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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

BETTY SHA, an individual, on behalf of
herself and others similarly situated

PLAINTIFF,

v.

LOANDEPOT.COM, LLC; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 23CV418329

**[Case Assigned for All Purposes to Hon.
Theodore C. Zayner in Dept. 19]**

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
2. Violation of Business & Professions Code § 16600 and Labor Code § 432.5
3. Violation of Business & Professions Code § 17200
4. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff BETTY SHA, an individual, on behalf of herself, all others similarly situated, and
2 on behalf of the people of the State of California and as an “aggrieved employee” under Labor
3 Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), complains of
4 Defendant LOANDEPOT.COM, LLC (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
8 382, on behalf of Plaintiff and a Proposed Class defined as:

9 All persons who are employed or have been employed or classified
10 as an outside sales employee by LoanDepot.com, LLC, in the State
11 of California since four (4) years prior to the filing of this action to
the present. (“Proposed Class”)

12 2. For at least four (4) years prior to the filing of this action and continuing to the
13 present, Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost of using
14 their personal cell phones and other business-related expenses. Defendant required that Plaintiff
15 and the Proposed Class be available by cell phone and use their cell phones while working. While
16 Defendant did reimburse Plaintiff and the Proposed Class for the cost of using their cell phones,
17 this reimbursement was taxed, which meant that Plaintiff and the Proposed Class still had to cover
18 the costs of using their personal cell phone for business related purposes. Defendant has also failed
19 to reimburse Plaintiff and the Proposed Class for their mileage. Plaintiff and the Proposed Class
20 have not been compensated for the cost and maintenance of their personal vehicles in order to
21 perform their job duties during the relevant time period. Additionally, Plaintiff and the Proposed
22 Class incurred expenses outside of Defendant’s place of business in order to procure sales for
23 Defendant, and these expenses were not reimbursed by Defendant, despite Defendant knowing
24 that Plaintiff and the Proposed Class had to incur these expenses in order to perform and fulfill
25 their job duties. Plaintiff and the Proposed Class are required to work without being adequately
26 reimbursed for their necessary business expenses.

27 3. Plaintiff, on behalf of herself and all Proposed Class Members brings this action
28 pursuant to Labor Code §2802; 4-2001; and California Code of Regulations, Title 8, Section

1 11040, seeking unreimbursed expenses, other penalties, injunctive and other equitable relief, and
2 reasonable attorneys' fees and costs.

3 4. Labor Code § 432.5 provides that no employer shall require any employee to agree,
4 in writing, to any term or condition which is known by the employer to be prohibited by law. Here,
5 Defendant requires, as a condition of employment, that Plaintiff and other Class Members sign an
6 agreement which includes numerous supplemental terms that are prohibited by law

7 5. Plaintiff, on behalf of herself and all Proposed Class Members, pursuant to Business
8 & Professions Code § 16600, also seeks declaratory relief, restitution for recovered wages, voiding
9 of contracts that are uncollected, and disgorgement of all benefits Defendant enjoyed from its
10 unlawful conduct as described herein.

11 6. Plaintiff, on behalf of herself and all Proposed Class Members, pursuant to Business
12 & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of
13 all benefits Defendant enjoyed from its unlawful conduct as described herein.

14 7. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
15 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
16 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
17 pursuant to PAGA. Plaintiff, on behalf of herself and all aggrieved employees presently or
18 formerly employed by Defendant during the liability period as defined in her PAGA notice letter
19 (*see* Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
20 penalties for Defendant's violations of Labor §§ 204, 210, 221, 432.5, and 2802.

21 **II.**

22 **JURISDICTION AND VENUE**

23 8. This Court has subject matter jurisdiction over all causes of action asserted herein
24 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
25 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
26 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
27 State of California or is subject to adjudication in the courts of the State of California.

28 9. This Court has personal jurisdiction over Defendant because Defendant has caused

injuries in the County of Santa Clara and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code §§ 16600 and 17200, *et seq.*

10. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Santa Clara County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of Santa Clara.

11. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

12. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code § 2699, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.

PARTIES

A. PLAINTIFF

13. Plaintiff BETTY SHA is a resident of California who performed work for Defendant in the County of Santa Clara.

14. Plaintiff and the Proposed Class Members were regularly required to work without being reimbursed for their out of pocket expenses, including cell phone use, mileage, and other incurred expenses.

15. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

16. Plaintiff and all aggrieved employees as defined in her notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (*see* Labor Code §2699(c).)

///

B. DEFENDANTS

17. Defendant LOANDEPOT.COM, LLC is believed to be a California corporation operating within the State of California. Defendant's corporate address is believed to be 6561 Irvine Center Drive, Irvine, CA 92618. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

18. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

19. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Proposed Class Members.

20. Furthermore, Defendants acted in all respects as the employers or joint employers of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or engaged, thereby creating a common law employment relationship, with the Proposed Class. Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

IV.

FACTUAL BACKGROUND

21. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been employed by Defendant.

22. Upon information and belief, Plaintiff and the Proposed Class are covered by

1 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
2 Code of Regs. § 11040).

3 23. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
4 properly reimbursed expenses associated with the cost of using their personal cell phones, as well
5 as other incurred expenses that were necessary for the completion of their job duties. Defendant
6 has also failed to reimburse Plaintiff and the Proposed Class for the mileage on their personal
7 vehicles that was incurred as a necessary part of the performance of their job duties. Additionally,
8 Plaintiff and the Proposed Class incurred expenses outside of Defendant's place of business in
9 order to procure sales for Defendant, and these expenses were not reimbursed by Defendant,
10 despite Defendant knowing that Plaintiff and the Proposed Class had to incur these expenses in
11 order to perform and fulfill their job duties.

12 24. On a regular and consistent basis, for Plaintiff and the Proposed Class, Defendant
13 has failed to comply with Labor Code §432.5.

14 25. Defendant has engaged in wage theft, and illegal business contracts pursuant to
15 Business and Professions Code §§ 16600, and 17200-17208. As a result of these unlawful and
16 unfair business practices, Plaintiff seeks declaratory relief, injunctive relief, disgorgement of all
17 benefits, and restitution.

18 26. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

19 **V.**

20 **CLASS ACTION ALLEGATIONS**

21 27. Plaintiff brings this action on behalf of herself and all others similarly situated as a
22 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
23 proposed class composed of and defined as follows:

24 All persons who are employed or have been employed or classified
25 as an outside sales employee by LoanDepot.com, LLC, in the State
26 of California since four (4) years prior to the filing of this action to
the present. ("Proposed Class")

27 28. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
28 amend or modify the class description with greater specificity, by division into subclasses, or by

1 limitation to particular issues.

2 29. This action has been brought and may properly be maintained as a class action
3 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
4 community of interest in the litigation and the Proposed Classes are easily ascertainable.

5 **A. NUMEROSITY**

6 30. The potential members of the Proposed Class as defined are so numerous that
7 joinder of all the members of the Proposed Class is impracticable. While the precise number of
8 Proposed Class Members has not been determined at this time, Plaintiff is informed and believes
9 that Defendant currently employ, and during the relevant time periods employed over 50 members
10 of the Proposed Class.

11 31. Plaintiff alleges that Defendant's employment records would provide information
12 as to the number and location of all Proposed Class Members. Joinder of all members of the
13 Proposed Class is not practicable.

14 **B. COMMONALITY**

15 32. There are questions of law and fact common to the Proposed Class that predominate
16 over any questions affecting only individual Proposed Class Members. These common questions
17 of law and fact include, without limitation:

18 a. Whether Defendants violated Labor Code § 2802 and/or Wage Order 4-
19 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
20 cost of personal cell phone use, mileage, and other incurred expenses;

21 b. Whether Defendant violated § 16600, *et seq.* of the Business & Professions
22 Code by engaging in the acts previously alleged; and

23 c. Whether Plaintiff and the members of the Proposed Class are entitled to
24 relief pursuant to Business & Professions Code § 16600, *et seq.* as a result of Defendant's illegal
25 labor contract and non-compete agreement in violation of Business and Professions Code sections
26 § 16600 and Labor Code Section 432.5;

27 d. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
28 Code by engaging in the acts previously alleged; and

1 e. Whether Plaintiff and the members of the Proposed Class are entitled to
2 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

3 f. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts
4 alleged herein.

