

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn [CSB No. 324538]
ryan@sullivanlawgroupapc.com
SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

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County of San Diego
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Clerk of the Superior Court
By M. Schwenke , Deputy Clerk

Counsel for Plaintiffs SHEILA LOPEZ, GEORGINA BAUTISTA and FE ADRIANO,
Individually, on behalf of the Proposed FLSA Collective and Class Action
(ADDITIONAL COUNSEL ON SIGNATURE PAGE)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SHEILA LOPEZ, GEORGINA BAUTISTA and
FE ADRIANO, Individually, and on behalf of
Plaintiffs and the Proposed FLSA Collective and
Class,

Plaintiffs,

vs.

WILLISTON FINANCIAL GROUP, LLC, a
Delaware Limited Liability Company; WFG
NATIONAL TITLE INSURANCE COMPANY,
a Florida Corporation; MY HOME, A
WILLISTON FINANCIAL GROUP
COMPANY, LLC, a Delaware Limited Liability
Company; WFG NATIONAL TITLE
COMPANY OF CALIFORNIA, a California
Corporation; WFG NATIONAL TITLE
COMPANY OF CLARK COUNTY WA, LLC, a
business entity unknown; WFG NATIONAL
TITLE COMPANY OF WASHINGTON, a
business entity unknown; WFG NATIONAL
TITLE COMPANY OF TEXAS, LLC, a business
entity unknown; WFG LENDER SERVICES,
LLC, a business entity unknown; and DOES 1-
10, inclusive

Defendants.

Case No. 24CU015835C

COMPLAINT FOR:

1. **VIOLATION OF LABOR CODE §§ 226.7 and 512 (Class Claim)**
2. **VIOLATION OF LABOR CODE §§ 510, 1194 and 1197 (Class Claim);**
3. **VIOLATION OF LABOR CODE § 226 (Class Claim)**
4. **VIOLATION OF LABOR CODE §§ 2802 (Class Claim)**
5. **VIOLATION OF LABOR CODE §§ 201-204 (Class Claim)**
6. **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 *et seq.* (Class Claim)**
7. **PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (Representative Claim)**
8. **VIOLATIONS OF THE FAIR LABOR STANDARDS ACT (29 U.S.C. § 201 *et seq.*)**

DEMAND FOR JURY TRIAL

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13. Plaintiff Georgina Bautista was, at all relevant times, an adult individual residing in California. During all relevant times, Plaintiff Bautista was employed by one or more Defendant as an Escrow Officer in San Jose California. Plaintiff Bautista consents to sue Defendants for violations of the FLSA, 29 U.S.C. §§ 216(b) and 256. Plaintiff Bautista's written consent is attached hereto as **Exhibit B**.

14. Plaintiff Fe Adriano was, at all relevant times, an adult individual residing in California. During all relevant times, Plaintiff Adriano was employed by one or more Defendant as an Escrow Officer in Campbell, California. Plaintiff Adriano consents to sue Defendants for violations of the FLSA, 29 U.S.C. §§ 216(b) and 256. Plaintiff Adriano's written consent is attached hereto as **Exhibit C**.

Defendants

15. Defendant WFG National Title Insurance Company is a wholly owned subsidiary of Defendant Williston Financial Group, LLC. WFG National Title Insurance Company is organized and existing under the laws of South Carolina, with its corporate headquarters in Portland, Oregon, and doing business in California, including in the County of San Diego.

16. Defendant Williston Financial Group, LLC, is a corporation organized and existing under the laws of the State of Delaware, with its corporate headquarters in Portland, Oregon, and doing business in California, including in the County of San Diego.

17. Defendant MyHome, A Williston Financial Group Company (formerly Williston Enterprise Solutions & Technology) was and is a Delaware Limited Liability Company, performing business throughout the state, including the county of San Diego, state of California.

18. Defendant WFG National Title Company of California was and is a California Corporation, performing business throughout the state, including the county of San Diego, state of California.

19. Defendant WFG National Title Company of Clark County WA, LLC is a wholly

1 owned subsidiary of Defendant Williston Financial Group, LLC. WFG National Title Company of
2 Clark County WA, LLC is a Limited Liability Company organized and existing under the laws of
3 the State of Washington, with its headquarters in Portland, Oregon, and was and is a business entity
4 unknown, performing business throughout the state, including the county of San Diego, state of
5 California.

6 20. Defendant WFG National Title Company of Washington, LLC is a wholly owned
7 subsidiary of Defendant Williston Financial Group, LLC. WFG National Title Company of
8 Washington, LLC is a Limited Liability Company organized and existing under the laws of the
9 State of Washington, with its headquarters in Portland, Oregon, and was and is a business entity
10 unknown, performing business throughout the state, including the county of San Diego, state of
11 California.

12 21. Defendant WFG National Title Company of Texas, LLC is a Limited Liability
13 Company organized and existing under the laws of the State of Texas, with its headquarters in
14 Portland, Oregon, and was and is a business entity unknown, performing business throughout the
15 state, including the county of San Diego, state of California.

16 22. Defendant WFG Lender Services, LLC was and is a business entity unknown,
17 performing business throughout the state, including the county of San Diego, state of California.

18 23. Plaintiffs are presently unaware of the true names, capacities and liability of
19 Defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiffs will seek leave
20 of court to amend this complaint to allege their true names and capacities after the same have been
21 ascertained.

22 24. Plaintiffs are informed and believes and thereon alleges that each of the fictitiously
23 named Defendants is responsible in some manner for the wrongs and damages as herein alleged,
24 and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants,
25 and in doing the actions mentioned below, was acting within the course and scope of his or her
26 authority as such agent, servant, partner, and employee with the permission and consent of the co-

1 defendants. Plaintiffs' injuries as herein alleged were proximately caused by said defendants.
2 Wherever it is alleged herein that any act or omission was done or committed by any specially
3 named Defendant or Defendants, Plaintiffs intend thereby to allege and does allege that the same
4 act or omission was also done and committed by each and every defendant named as a DOE, both
5 separately and in concert with the named Defendant or Defendants.

6 25. Plaintiffs are informed and believe and thereon allege that Defendants, and each of
7 them, including DOES 1 through 10, are and at all times herein mentioned were either individuals,
8 sole proprietorships, partnerships, registered professionals, corporations, alter egos or other legal
9 entities which were licensed to do and/or were doing business in the County of San Diego, State of
10 California at all times relevant to the subject matter of this action.

11 26. At all times relevant, Defendants have been employers within the meaning of the
12 FLSA and California wage and hour law, including Wage Order 4.

13 27. Defendants directly and/or jointly employed Plaintiffs and others similarly situated
14 as non-exempt employees.

15 28. At all times relevant, Defendants, either directly or jointly, maintained control,
16 direction and oversight over Plaintiffs and Collective/Class Members, including timekeeping,
17 payroll and other employment practices that applied to them.

18 29. Defendants play an active role in the employment and working conditions of
19 Plaintiffs and Collective/Class Members. Thus, Defendants operate as an integrated enterprise
20 such that all Defendants may be considered Plaintiffs' and the Collective/Class members' employer
21 and/or joint employer.

