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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

FRANK CIGLAR; SHARON MYDUNG
NGUYEN; SHANNON VILLEGIANTE;
and MARCOS RIOS,

Plaintiffs,

v.

CALIBER HOME LOANS, INC. and DOES
1-100, inclusive,

Defendants.

Case No.: 23CV027346

FIRST AMENDED COMPLAINT

1. Failure to Pay Wages
– LC § 1194 and 226.2
2. Failure to Provide Meal Periods or Pay
Missed Meal Period Wages
– LC §§ 226.7 and 512
3. Waiting Time Penalties – LC § 203
4. Failure to Indemnify or Reimburse
Business Expenses – LC § 2802
5. Failure to Provide Proper Wage
Statements and Keep Records – LC § 226
6. Unfair Business Practices –
BPC § 17200
7. Civil Penalties under the Labor Code
Private Attorneys General Act
of 2004 (PAGA) – LC § 2698
8. Wrongful Discharge in Violation of
Public Policy

JURY DEMANDED

Complaint Filed: 02/03/2023

ASSIGNED FOR ALL PURPOSES TO
Judge Frank Roesch
Department 17

1 Plaintiffs FRANK CIGLAR (hereinafter "CIGLAR"); SHARON MYDUNG NGUYEN
2 (hereinafter "NGUYEN"); SHANNON VILLEGGIANTE (hereinafter "VILLEGGIANTE"); and
3 MARCOS RIOS (hereinafter "RIOS") on behalf of themselves and all other aggrieved employees
4 (hereinafter collectively referred to as "Plaintiffs"), and the general public, for causes of action
5 against Defendants CALIBER HOME LOANS, INC. (hereinafter "CALIBER") and DOES 1-100,
6 inclusive (hereinafter collectively referred to as "Defendants"), allege as follows:

7 JURISDICTION

8 1. This action arises out of acts, representations and events occurring throughout
9 California with respect to Plaintiffs.

10 2. Venue is appropriate in Alameda County because Defendants' employment contracts
11 with CIGLAR's and VILLEGGIANTE were made and partially performed in Alameda County;
12 Defendants have an obligation and liability to pay CIGLAR and VILLEGGIANTE unpaid wages
13 earned working in Alameda County; and Plaintiffs are informed and believe that other Labor Code
14 Private Attorneys General Act of 2004 ("PAGA") aggrieved employees worked for Defendants in
15 Alameda County.

16 3. Whenever in this Complaint reference is made to any act, deed, or conduct of
17 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
18 one or more of their officers, directors, agents, employees, or representatives, who were actively
19 engaged in the management, direction, control, or transaction of the ordinary business and affairs of
20 Defendants.

21 4. Plaintiffs are ignorant of the true names and capacities, whether individual,
22 corporate, associate or otherwise, of the Defendants sued herein as DOES 1-100, inclusive and
23 therefore sues said Defendants (the "Doe Defendants") by such fictitious names. Plaintiffs will
24 amend this Complaint to plead the true names and capacities of the Doe Defendants at such
25 time as the identities of the Doe Defendants have been ascertained.

26 5. Plaintiffs are informed and believe, and thereon allege, that Defendants CALIBER
27 and DOES 1-100, inclusive, are the partners, agents, or principals and co-conspirators of
28 Defendants, and of each other; that named Defendants and the Doe Defendants performed the acts

1 and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly
2 acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the
3 named Defendants and Doe Defendants are liable to Plaintiff to the extent of the liability of the
4 Defendants as alleged herein.

5 6. Plaintiffs are further informed and believe, and thereon allege, that at all times herein
6 material, CALIBER and entity Doe Defendants were completely dominated and controlled by
7 unknown Doe Defendants, and each was the alter ego of the other in a single enterprise. At those
8 times, a unity of interest and ownership between CALIBER and entity Doe Defendants on the one
9 hand, and unknown Doe Defendants on the other hand existed such that the separate personalities
10 of these entities did not in reality exist. Additionally, Plaintiffs would suffer an inequitable harm if
11 the actions of CALIBER and entity Doe Defendants were not treated as the acts of all Defendants.
12 Plaintiffs are further informed and believe, and thereon allege, that at all relevant times to this action
13 CALIBER and entity Doe Defendants, *inter alia*, failed to observe the requisite entity formalities,
14 were inadequately capitalized, and their ownership and control were inappropriately concentrated
15 in Doe Defendants.

16 7. Plaintiffs are further informed and believe, and thereon allege, that at all times herein
17 material, each defendant, was completely dominated and controlled by its co-defendants and each
18 was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any
19 conduct by Defendants, such allegations and references shall also be deemed to mean the conduct
20 of each of the Defendants, acting individually, jointly and severally. Whenever and wherever
21 reference is made to individuals who are not named as defendants in this Complaint, but were
22 employees or agents of, such individuals at all relevant times acted on behalf of Defendants named
23 in this Complaint within the scope of their respective employments.

24 8. Whenever and wherever reference is made in this Complaint to any conduct by a
25 defendant or Defendants, such allegations and references shall also be deemed to mean the conduct
26 of each of the Defendants, acting individually, jointly and severally. Whenever and wherever
27 reference is made to individuals who are not named as defendants in this Complaint, but were
28 employees or agents of, such individuals at all relevant times acted on behalf of Defendants named

1 in this Complaint within the scope of their respective employments.