5 **C. TYPICALITY**

6 33. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
7 all members of the Proposed Class sustained injuries and damages arising out of and caused by
8 Defendant's common course of conduct in violation of laws, regulations that have the force and
9 effect of law, and statutes as alleged herein.

10 **D. ADEQUACY OF REPRESENTATION**

11 34. Plaintiff will fairly and adequately represent and protect the interests of the
12 members of the proposed Class.

13 35. Counsel who represent Plaintiff and the Proposed Class are competent and
14 experienced in litigating large employment class actions.

15 **E. SUPERIORITY OF CLASS ACTION**

16 36. A class action is superior to other available means for the fair and efficient
17 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
18 practicable, and questions of law and fact common to the Proposed Class predominate over any
19 questions affecting only individual members of the Proposed Class. Each member of the Proposed
20 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
21 practice of failing to reimburse expenses.

22 37. Class action treatment will allow those similarly situated persons to litigate their
23 claims in the manner that is most efficient and economical for the parties and the judicial system.
24 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
25 action that would preclude its maintenance as a class action.

26 ///

27 ///

28 ///

1 **VI.**

2 **FIRST CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

4 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

5 **LABOR CODE § 2802**

6 38. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
7 reference all previous paragraphs.

8 39. Labor Code § 2802 requires employers to indemnify employees for all necessary
9 expenditures incurred by employees in the discharge of their duties.

10 40. Defendant has failed adequately compensate Plaintiff and the Proposed Class the
11 cost of using their personal cell phones and other business-related expenses. Defendant required
12 that Plaintiff and the Proposed Class be available by cell phone and answer/use their cell phones
13 while working. While Plaintiff and the Proposed Class were reimbursed for the cost of using their
14 cell phones, this reimbursement was taxed, which meant that Plaintiff and the Proposed Class still
15 had to cover the costs of using their personal cell phones for business related purposes. As such,
16 Plaintiff and the Proposed Class were not adequately compensated for the cost of using their
17 personal cell phone.

18 41. Additionally, as Outside Sales employees, Plaintiff and the Proposed Class
19 frequently incurred expenses outside of Defendant's place of business in an attempt to procure
20 sales, and these expenses were not reimbursed by Defendant, despite Defendant knowing that
21 Plaintiff and the Proposed Class had to incur these expenses in order to perform and fulfill their
22 job duties. Defendant knew that Plaintiff and the Proposed Class had to incur various costs outside
23 of Defendant's place of business in order to procure sales, and yet Defendant failed to provide
24 Plaintiff and the Proposed Class with any form of reimbursement for these incurred costs.

25 42. Defendant also required Plaintiff and the Proposed Class to travel between job sites
26 to perform work tasks. Plaintiff and the Proposed Class used their own vehicles to travel to procure
27 sales as a part of their job duties. Defendant did not reimburse Plaintiff and the Proposed Class for
28 their vehicle use for travel during the course of a work shift, in violation of California law, despite

1 Plaintiff and the Proposed Class needing to use their vehicle in order to complete their job duties.

2 43. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class
3 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
4 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

5 **VII.**

6 **SECOND CAUSE OF ACTION**

7 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

8 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE §**

9 **16600; CAL. LAB. CODE § 432.5**

10 38. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
11 reference all previous paragraphs.

12 39. Plaintiff, on behalf of herself, on behalf of the general public, and on behalf of the
13 Proposed Class, bring this claim pursuant to Business & Professions Code § 16600, *et seq*, which
14 states in part that, "Every contract by which anyone is restrained from engaging in a lawful
15 profession, trade, or business of any kind is to that extent void." Labor Code § 432.5 further states,
16 "No employer ... shall require any employee to agree, in writing, to any term or condition which
17 is known by such employer... to be prohibited by law."