22 30. Upon information and belief, Defendants share a corporate Human Resource office
23 providing service to Defendants' employees, including Plaintiffs and the Collective/Class
24 Members, utilizing the "hr@willistonfinancial.com" e-mail address for communications with
25 employees. See Defendants' Career Website, <https://wfgtitle.com/careers/> (last visited October 8,
26 2024).

31. Defendants individually and/or jointly directed the work of Collective/Class Members, including Plaintiffs, and benefited from work performed that they suffered or permitted from them.

COMMON FACTUAL ALLEGATIONS

32. Plaintiffs and Collective/Class Members are current or former non-exempt employees employed by Defendants during the respective relevant time periods from: (i) April 19, 2019 through and including March 1, 2024 (the “FLSA Period”); (ii) April 19, 2018 through and including March 1, 2024 (the “Class Period”); and/or (iv) April 3, 2022 through and including March 1, 2024 (the “PAGA Period”).

33. Throughout the relevant periods, it has been Defendants' policy, pattern, or practice to require, suffer, or permit Plaintiffs and Collective/Class Members to work in excess of 40 hours per workweek and/or eight hours in a day without paying them overtime wages for all overtime hours worked.

34. Plaintiffs and Collective/Class Members regularly and consistently work or worked in excess of 40 hours per workweek and/or eight hours in a day without receiving overtime compensation as required by the FLSA and California wage and hour law, in order to meet the demands of their jobs.

35. Defendants failed to keep accurate records of all hours worked by Plaintiffs and Collective/Class members.

36. Pursuant to Defendants' policy, pattern, or practice, Defendants did not pay Plaintiffs and Collective/Class members proper overtime wages based on an appropriate regular rate for hours they worked for Defendants' benefit in excess of 40 hours in a workweek and/or eight hours in a day.

37. Pursuant to Defendants' policy, pattern, or practice, Defendants failed to properly calculate in the appropriate regular rate of pay inclusive of non-discretionary commissions, bonuses, and/or other earnings, in determining the appropriate overtime rate of pay, meal and rest

break penalty pay, and sick time, PTO, vacation, and holiday pay allocations.

38. Defendants assigned and/or directed the work of Plaintiffs and Collective/Class members, were aware of the work they performed, and benefited from work performed that it suffered or permitted from Plaintiffs and Collective/Class members.

39. The work performed by the Plaintiffs and Collective/Class members constitutes compensable work time under the FLSA and California wage and hour law and was not preliminary, postliminary, or de minimis.

40. Plaintiffs' and Collective/Class members' primary duties included handling loan paperwork related to escrow and preparing escrow statements.

41. The primary duties that Plaintiffs and Collective/Class members regularly performed were overtime wage non-exempt in nature.

42. Plaintiffs and Collective/Class members did not exercise a meaningful degree of independent discretion with respect to the exercise of their duties.

43. Pursuant to a centralized, company-wide policy, pattern, and practice, Defendants classified all Escrow Officers, including Plaintiffs and Collective/Class members as non-exempt from coverage of the overtime provisions of the FLSA and California wage and hour law, however Defendants did not pay Escrow Officers at an overtime rate for all hours worked over 40 per week and, as to Class members, over eight hours in a day.

44. Defendants' unlawful conduct has been widespread, repeated, and consistent.

45. Defendants are aware, or should have been aware, that the FLSA and California wage and hour law require them to pay Plaintiffs and Collective/Class members an overtime premium for hours worked in excess of 40 hours per workweek and, as to Class members, eight hours in a day.

46. Defendants' failure to pay overtime wages for work performed by Plaintiffs and Collective/Class members in excess of 40 hours per workweek and, as to Class members eight hours in a day, was willful.

1 47. Defendants have intentionally, willfully, and regularly violated the FLSA and
2 California wage and hour law with respect to the Plaintiffs and Collective/Class members which
3 policy, pattern, or practice was authorized, established, promulgated, and/or ratified by Defendants'
4 corporate headquarters. This policy, pattern, or practice includes but is not limited to:

- 5 a. Willfully failing to record all of the time the Plaintiffs and Collective/Class
6 members worked for Defendants' benefit;
- 7 b. Willfully failing to keep accurate time and pay records as required by the FLSA and
8 California wage and hour law;
- 9 c. Willfully failing to credit Plaintiffs and Collective/Class members for all hours
10 worked including overtime hours, consistent with the requirements of the FLSA and
11 California wage and hour law, including failing to properly calculate overtime
12 wages due based on an appropriate regular rate under applicable law;
- 13 d. Willfully failing to pay Plaintiffs and Collective/Class members wages for all hours
14 worked including overtime wages for hours in excess of 40 hours per workweek
15 and/or eight hours in a day;
- 16 e. Failing to pay Class Members all wages due upon termination;
- 17 f. Failing to provide meal and rest breaks to Class Members pursuant to California
18 wage and hour law;
- 19 g. Failing to provide lawfully compliant meal and rest break penalties at an appropriate
20 rate to Class members pursuant to California wage and hour law; and
- 21 h. Failing to reimburse the work-related expenses of Class members, including, but not
22 limited to, charges they incurred for work-related purposes on their mobile phones,
23 home internet and personal computing equipment.

24 **CLASS & COLLECTIVE ACTION ALLEGATIONS**

25 48. Plaintiffs incorporate and reallege all preceding allegations by reference.

26 49. At all relevant times, Defendants each were an "employer" within the meaning of
27 Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

28 50. At all relevant times, Defendants were each an "enterprise" within the meaning of
Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

 51. Plaintiffs bring FLSA claims on behalf of themselves and all similarly situated

1 employees of Defendants as authorized by the FLSA, 29 U.S.C. § 216(b). The proposed FLSA
2 Collective (the “FLSA Collective”) is defined as:

3 All persons who have been employed by Defendants as non-exempt
4 classified Escrow Officers, or individuals in similar positions,
5 however variously titled, anywhere in the United States from April
6 19, 2019, through March 1, 2024, inclusive (the “FLSA Period”).

7 52. Plaintiffs bring class claims on behalf of themselves and all similarly situated
8 employees of Defendants as authorized by Code of Civil Procedure section 382. The proposed
9 Class is defined as:

10 All persons who have been employed by Defendants as non-exempt
11 classified employees in California at any time from April 19, 2018
12 through March 1, 2024, inclusive (the “Class Period”).

13 53. Plaintiffs and all other Collective/Class Members are similarly situated in the most
14 relevant respects. Even if their precise job duties and locations might vary, these differences do not
15 matter for the purposes of determining their entitlement to overtime pay, meal/rest breaks, and
16 accurate wage statements.

17 54. The Collective/Class Members are so numerous that joinder of all Members is
18 impractical. While the exact numbers and identities of Collective/Class Members is unknown at
19 this time, that information can be determined through Defendants’ records and Plaintiffs presently
20 believe that there are more than two hundred (200) Collective/Class Members.

21 55. Damages can be calculated for Collective/Class Members using Defendants’
22 records. Even if the issue of damages were somewhat individual in character, the damages can be
23 calculated by reference to Defendants’ records and there is no detracting from the common nucleus
24 of liability facts. Therefore, the issue of damages does not preclude collective or class treatment.

25 56. Plaintiffs’ experiences and claims are typical of the experiences of other
26 Collective/Class Members, since all such claims arise from Defendants’ standard policies and
27 practices. Plaintiffs, like all other Collective/Class Members, were damaged by Defendants’
28 company-wide policies and practices in violation of federal and state wage and hour laws.