2 **GENERAL ALLEGATIONS**

3 9. CALIBER is a Texas foreign corporation in the mortgage lending and servicing
4 business. Defendants employed Plaintiffs in California. In or around April 2013, Defendants hired
5 RIOS, who was a resident of Alameda County and employed as a branch manager at all relevant
6 times. Defendants hired NGUYEN, a resident of San Francisco County at all relevant times, on or
7 about April 28, 2017. Defendants hired VILLEGGIANTE, a resident of Alameda County at all
8 relevant times, on or about April 15, 2019. Defendants hired CIGLAR, a resident of Alameda
9 County at all relevant times, on or about March 29, 2021. Defendants employed NGUYEN,
10 VILLEGGIANTE, and CIGLAR as mortgage loan officers.

11 10. Under Defendants' Variable Pay Plan, Defendants generally only paid Plaintiffs a
12 recoverable draw and incentive compensation which Defendants called "commission(s)" (hereafter
13 referred to as "commission(s)" only for the purpose of identifying certain wages at issue). Plaintiffs
14 allege that these variable pay incentive wages were not legally "commission(s)" within the meaning
15 of the Industrial Welfare Commission wage orders and Labor Code section 204.1 because Plaintiffs
16 were involved principally in rendering Defendants' service, not selling Defendants' product or
17 service. Plaintiffs spent most of their work hours inside Defendants' offices or Plaintiffs' home
18 offices performing the production work of Defendants who are engaged in selling or brokering
19 mortgage loan products. The production work includes working on paperwork, collecting financial
20 information, giving product advice, and customer service for mortgage customers. RIOS performed
21 some management duties in addition to the production work rendering Defendants' service.

22 11. Defendants calculated "commission(s)" using percentage basis points ("bps") on the
23 funded loan volume Plaintiffs originated in a calendar month.

24 12. Defendants' policy and practice was to pay Plaintiffs "commission(s)" earned in a
25 calendar month only on approximately the 15th day of the next month. Defendants also elected to
26 use a semimonthly pay period schedule in which Defendants paid Plaintiffs approximately on the
27 15th calendar day of each month and a second time in the closing days of that month. Defendants
28 never paid Plaintiffs "commission(s)" on the second pay date of each month for the second pay

1 period of each month and California law prohibited Plaintiffs from reassigning wages actually paid
2 to Plaintiffs for the first pay period to the second pay period of each month.

3 13. Plaintiffs are informed and believe that the draw Defendants paid Plaintiffs was
4 equivalent to approximately the minimum wage or less for only 40 hours per workweek. However,
5 Plaintiffs estimate that they worked an average of approximately up to 65 hours per workweek. As
6 a result, Defendants did not pay Plaintiffs at least minimum wage or anything at all for many hours
7 Plaintiffs worked each workweek in most pay periods, including for all the second pay periods
8 Defendants paid at the end of the month without any “commission(s).”

9 14. Defendants also failed to pay Plaintiffs overtime rates for overtime hours that
10 Plaintiffs worked by paying nothing for overtime hours in the pay periods where Defendants paid
11 Plaintiffs draws and by only paying the regular “commission(s)” rate in pay periods where
12 Defendants paid Plaintiffs “commission(s).”

13 15. With respect to only RIOS, Defendants also paid RIOS a salary which was less than
14 two times the applicable minimum wage for 40 hours per workweek, in addition to “commission(s).”
15 As a result of Defendants paying RIOS only an insufficient salary rate and “commission(s),” and
16 paying CIGLAR, NGUYEN, AND VILLEGIANTE only “commission(s),” in addition to their
17 duties not satisfying the tests for exemption, Plaintiffs were all nonexempt.

18 16. Defendants also did not pay Plaintiffs rest period and nonproductive time wages
19 separate from and in addition to the draws and “commission(s)” paid. Caliber also failed to permit
20 Plaintiffs to take off duty 10-minute rest periods.

21 17. Defendants failed to provide Plaintiffs 30-minute off duty uninterrupted meal periods
22 and failed to pay missed meal period wage premiums to Plaintiffs. Plaintiffs usually ate lunch while
23 working or took a meal period shorter than 30 minutes. Defendants also failed to keep time records
24 showing when Plaintiffs began and ended each work period, including meal periods. Further,
25 Plaintiffs are informed and believe that Defendants declined to keep accurate time records of
26 Plaintiffs’ work periods or even advise Plaintiffs that they were required, and allowed, to take 30-
27 minute off duty uninterrupted meal periods because Defendants only paid Plaintiffs the draws and
28

1 “commission(s)”, or an insufficient salary and “commission(s)” to RIOS, regardless of how many
2 hours Plaintiffs worked.

3 18. As a result of the unpaid wages alleged above and other facts to be discovered,
4 Defendants failed to timely pay Plaintiffs all earned wages twice per calendar month.

5 19. Also, as a result of all the allegations above and other facts to be discovered,
6 Defendants failed to provide Plaintiffs compliant wage statements because the wage statements do
7 not contain all legally required information including, but not limited to, gross wages earned, total
8 hours actually worked, all applicable hourly rates in effect and the corresponding number of hours
9 worked at each hourly rate, the total hours of compensable rest periods, the rest periods rate of
10 compensation, the gross paid rest period wages, the total hours of other nonproductive time, the rate
11 of nonproductive time compensation, the gross nonproductive time wages paid during each pay
12 period, etc. As a further result, Defendants failed to keep all required personnel and payroll records
13 for Plaintiffs.

14 20. Additionally, Defendants failed to indemnify Plaintiffs for all necessary expenditures
15 or losses incurred in direct consequence of carrying out Plaintiffs’ duties and obedience to
16 Defendants. For example, Defendants deducted customers’ appraisal fees and other losses from
17 Plaintiffs’ earned “commission(s).” Defendants also implemented a policy and practice of having
18 Plaintiffs submit necessary business expenses which Plaintiffs paid for or incurred such as for
19 marketing expenses or mileage, to Defendants in an expense tracking program called Concur. Then
20 Defendants made payments to Plaintiffs for the expenses using deductions from Plaintiffs’ earned
21 “commission(s)” for 75 percent of the submitted expenses and only 25 percent of the expenses up
22 to a cap using Defendants’ money. Defendants did not have any written signed “commission(s)”
23 agreements with Plaintiffs that detailed or authorized calculating or deducting Plaintiffs’ earned
24 “commissions(s)” in this manner. These deductions also constituted withholding a part of the
25 “commission(s)” wages agreed upon.

