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Attorneys for Plaintiff ANNIE VONG as a designated Private Attorney General, pursuant to the Private Attorney General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ANNIE VONG, as an individual and on
behalf of all similarly situated employees,

Plaintiff,

v.

PICKFORD ESCROW COMPANY, INC.;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2023-00025855-CU-OE-CTL

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/21/2023 at 11:22:58 AM
Clerk of the Superior Court
By Brandon Krause, Deputy Clerk

1 Plaintiff ANNIE VONG (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
6 herein by Defendant PICKFORD ESCROW COMPANY, INC. (“Defendant”). The term
7 “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65)
8 days prior to the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right
9 to amend this complaint to reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendant for their: (1) failure to pay all wages due, including regular and overtime
12 wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for
13 necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof,
14 (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages
15 due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both regular and overtime
19 wages;
20 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
21 wages;
22 (c) Willfully refusing to reimburse necessary business expenses;
23 (d) Willfully refusing to provide timely uninterrupted meal and rest periods or
24 adequate compensation in lieu thereof; and
25 (e) Willfully refusing to pay all wages due upon separation of employment;

26 **JURISDICTION AND VENUE**

27 4. This Court has subject matter jurisdiction over the causes of action alleged in this
28 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise

1 excluded from exercising subject matter jurisdiction over said causes of action.

2 5. Venue is proper in the County of San Diego because Defendant, transacts business
3 in this county, the obligations and liability arise in this county.

4 6. The California Superior Court has jurisdiction in the matter, because of the
5 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
6 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
7 of and/or domiciled in the County of San Diego, State of California.

8 7. Further, there is no federal question at issue as the issues herein are based solely
9 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
10 Professions Code, and California Rules of Court.

11 **THE PARTIES**

12 **Plaintiff**

13 8. Plaintiff was employed by Defendant as a non-exempt employee from in or around
14 December 2021 through on or around December 2022. At all relevant times herein, Plaintiff was
15 employed by Defendant in a paid hourly non-exempt position. Throughout the Relevant Time
16 Period, Plaintiff worked for Defendant within the County of San Diego. Plaintiff was always paid
17 an hourly wage, and was deemed a non-exempt hourly employee by Defendant.

18 **Defendant**

19 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant, is a
20 California corporation with its principal place of business in California, including San Diego
21 County. Defendant provides closing and escrow services throughout California, and was
22 Plaintiff's employer.

23 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
24 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
25 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
26 violations alleged herein. Plaintiff will amend this complaint to allege the true names and
27 capacities of the DOE Defendants when ascertained.

28 ///

1 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
2 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
3 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
4 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
5 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
6 joint employers and conspire with one another to increase profits by engaging in the conduct
7 described in this complaint.

8 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
9 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
10 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
11 below was acting, at least in part, within the course and scope of that authority as such agent,
12 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
13 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
14 are legally attributable to the other Defendants.

15 **PAGA ADMINISTRATIVE PREREQUISITE**

16 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
17 Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking
18 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
19 (“PAGA”).

20 14. Prior to filing this complaint, on April 11, 2023, Plaintiff gave written notice by
21 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
22 Defendant of the specified provisions alleged to have been violated, including the facts and
23 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
24 correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as Exhibit A.

25 15. More than sixty-five (65) days have passed since Plaintiff submitted her April 11,
26 2023, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the
27 LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
28 Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations.

1 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
2 Attorney General with regard to her April 11, 2023, PAGA notice.

3 **FACTUAL ALLEGATIONS**

4 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
5 employees the benefits due under California's wage and hour laws for work performed in
6 California. Defendant wrongfully refused to compensate its employees for minimum wages,
7 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
8 wage statements, reimbursement and pay wages owed at the end of the employment, as required
9 under California law.

