez, Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer Venegas, Carla Saetia, David Richter, Ray Hsieh, Frank Vasquez, Lilia Hernandez, Lauren Licas, Ida Luna, Brandon Steinberg, Dana Collins, Kenneth Eala, Nasim Edrakian, Christopher Fortman, Lorina Wilson, Arlene McGee, April Ponce, Aaron Black, Antoinette Nicole, Noemy Orellana, Chase Cutler, Alejandro Colindres, Laura Bright, Nicholas Aguilera, Karyn Stevens, Dean Mosallam, Lupita Chinn, Victoria McGovern, Jackie Hollis, Erin Brigrance, and Ryan Leonardo, on Behalf of Themselves Against Defendant and Does 1 – 50, inclusive)

124. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

125. Labor Code § 226(a) requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiffs including applicable hourly rates and reimbursement expenses among other things. Defendants knowingly and intentionally failed to comply with Labor Code § 226 on wage statements they provided to Plaintiffs.

126. The applicable regulations, including without limitation Wage Order No. 4, require Defendants to maintain time records for each employee showing, among other things, start and end times for each work period, meal periods, split shift intervals, and total daily hours worked in an itemized wage statement; Defendants must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by each of Plaintiffs. On information and belief, Defendants have failed to record all or some of the items required pursuant to Labor Code § 226 and Wage Order No. 4.

127. As a result of Defendants' knowing and intentional failure to comply with Labor Code § 226(a), Plaintiffs have suffered injury and damage to their statutorily protected rights. Specifically, Plaintiffs have been injured by Defendants' intentional violation of Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In addition, Defendants have made it difficult to calculate the amount of wages and compensation owed to Plaintiffs. Plaintiffs have had to file this lawsuit and will be required to conduct discovery and perform computations to analyze whether in fact Plaintiffs were paid correctly and the extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur these costs had

Defendants provided wage statements accurately showing their regular and overtime rates of pay and the other information specified above. This has also impaired and delayed Plaintiffs' ability to demand and recover underpaid wages from Defendants.

128. Plaintiffs are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or an aggregate penalty not exceeding \$4,000.00 per employee.

129. Based on the foregoing, Plaintiffs request the relief set forth below.

SEVENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE UPON TERMINATION
In Violation of Labor Code §§ 201-203

(Brought by Plaintiffs Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko, Robert Rodriguez, Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer Venegas, Carla Saetia, David Richter, Ray Hsieh, Frank Vasquez, Lilia Hernandez, Lauren Licas, Ida Luna, Brandon Steinberg, Dana Collins, Kenneth Eala, Nasim Edrakian, Christopher Fortman, Lorina Wilson, Arlene McGee, April Ponce, Aaron Black, Antoinette Nicole, Noemy Orellana, Chase Cutler, Alejandro Colindres, Laura Bright, Nicholas Aguilera, Karyn Stevens, Dean Mosallam, Lupita Chinn, Victoria McGovern, Jackie Hollis, Erin Brigance, and Ryan Leonardo, on Behalf of Themselves Against Defendant and Does 1 – 50, inclusive)

130. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

131. Defendants did not provide Plaintiffs with their wages when due under California law after their employment with Defendants ended.

132. Labor Code § 201 provides: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

133. Labor Code § 202 provides:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

134. Labor Code § 203 provides, in relevant 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 continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

1 135. Plaintiffs left their employment with Defendants during the statutory period, at which
2 time Defendants owed them unpaid wages. These earned, but unpaid, wages derive from time spent
3 working off-the-clock for the benefit of Defendants before and after their scheduled shifts and during
4 missed or interrupted meal periods, and/or missed or interrupted second meal periods.

5 136. Defendants willfully refuse and continue to refuse to pay Plaintiffs all the wages that
6 are due and owing to them for the work performed and premium payments for missed or interrupted
7 meal periods, and/or missed or interrupted second meal periods, upon the end of their employment.
8 As a result of Defendants' actions, Plaintiffs have suffered and continue to suffer substantial losses,
9 including lost earnings, and interest.

10 137. Defendants' willful failure to pay Plaintiffs the wages due and owing them constitutes
11 a violation of Labor Code §§ 201-202. As a result, Defendants are liable to Plaintiffs for all penalties
12 owing pursuant to Labor Code §§ 201-203.