26 21. In or around May 2022, CIGLAR and VILLEGGIANTE gave Defendants a 30-day
27 notice of their intent to resign. However, Defendants intentionally terminated CIGLAR and
28 VILLEGGIANTE on the spot before several loans funded to avoid paying them “commission(s)”

1 even though CIGLAR and VILLEGGIANTE were not required to complete any additional action
2 other than remain employed to vest the right to receive the “commission(s).” Further, Plaintiffs are
3 informed and believe that Defendants also delayed the funding of loans to avoid paying Plaintiffs
4 “commission(s)” on those completed loans.

5 22. NGUYEN’s and RIOS’s employment for Defendants also ended in or around May
6 2022. Defendants willfully delayed several weeks after Plaintiffs’ employment ended before paying
7 Plaintiffs earned and vested “commission(s)” on funded loans. Plaintiffs are informed and believe
8 there are many other aggrieved employees whose employment also ended. Defendants failed to pay
9 all earned wages to terminated Plaintiffs on the same day as the termination and quitting Plaintiffs
10 no later than 72 hours later unless they gave 72 hours of notice. More than 30 days have passed
11 since Defendants have willfully failed to pay Plaintiffs all their earned unpaid wages described
12 above and yet to be discovered. Further, Defendants have failed to pay Plaintiffs the 30 days of daily
13 wages as a waiting time penalty which Plaintiffs are now entitled to.

14 23. Defendants’ violations were all knowing and willful in disregard of the Labor Code
15 and Industrial Welfare Commission (“IWC”) Wage Orders. Accordingly, Plaintiffs are entitled to
16 recovery of civil penalties pursuant to various regulations and statutes including, but not limited to,
17 IWC Wage Order 4-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including,
18 but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212,
19 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233,
20 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175,
21 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699,
22 2699.3, 2699.5, 2751, and 2802 et al.

23 24. On February 3, 2023, Plaintiffs filed a Private Attorneys General Act (“PAGA”)
24 claim notice with the Labor and Workforce Development Agency (“LWDA”) served it to all named
25 Defendants via certified mail. The LWDA issued the case number LWDA-CM-933831-23. More
26 than 65 days have passed since Plaintiffs filed and served their PAGA claim notice. See a true and
27 correct copy of the PAGA claim notice letter attached hereto as Exhibit 1.

FIRST CAUSE OF ACTION
(Failure to Pay Wages – LC §§ 1194 and 226.2)
(By all Plaintiffs Against all Defendants)

25. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this section as though fully set forth herein.

26. Pursuant to Labor Code section 200(a), “‘Wages’ includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard time, task, piece, commission basis, or other method of calculation.” Pursuant to Labor Code section 1197, “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

27. Labor Code section 1194(a), provides that, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Pursuant to Labor Code section 1194.2, “... an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.” Labor Code section 1197.1 specifically states, in part, as follows: “Any employer or other person acting either individually or as an officer, agent, or employee of another person who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203[.]”

28. Pursuant to the Industrial Welfare Commission Wage Orders including, but not limited to, Wage Order 4-2001, and Labor Code sections 200, 500, 510, 558.1, and 1198, Defendants were required to compensate Plaintiffs for all overtime, which must be calculated at a minimum of one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) hours in one workday and forty (40) hours in any one workweek, and for the first eight (8) hours on the seventh consecutive workday in any one workweek; with double (2) time after eight (8) hours on

1 the seventh day of any workweek, or after twelve (12) hours in any workday.

2 29. Labor Code section 204(a) states that, “All wages, other than those mentioned in
3 section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
4 payable twice during each calendar month, on days designated in advance by the employer as the
5 regular paydays.”

6 30. Pursuant to Labor Code section 204.1, “Commission wages are compensation paid
7 to any person for services rendered in the sale of such employer’s property or services and based
8 proportionately upon the amount or value thereof.”

9 31. Plaintiffs were all non-exempt. Plaintiffs were involved principally in rendering
10 Defendants’ service, not selling Defendants’ product or service. Plaintiffs spent most of their work
11 hours inside Defendants’ offices or Plaintiffs’ home offices performing the production work of
12 Defendants who are engaged in selling or brokering mortgage loan products. The production work
13 included working on paperwork, collecting financial information, giving advice, and customer
14 service for mortgage customers. RIOS performed some management duties. However, Plaintiffs are
15 informed and believe that Defendants generally only paid Plaintiffs a recoverable draw based on
16 approximately the minimum wage for 40 hours per workweek and incentive compensation which
17 Defendants called “commission(s)” for all of that work regardless of how many hours Plaintiffs
18 worked. Further Defendants paid Plaintiffs semimonthly, and only paid Plaintiffs “commission(s)”
19 on the first pay date of the month for the first pay period of the month approximately on the 15th of
20 the month for “commission(s)” earned in the prior calendar month. Defendants also paid RIOS a
21 salary that was insufficient to satisfy an exemption.