10 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
11 positions throughout California. Defendant in compensated said positions at an hourly rate less
12 than twice that of the state minimum wage and such positions remained under the direct control
13 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
14 wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to
15 these non-exempt employees as required by law.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
20 who were knowledgeable about California's wage and hour laws, employment and personnel
21 practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that by not compensating its employees for all hours worked, including
24 minimum, regular, and overtime wages, for work that was required to be performed was in
25 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
26 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
27 minimum wage. Defendant also failed to pay its employees at the requisite overtime and double
28 time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

1 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
3 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
4 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
5 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
6 periods. Defendant failed or refused to provide premium compensation to Plaintiff and other non-
7 exempt hourly employees for all late meal periods, short meal periods, and all missing meal
8 periods. Additionally, Plaintiff and other non-exempt hourly employees were paid
9 nondiscretionary and incentive payments, yet Defendant failed to include these bonus and
10 incentive payments in their regular rate of pay when calculating their overtime rate. Further,
11 Defendant failed to record and/or pay Plaintiff and other non-exempt hourly employees for all
12 hours worked wherein Defendant's employees were denied pay each workday while attempting
13 to clock in for their shifts.

14 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
15 or should have known that it was required to provide its employees with itemized wage statements
16 that accurately showed their actual hours worked, total hours worked, number of hours worked at
17 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
18 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
19 employees with accurate itemized wage statements showing their rate of pay, the actual hours
20 worked, correct premium wages earned per pay period, as well as the total hours work per pay
21 period.

22 23. By failing to include on its wage statements all minimum wage and overtime and
23 double-time owed, Defendant failed to keep and provide accurate wage statements in violation of
24 the California labor code.

25 24. Defendant willfully failed to reimburse its employees for necessary business
26 expenses incurred during their employment with Defendant. Specifically, Defendant failed to
27 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
28

1 without limitation, the reimbursement of utilizing their personal cell phones in the discharge of
2 their duties.

3 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
4 or should have known that its employees were entitled to timely payment of wages due upon
5 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
6 within permissible time periods, upon separation of employment.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
9 **OVERTIME**

10 **(Plaintiff As a Private Attorney General Against All Defendants)**

11 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
12 complaint as if fully set forth herein.

13 27. Any work in excess of eight (8) hours in any workday and any work in excess of
14 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1
15 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-
16 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
17 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

18 28. Defendant's employees regularly worked over eight (8) hours per day and forty
19 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
20 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
21 (40) hours per week for work performed for the Defendant. Defendant's failure to compensate
22 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
23 they missed meal breaks is a violation fo the Labor Code. Employer also failed to accurately
24 calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Employer further
25 failed to adequately pay Plaintiff and other non-exempt hourly employees at their regular rate of
26 pay for sick days.

27 29. Since the LWDA has not indicated that it will be investigating more than sixty-
28 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to

remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

30. Plaintiff is informed and believes that Defendant have violated, and continues to violate, provisions of the Labor Code and applicable Wage Orders related to the payment of minimum wages and overtime.

31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

32. Additionally, Plaintiff as a Private Attorney General are entitled to attorney’s fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

SECOND CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Plaintiff As a Private Attorney General Against All Defendants)

33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

35. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide

1 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
2 relieving employees from all work duties during meal periods thereby preventing employees from
3 taking legally compliant meal periods.

4 36. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
5 worked shifts more than five (5) hours in a workday.

6 37. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
7 waive meal periods.

8 38. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly
9 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
10 rate of pay for each missed meal break, in an amount to be proven at trial.

11 39. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
12 penalties for each and every violation shown to exist or to have occurred during the Relevant
13 Time Period, in an amount according to proof, as to those penalties that are otherwise only
14 available to public agency enforcement actions.

15 40. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
16 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
17 interest.

18 **THIRD CAUSE OF ACTION**

19 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
20 **COMPENSATION IN LIEU THEREOF**

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

22 41. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
23 complaint as if fully set forth herein.

24 42. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that
25 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes
26 rest time per four (4) work hours, or major fraction thereof.

27 43. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
28 provide and employee rest periods in accordance with this section, the employer shall pay the

1 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
2 that the rest period is not provided. Plaintiff and other employees consistently worked over four
3 (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

4 44. As described above, Defendant failed to reasonably make available rest breaks to
5 Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

6 45. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
7 penalties for each and every violation shown to exist or to have occurred during the Relevant
8 Time Period, in an amount according to proof, as to those penalties that are otherwise only
9 available to public agency enforcement actions.

10 46. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
11 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
12 interest.

13 **FOURTH CAUSE OF ACTION**

14 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED** 15 **WAGE STATEMENTS**

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

17 47. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
18 complaint as if fully set forth herein.