1 57. This litigation is properly brought as a class action because of the existence of
2 questions of fact and law common among Plaintiff and other Class Members which predominate
3 over any questions affecting only individual members, including:

- 4 a. Whether Defendants are liable to members of the class described above for
5 violations of the applicable California labor code provisions;
- 6 b. Whether Defendants improperly calculated the regular rate for purposes of overtime
7 payments to Class Members;
- 8 c. Whether Defendants knowingly and intentionally failed to provide accurate wage
9 statements;
- 10 d. Whether Defendants willfully failed to timely pay wages;
- 11 e. Whether Defendants failed to provide itemized wage statements;
- 12 f. Whether Defendants failed to provide compliant meal and rest periods;
- 13 g. Whether Defendants failed to reimburse for necessary work related expenditures;
14 and
- 15 h. Whether Defendants engaged in unfair competition.

16 58. Plaintiffs have no interest contrary to, or in conflict with, the interests of other
17 Collective/Class Members that would prevent collective or class treatment.

18 59. Like all other Collective/Class Members, Plaintiffs have an interest in obtaining the
19 unpaid wages owed to them by Defendants under federal and state law.

20 60. Plaintiffs are committed to vindicating their claims and those of the Collective/Class
21 Members and have retained experienced and capable counsel. Plaintiffs and their counsel will
22 fairly and adequately protect the interests of Collective/Class Members.

23 61. A collective and class action is superior to other available means for fair and
24 efficient adjudication of the claims asserted in this lawsuit. Even if some Collective/Class
25 Members could afford to pursue their claims individually, it would be unduly burdensome to the
26 judicial system and the multiplicity of actions would create a hardship for the courts, Defendants,
27 and Collective/Class Members.

62. Absent this collective and class action, many Collective/Class Members may not obtain redress for their injuries, and Defendants will reap the unjust benefits of violating federal and state wage and hour laws.

63. Conversely, concentrating this litigation in one forum will promote judicial economy and consistency, as well as parity among the Collective/Class Members' claims.

FIRST CAUSE OF ACTION
Meal and Rest Period Violations
Pursuant to Labor Code §§ 226.7 and 512
(Individually and on behalf of the Class against All Defendants)

64. Plaintiffs hereby incorporate by reference and reallege the preceding paragraphs as though fully set forth herein.

65. Labor Code section 1198 provides:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful. Defendants violated this section by establishing working conditions below the standard of the applicable Wage Order.

66. Under applicable California law, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes [...] An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes” Lab. Code § 512(a); see also 8 Cal. Code Regulations. § 11040 (11)(A). Unless the employee is relieved of all duty for a full thirty (30) minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. 8 Cal. Code Regulations. § 11040 (11); *See Safeway v. Superior Court* (2015) 238 Cal.App.4th 1138, 1160.

67. California law requires employers to provide employees with a 10-minute rest break for every four hours worked, or “major fraction thereof.” 8 Cal. Code Regs. § 11040 (12).

1 68. An employer who fails to provide meal or rest periods as required by an applicable
2 Wage Order must pay the employee one additional hour of pay at the employee's regular rate of
3 pay for each workday that the meal or rest period was not provided. Lab. Code § 226.7(b); 8 Cal.
4 Code Regs. § 11040 (11), (12).

5 69. Within the operative time period, Defendants failed to possess compliant Meal and
6 Rest Period policies.

7 70. For example, Defendants' Rest Period policy and practice does not provide the right
8 for employees to "leave the premises," and actually require the employees to "remain on premises
9 for the duration of this Rest Period" where "coverage" issues require as such.

10 71. Defendants also do not possess a legally-compliant Meal Period policy, and make
11 no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The
12 employees would often either miss a Meal Period entirely, be provided a short or late Meal Period,
13 or be provided only one Meal Period, even when they were working in excess of 10 hours a day.
14 Additionally, Defendants failed to accurately record its employees actual start and stop times of
15 Meal Periods, in violation of the IWC Wage Orders. 8 Cal. Code Regs. § 11040 (6)(A)(3).
16 Defendants also improperly "alter" employee meal period times.

17 72. Defendants' Meal and Rest Period policy also assumes that employees have
18 "waived" the right to a legally-compliant Meal or Rest Period, or a Meal or Rest Period penalty
19 payment, unless the employees complete a very specific process of formal notification to the
20 Defendants.

21 73. Moreover, Defendants' policies and practices preclude "duty-free" Meal and Rest
22 Periods. These institutional and established practices of Defendants are illegal, in that Plaintiff s
23 and all other employees were denied proper and/or timely Meal and Rest Periods.

24 74. These violations are due, in part, to the fact that Defendants do not possess a legal
25 Rest Period policy or practice, as its Rest Period policy lacks required language, resulting in
26 employees failing to receive all Rest Periods legally due. Defendants do not provide Rest Periods,

1 as defined by California law. Further, Defendants have never provided a compliant Rest Period
2 penalty payment to any employee.

3 75. Moreover, Defendants' policies and practices preclude "duty-free" Meal and Rest
4 Periods, in that the employees are required to remain "On Call" at all times, including during the
5 Meal and Rest Periods, in order to (among other reasons) respond to job-site supervisors. These
6 institutional and established practices of Defendants are illegal, in that Plaintiff and all other class
7 members were denied proper and/or timely Meal and Rest Periods.

8 76. Defendants willfully failed and refused to pay Plaintiffs and all other class members
9 one additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period
10 was not provided, as required by Labor Code section 226.7 and IWC Wage Order 4 (11), (12).

11 77. Any payments made by Defendants for missed or late Meal Periods were not paid at
12 an employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage
13 Orders. Instead, these payments were made at an employee's base rate and did not include the
14 value of, *inter alia*, additional compensation and/or employee benefits such as employee discounts
15 and non-discretionary bonuses.

16 78. As a direct result of Defendants' willful failure and refusal to comply with the
17 California Labor Code, Plaintiffs and other employees have suffered injury, loss, and harm in a
18 sum according to proof. On behalf of the class, Plaintiffs hereby seek compensatory damages, back
19 pay (or penalty), prejudgement interest, and other remedies set forth below.

20 79. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees.
21 Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays leave of
22 court to amend this Complaint when the amounts are more fully known.

23 **SECOND CAUSE OF ACTION**
24 **Minimum Wage and Overtime Violations Pursuant to Labor Code §§ 510, 1194 and 1197**
(Individually and on behalf of the Class against All Defendants)

25 80. Plaintiffs hereby incorporate by reference and reallege the preceding paragraphs as
26

1 though fully set forth herein.

2 81. Throughout the applicable time period, Plaintiffs and the other Class Members were
3 denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were
4 damaged thereby.

5 82. Defendants failed to pay its employees all compensation due, including overtime
6 compensation, in violation of, among other statutes, Labor Code sections 510 and 1197. This
7 failure was caused by several separate uniform practices of Defendants. This failure was caused by
8 and through Defendants failure to maintain accurate Time Records (as required by California law),
9 to the detriment of the employee. Specifically, although Defendants would receive “to-the-minute”
10 start and end times (from its employees required actions), Defendants would thereafter alter - and
11 deduct time from - the Time Records, prior to payment of compensation to the employees.
12 Additionally, the right to receive the proper minimum wage and overtime compensation was
13 impacted by Defendants knowingly failing to consider other work performed by the employees.
14 Finally, Defendants failed to keep accurate time records which reflected when its employees were
15 actually working or under Defendants’ control. These actions, and instructions, caused the
16 employees to lose compensation, including the proper minimum wage and overtime compensation.

17 83. Additionally, Defendants failed to properly calculate Plaintiffs’ regular rate of pay
18 for purposes of overtime compensation such that the value of employee’s benefits were not
19 included in the calculation of Plaintiffs’ regular rate of pay. Plaintiffs are informed and believe and
20 thereon allege that at all relevant times herein, Defendants failed to take into account the value of
21 all employee benefits when calculating their regular rates of pay, for purposes of overtime
22 compensation, in violation of Labor Code section 510. Additionally, by altering its employees’
23 time records, as referenced above, Defendants alter the actual hourly rate of pay for its employees.
24 Defendants do not factor in this actual hourly rate, when calculating the overtime rate of pay, in
25 violation of Labor Code section 510.

26 84. Defendants failed to pay Plaintiffs and all other class members all compensation

1 due, including Overtime Compensation, due in violation of, among other statutes, Labor Code
2 section 510. These violations occurred due to Defendants' illegal policies, referenced above,
3 including the failure to accurately record employee time worked, whereby employees experienced
4 monetary under-compensation. These violations also occurred as Defendants had several policies
5 and practices which required employees to work in excess of 8 hours, without receiving all
6 overtime (and/or double-time) compensation. The systematic failure to provide proper overtime
7 compensation is a violation of California law.

8 85. As a direct result of Defendants' willful failure and refusal to comply with the
9 California Labor Code, Plaintiffs and other employees have suffered injury, loss, and harm all to
10 their damages in a sum according to proof. On behalf of the class, Plaintiffs hereby seek
11 compensatory damages, back pay (or penalty), prejudgement interest, and other remedies set forth
12 below.

13 86. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees.
14 Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays leave of
15 court to amend this Complaint when the amounts are more fully known.

16 **THIRD CAUSE OF ACTION**
17 **Wage Statement Violations Pursuant to Labor Code § 226 Class Action**
 (Individually and on behalf of the Class against All Defendants)

18 87. Plaintiffs hereby incorporate by reference and reallege the preceding paragraphs as
19 though fully set forth herein.

20 88. Throughout the applicable time period, Plaintiffs and the other class members were
21 denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were
22 damaged thereby.

23 89. Defendants failed to provide Plaintiffs and all other members of the Class action
24 with accurate itemized wage statements in violation of, among other statutes, Labor Code section
25 226. These violations include, but are not limited to, Defendants failure to provide an accurate
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1 showing of the gross wages earned, in violation of Labor Code section 226(a)(1), due to under-
2 payments caused by the “Regular” time and Overtime allegations listed above, Defendants failure
3 to accurately identify all applicable regular and overtime (including double-time) rates of pay in
4 violation of section 226(a)(9), and providing inaccurate representations of both “gross” and “net
5 wages.” Defendants also failed to provide an accurate showing of the “total hours worked,” in
6 violation of Labor Code section 226(a)(2).

7 90. Defendants violated Labor Code section 226(a)(9) by failing to furnish an accurate
8 showing of all applicable hourly rates, in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee. Plaintiffs and the other employees
10 were not compensated for all hours worked (due in part to Defendants requiring employees to list
11 only *scheduled* work-times, not actual work-times to include “on-call” hours).

12 91. As a direct result of Defendants’ willful failure and refusal to comply with the
13 California Labor Code, Plaintiffs and other employees have suffered injury, loss, and harm all to
14 their damages in a sum according to proof. On behalf of the class, Plaintiffs hereby seek
15 compensatory damages, back pay (or penalty), prejudgement interest, and other remedies set forth
16 below.

17 92. Plaintiffs have incurred and continue to incur legal expenses and attorneys’ fees.
18 Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays for
19 leave of court to amend this Complaint when the amounts are more fully known.

20 **FOURTH CAUSE OF ACTION**
21 **Failure to Reimburse Pursuant to Labor Code § 2802**
22 **(Individually and on behalf of the Class against All Defendants)**

23 93. Plaintiffs hereby incorporate by reference and reallege the preceding paragraphs as
24 though fully set forth herein.

25 94. Defendants failed to reimburse Plaintiffs and all other Class Members for all
26 necessary business expenditures incurred in direct consequence of the discharge of their duties in

1 violation of, among other statutes, Labor Code section 2802. These expenditures are the result of,
2 *inter alia*, Defendants' standard policies which require its employees to incur mileage costs without
3 full reimbursement. Plaintiffs and all other Class Members were also forced to incur cell phone
4 costs, without reimbursement. Plaintiffs and all other Class Members were also required to incur
5 home office expenses without reimbursement.

6 95. As a direct result of Defendants' willful failure and refusal to comply with the
7 California Labor Code, Plaintiffs and other non-exempt employees have suffered injury, loss, and
8 harm all to their damages in a sum according to proof. On behalf of the class, Plaintiffs hereby seek
9 compensatory damages, back pay (or penalty), prejudgement interest, and other remedies set forth
10 below.

11 96. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees.
12 Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays for
13 leave of court to amend this Complaint when the amounts are more fully known.

14 **FIFTH CAUSE OF ACTION**
15 **Failure to Timely Pay Wages and Pay During and Upon Separation of Employment**
16 **Pursuant to Labor Code §§ 201-204**
(Individually and on behalf of the Class against All Defendants)

17 97. Plaintiffs hereby incorporate by reference and reallege the preceding paragraphs as
18 though fully set forth herein.

19 98. Throughout the applicable time period, Plaintiffs and the other Class Members were
20 denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were
21 damaged thereby. These violations resulted from, among other unlawful actions, Defendants willful
22 failure to provide accurate and complete compensation to class members under Labor Code
23 sections 226.7, 510, 512, 1197, and 2802.

24 99. Labor Code section 204 states that all wages earned are due and payable twice
25 during each calendar month on days designated in advance by the employers. Defendants did not
26 correctly pay Plaintiffs and the other Class Members their wages (as alleged above) in conformity

1 with Section 204. Throughout the applicable time period, Defendants willfully failed to timely pay
2 Plaintiff and the other Class Members all wages due for work performed and this failure continued
3 through the time in which they were employed by Defendants. As a result, Defendants violated
4 Labor Code section 204.

5 100. As set forth above, Defendants failed (and continue to fail) to provide all wages due
6 and owing to Plaintiffs and all other class members throughout the course of their employment. As
7 a direct result of this failure, Plaintiff s and all other class members who were discharged or quit
8 were denied all wages due and owing when they received their final paychecks. These final
9 paychecks failed to take into account all outstanding wages due as a result of Defendants' standard
10 and institutionalized payroll practices.

11 101. Labor Code section 203 provides for waiting time penalties for failing to pay wages
12 earned and unpaid at the time of discharge, in violation of Labor Code section 201. Accordingly,
13 Plaintiffs and all other putative class members seek these penalties as relief for Defendants'
14 violations.

15 102. As a direct result of Defendants' willful failure and refusal to comply with the
16 California Labor Code, Plaintiffs and other employees have suffered injury, loss, and harm all to
17 their damages in a sum according to proof. On behalf of the class, Plaintiffs hereby seek
18 compensatory damages, back pay (or penalty), prejudgement interest, and other remedies set forth
19 below.

20 103. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees.
21 Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays for
22 leave of court to amend this Complaint when the amounts are more fully known.

23 **SIXTH CAUSE OF ACTION**
24 **Violation of Business and Professions Code § 17200**
(Individually and on behalf of the Class against All Defendants)

25 104. Plaintiffs hereby incorporate by reference and reallege the preceding paragraphs as
26

though fully set forth herein.

105. Plaintiffs are direct victims of Defendants' illegal and/or unfair business acts and practices referenced in this complaint, have lost money as a result of such practices, and brings this action both in their individual capacity and on behalf of Defendants' current and former California-based, nonexempt employees who share a common or general interest in the damages as a result of the illegal and/or unfair practices.

106. The approximately Six Hundred and Thirty Seven (637) member class is ascertainable via their experience as Defendants' current or former California-based, nonexempt employees. Class members share a community of interest and an injury-in-fact as Defendants have violated California compensation laws, thereby depriving class members of money earned. Based on the facts set forth above, it would be impracticable to proceed in individual actions.

107. Plaintiffs suffered an injury-in-fact pursuant to Business & Professions Code section 17204, and lost money as a result of Defendants' illegal and/or unfair practices.

108. Plaintiffs bring this action on behalf of an ascertainable class who share a community of interest pursuant to Business & Professions Code section 17203 and Code of Civil Procedure section 382 and who share a common or general interest in the damages as a result of the illegal and/or unfair practices, in that those individuals on whose behalf the action is brought have also lost money as a result of Defendants' practices, as set forth above, and that it would be impracticable to proceed as an individual plaintiff action.

109. As set forth above, during the course of Plaintiffs' employment, Defendants failed and refused to properly pay Plaintiffs and all other class members. Defendants also failed to comply with fundamentally protective California laws including, but not limited to, Labor Code sections 201-203, 226, 226.7, 510, 512, 1194, and 2802, as well as IWC Wage Order 4, or any other applicable Wage Order.

110. Business & Professions Code section 17200 *et seq.* prohibits any unlawful, unfair, or fraudulent business act or practice.

1 111. Plaintiffs' allegations herein are based upon Defendants' institutional business acts
2 and practices.

3 112. Defendants' acts and practices, as described herein above, are unlawful and unfair,
4 in that they violate the Labor Code and IWC Wage Order(s).

5 113. As a direct result of Defendants' unlawful and unfair business acts and practices,
6 Plaintiff and all other class members have been denied wages earned, and have therefore been
7 damaged in an amount to be proven. Accordingly, Plaintiffs pray for restitution and injunctive
8 damages in an amount to be proven.

9 114. Plaintiffs are informed and believe, and on that basis allege, that Defendants'
10 unlawful and unfair business practices, alleged above, are continuing in nature and are widespread.

11 115. On behalf of the ascertainable class, Plaintiffs respectfully request an injunction
12 against Defendants to enjoin them from continuing to engage in the illegal conduct alleged herein.

13 116. On behalf of the ascertainable class, Plaintiffs respectfully request restitution
14 damages.

15 117. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees.
16 Plaintiffs are presently unaware of the precise amount of these expenses and fees, and prays for
17 leave of court to amend this complaint when the amounts are more fully known.

18 **SEVENTH CAUSE OF ACTION**
19 **Violation of Labor Code § 2698 *et seq.***
(By Plaintiffs in a *Representative Capacity* Against All Defendants)

20 118. Plaintiffs hereby incorporate by reference and reallege the preceding paragraphs as
21 though fully set forth herein.

22 119. At all times mentioned herein, Defendants were subject to the Labor Code and
23 Industrial Welfare Commission Wage Orders of the State of California, including, but not limited
24 to, California Labor Code section 2698 *et seq.*

25 120. Throughout the operative limitations period, Plaintiffs and all other aggrieved
26

1 employees were denied the protections and benefits of the Labor Code and IWC Wage Order(s)
2 due to Defendants' standard practices. Said violations were set forth in the causes of action above
3 and are re-stated below. This "PAGA" cause of action alleges that there are Three Hundred and
4 Seventy One (371) aggrieved employees are comprised of Defendants' current or former
5 California-based employees at all Defendants' locations.

6 121. Plaintiffs have exhausted her administrative remedies and pre-filing requirements
7 pursuant to California Labor Code section 2699.3, and has also fulfilled all notice requirements
8 under the statute. To wit, on April 3, 2023, counsel for Plaintiff Lopez prepared and mailed a letter
9 to the California Labor & Workforce Development Agency ("LWDA") via USPS Certified Mail
10 and electronic-mail service. A copy of this letter was mailed to Defendants, WILLISTON
11 FINANCIAL GROUP, LLC, also via USPS Certified Mail. This letter contained the specific
12 provisions of the California Labor Code and Business and Professions Code violated by
13 Defendants, as well as the facts and theories in support of Plaintiffs' claims. Counsel for Plaintiff
14 Lopez also sent the LWDA an amended PAGA notice letter on November 14, 2023, which was
15 also mailed to Defendants via certified mail. The supplemental letter contained additional facts and
16 theories in support of Plaintiffs' claims. (Please see **Exhibit D**, a true and correct copy of the Lopez
17 PAGA letters.) To wit, on November 13, 2023, counsel for Plaintiff Bautista prepared and mailed
18 an amended letter to the California Labor & Workforce Development Agency ("LWDA") via
19 USPS Certified Mail and electronic-mail service. A copy of this letter was mailed to Defendants,
20 WILLISTON FINANCIAL GROUP, LLC; MYHOME, A WILLISTON FINANCIAL GROUP
21 COMPANY, LLC; WFG NATIONAL TITLE INSURANCE COMPANY; WFG NATIONAL
22 TITLE COMPANY OF CALIFORNIA; and WFG LENDER SERVICES, LLC, also via USPS
23 Certified Mail. This letter contained the specific provisions of the California Labor Code and
24 Business and Professions Code violated by Defendants, as well as the facts and theories in support
25 of Plaintiff's claims. (Please see **Exhibit E**, a true and correct copy of this letter.) The statutory
26 time period for the LWDA to investigate and/or respond, and for the employers to respond, has

1 concluded, allowing Plaintiffs to proceed with this lawsuit.

2 122. At all times mentioned herein, Defendants were and are “employers” as that term is
3 used within the relevant sections of the California Labor Code.

4 123. Throughout the Class Period, Defendants committed the above-referenced and
5 incorporated Labor Code and Wage Order violations against Plaintiffs and the other employees. To
6 wit, throughout their employment, Plaintiffs and all other California non-exempt employees during
7 the limitations period were and are denied full and accurate compensation, including overtime
8 compensation and minimum wages, in violation of, *inter alia*, Labor Code sections 510 and 1194.
9 Plaintiffs and the other class members were and are denied Meal and Rest Periods and Meal and
10 Rest Period payments, in violation of, *inter alia*, IWC Wage Order 4 (or any other applicable Wage
11 Order) and Labor Code sections 226.7 and 512. Defendants failed to furnish accurate itemized
12 wage statements in violation of, *inter alia*, Labor Code section 226. Defendants failed to reimburse
13 Plaintiffs and other class members for necessary business expenditures in violation of, *inter alia*,
14 Labor Code section 2802. Defendants failed to provide all compensation due during employment
15 and at termination of employment in violation of, *inter alia*, Labor Code sections 201 through 204.

16 124. As California Labor Code Section 2699 provides for civil penalties recoverable by
17 Plaintiffs on behalf of herself and other aggrieved employees by and through Labor Code section
18 2699.3, and as Plaintiffs have complied with the pre-filing requirements, Plaintiffs may recover the
19 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer
20 For Relief.

21 125. As a direct result of Defendants’ failure to comply with the provisions of the Labor
22 Code and orders of the commission, Plaintiffs and other employees of Defendants have been
23 damaged in an amount to be proved at trial.

24 126. Plaintiffs seek an award of statutory civil penalties for each underpaid employee of
25 Defendants pursuant to Labor Code sections 2699(a) for each of these employees. Plaintiffs also
26 seek an award of reasonable attorneys’ fees and costs pursuant to Labor Code section 2699(g)(1).

1
2 **EIGHTH CAUSE OF ACTION**
3 **(Failure to Pay Overtime Wages in Violation of the Fair Labor Standards Act)**
4 **Brought Plaintiffs Bautista Adriano Individually and in a *Representative* Capacity on Behalf**
5 **of FLSA Collective Members Against All Defendants**

6 127. Plaintiffs hereby incorporate by reference and reallege the preceding paragraphs as
7 though fully set forth herein.

8 128. Defendants engaged in a widespread pattern and practice of violating the FLSA, as
9 detailed in this Collective and Class Action Complaint.

10 129. Plaintiff BAUTISTA has consented in writing to be a party to this action, pursuant
11 to 29 U.S.C. § 216(b).

12 130. The overtime wage provisions set forth in 29 U.S.C. §§ 201 *et seq.* apply to
13 Defendants.

14 131. At all relevant times, Plaintiff BAUTISTA and Collective Members were engaged
15 in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§
16 206(a) and 207(a).

17 132. Defendants are employers engaged in commerce and/or the production of goods for
18 commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

19 133. At all times relevant, Plaintiff BAUTISTA and Collective Members were employees
20 within the meaning of 29 U.S.C. §§ 203 (e) and 207(a).

21 134. Defendants failed to pay Plaintiff BAUTISTA and similarly situated Collective
22 Members the overtime wages to which they were entitled under the FLSA, at a rate of not less than
23 one and one half their appropriate regular rate of pay inclusive of non-discretionary commissions,
24 bonuses, and/or other earnings.

25 135. Defendants' violations of the FLSA have been intentional and willful. Defendants
26 have not made a good faith effort to comply with the FLSA with respect to the compensation of the
27 Plaintiff BAUTISTA and Collective Members.

136. Because Defendants' violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255, as tolled by equity or agreement of the parties.

137. As a result of Defendants' violations of the FLSA, Plaintiff BAUTISTA and Collective Action Members have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq.* 104. As a result of the unlawful acts of Defendants, Plaintiff BAUTISTA and Collective Members have been deprived of overtime compensation and other wages in amounts to be determined by the Court, and are entitled to recover such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs and other compensation pursuant to 29 U.S.C. § 216(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on their own behalf and on behalf of all members of the proposed Class, prays for judgment as follows:

1. For an order certifying the proposed class(es);
2. Designation of this action as a collective action on behalf of Plaintiffs and those similarly situated and that, at the earliest possible time, Plaintiffs be authorized to give notice of this collective action, or that the Court issue such notice, to the Collective Members. Such notice should inform Collective Members that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit by filing individual consent forms pursuant to 29 U.S.C. § 216(b), among other things;
3. For compensatory damages according to proof, as set forth under Labor Code sections 510, 1194, and 2802, among other statutes;
4. For penalties and restitution of wages according to proof, as set forth under Labor Code sections 221, 226, 226.7 and 1197.1, among other statutes;
5. For penalties pursuant to Title 8, California Code of Regulations, Wage Order 4 (or any applicable Wage Order);

1 6. Unpaid wages and liquidated damages in the maximum amount allowed by 29
2 U.S.C. §§ 201 *et seq.* and the supporting United States Department of Labor regulations and the
3 employer's share of FICA, FUTA, state unemployment insurance and any other required
4 employment taxes;

5 7. On behalf of the ascertainable Class, for a permanent injunction against Defendants
6 restraining, preventing, and enjoining Defendants from engaging in the illegal practices alleged,
7 and to ensure compliance with, among other employee protections, Labor Code sections 226,
8 226.7, 510, 512, 1197, and 2802;

9 8. On behalf of the ascertainable Class, for restitution damages on behalf of the section
10 17200 claimants who share a common or general interest;

11 9. Where available, for liquidated damages pursuant to Labor Code section 1194.2;

12 10. For an award of interest, including prejudgment interest, pursuant to Labor Code
13 section 218.6;

14 11. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code
15 sections 218.5, 226, 1194, 2802 and Code of Civil Procedure section 1021.5;

16 12. For an award of statutory civil penalties and any unpaid, or underpaid wages,
17 pursuant to Labor Code sections 2699 *et seq.*; and

18 13. For such other relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiffs demand trial by jury of all claims so triable as a matter of right.

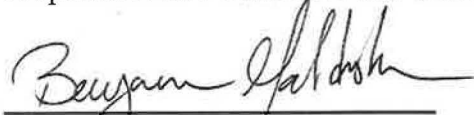
21 Dated: October 8, 2024

SULLIVAN & YAECKEL LAW GROUP, APC

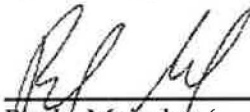
22 
23 Eric K. Yaeckel
24 Ryan T. Kuhn

25 Attorneys for Plaintiffs SHEILA LOPEZ,
26 GEORGINA BAUTISTA and
27 FE ADRIANO, Individually, and on behalf of and the
28 Proposed FLSA Collective and Class

1 FE ADRIANO, Individually, and on behalf of and the
2 Proposed FLSA Collective and Class

3 

4 Benjamin Galdston
5 **OMNUM LAW APC**
6 4350 Executive Dr., Ste. 350
7 San Diego, CA 92121
8 (858) 539-9767
9 bgaldston@omnumlaw.com

10 

11 Paolo Meireles (*pro hac vice* application forthcoming)
12 **SHAVITZ LAW GROUP P.A.**
13 951 Yamato Road, Ste. 285
14 Boca Raton, FL 33431
15 (561) 447-8888; Fax (561) 447-8831
16 pmeirels@shavitzlaw.com

Exhibit A

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), WFG Title and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).
2. I hereby designate the Sullivan & Yaeckel Law Group, APC to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.
3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

A handwritten signature in black ink, appearing to read 'Shelia Lopez', written over a horizontal line.

Signature

Shelia Lopez

Print Name

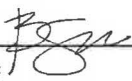
Exhibit B

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), WFG Title and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

Signature 

Georgina "Gigi" Bsutista

Print Name

Exhibit C

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), WFG Title and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.