13 138. In addition, Labor Code § 203 provides that an employee's wages will continue as a
14 penalty up to thirty days from the time the wages were due. Therefore, Plaintiffs are entitled to
15 penalties pursuant to Labor Code § 203, plus interest.

16 139. Based on the foregoing, Plaintiffs request the relief set forth below.

17
18 **EIGHTH CAUSE OF ACTION**
 UNFAIR BUSINESS PRACTICES

19 **In Violation of Bus. & Prof. Code §§ 17200 *et seq.***

20 **(Brought by Plaintiffs Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko,**
21 **Robert Rodriguez, Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer**
22 **Venegas, Carla Saetia, David Richter, Ray Hsieh, Frank Vasquez, Lilia Hernandez, Lauren**
23 **Licas, Ida Luna, Brandon Steinberg, Dana Collins, Kenneth Eala, Nasim Edrakian,**
 Christopher Fortman, Lorina Wilson, Arlene McGee, April Ponce, Aaron Black, Antoinette
 Nicole, Noemy Orellana, Chase Cutler, Alejandro Colindres, Laura Bright, Nicholas Aguilera,
 Karyn Stevens, Dean Mosallam, Lupita Chinn, Victoria McGovern, Jackie Hollis, Erin
 Brigance, and Ryan Leonardo, on Behalf of Themselves Against Defendant and Does 1 – 50,
 inclusive)

24 140. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully
25 set forth herein.

26 141. Business and Professions Code §§ 17200 *et seq.*, the Unfair Competition Law (the
27 "UCL"), prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business acts
28 or practices.

1 142. Business and Professions Code § 17204 allows a person injured by unfair business acts
2 or practices to prosecute a civil action for violation of the UCL.

3 143. Labor Code § 90.5(a) states it is the public policy of California to vigorously enforce
4 minimum labor standards in order to ensure employees are not required to work under substandard
5 and unlawful conditions, and to protect employers who comply with the law from those who attempt
6 to gain competitive advantage at the expense of their workers by failing to comply with minimum
7 labor standards.

8 144. Beginning at an exact date unknown to Plaintiffs, but at least since the date four years
9 prior to the filing of this lawsuit, Defendants have committed acts of unfair competition as defined by
10 the UCL, by engaging in the unlawful, unfair, and fraudulent business acts and practices described in
11 this Complaint, including, but not limited to:

- 12 a. violations of Labor Code §§ 226.7 and 512 and Wage Order No. 4 pertaining to
13 meal breaks;
- 14 b. violations of Labor Code § 226.7 and Wage Order No. 4 pertaining to rest breaks;
- 15 c. violations of Labor Code §§ 1182.11, 1182.12, 1194, 1197, 1197.1, 1198, and
16 Wage Order No. 4 pertaining to payment of wages, including minimum wage, for
17 all hours worked;
- 18 d. violations of Labor Code § 2802 and Wage Order No. 4 pertaining to
19 reimbursement of necessary business expenses;
- 20 e. violations of Labor Code §§ 226, 226.3 and 226.6 regarding accurate, timely
21 itemized wage statements; and
- 22 f. violations of Labor Code §§ 201-203 pertaining to payment of all wages owed
23 during employment and following separation from employment.

24 145. The violations of these laws and regulations, as well as of the fundamental California
25 public policies protecting wages, serve as unlawful predicate acts and practices for purposes of the
26 UCL. The acts and practices described above constitute unfair, unlawful, and fraudulent business
27 practices, and unfair competition, within the meaning of the UCL. Among other things, the acts and
28 practices described herein have taken from Plaintiffs wages rightfully earned by them, while enabling

Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

146. Business and Professions Code § 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendants from repeating the unlawful, unfair, and fraudulent business acts and practices alleged above.

147. As a direct and proximate result of the aforementioned acts and practices, Plaintiffs have suffered a loss of money and property, in the form of unpaid wages, which are due and payable.