22 32. As a result, Defendants failed to pay Plaintiffs anything including minimum wage,
23 much less overtime rates, for all overtime hours worked for the second pay period on the second
24 pay date each month because California law prohibited Defendants from reassigning
25 “commission(s)” from the first pay date and pay period to satisfy minimum wage requirements or a
26 commission overtime exemption. Further, Defendants failed to pay Plaintiffs the overtime rate
27 portion on any “commission(s)” paid for the first pay period on the first pay date of each month
28 because Plaintiffs were at all times non-exempt employees who did not even qualify for an overtime

1 exemption in any pay period based on Plaintiffs' principal job duties and in RIOS's case also based
2 on his insufficient salary rate.

3 33. Plaintiffs estimate that Plaintiffs worked an average of approximately up to 65 hours
4 per workweek. Plaintiffs were entitled to at least minimum wage for all hours worked and the
5 minimum applicable overtime rates for overtime hours worked. Defendants never timely paid
6 Plaintiffs those earned wages for an average of approximately up to 25 hours per workweek.

7 34. Defendants also unlawfully deducted customers' appraisal fees and other necessary
8 business expenses and losses from Plaintiffs' earned "commission(s)" in violation of Labor Code
9 sections 222, 2751, and 2802.

10 35. Pursuant to Labor Code section 226.2, employers must pay additional compensation
11 to employees they pay on a commission basis, separate from the commission, for rest and recovery
12 periods and other nonproductive time that the commission does not compensate. (*Armenta*, 135
13 Cal.App.4th 314, 324 [employer violated minimum wage laws by failing to pay standing wood
14 utility pole maintenance employees for nonproductive time spent driving and processing
15 paperwork]; *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal.App.4th 864, 872-873 [employer
16 alleging its system's mileage rates and activity rates for piece-rate drivers were designed to include
17 payment of expected rest periods violated California labor law because the employer "was required
18 to separately compensate for rest periods and was precluded from building compensation into its
19 mileage rates for rest periods"]; *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36,
20 40-41 [auto technicians paid under a piece-rate program with a "minimum wage floor" for repair
21 work "were entitled to separate hourly compensation for time spent waiting for repair work or
22 performing other non-repair tasks directed by the employer during their work shifts"; *Vaquero*, 9
23 Cal.App.5th 98, 110-111 [the requirement of separately compensating employees for all time
24 "applies equally to commissioned employees, employees paid by piece rate, or any other
25 compensation system that does not provide compensation for rest breaks and other nonproductive
26 time"].)

27 36. Plaintiffs are informed and believe that Defendants failed to ever pay Plaintiffs
28 wages separately from the draws or "commission(s)" for rest and recovery periods and other

1 nonproductive time.

2 37. Accordingly, Plaintiffs are entitled to recover the unpaid wages including, but not
3 limited to, regular, overtime, rest and recovery period, and nonproductive time wages; liquidated
4 damages equal to the unpaid wages; interest; penalties; attorneys' fees; and costs pursuant to Labor
5 Code sections 201, 202, 203, 204, 204.1, 210, 215, 218.5, 218.6, 222, 510, 226.2, 558.1, 1182.11,
6 1182.12, 1194, 1194.2, 1194.3, 1197.1, 2751, 2802, Civil Code section 3289, and the Industrial
7 Welfare Commission's Wage Orders including, but not limited to, Wage Order 4-2001 sections 3,
8 4, and 7.

9 **SECOND CAUSE OF ACTION**

10 **(Failure to Provide Meal Periods or Pay Missed Meal Period Wages – LC §§ 226.7 and 512)**

11 **(By all Plaintiffs Against all Defendants)**

12 38. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
13 section as though fully set forth herein.

14 39. Pursuant to Labor Code sections 226.7, 512, and the Industrial Welfare Commission
15 Wage Orders, uninterrupted off duty meal periods of thirty (30) minutes are required for all non-
16 exempt employees before exceeding a work period of five (5) hours in a work period, except that
17 when a work period of not more than six (6) hours will complete the day's work then the meal period
18 may be waived by written mutual consent of the employer and employee. An employer may not
19 employ an employee for a work period of more than 10 hours per day without providing the
20 employee with a second uninterrupted off duty meal period of not less than 30 minutes, except that
21 if the total hours worked is no more than 12 hours, the second meal period may be waived by written
22 mutual consent of the employer and the employee only if the first meal period was not waived. The
23 Industrial Welfare Commission Wage Orders including, but not limited to, Wage Order 4-2001
24 section 7, require employers to keep time records showing when employees begin and end each
25 work period, including meal periods.

26 40. Pursuant to Labor Code section 226.7, an employer who fails to provide an
27 uninterrupted off duty meal period must pay the employee an additional one (1) hour of pay at the
28 employee's regular rate of pay for each workday a meal period is not provided.

41. Plaintiffs were non-exempt employees. Defendants maintained an unlawful policy and practice of failing to provide Plaintiffs compliant uninterrupted off duty meal periods of at least 30 minutes and failed to record any meal periods taken. Defendants never informed Plaintiffs that they had a right to receive legally compliant meal periods and never directed them to take any. Plaintiffs typically ate lunch while working or took a lunch break for less than 30 minutes. As a result, Plaintiffs estimate they missed 5 meal periods per workweek.

42. Defendants also never paid Plaintiffs an additional hour of regular rate pay for each workday with a missed meal period.

43. Accordingly, Plaintiffs seek unpaid meal period wage premium damages, interest, attorneys' fees, and costs available pursuant to the Labor Code, including but not limited to Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226.7, 512, 1194, 1194.3, Civil Code section 3289, and the Industrial Welfare Commission's Wage Orders including, but not limited to, Wage Order 4-2001 sections 7 and 11.

THIRD CAUSE OF ACTION

(Waiting Time Penalties – LC § 203)

(By all Plaintiffs Against all Defendants)

44. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this section as though fully set forth herein.