19 48. Labor Code section 226, subdivision (a), states in pertinent part that, "every
20 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
21 employees, either as a detachable part of the check, draft, or voucher paying the employee's
22 wages, or separately when wages are paid by personal check or cash, an accurate itemized
23 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
24 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
25 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
26 only the last four digits of his or her social security number or an employee identification number
27 other than a social security number; (8) the name and address of the legal entity that is the
28 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding

number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

49. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to its employees in violation of the California labor code.

50. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

51. Additionally, Plaintiff is entitled to attorneys’ fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

52. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

53. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties..."

54. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

55. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California labor code.

1 56. Defendant has a corporate practice and policy of requiring its employees to
2 shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees
3 for necessary business expenditures, specifically requiring employees to utilize their personnel
4 cell phones in direct consequence of the discharge of their duties to Defendant.

5 57. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
6 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
7 recover any and all penalties for each and every violation shown to exist or to have occurred
8 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
9 otherwise only available to public agency enforcement actions. Funds recovered will be
10 distributed in accordance with the PAGA.

11 58. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
12 section 2699, subdivision (g)(1), and prejudgment interest.

13 **SIXTH CAUSE OF ACTION**

14 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**
15 **TERMINATION OF EMPLOYMENT**

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

17 59. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
18 complaint as if fully set forth herein.

19 60. Employees who ended their employment with Defendant during the Relevant
20 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
21 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
22 and 203.

23 61. Defendant refused and/or failed to promptly compensate its employees for wages
24 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
25 minimum and overtime compensation owed for work performed for Defendant.

26 62. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
27 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
28 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes

each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

63. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

64. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

SEVENTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

65. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

66. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...."

67. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

68. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California labor code.

69. Defendant have a corporate practice and policy of requiring its employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees for necessary business expenditures. Specifically, Defendant failed to reimburse Plaintiff and other employees for the use of their personal cell phone that they was obligated to use to discharge their duties. Plaintiff and other employees communicated via text message and calls after work

1 hours to through personal cell phones. Further, during a period in 2020, Plaintiff and other
2 employees were required to work from home and were not reimbursed for office expenses such
3 as internet service, cell phones and office supplies.

4 70. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
5 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
6 recover any and all penalties for each and every violation shown to exist or to have occurred
7 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
8 otherwise only available to public agency enforcement actions. Funds recovered will be
9 distributed in accordance with the PAGA.

10 71. Accordingly, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
11 Code section 2699, subdivision (g)(1), and prejudgment interest..

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 14 1. For civil penalties for each violation as provided by law, including, but not
15 limited to, those civil penalties provided by PAGA;
16 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
17 2699, subdivision (g), and any other statutory basis or pursuant to the
18 California Rules of Court;
19 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
20 subdivision (g), and any other statutory basis; and
21 4. For all such other and further relief as the Court may deem just and proper.
22

23 Dated: June 16, 2023

MAHONEY LAW GROUP, APC

24 
25 _____
26 Katherine J. Odenbreit, Esq.
27 John A. Young, Esq.
28 Attorneys for Plaintiff ANNIE VONG

EXHIBIT A

John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

April 5, 2023

Via Electronic Filing

LABOR AND WORKFORCE DEVELOPMENT AGENCY
ATTN: PAGA ADMINISTRATOR
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5088

Return Receipt Requested

Pickford Escrow Company, Inc.
12770 El Camino Real, Ste. 100
San Diego, CA 92130

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5095

Return Receipt Requested

Pickford Escrow Company, Inc.
ATTN: Amanda Garcia
330 N Brand Blvd.
Glendale, CA 91203

Re: Annie Vong v. Pickford Escrow Company, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; Pickford Escrow Company, Inc.
("Employer")

From: Annie Vong, on behalf of herself and all aggrieved employees who were subject to the Employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Annie Vong ("Ms. Vong"), who intend to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Pickford Escrow Company, Inc. (referred to herein as “Employer”) is a California company headquartered in San Diego, California, and was the employer of Ms. Vong. Employer is a closing and escrow services company that provides services throughout the state of California.

Ms. Vong is former employee of Employer and worked for Employer as an escrow officer from in or around December 2021 through December 2022.