18 40. As a mandatory condition of employment, Defendant required Plaintiff and
19 Proposed Class Members to execute onboarding documents that include an "Investment Recovery"
20 clause and/or a "Guarantee Offer/Extension" letter which include numerous terms that are
21 prohibited by law, including but not limited to the following:

- 22
- 23 a. If loanDepot eliminates the Guarantee, you will be paid solely the commissions earned for
24 that Guarantee Period, and you agree that loanDepot can charge back the difference
25 between the incentive compensation you earned (if any) during the Guarantee Period and
26 the Guarantee advance from your subsequent paycheck(s), final paycheck, future bonus or
27 commissions, or other compensation where allowed by applicable law... To retain the full
28 Guarantee, it is a requirement that you must remain employed for 12 months following
your start date with loanDepot. You agree that, if your employment ends for any reason,
whether voluntary or involuntary, prior to the 12 month anniversary of your start date, you
do not meet all of the conditions and requirements to receive the Guarantee, even if you
met minimum production requirements during your first year of employment. If you do not
remain employed for 12 months following your start date, you agree that loanDepot can
charge back the difference between the incentive compensation you earned (if any) during

1 each Guarantee Period and each Guarantee advance that you received during your first year
2 of employment from your final paycheck, future bonus or commissions, or other
3 compensation where allowed by applicable law.

4 If there are insufficient funds to cover the outstanding amount due or applicable law
5 prohibits loanDepot from recovering the advance from your next paycheck or from your
6 final pay (depending on circumstances), you agree that you will pay any outstanding
7 difference between the incentive compensation earned and Guarantee advance within 30
8 calendar days from the date you are notified by loanDepot that a charge back has occurred.
9 Any amount that remains unpaid for more than 30 days after demand by the Company shall
10 accrue interest at the rate of nine percent (9%) per year, compounded at the end of each
11 calendar quarter, until paid.

12 41. Provisions of Defendant's agreements and onboarding documents, as described
13 above, that Plaintiff and Proposed Class Members were required to sign as a condition of
14 employment, explicitly violate several provisions of California law and public policy. Plaintiff and
15 Proposed Class Members were required to agree to an unlawful loan agreement with a one year
16 forfeiture clause that sought to recoup wages and/or draw wages that were already paid and taxed.
17 As such, Defendant's violation of Labor Code Labor Code §432.5 was all done on a regular and
18 consistent basis and Defendant has violated Labor Code § 432.5 with respect to Plaintiff and
19 Proposed Class Members.

20 42. The actions of Defendant in uniformly maintaining these illegal employment
21 contracts which act as a restraint in trade is unlawful under Business and Professions Code sections
22 16600.

23 43. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class are
24 entitled restitution and disgorgement of wages recovered from Plaintiff and members of the
25 proposed Class through the collections process and the voiding of contracts that Defendant has
26 sent to collections that remain uncollected.

27 **VIII.**

28 **THIRD CAUSE OF ACTION**

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

44. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
reference all previous paragraphs.

1 45. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself,
2 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
3 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
4 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
5 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
6 interest within the meaning of Code of Civil Procedure § 1021.5.

7 46. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
8 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
9 appropriate equitable relief.

10 47. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
11 practices.

12 48. California’s wage and hour laws express fundamental public policies. Providing
13 employees with proper wages and compensation are fundamental public policies of this State and
14 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
15 vigorously minimum labor standards, to ensure that employees are not required or permitted to
16 work under substandard and unlawful conditions, and to protect law-abiding employers and their
17 employees from competitors who lower their costs by failing to comply with minimum labor
18 standards.

19 49. Defendant has violated statutes and public policies as alleged herein. Through the
20 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
21 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
22 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
23 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
24 guaranteed to all employees under law.

25 50. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
26 violation of § 17200, *et seq.* of the Business & Professions Code.