148. Business and Professions Code § 17203 provides that the Court may restore to any person in interest any money or property which may have been acquired by means of such unfair competition. Plaintiffs are entitled to restitution pursuant to Business and Professions Code § 17203 for all wages and payments unlawfully withheld from them during the four-year period prior to the filing of this Complaint. Plaintiffs' success in this action will enforce important rights affecting the public interest. Plaintiffs seek and are entitled to unpaid wages, declaratory and injunctive relief, and all other equitable remedies owing to them.

149. Plaintiffs herein take upon themselves enforcement of these laws and lawful claims.

150. There is a financial burden involved in pursuing this action, the action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiffs by forcing them to pay attorneys' fees from any recovery thereof. Attorneys' fees are appropriate pursuant to Code of Civil Procedure § 1021.5 and otherwise.

151. Based on the foregoing, Plaintiffs request the relief set forth below.

NINTH CAUSE OF ACTION
PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT
[Labor Code § 2699(a)]

(Brought by Plaintiffs Curtis Allen, Jennifer Bursack, Kenneth Chung, Lisa Flower, Natasha Gilman, Constance Gorman, Melinda Guerrero, Ray Hsieh, Edward Liu, Michelle Manesse, Marvin Menefee, Joshua Pavelko, Robert Rodriguez, Heather Randrup, David Richter, Carla Saetia, Jung Seo, Jason Shumski, Jennifer Talley, Frank Vasquez, Jennifer Venegas, Laura Bright, Ryan Leonardo, and Karyn Stevens, on Behalf of Themselves and Aggrieved Employees, Against Defendant and Does 1-50, inclusive)

152. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth herein.

153. The Private Attorneys General Act (the "PAGA") expressly establishes that penalties

pursuant to any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (the “LWDA”), or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

154. Plaintiffs Curtis Allen, Jennifer Bursack, Kenneth Chung, Lisa Flower, Natasha Gilman, Constance Gorman, Melinda Guerrero, Ray Hsieh, Edward Liu, Michelle Manesse, Marvin Menefee, Joshua Pavelko, Robert Rodriguez, Heather Randrup, David Richter, Carla Saetia, Jung Seo, Jason Shumski, Jennifer Talley, Frank Vasquez, Jennifer Venegas, Laura Bright, Ryan Leonardo, and Karyn Stevens (collectively the “PAGA Plaintiffs”), by their employment with Defendants and Defendants’ violations of the Labor Code as alleged herein, are Aggrieved Employees with standing to bring an action under the PAGA.

155. Defendants do not provide PAGA Plaintiffs and Aggrieved Employees with accurate itemized wage statements as required by California law, as a result of the meal and rest break, off-the-clock work, and overtime violations set forth above, and Defendants’ failure to provide premium pay for the missed breaks.

156. Labor Code § 226(a) provides:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if 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, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (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 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee ... The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the

1 employer for at least three years at the place of employment or at a
2 central location within the State of California.

3 *See also* Wage Order No. 4.

4 148. Labor Code § 226(e)(1) provides:

5 An employee suffering injury as a result of a knowing and intentional
6 failure by an employer to comply with subdivision (a) is entitled to
7 recover the greater of all actual damages or fifty dollars (\$50) for the
8 initial pay period in which a violation occurs and one hundred dollars
(\$100) per employee for each violation in a subsequent pay period, not
to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
entitled to an award of costs and reasonable attorney's fees.

9 157. Defendants' failure to provide PAGA Plaintiffs and Aggrieved Employees with
10 compliant meal and rest periods is and was in violation of Labor Code § 512 and Wage Order No. 4.

11 158. Due to Defendants' failure to pay one hour of premium pay to PAGA Plaintiffs for
12 each missed or noncompliant meal period, along with the off-the-clock work, and overtime violations,
13 the wage statements Defendants provided PAGA Plaintiffs did not reflect the actual gross wages
14 earned, actual net wages earned, or actual hours worked. Accordingly, Defendants have knowingly
15 and willfully failed to provide timely, accurate itemized wage statements to PAGA Plaintiffs in
16 accordance with Labor Code §§ 226, 226.3, and 226.6, and Wage Order No. 4.

17 159. On information and belief, Defendants violated Labor Code §§ 201-202, 510, 512,
18 1182.11, 1182.12, 1194, 1197, 1197.1, 1198, and Wage Order No. 4 pertaining to payment of wages,
19 including minimum wage, for all hours worked, including but not limited to failing to pay PAGA
20 Plaintiffs at no less than minimum wage for all time spent working for Defendants, and/or by failing
21 to pay the legal overtime rate as set forth above.