45. Pursuant to Labor Code sections 201 through 203, employers are required to pay employee all earned wages at the time of resignation if the employee provides at least 72 hours of notice or at the time of termination if the employer terminates the employment, or within 72 hours if an employee does not provide advanced notice of the resignation.

46. The employment of CIGLAR, NGUYEN, and VILLEGGINTE ended in or around May 2022. Plaintiffs are informed and believe that other Plaintiffs' employment with Defendants has also ended. Defendants failed to timely pay Plaintiffs all their earned wages alleged throughout this pleading, when their employment ended, or within 72 hours thereafter, and continue to fail to pay those earned unpaid wages. This entitles Plaintiffs to an additional 30 days of daily wages as a waiting time penalty pursuant to Labor Code section 203.

47. Accordingly, Plaintiffs seek damages, interest, penalties, attorneys' fees, and costs pursuant to Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 222, 226.7, 510, 512, 1194, 1194.3, 1197.1, 2751, 2802, Civil Code section 3289, and the Industrial Welfare Commission's Wage Orders including, but not limited to, Wage Order 4-2001 sections 3, 4, 7, and 11.

FOURTH CAUSE OF ACTION

(Failure to Indemnify or Reimburse Business Expenses – LC § 2802)

(By all Plaintiffs Against all Defendants)

48. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this section as though fully set forth herein.

49. Labor Code section 2802 provides that, “(a) An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. (b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss. (c) For purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

50. Defendants failed to indemnify Plaintiffs for all necessary expenditures or losses including, but not limited to, customers' appraisal fees that Defendants deducted from Plaintiffs' earned "commission(s)." As a result, Plaintiffs suffered financial losses for Defendants' benefit.

51. Accordingly, Plaintiffs seeks unpaid reimbursement for business expenses, plus interest, attorneys' fees, and costs pursuant to Labor Code sections 558.1 and 2802, Civil Code section 3289, and the Industrial Welfare Commission Wage Orders.

FIFTH CAUSE OF ACTION

(Failure to Provide Proper Wage Statements and Keep Records – LC § 226)

(By all Plaintiffs Against all Defendants)

1 52. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
2 section as though fully set forth herein.

3 53. Labor Code section 226(a) states in pertinent part, as follows: “[a]n employer,
4 semimonthly or at the time of each payment of wages, shall furnish to his or her employee ... an
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
6 the employee ..., (5) net wages earned ..., and (9) all applicable hourly rates in effect during the
7 pay period and the corresponding number of hours worked at each hourly rate by the employee...”

8 54. Pursuant to Labor Code section 226.2(a), itemized wage statements for nonexempt
9 employees paid on a commission basis must also include, “The total hours of compensable rest and
10 recovery periods, the rate of compensation, and the gross wages paid for those periods during the
11 pay period.” Additionally, the itemized wage statements must include, “the total hours of other
12 nonproductive time, ... the rate of compensation, and the gross wages paid for that time during the
13 pay period.”

14 55. Labor Code section 1174 and Wage Order 4-2001 section 7 also require employers
15 to maintain time records, including for all meal periods taken, payroll records, and commission
16 amounts earned.

17 56. Labor Code section 226(e) provides that, “[a]n employee suffering injury as a result
18 of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
19 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
20 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
21 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
22 an award of costs and reasonable attorney's fees.”

23 57. Defendants failed to provide Plaintiffs with compliant wage statements that
24 accurately reflected information including, but not limited to, for total hours worked, gross wages
25 earned, overtime hours worked, rate of pay for all the respective regular and overtime hours worked,
26 total hours of rest periods, the rate of pay for rest periods, gross wages for rest periods, total hours
27 of other nonproductive time, rate of pay for nonproductive time, and gross wages for nonproductive
28 time. Plaintiffs are informed and believe that Defendants also failed to keep accurate payroll and

1 time records for the required time.

2 58. Defendants knowingly and intentionally failed to comply with Labor Code sections
3 226(a) and 226.2(a), as delineated above. As a result, Defendants are liable for damages and
4 penalties owed to Plaintiffs as specified in Labor Code section 226(e)(1).

5 59. Accordingly, Plaintiffs seek damages, interest, penalties, attorneys' fees, and costs
6 available pursuant to Labor Code section 226, 226.2, 246, 1174, and the Industrial Welfare
7 Commission Wage Orders.

8 **SIXTH CAUSE OF ACTION**

9 **(Unfair Business Practices – BPC § 17200)**

10 **(By all Plaintiffs Against all Defendants)**

11 60. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
12 section as though fully set forth herein.

13 61. The acts, omissions, and practices of Defendants as alleged throughout this
14 Complaint for violations of the Labor Code constitute unlawful and unfair business acts and
15 practices within the meaning of sections 17200, et seq. of the Business & Professions Code.

16 62. Plaintiffs are informed and believe Defendants have engaged in “unlawful” business
17 acts and practices through all of Defendants’ unlawful wage and hour practices alleged in this
18 pleading including, but not limited to, failure to pay wages for all hours worked including minimum
19 wages, failure to pay overtime rates and overtime wages, deduction of losses from wages, failure to
20 pay rest period wages, failure to pay other nonproductive time wages, failure to pay earned wages
21 timely twice per month, failure to provide meal periods, failure to pay wage premiums for missed
22 meal periods, failure to provide compliant wage statements and keep records, failure to indemnify
23 or reimburse business expenses, failure to pay all earned wages at the termination of the employment
24 relationship, etc. These failures are all in violation of the statutes and regulations referenced
25 throughout this Complaint, and in violation of other laws.

26 63. Defendants’ “unfair” business acts and practices, alleged above, caused harm to
27 Plaintiffs and many other employees at many mortgage loan office locations in California, which
28 outweighs the utility of such conduct. Such conduct offends public policy, is unethical and

1 dishonest, caused substantial injury to Defendants' current and former employees, and provides
2 Defendants with an unfair competitive advantage over those employers that abide by the law.