27 51. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
28 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of

§ 17200, *et seq.* of the Business & Professions Code.

52. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

53. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the proposed Class the money Defendant has unlawfully failed to pay.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND ALL AGGRIEVED EMPLOYEES

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

54. Plaintiff, on behalf of herself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

55. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§ 204, 210, 221, 432.5, and 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, which call for civil penalties.

56. Plaintiff brings this representative action on behalf of herself and the State of California as well as on behalf of two groups of aggrieved employees defined as:

- a. All persons who are employed or have been employed as an employee by LoanDepot.com, LLC, in the State of California since one (1) year prior to the date of Plaintiff's letter to the LWDA and continuing to the present. ("Aggrieved California Employees")
- b. All persons who are employed or have been employed or classified as an outside sales employee by LoanDepot.com, LLC, in the State of California since one (1)

1 year prior to the date of Plaintiff's letter to the LWDA and continuing to the present.
2 ("Aggrieved Outside Sales Employees")

3 57. In addition to the Labor Code §§ 432.5 and 2802 claims alleged in detail above,
4 Plaintiff also alleges that Defendant violated Labor Code §§ 204, 210, and 221 as the basis for a
5 PAGA claim on behalf of the aggrieved employees.

6 58. For at least one (1) year prior to the date of the letter sent to the Labor and
7 Workforce Development Agency and Defendant giving notice of these PAGA claims and
8 continuing to the present, Defendant has violated Labor Code §§ 204(d) and 210 with respect to
9 the Aggrieved California Employees. Defendant failed to pay Plaintiff and the Aggrieved
10 California Employees all wages for a biweekly payroll period within seven (7) calendar days
11 following the close of the payroll period in violation of Labor Code §§ 204(d) and 210. Here,
12 Plaintiff and the Aggrieved California Employees were paid after the seventh (7th) day following
13 the close of the payroll period in violation of these statutes. Specifically, Plaintiff and the
14 Aggrieved California Employees were consistently paid on the 15th and 28th day of each month,
15 instead of within seven (7) calendar days following the close of the payroll period.

16 59. Defendant's violation of Labor Code §§ 204(d) and 210 was all done on a regular
17 and consistent basis.

18 60. Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has
19 violated Labor Code §§ 204(d) and 210 with respect to Plaintiff and the Aggrieved California
20 Employees.

21 61. As a result of the acts alleged above, Plaintiff, on behalf of herself and the
22 Aggrieved California Employees, seeks penalties under Labor Code § 2699, et seq. because of
23 Defendant's violation of Labor Code §§ 204(d) and 210, for which a civil penalty applies under
24 PAGA.

25 62. For at least one (1) year prior to the date of the letter sent to the Labor and
26 Workforce Development Agency and Defendant giving notice of these PAGA claims and
27 continuing to the present, Defendant has violated Labor Code § 221 with respect to the Aggrieved
28 Outside Sales Employees.

1 63. As a result of Defendant's unlawful agreements and onboarding documents, as
2 described above in detail, Defendant violated Labor Code § 221 with respect to Plaintiff and the
3 Aggrieved Outside Sales Employees. Labor Code § 221 provides that "it shall be unlawful for any
4 employer to collect or receive from an employee any part of wages theretofore paid by said
5 employer to said employee." Defendant required Plaintiff and the Aggrieved Outside Sales
6 Employees to authorize Defendant to recoup wages and/or draw wages that were already paid and
7 taxed.

8 64. As such, Plaintiff and the Aggrieved Outside Sales Employees were subject to
9 deductions from their wages by Defendant, despite Defendant already paying Plaintiff and the
10 Aggrieved Outside Sales Employees these wages. By making these deductions from Plaintiff and
11 the Aggrieved Outside Sales Employees, Defendant violated Labor Code § 221.

12 65. Defendant's violation of Labor Code § 221 was all done on a regular and consistent
13 basis.