22 160. Labor Code §§ 201-202 require employers to immediately pay wages earned and
23 unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he
24 or she quits, at the latest.

25 161. Defendants failed to timely pay PAGA Plaintiffs all wages owed pursuant to Labor
26 Code §§ 201-202. PAGA Plaintiffs seek civil penalties pursuant to section 2699(a) for Defendants'
27 failure to timely pay all wages owed to PAGA Plaintiffs in compliance with sections 201-202 in the
28 amounts established by sections 203 and 256. [See Labor Code §§ 201-203, 256, 2699(a).] PAGA

1 Plaintiffs seek such penalties as an alternative to the penalties available under section 203, as prayed
2 for herein.

3 162. On information and belief, Defendants violated Labor Code § 2802 and Wage Order
4 No. 4 pertaining to reimbursement of necessary business expenses, by failing and refusing to
5 reimburse PAGA Plaintiffs' expenses necessarily incurred in the discharge of job duties for
6 Defendants.

7 163. On information and belief, Defendants violated Labor Code § 1174(d) and IWC Wage
8 Order 4-2001(7) by failing to keep accurate records, making it difficult to calculate the minimum wage
9 compensation due to PAGA Plaintiffs.

10 164. Defendants did not pay PAGA Plaintiffs all wages when due under California law,
11 including but not limited to after the termination of PAGA Plaintiffs' employment, as a result of the
12 meal break, off-the-clock work, and overtime violations set forth herein and Defendants' failure to
13 provide premium pay for the noncompliant breaks. PAGA Plaintiffs left employment with Defendants
14 during the statutory period, at which time Defendants owed PAGA Plaintiffs unpaid wages for
15 premium pay for missed and/or noncompliant meal periods.

16 165. Defendants willfully refused and continue to refuse to pay PAGA Plaintiffs all the
17 wages that are due and owing to them, in the form of meal period premium pay and other wages due
18 and owing, upon the end of their employment. Defendants' failure to pay all premiums required for
19 noncompliant meal periods is and was in violation of Labor Code § 226.7.

20 166. As a result of Defendants' actions, PAGA Plaintiffs have suffered and continue to suffer
21 substantial losses, including lost earnings, and interest.

22 167. Labor Code § 2699(a) provides:

23 Notwithstanding any other provision of law, any provision of this code that
24 provides for a civil penalty to be assessed and collected by the Labor and
25 Workforce Development Agency or any of its departments, divisions,
26 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.

27 168. Pursuant to Labor Code § 2699.3(a)(1) and (2), on August 31, 2022, PAGA Plaintiffs
28 Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko, Natasha Gilman, and Robert

1 Rodriguez provided the LWDA with notice of their intention to file these claims, and 65 calendar days
2 have passed without notice from the LWDA. These plaintiffs have satisfied the administrative
3 prerequisites to commence this civil action in compliance with Labor Code § 2699.3(a).

4 169. Pursuant to Labor Code § 2699.3(a)(1) and (2), on December 22, 2022, PAGA
5 Plaintiffs Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer Venegas, Carla
6 Saetia, Melinda Guerrero, Lisa Flower, Edward Liu, Marvin Menefee, Jason Shumski, and Jennifer
7 Talley provided the LWDA with notice of their intention to file these claims, and 65 calendar days
8 have passed without notice from the LWDA. These plaintiffs have satisfied the administrative
9 prerequisites to commence this civil action in compliance with Labor Code § 2699.3(a).

10 170. Pursuant to Labor Code § 2699.3(a)(1) and (2), on December 30, 2022, PAGA
11 Plaintiffs David Richter, Ray Hseih, and Frank Vasquez provided the LWDA with notice of their
12 intention to file these claims, and 65 calendar days have passed without notice from the LWDA. These
13 plaintiffs have satisfied the administrative prerequisites to commence this civil action in compliance
14 with Labor Code § 2699.3(a).