Signature

Fe Adriano

Print Name

Exhibit D

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

April 3, 2023

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: Sheila Lopez v. Williston Financial Group LLC.
Our File No.: 7352

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Williston Financial Group LLC (hereinafter “Williston”), in the above referenced matter. This “written notice” is filed on behalf of Ms. Lopez, and all current and former non-exempt employees employed by Williston. Thank you for your assistance and instruction on this issue.

The specific provisions alleged to have been violated by Williston are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 226, 226(a), 226.7, 510, 512, 558, 1194, 1197.1, 1198.5 and 2802, as well as IWC Wage Order 4, and any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11040 *et seq.*

Facts and theories supporting the allegations: Ms. Lopez was employed as a non-exempt employee for Williston from approximately 2013, through the current date.

///

///

Throughout the term of Ms. Lopez's employment, Williston required Ms. Lopez and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Williston failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 510, IWC Wage Order 4, and any other applicable wage orders. This illegal action is due, in part, to Williston's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Williston would instruct Ms. Lopez to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Williston would often require Ms. Lopez to work extended hours (beyond scheduled hours), without compensation. Further, Williston would regularly contact Ms. Lopez outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation. Finally, Williston would require Ms. Lopez (and other employees) to "Round" their hours to the nearest 15-minute increment, as the Time Logs would not allow for accurate (*i.e.* to the minute) recording of time. This served to deny the employees proper compensation.
- Additionally, among other issues, Williston has notice of Ms. Lopez, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Further, Williston failed to properly calculate and pay overtime at the actual overtime rate of pay, as Williston ignores certain compensation when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- Williston failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 4, or any other applicable wage orders. For example, Williston does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy the employees were on a given day.
- Williston would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to clients and supervisors at all times. Williston

has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” (*Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added.). Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Williston failed to pay Meal Period Premiums at the proper rate, as Williston fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.

- Williston required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Williston would interrupt, or cut short, its employees’ Meal Periods and require them to return to work. Williston was frequently understaffed, this would result in Ms. Lopez being required to respond to clients and supervisors about work related matters during her Meal Periods.
- Williston illegally retained control over its employees during Meal Periods. For example, Williston required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- Williston failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 4, and any other applicable wage orders. For example, Williston does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. Williston makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be

provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Williston would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to clients and supervisors at all times. Williston has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Williston would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Williston required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Williston would interrupt, or cut short, its employees’ Rest Periods and require them to return to work.
- Finally, Williston illegally retained control over its employees during Rest Periods. For example, Williston required its employees to “remain on the premises” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- Williston violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Ms. Lopez, and other employees were not compensated for all hours worked (due in part to Williston’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- Williston violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.
- Williston violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Williston (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Williston would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Williston violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the

corresponding number of hours worked at each hourly rate by the employee. Ms. Lopez, and the other employees were not compensated for all hours worked (due in part to Williston requiring employees to list only *scheduled* work-times, not actual work-times to include “on-call” hours). Williston does not explain how its’ system describes “time worked” on the “Earnings Statement” itself. Additionally, Williston does not use “minutes,” to describe the amount of time worked, on the “Earnings Statement.” As an example, .75 is not an accurate representation of minutes worked, but an altered representation of those minutes. (i.e., 25 minutes of work could be represented as .25, and 50 minutes of work could be represented as .50, however .75 minutes of work cannot be represented as .75 as there are not 75 minutes within one hour.) As such, Ms. Lopez cannot “readily ascertain” what these figures mean. This is because Williston is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Williston failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- Williston failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Ms. Lopez, and other non-exempt employees, including expenses for cell-phone costs, other necessary work supplies, and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

- Williston failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Williston failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

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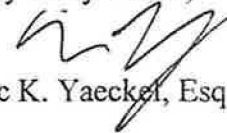
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To confirm, Williston is a “person” as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Eric K. Yaeckel', written over the printed name.

Eric K. Yaeckel, Esq.

cc: Via Certified U.S. Mail

CSC - LAWYERS INCORPORATING SERVICE

Agent of Service of Process for

WILLISTON FINANCIAL GROUP LLC

2710 Gateway Oaks Dr., 150 N

Sacramento, CA 95833

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

November 14, 2023

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: Sheila Lopez v. Williston Financial Group LLC;
MyHome, a Williston Financial Group Company, LLC;
WFG National Title Insurance Company; WFG National
Title Company of California; and WFG Lender Services,
LLC

Our File No.: 7352
LWDA Case No.: LWDA-CM-946085-23

Dear Administrator:

Please allow this correspondence to serve as amended “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Williston Financial Group LLC; MyHome, a Williston Financial Group Company, LLC; WFG National Title Insurance Company; WFG National Title Company of California; and WFG Lender Services, LLC (hereinafter “Williston”), in the above referenced matter. This “written notice” is filed on behalf of Ms. Lopez, and all current and former non-exempt employees employed by Williston. Thank you for your assistance and instruction on this issue.

The specific provisions alleged to have been violated by Williston are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 226, 226(a),
226.7, 510, 512, 558, 1194, 1197.1, 1198.5 and 2802, as well as IWC
Wage Order 4, and any other applicable wage orders, codified as Title
8, California Code of Regulations, section 11040 *et seq.*

Please Note: This letter is meant to supplement and expand upon the original notice letter sent by Ms. Lopez on April 3, 2023, which was assigned LWDA Case No. LWDA-CM-946085-23. This letter adds the additional Defendants, MyHome, a Williston Financial Group Company, LLC; WFG National Title Insurance Company; WFG National Title Company of California; and WFG Lender Services, LLC, who are acting as co-employers pursuant to California law.

Facts and theories supporting the allegations: Ms. Lopez was employed as a non-exempt employee for Williston from approximately 2013, through the current date.

Throughout the term of Ms. Lopez's employment, Williston required Ms. Lopez and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Williston failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 510, IWC Wage Order 4, and any other applicable wage orders. This illegal action is due, in part, to Williston's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Williston would instruct Ms. Lopez to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Williston would often require Ms. Lopez to work extended hours (beyond scheduled hours), without compensation. Further, Williston would regularly contact Ms. Lopez outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation. Finally, Williston would require Ms. Lopez (and other employees) to "Round" their hours to the nearest 15-minute increment, as the Time Logs would not allow for accurate (*i.e.* to the minute) recording of time. This served to deny the employees proper compensation.
- Additionally, among other issues, Williston has notice of Ms. Lopez, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Further, Williston failed to properly calculate and pay overtime at the actual overtime rate of pay, as Williston ignores certain compensation when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- Williston failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 4, or any other applicable wage orders. For example, Williston does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy the employees were on a given day.