3 64. As a result of the conduct described above, Defendants have been and will be
4 unjustly enriched at the expense of Defendants' current and former employees. Specifically,
5 Defendants have been unjustly enriched by the retention of a significant sum of dollars in Plaintiffs'
6 earned wages wrongfully withheld by Defendants.

7 65. Pursuant to section 17203 of the Business & Professions Code, Plaintiffs request
8 that this Court order Defendants to disgorge all ill-gotten gains and award Plaintiffs full restitution
9 of all monies wrongfully acquired by Defendants by such "unfair" business act and practices as
10 outlined herein above, plus interest and attorneys' fees pursuant to, *inter alia*, section 1021.5 of the
11 Code of Civil Procedure. Plaintiffs additionally request that such funds be impounded by the Court
12 or that an asset freeze or constructive trust be imposed upon such revenues and profits to avoid
13 dissipation and or fraudulent transfers or concealment of such monies by Defendants. Plaintiffs may
14 be irreparably harmed or denied an effective and complete remedy if such an order is not granted.

15 66. Pursuant to section 17203 of the Business & Professions Code, Plaintiffs further
16 seek an order of this Court for equitable or injunctive relief in the form of requiring Defendants to
17 correct their unfair business acts and practices.

18 67. Accordingly, Plaintiffs seeks injunctive relief, restitution, damages, interest,
19 penalties, attorneys' fees, and costs available pursuant to the Labor Code, Business & Professions
20 Code, and the Industrial Welfare Commission Wage Orders.

21 **SEVENTH CAUSE OF ACTION**

22 **(Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 [PAGA] –**
23 **LC § 2699)**

24 **(By all Plaintiffs Against all Defendants)**

25 68. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
26 section as though fully set forth herein.

27 69. Labor Code section 2699(a) states that, "Notwithstanding any other provision of
28 law, any provision of this code that provides for a civil penalty to be assessed and collected by the

1 Labor and Workforce Development Agency or any of its departments, divisions, commissions,
2 boards, agencies, or employees, for a violation of this code, may, as an alternative be recovered
3 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
4 current or former employees pursuant to the procedures specified in Section 2699.3.”

5 70. Labor Code section 2699(f)(2) states that, “For all provisions of this code except
6 those for which a civil penalty is specifically provided, there is established a civil penalty for a
7 violation of these provisions, as follows... (2) If, at the time of the alleged violation, the person
8 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
9 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
10 employee per pay period for each subsequent violation.”

11 71. As a result of the acts alleged throughout this Complaint, Plaintiffs bring this action
12 on Plaintiffs own behalf, and in Plaintiffs’ representative capacity on behalf of all aggrieved
13 employees who are current or former employees of Defendants, for civil penalties pursuant to
14 various regulations and statutes including, but not limited to, the IWC Wage Orders such as Wage
15 Order 4-2001 sections 3, 4, 7, 11, 12, 20; and pursuant to Labor Code sections including, but not
16 limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216,
17 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5,
18 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12,
19 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5,
20 2751, and 2802 et al.

21 72. Plaintiffs are informed and believe Defendants employed Plaintiffs and engaged in
22 “unlawful” wage and hour practices against Plaintiffs during the statute of limitations period as
23 alleged in this pleading in violation of the Wage Orders and Labor Code including, but not limited
24 to, for failure to pay wages for all hours worked including minimum wages, failure to pay overtime
25 rates and overtime wages, deduction of losses from wages, failure to pay rest period wages, failure
26 to pay other nonproductive time wages, failure to pay earned wages timely twice per month, failure
27 to provide meal periods, failure to pay wage premiums for missed meal periods, failure to provide
28 compliant wage statements and keep records, failure to indemnify or reimburse business expenses,

1 failure to pay all earned wages at the termination of the employment relationship, etc.

2 73. These violations of the Wage Orders and Labor Code are all subject to civil penalties
3 for each of the Plaintiffs for each pay period where violations occurred during the statute of
4 limitations period in the amount indicated by the specific statute violated or failures are all in
5 violation of the statutes and regulations referenced throughout this Complaint, and in violation of
6 other laws.

7 74. Plaintiffs, as representatives of California, seek to recover all specifically
8 enumerated Labor Code and Wage Order civil penalties as well as Labor Code section 2699(f)(2)
9 civil penalties for violations of Labor Code sections that do not contain a specific civil penalty
10 amount for violations. On February 3, 2023, Plaintiffs filed and served a PAGA claim notice. The
11 LWDA issued the case number LWDA-CM-933831-23. See a true and correct copy of the PAGA
12 claim notice letter attached hereto as Exhibit 1. More than 65 days have passed since Plaintiffs filed
13 and served their PAGA claim notice.

14 75. Plaintiffs also seek attorney fees and costs of pursuant to Labor Code section
15 2699(g).

16 **EIGHTH CAUSE OF ACTION**

17 **(Wrongful Discharge in Violation of Public Policy)**

18 **(By Frank Ciglar and Shannon Villeggiante Against all Defendants)**

19 76. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
20 section as though fully set forth herein.

21 77. Discharging an employee to avoid paying commissions, vacation pay, or other
22 amounts due the employee violates a fundamental public policy of California and is actionable as a
23 wrongful discharge in violation of public policy.