Ms. Vong alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7 510, 512, 1194 and 2802, by:

- a) Failing to pay Ms. Vong and aggrieved employees for all hours worked;
- b) Failing to provide Ms. Vong and aggrieved employees with compliant rest periods or premium compensation in lieu thereof;
- c) Failing to provide Ms. Vong and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- d) Failing to provide Ms. Vong and aggrieved employees with accurate itemized wage statements;
- e) Failing to reimburse Ms. Vong and aggrieved employees for all necessary business expenditures; and
- f) Failing to pay Ms. Vong and aggrieved employees all wages earned and owed at separation of employment.

Ms. Vong and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of this notice alleging the aforementioned violations of the Labor Code under PAGA.

A. Employer failed to pay Ms. Vong and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “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 the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

Employer failed to compensate Ms. Vong and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Ms. Vong and aggrieved employees were routinely required to work through their meal breaks as a result of Employer’s failure to provide adequate staffing to completely relieve its employees for legally mandated meal periods. Further, Employer required Ms. Vong and aggrieved employees to confer

with clients and supervisors off-the-clock regarding escrow file updates and policies. Ms. Vong and aggrieved employees also were denied pay for approximately 5-7 minutes each workday attempting to clock-in for their shifts due to outdated equipment. In addition, Ms. Vong and aggrieved employees were paid non-discretionary bonuses and incentive payments, yet Employer failed to include these bonuses and incentive payments in their regular rate of pay when calculating their overtime rate and or paying their meal period premium (if paid).

Employer's failure to pay Ms. Vong and aggrieved employees for all hours worked, including applicable minimum wage and overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Ms. Vong and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that Employer permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Frequently, Ms. Vong and aggrieved employees were not permitted to take a rest period when they were busy. Routinely, Ms. Vong and aggrieved employees were required to work their entire shift without being permitted to take a rest period. Further, when Ms. Vong and aggrieved employees worked more than ten (10) hours in a workday, they never received the requisite third rest period.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7.

C. Employer failed to provide Ms. Vong and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Employer failed to provide Ms. Vong and aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to provide adequate staffing to allow Ms. Vong and aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further, Employer ordered that Ms. Vong and aggrieved employees continue to work despite being clocked-out for their meal period. Employer also failed to provide a 30-minute meal period when Ms. Vong and aggrieved employees worked six (6) hours. As a result of Employer's policy and practices, Ms. Vong and aggrieved employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for

non-compliant meal periods. Employer's conduct is in violation of Labor Code Sections 226.7 and 512, is also actionable under PAGA.

D. Employer failed to provide Ms. Vong and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires Employer to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires Employer to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Ms. Vong and aggrieved employees for all hours worked, including the applicable overtime rates and meal and rest period premiums, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to pay Ms. Vong and aggrieved employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, "[i]f 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."

At the time that Ms. Vong and aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned, including unpaid minimum wage, overtime and meal and rest period premiums, and owed at the applicable rate.

Labor Code section 203, subdivision (a), states that "[i]f an employer willfully fails to pay ... 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." Accordingly, Ms. Vong and aggrieved employees are entitled to thirty days of waiting time penalties.

F. Failure to Reimburse Ms. Vong and Aggrieved Employees for Necessary Business Expenditures

Pursuant to Labor Code section 2802, “[a]n employer shall indemnify his or her employee 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.”

Here, Employer failed to reimburse Ms. Vong for the use of her personal cell phone that she was obligated to use to discharge her duties. Ms. Vong and aggrieved employees would receive text messages and calls after work hours to their personal cell phone. Further, during a period in 2020, Ms. Vong and aggrieved employees were required to work from home and were not reimbursed for office expenses such as internet service, cell phones and office supplies. Accordingly, Ms. Vong is entitled to necessary expenditures in accordance with Labor Code section 2802, which shall also include all reasonable costs, including, but not limited to attorneys’ fees and interest.

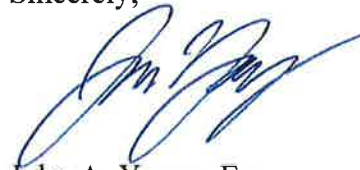
G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Vong becomes aware of additional compensation owed or losses incurred by Ms. Vong or by any other aggrieved employee of the Employers, Ms. Vong expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC