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Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

SINDE TORRES and CRISTINA
GUERRERO, as individuals and on behalf
of all others similarly situated,

Plaintiffs,

vs.

FIDELITY NATIONAL MANAGEMENT
SERVICES, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **23CV418473**

**REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000.00

1 Plaintiffs Sinde Torres and Cristina Guerrero (together, “Plaintiffs”) hereby submit this
2 Class Action Complaint (“Complaint”) against Defendant Fidelity National Management
3 Services, LLC and Does 1 through 50 (hereinafter collectively referred to as “Defendants”) on
4 behalf of themselves and all other aggrieved employees of Defendants for penalties pursuant to
5 the Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), for Defendants’
6 violations of the California Labor Code, as follows:

7 **INTRODUCTION**

8 1. This class action is within the Court’s jurisdiction under California Labor Code §§
9 201-204, 222, 226, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*,), and the applicable Wage
10 Orders of the California Industrial Welfare Commission (“IWC”).

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against individuals who worked for Defendants.

13 3. Plaintiffs are informed and believe, and based thereon allege, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to pay minimum, regular, and overtime wages
16 for all hours worked, failing to timely pay wages upon separation of employment, and failing to
17 provide accurate itemized wage statements to its employees in the State of California.

18 4. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 have engaged in, among other things a system of willful violations of the California Labor Code,
20 by creating and maintaining policies, practices, and customs that knowingly deny employees the
21 above stated rights and benefits.

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of the California Labor Code §§
24 201-204, 222, 226, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, , and the applicable IWC
25 Wage Orders.

26 6. Venue is proper in Santa Clara County, because Defendants do business in Santa
27 Clara County and Plaintiffs worked for Defendants in Santa Clara County.

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PARTIES

7. Plaintiff Sinde Torres (“Torres”) began working for Defendants in or about September 2022, as a non-exempt hourly employee. Plaintiff is employed as a Senior Escrow Officer at Defendants’ office located in Saratoga, California and oversees the processing and finalizing of real estate transactions.

8. Plaintiff Cristina Guerrero (“Guerrero”) began working for Defendants in or about September 2022, as a non-exempt hourly employee. Plaintiff is employed as a Junior Escrow Officer at Defendants’ office located in Saratoga, California and assists in the processing of real estate transactions.

9. Plaintiffs were and are the victims of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived them of the rights guaranteed by California Labor Code §§ 201-204, 222, 226, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*

10. Plaintiffs are informed and believe and based thereon allege that Defendant Fidelity National Management Services, LLC was and is a Delaware limited liability company that provides title insurance and escrow services for real estate transactions in the State of California, including in Santa Clara County.

11. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. As such, and based upon all the facts and circumstances incident to Defendants’ business, Defendants are subject to California Labor Code §§ 201-204, 222, 226, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*

13. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this complaint when the true names and capacities are known. Plaintiffs are informed and believe and based thereon allege that each of said fictitious defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiffs and members of the general public and

1 class to be subject to the illegal employment practices, wrongs, and injuries complained of
2 herein.

3 14. At all times herein mentioned, each of said defendants participated in the doing of
4 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
5 Defendants, and each of them, were the agents, servants, and employees of each of the other
6 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
7 acting within the course and scope of said agency and employment.

8 15. Plaintiffs are informed and believe, and based thereon allege, that at all times
9 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
10 joint venturer of, or working in concert with each of the other co-Defendants and was acting
11 within the course and scope of such agency, employment, joint venture, or concerted activity.
12 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
13 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
14 Defendants.

15 16. At all times herein mentioned, Defendants, and each of them, were members of,
16 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
17 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

18 17. At all times herein mentioned, the acts and omissions of various Defendants, and
19 each of them, concurred and contributed to the various acts and omissions of each and all of the
20 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
21 herein mentioned, Defendants, and each of them, ratified each and every act or omission
22 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
23 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
24 damages as herein alleged.

25 **FIRST CAUSE OF ACTION**

26 **VIOLATION OF LABOR CODE § 2698, *ET SEQ***

27 **(BY PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

28 18. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as

1 though fully set forth herein.

2 19. Plaintiffs bring this cause of action as a proxy for the State of California and in
3 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
4 from May 2, 2022, through the present, for Defendants' violations of Labor Code §§ 201-204,
5 222, 226, 510, 558, 1194, 1197, 1197.1, arising from Defendants' policy and practice of: (a)
6 failing to pay all wages agreed upon, including minimum, regular, and overtime wages; (b)
7 failing to provide accurate itemized wage statements.

8 20. On or about May 2, 2023, Plaintiff Torres sent written notice to the California
9 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
10 §§ 204, 226, and 222, pursuant to the PAGA. On or about May 24, 2023, Plaintiff Torres sent a
11 supplemental notice to the LWDA informing it of Defendants' violations of Labor Code §§ 201-
12 203, 510, 558, 1194, 1197, and 1197.1, pursuant to the PAGA. In addition to the LWDA,
13 Plaintiff also sent her notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

14 21. On or about May 10, 2023, Plaintiff Guerrero sent written notice to the LWDA of
15 Defendants' violations of Labor Code §§ 201-204, 222, 226, 510, 558, 1194, 1197, and 1197.1,
16 pursuant to the PAGA. On or about May 24, 2023, Plaintiff Guerrero sent a supplemental notice
17 to the LWDA informing it of additional bases for Defendants' violation of Labor Code §§ 201-
18 204, 510, 558, and 1194. In addition to the LWDA, Plaintiff also sent her notice to Defendants
19 via certified mail pursuant to Labor Code § 2699.3.

20 22. As of the date of the filing of this Complaint, the LWDA has not responded to
21 Plaintiffs' written notice nor indicated that it intends to investigate the Labor Code violations
22 provided for in the written notices.

23 23. As such, pursuant to Labor Code § 2699(a), Plaintiffs seeks recovery of any and
24 all applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 222, 226,
25 510, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of themselves
26 and other Aggrieved Employees.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment for themselves and all others on whose
3 behalf this suit is brought against Defendants, jointly and severally, as follows:

4 1. Upon the First Cause of Action, for the full amount of penalties, as provided for
5 under the PAGA and relevant Labor Code sections including, but not limited to, 201, 202, 203,
6 204, 210, 222, 226, 226.3, 1194, 1197, 1197.1 and 2698, *et seq.*, and for costs and attorneys'
7 fees;

8 2. For such other and further relief that the Court may deem just and proper.

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10 DATED: July 7, 2023

DIVERSITY LAW GROUP, P.C.

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12 By: 
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14 Max W. Gavron
15 Kwanporn "Mai" Tulyathan
16 Attorneys for Plaintiffs and the Class
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