24 78. CIGLAR and VILLEGGIANTE gave Defendants a 30-day notice of their intent to
25 resign in or around May 2022. CIGLAR and VILLEGGIANTE are informed and believe that
26 Defendants intentionally and immediately terminated CIGLAR and VILLEGGIANTE on that same
27 day of the notice to avoid paying CIGLAR and VILLEGGIANTE “commission(s)” before several
28 loans funded instead of allowing CIGLAR and VILLEGGIANTE to continue employment for the

1 30 days noticed and receive those “commission(s)”. CIGLAR and VILLEGGIANTE performed all
2 the work required on certain mortgage loans to earn “commission(s)”. CIGLAR and
3 VILLEGGIANTE were not required to complete any additional action other than remain employed
4 to vest the right to receive the “commission(s)” under Defendants’ policy. Further, CIGLAR and
5 VILLEGGIANTE are informed and believe that Defendants also delayed the funding of loans to
6 avoid paying Plaintiffs “commission(s)” on those completed loans under the terms of Defendants’
7 policy.

8 79. As a proximate and direct result of Defendants wrongfully discharging CIGLAR
9 and VILLEGGIANTE, CIGLAR and VILLEGGIANTE have suffered economic damages
10 equivalent to the amount of “commission(s)” that Defendants would have paid CIGLAR and
11 VILLEGGIANTE if CIGLAR and VILLEGGIANTE remained employed by Defendants for
12 another 30 days. CIGLAR and VILLEGGIANTE also suffered emotional distress.

13 **PRAYER**

14 WHEREFORE, Plaintiff prays for judgment against Defendants in an amount exceeding
15 \$25,000 as follows:

- 16 1. For compensatory damages in an amount to be proven at trial;
- 17 2. For liquidated damages in an amount to be proven at trial;
- 18 3. For penalties in an amount to be proven at trial;
- 19 4. For civil penalties in an amount to be proven at trial;
- 20 5. For attorneys’ fees in an amount to be proven at trial;
- 21 6. For costs of suit in an amount to be proven at trial;
- 22 7. For interest;
- 23 8. For restitution;
- 24 9. For injunctive relief;
- 25 10. For declaratory relief; and
- 26 11. For such other and further and relief as the court may deem just and proper.

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Date: 04/17/2023

Respectfully submitted,



Jason Whooper (SBN 279972)
W LAW
Counsel for Plaintiffs

EXHIBIT 1

February 3, 2023

UPLOADED VIA DIR WEBSITE

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
dir.ca.gov

W LAW
1916 3rd Ave
San Diego, CA 92101
Tel: (619) 432-2836
Fax: (619) 717-2111
Email: info@wlawinc.com

Re: *Frank Ciglar; Sharon Mydung Nguyen; and Shannon Villeggiante v. Caliber Home Loans, Inc.; and Does 1-100, inclusive*

To Whom It May Concern:

I, Jason Whooper, of the law firm W Law, represent Plaintiffs FRANK CIGLAR (hereinafter "CIGLAR"); SHARON MYDUNG NGUYEN (hereinafter "NGUYEN"); and SHANNON VILLEGGIANTE (hereinafter "VILLEGGIANTE") on behalf of themselves and all other aggrieved employees (hereinafter collectively referred to as "Plaintiffs"), who are either former or current employees of CALIBER HOME LOANS, INC. (hereinafter "CALIBER") and DOES 1-100, inclusive (all of whom are also hereinafter collectively referred to as "Defendants").

Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendants' various Labor Code violations and our intent to recover statutory penalties under the Labor Code Private Attorney General Act ("PAGA") of 2004. The \$75 filing fee payment will be made with the filing of this PAGA notice letter.

GENERAL ALLEGATIONS

CALIBER is a Texas foreign corporation in the mortgage lending business. Defendants employed Plaintiffs as loan officers in California. Defendants hired NGUYEN, a resident of San Francisco County at all relevant times, on or about April 28, 2017. Defendants hired VILLEGGIANTE, a resident of Alameda County at all relevant times, on or about April 15, 2019. Defendants hired CIGLAR, a resident of Alameda County at all relevant times, on or about March 29, 2021.

Under Defendants' Variable Pay Plan, Defendants generally only paid Plaintiffs a recoverable draw and incentive compensation which Defendants called "commission(s)" (hereafter referred to as "commission(s)") only for the purpose of identifying certain wages at issue). Plaintiffs allege that these variable pay incentive wages were not legally "commission(s)" within the meaning of the Industrial Welfare Commission wage orders and Labor Code section 204.1 because Plaintiffs were involved principally in rendering Defendants' service, not selling Defendants' product or service. Plaintiffs spent most of their work hours inside Defendants' offices or Plaintiffs' home offices performing the production work of Defendants who are engaged in selling or brokering mortgage loan products. The production work includes working on paperwork, collecting financial information, giving product advice, and customer service for mortgage customers. As a result, Plaintiffs were nonexempt.

Defendants calculated “commission(s)” using percentage basis points (“bps”) on the funded loan volume Plaintiffs originated in a calendar month.

Defendants’ policy and practice was to pay Plaintiffs “commission(s)” earned in a calendar month only on approximately the 15th day of the next month. Defendants also elected to use a semimonthly pay period schedule in which Defendants paid Plaintiffs approximately on the 15th calendar day of each month and a second time in the closing days of that month. Defendants never paid Plaintiffs “commission(s)” on the second pay date of each month for the second pay period of each month and California law prohibited Plaintiffs from reassigning wages actually paid to Plaintiffs for the first pay period to the second pay period of each month.

Plaintiffs are informed and believe that the draw Defendants paid Plaintiffs was equivalent to approximately the minimum wage or less for only 40 hours per workweek. However, Plaintiffs estimate that they worked an average of approximately up to 65 hours per workweek. As a result, Defendants did not pay Plaintiffs at least minimum wage or anything at all for many hours Plaintiffs worked each workweek in most pay periods, including for all the second pay periods Defendants paid at the end of the month without any “commission(s)”.

Defendants also failed to pay Plaintiffs overtime rates for overtime hours that Plaintiffs worked by paying nothing for overtime hours in the pay periods where Defendants paid Plaintiffs draws and by only paying the regular “commission(s)” rate in pay periods where Defendants paid Plaintiffs “commission(s)”.

Defendants also did not pay Plaintiffs rest period and nonproductive time wages separate from and in addition to the draws and “commission(s)” paid. Caliber also failed to permit Plaintiffs to take off duty 10-minute rest periods.

Defendants failed to provide Plaintiffs 30-minute off duty uninterrupted meal periods and failed to pay missed meal period wage premiums to Plaintiffs. Plaintiffs usually ate lunch while working or took a meal period shorter than 30 minutes. Defendants also failed to keep time records showing when Plaintiffs began and ended each work period, including meal periods. Further, Plaintiffs are informed and believe that Defendants failed to keep accurate time records of Plaintiffs’ work periods or even advise Plaintiffs that they were required, and allowed, to take 30-minute off duty uninterrupted meal periods because Defendants only paid Plaintiffs the draws and “commission(s)” regardless of how many hours Plaintiffs worked.

As a result of the unpaid wages alleged above and other facts to be discovered, Defendants failed to timely pay Plaintiffs all earned wages twice per calendar month.

Also, as a result of all the allegations above and other facts to be discovered, Defendants failed to provide Plaintiffs compliant wage statements because the wage statements do not contain all legally required information including, but not limited to, gross wages earned, total hours actually worked, all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate, the total hours of compensable rest periods, the rest periods rate of compensation, the gross paid rest period wages, the total hours of other nonproductive time, the rate of nonproductive time compensation, the gross nonproductive time wages paid during each pay period, etc. As a further result, Defendants failed to keep all required personnel and payroll records for Plaintiffs.

Additionally, Defendants failed to indemnify Plaintiffs for all necessary expenditures or losses incurred in direct consequence of carrying out Plaintiffs' duties and obedience to Defendants. For example, Defendants deducted customers' appraisal fees and other losses from Plaintiffs' earned "commission(s)." Defendants also implemented a policy and practice of having Plaintiffs submit necessary business expenses which Plaintiffs paid for or incurred such as for marketing expenses or mileage, to Defendants in an expense tracking program called Concur. Then Defendants made payments to Plaintiffs for the expenses using deductions from Plaintiffs' earned "commission(s)" for 75 percent of the submitted expenses and only 25 percent of the expenses up to a cap using Defendants' money. Defendants did not have any written signed "commission(s)" agreements with Plaintiffs that detailed or authorized calculating or deducting Plaintiffs' earned "commissions(s)" in this manner. These deductions also constituted withholding a part of the "commission(s)" wages agreed upon.

In or around May 2022, CIGLAR and VILLEGIANTE gave Defendants a 30-day notice of their intent to resign. However, Defendants intentionally terminated CIGLAR and VILLEGIANTE on the spot before several loans funded to avoid paying them "commission(s)" even though CIGLAR and VILLEGIANTE were not required to complete any additional action other than remain employed to vest the right to receive the "commission(s)". Further, Plaintiffs are informed and believe that Defendants also delayed the funding of loans to avoid paying Plaintiffs "commission(s)" on those completed loans.

NGUYEN's employment for Defendants also ended in or around May 2022. Defendants willfully delayed several weeks after Plaintiffs' employment ended before paying Plaintiffs earned and vested "commission(s)" on funded loans. Plaintiffs are informed and believe there are many other aggrieved employees whose employment also ended. Defendants failed to pay all earned wages to terminated Plaintiffs on the same day as the termination and quitting Plaintiffs no later than 72 hours later unless they gave 72 hours of notice. More than 30 days have passed since Defendants have willfully failed to pay Plaintiffs all their earned unpaid wages described above and yet to be discovered. Further, Defendants have failed to pay Plaintiffs the 30 days of daily wages as a waiting time penalty which Plaintiffs are now entitled to.

Defendants' violations were all knowing and willful in disregard of the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders. Accordingly, Plaintiffs are entitled to recovery of civil penalties pursuant to various regulations and statutes including, but not limited to, IWC Wage Order 4-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

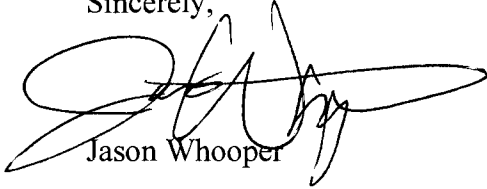
REQUEST TO THE LWDA

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the violations described or authorize Plaintiffs to do so on behalf of the State of California. If the LWDA declines to pursue enforcement, Plaintiffs intend to litigate the PAGA claim with a Superior Court action on their own behalf for their individual claims and in a representative capacity on behalf of California for

the other aggrieved employees within the statute of limitations period, for civil penalties pursuant to various regulations and statutes including, but not limited to, IWC Wage Order 4-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

If you have any questions or concerns regarding the above, please do not hesitate to contact my office. Thank you for your attention to this matter.

Sincerely,



Jason Whooper

cc:

SENT VIA CERTIFIED U.S. MAIL

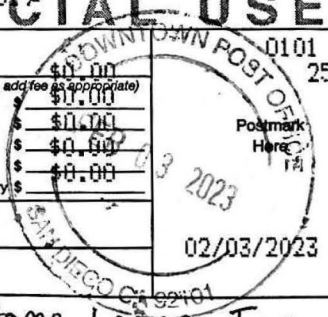
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1525 South Beltline Road
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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00



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City, State, ZIP+4® Coppell, TX 75019