15 171. Pursuant to Labor Code § 2699.3(a)(1) and (2), on January 31, 2023, PAGA Plaintiffs
16 Laura Bright, Ryan Leonardo, and Karyn Stevens provided the Labor and Workforce Development
17 Agency (“LWDA”) with notice of their intention to file a claim under the PAGA, and 65 calendar
18 days have passed without notice from the LWDA. These plaintiffs have satisfied the administrative
19 prerequisites to commence this civil action in compliance with Labor Code § 2699.3(a). Therefore, all
20 PAGA Plaintiffs have satisfied all necessary administrative prerequisites to bring this action.

21 172. PAGA Plaintiffs seek civil penalties pursuant to Labor Code § 2699(a) for each failure
22 by Defendants, alleged above, to provide PAGA Plaintiffs accurate, itemized wage statements in
23 compliance with section 226(a), additionally or alternatively to the penalties established by sections
24 226(e) and 226.3, as prayed for herein. PAGA Plaintiffs seek the maximum penalties provided by law
25 for each violation of each provision of the Labor Code.

26 173. PAGA Plaintiffs also seek civil penalties pursuant to Labor Code § 2699(a) for
27 Defendants’ other and/or further violations of the Labor Code and regulations thereunder, including
28 but not limited to Labor Code §§ 201-203, 226.6, 226.7, 510, 512, 1182.11, 1182.12, 1194, 1197,

1 1197.1, 1198, and Wage Order No. 4.

2 174. Defendants are liable to PAGA Plaintiffs, Aggrieved Employees, and the State of
3 California for the civil penalties set forth in this Second Amended Complaint, with interest thereon.
4 PAGA Plaintiffs are also entitled to an award of attorneys' fees and costs as set forth below.

5 175. Based on the foregoing, PAGA Plaintiffs request the relief set forth below.

6 **TENTH CAUSE OF ACTION**
7 **PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**
8 **[Labor Code § 2699(f)]**

9 **(Brought by Plaintiffs Curtis Allen, Jennifer Bursack, Kenneth Chung, Lisa Flower, Natasha**
10 **Gilman, Constance Gorman, Melinda Guerrero, Ray Hsieh, Edward Liu, Michelle Manesse,**
11 **Marvin Menefee, Joshua Pavelko, Robert Rodriguez, Heather Randrup, David Richter, Carla**
12 **Saetia, Jung Seo, Jason Shumski, Jennifer Talley, Frank Vasquez, Jennifer Venegas, Laura**
13 **Bright, Ryan Leonardo, and Karyn Stevens, on Behalf of Themselves and Aggrieved**
14 **Employees, Against Defendant and Does 1-50, inclusive)**

15 176. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
16 herein.

17 177. Labor Code § 200 defines wages as "all amounts for labor performed by employees of
18 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
19 commission basis or method of calculation."

20 178. IWC Wage Order 4-2001(2)(K) defines "hours worked" as "the time during which an
21 employee is subject to the control of an employer and includes all the time the employee is suffered
22 or permitted to work, whether or not required to do so."

23 179. Labor Code § 1198 makes it unlawful for employers to employ employees under
24 conditions that violate applicable Wage Order(s).

25 180. Defendants violated the Labor Code sections cited above as set out more fully above
26 in this Second Amended Complaint.

27 181. Labor Code § 2699(f) provides:

28 For all provisions of this code except those for which a civil penalty is specifically
provided, there is established a civil penalty for a violation of these provisions, as
follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
per pay period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

///

1 182. PAGA Plaintiffs seek penalties pursuant to Labor Code § 2699(f) for Defendants’
2 violations of section 2802.

3 183. To the extent that any violation alleged in this Second Amended Complaint does not
4 carry penalties under Labor Code § 2699(a), PAGA Plaintiffs seek civil penalties pursuant to section
5 2699(f) for each pay period in which he or she was aggrieved, in the amounts established by section
6 2699(f).

7 184. Pursuant to Labor Code § 2699.3(a)(1) and (2), on August 31, 2022, PAGA Plaintiffs
8 Jennifer Bursack, Michelle Manesse, Curtis Allen, Joshua Pavelko, Natasha Gilman, and Robert
9 Rodriguez provided the LWDA with notice of their intention to file these claims, and 65 calendar days
10 have passed without notice from the LWDA. These plaintiffs have satisfied the administrative
11 prerequisites to commence this civil action in compliance with Labor Code § 2699.3(a).