- Williston would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to clients and supervisors at all times. Williston has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” (*Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added.). Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Williston failed to pay Meal Period Premiums at the proper rate, as Williston fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.
- Williston required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Williston would interrupt, or cut short, its employees’ Meal Periods and require them to return to work. Williston was frequently understaffed, this would result in Ms. Lopez being required to respond to clients and supervisors about work related matters during her Meal Periods.
- Williston illegally retained control over its employees during Meal Periods. For example, Williston required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- Williston failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 4, and any other applicable wage orders. For example, Williston does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. Williston makes no attempt to ensure that its employees are

either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Williston would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to clients and supervisors at all times. Williston has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Williston would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Williston required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Williston would interrupt, or cut short, its employees’ Rest Periods and require them to return to work.
- Finally, Williston illegally retained control over its employees during Rest Periods. For example, Williston required its employees to “remain on the premises” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- Williston violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Ms. Lopez, and other employees were not compensated for all hours worked (due in part to Williston’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- Williston violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.
- Williston violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Williston (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Williston would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Williston violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Ms. Lopez, and the other employees were not compensated for all hours worked (due in part to Williston requiring employees to list only *scheduled* work-times, not actual work-times to include “on-call” hours). Williston does not explain how its’ system describes “time worked” on the “Earnings Statement” itself. Additionally, Williston does not use “minutes,” to describe the amount of time worked, on the “Earnings Statement.” As an example, .75 is not an accurate representation of minutes worked, but an altered representation of those minutes. (i.e., 25 minutes of work could be represented as .25, and 50 minutes of work could be represented as .50, however .75 minutes of work cannot be represented as .75 as there are not 75 minutes within one hour.) As such, Ms. Lopez cannot “readily ascertain” what these figures mean. This is because Williston is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Williston failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- Williston failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Ms. Lopez, and other non-exempt employees, including expenses for cell-phone costs, other necessary work supplies, and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

- Williston failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Williston failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

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To confirm, Williston is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Eric K. Yaeckel, Esq.

cc: *Via Certified U.S. Mail*

CSC - LAWYERS INCORPORATING SERVICE

Agent of Service of Process for
WILLISTON FINANCIAL GROUP LLC
2710 Gateway Oaks Dr., 150 N
Sacramento, CA 95833

CSC - LAWYERS INCORPORATING SERVICE

Agent of Service of Process for
MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC
2710 Gateway Oaks Dr., 150 N
Sacramento, CA 95833

CSC - LAWYERS INCORPORATING SERVICE

Agent of Service of Process for
WFG NATIONAL TITLE INSURANCE
2710 Gateway Oaks Dr., 150 N
Sacramento, CA 95833

CSC - LAWYERS INCORPORATING SERVICE

Agent of Service of Process for
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
2710 Gateway Oaks Dr., 150 N
Sacramento, CA 95833

WFG LENDER SERVICES, LLC

12909 SW 68TH PKWY STE 350
Portland, OR 97223

Exhibit E



4350 Executive Drive, Suite 350
San Diego, California 92121
Tel. 858.539.9767

November 13, 2023

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

VIA CERTIFIED U.S. MAIL

Williston Financial Group, LLC
12909 SW 68th Pkwy Ste 350
Portland, OR 97223

VIA CERTIFIED U.S. MAIL

WFG National Title Insurance Company
12909 SW 68th Pkwy Ste 350
Portland, OR 97223

VIA CERTIFIED U.S. MAIL

1505 Corporation CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: PAGA Notice of California Labor Code Claims against WFG National Title Insurance Company and Williston Financial Group, LLC

Dear PAGA Administrator:

Omnum Law APC represents Georgina Bautista, a former Escrow Officer employed by WFG National Title Insurance Company and Williston Financial Group, LLC (collectively, "WFG"). Ms. Bautista was employed by WFG in that capacity from approximately April 2019 through February 2022.

As set forth below, Ms. Bautista alleges that WFG failed to pay California-based Escrow Officers, however variously titled (collectively, "Aggrieved Employees"), as required by California law. Specifically, Ms. Bautista alleges that WFG failed to pay Aggrieved Employees overtime wages and an appropriate overtime rate for hours over 8 in a day or over 40 in a week, failed to provide them with legally compliant meal breaks and rest breaks, failed to reimburse them for necessary business expenses, failed to furnish them with accurate wage statements, and failed to pay them all earned wages timely and upon discharge.

Although Aggrieved Employees regularly work a significant amount of time beyond 40 hours per week to complete their job duties, WFG does not pay them for all of the overtime hours they work. Rather, Aggrieved Employees are generally not permitted to record all of their overtime hours worked each week, and thus, regularly work significant off-the-clock, unpaid overtime hours. On rare occasions when they receive overtime, WFG fails to include bonuses and/or commissions in Aggrieved Employees' regular rates of pay. Additionally, Aggrieved Employees are required to record a meal break, but regularly work through their meal breaks. Moreover, Aggrieved Employees are unable to

take their required rest breaks throughout the day. When Aggrieved Employees do not receive their meal or rest breaks, WFG regularly fails to pay them the required meal and rest break premiums, respectively. On those rare instances when a meal and/or rest break penalty is paid, it is not paid at the appropriate rate as it fails to include bonuses and/or commissions in Aggrieved Employees' regular rates of pay.

Additionally, Aggrieved Employees incur necessary business expenses including, but not limited to, personal phone and home internet/data expenses. WFG's expense reimbursement policy is not compliant because it does not reimburse Aggrieved Employees for these out-of-pocket expenses. Although WFG knew or otherwise should have known its Aggrieved Employees regularly incurred such necessary business expense, WFG failed to advise employees of their rights to submit necessary business expenses and/or denied certain requests for reimbursement for these necessary business expenses. Thus, Aggrieved Employees continue to incur these necessary business expenses without reimbursement, and with WFG's knowledge.

Ms. Bautista incurred expenses associated with the use of personal phone and home internet/data for business purposes. Ms. Bautista was not reimbursed for any of these expenses. Because Ms. Bautista is owed unpaid overtime compensation and expense reimbursement, Ms. Bautista was not paid all of her wages upon termination. Further, her paystubs did not accurately reflect her hours and expense reimbursement.

This letter serves as notice of Ms. Bautista's intent to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698 *et seq.*, on behalf of all Aggrieved Employees who worked for WFG in the State of California at any time since January 24, 2021, pursuant WFG's agreement to toll the PAGA statute of limitations effective January 24, 2022. Bautista alleges that WFG violated numerous provisions of the California Labor Code, including, but not limited to: §§ 201-204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, and 2802 and provisions of the applicable Wage Order. Ms. Bautista will seek all applicable civil penalties on behalf of all Aggrieved Employees, including but not limited to, penalties pursuant to the aforementioned statutes and the applicable Wage Order.

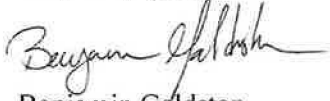
The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through further review or informal or formal discovery, Ms. Bautista becomes aware of additional compensation or penalties owed to current or former Aggrieved Employees or of additional claims against WFG, she reserves the right to revise these facts and/or add any new claims by amending this letter.

Based on the foregoing, Ms. Bautista intends to file a civil action to pursue claims against WFG and to seek PAGA remedies for these violations. Ms. Bautista respectfully requests that the Labor & Workforce Development Agency notify her if it intends to investigate the above allegations pursuant to PAGA.

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact us at (858) 539-9767.

California Labor and Workforce Development Agency
November 13, 2023

Very truly yours,

A handwritten signature in black ink, appearing to read "Benjamin Galdston".

Benjamin Galdston
(bgaldston@omnumlaw.com)

cc: Paolo C. Meireles, Esq.
SHAVITZ LAW GROUP, P.A.
951 Yamato Road, Suite 285
Boca Raton, FL 33431
(pmeirels@shavitzlaw.com)