12 185. Pursuant to Labor Code § 2699.3(a)(1) and (2), on December 22, 2022, PAGA
13 Plaintiffs Constance Gorman, Kenneth Chung, Heather Randrup, Jung Seo, Jennifer Venegas, Carla
14 Saetia, Melinda Guerrero, Lisa Flower, Edward Liu, Marvin Menefee, Jason Shumski and Jennifer
15 Talley provided the LWDA with notice of their intention to file these claims, and 65 calendar days
16 have passed without notice from the LWDA. These plaintiffs have satisfied the administrative
17 prerequisites to commence this civil action in compliance with Labor Code § 2699.3(a).

18 186. Pursuant to Labor Code § 2699.3(a)(1) and (2), on December 30, 2022, PAGA
19 Plaintiffs David Richter, Ray Hseih, and Frank Vasquez provided the LWDA with notice of their
20 intention to file these claims, and 65 calendar days have passed without notice from the LWDA. These
21 plaintiffs have satisfied the administrative prerequisites to commence this civil action in compliance
22 with Labor Code § 2699.3(a).

23 187. Pursuant to Labor Code § 2699.3(a)(1) and (2), on January 31, 2023, PAGA Plaintiffs
24 Laura Bright, Ryan Leonardo, and Karyn Stevens provided the Labor and Workforce Development
25 Agency (“LWDA”) with notice of their intention to file a claim under the PAGA, and 65 calendar
26 days have passed without notice from the LWDA. These plaintiffs have satisfied the administrative
27 prerequisites to commence this civil action in compliance with Labor Code § 2699.3(a). Therefore, all
28 PAGA Plaintiffs have satisfied all necessary administrative prerequisites to bring this action.

188. PAGA Plaintiffs seek the aforementioned penalties on behalf of the State, other aggrieved employees, and themselves as set forth in Labor Code § 2699(g)(1).

189. Defendants are liable to PAGA Plaintiffs, Aggrieved Employees, and the State of California for the civil penalties set forth in this Second Amended Complaint, with interest thereon. PAGA Plaintiffs are also entitled to an award of attorneys' fees and costs as set forth below.

190. Based on the foregoing, PAGA Plaintiffs request the relief set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. Appropriate equitable relief to remedy Defendants' violations of California law including, but not necessarily limited to, an order enjoining Defendants from continuing their unlawful practices;

2. Damages and restitution according to proof at trial for all unpaid wages and other injuries, as provided by the California Labor Code, California Business and Professions Code, and other laws of the State of California;

3. All appropriate California statutory penalties;

4. Declaratory judgment that Defendants have violated the California Labor Code and California Business and Professions Code §§ 17200 *et seq.*, as a result of the aforementioned violations of the California Labor Code and of California public policy protecting wages;

5. An award of compensatory damages, including lost wages, liquidated damages, and other employee benefits, restitution, recovery of all money, actual damages, and all other sums of money owed to Plaintiffs, together with interest on these amounts, according to proof;

6. An award of civil penalties to the full extent allowed by PAGA to the State of California, PAGA Plaintiffs, and Aggrieved Employees;

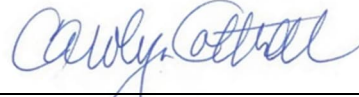
7. Pre-judgment and post-judgment interest, as provided by law;

8. Such other equitable relief as the Court may deem just and proper; and

9. Attorneys' fees and costs of suit, including expert fees and fees pursuant to California Labor Code §§ 218.5, 226, 1194, Code of Civil Procedure § 1021.5, and other applicable California laws.

1 Dated: April 21, 2023

Respectfully Submitted,

2
3 

4 _____
Carolyn H. Cottrell
David C. Leimbach
Andrew T. Coledge
Michelle S. Lim
5 **SCHNEIDER WALLACE**
6 **COTTRELL KONECKY LLP**

7 *Attorneys for Plaintiffs on behalf of the State of*
8 *California and Aggrieved Employees*

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Respectfully Submitted,

Cathy Ottwell

*Attorneys for Plaintiffs on behalf of the State of
California and Aggrieved Employees*