14 66. As a result of the acts alleged above, Plaintiff, on behalf of herself and the
15 Aggrieved Outside Sales Employees, seeks penalties under Labor Code § 2699, et seq. because of
16 Defendant's violation of Labor Code § 221, for which a civil penalty applies under PAGA.

17 67. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
18 2699, et seq. because of Defendant's violation of Labor Code §§ 204, 210, 221, 432.5 and 2802,
19 which call for civil penalties.

20 68. For each such penalty, Plaintiff and the aggrieved employees are entitled to
21 penalties in an amount to be shown at trial, subject to the following formula:

22 a. \$100 for the initial violation per employee per pay period.

23 b. \$200 for each subsequent violation per employee per pay period.

24 69. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
25 twenty-five percent (25%) to the affected employees.

26 70. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
27 LWDA¹ and mailed a letter by certified mail to Defendant's entity address, which is 6561 Irvine

28

¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California

Center Drive, Irvine, CA 92618, as proscribed by the Code on June 30, 2023, describing Defendant's conduct in violation of Labor Code §§ 204, 210, 221, 432.5, and 2802 (*see* Exhibit "1.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2").

71. As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' unreimbursed out of pocket expenses as a requirement of employment;

2. An award of prejudgment and post judgment interest;

3. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with reimbursed expenses pursuant to Labor Code § 2802, and IWC 4-2001;

4. For restitution and disgorgement of wages recovered from Plaintiff and members of the proposed Class through the collections process and the voiding of contracts that Defendant has sent to collections that remain uncollected pursuant to Business & Professions Code § 16600, *et seq.*, in an amount as may be proven;

5. For declaratory relief finding the agreement is unenforceable under Business & Professions Code § 16600.

6. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

7. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor

Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 Code §§ 204, 210, 221, 432.5, and 2802;

2 8. An award providing for payment of costs of suit;

3 9. An award of attorneys' fees; and

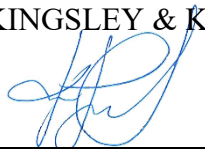
4 10. Such other and further relief as this Court may deem proper and just.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

7
8 DATED: September 28, 2023

KINGSLEY & KINGSLEY, APC

9
10 By: 

Kelsey M. Szamet

11 Attorneys for Plaintiff and the Proposed Class
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EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

June 30, 2023

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/308>

LoanDepot.com, LLC
6561 Irvine Center Drive
Irvine, CA 92618
Via Certified Mailing # 7022 3330 0002 1335 6697

Re: Betty Sha v. LoanDepot.com, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Betty Sha (“Plaintiff”) and a proposed group of current and former employees working for LoanDepot.com, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of two groups of aggrieved employees defined as follows:

1. All persons who are employed or have been employed as an employee by LoanDepot.com, LLC, in the State of California since one (1) year prior to the date of this letter and continuing to the present. (“Aggrieved California Employees”).
2. All persons who are employed or have been employed or classified as an outside sales employee by LoanDepot.com, LLC, in the State of California since one (1) year prior to the date of this letter and continuing to the present. (“Aggrieved Outside Sales Employees”)

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed adequately compensate Plaintiff and the Aggrieved Outside Sales Employees the cost of using their personal cell phones and other business-related expenses. Defendant required that Plaintiff and the Aggrieved Outside Sales Employees be available by cell phone and

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 30, 2023

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answer/use their cell phones while working. While Plaintiff and the Aggrieved Outside Sales Employees were reimbursed for the cost of using their cell phones, this reimbursement was taxed, which meant that Plaintiff and the Aggrieved Outside Sales Employees still had to cover the costs of using their personal cell phones for business related purposes. As such, Plaintiff and the Aggrieved Outside Sales Employees were not adequately compensated for the cost of using their personal cell phone. Additionally, as Outside Sales employees, Plaintiff and the Aggrieved Outside Sales Employees frequently incurred expenses outside of Defendant's place of business in an attempt to procure sales, and these expenses were not reimbursed by Defendant, despite Defendant knowing that Plaintiff and the Aggrieved Outside Sales Employees had to incur these expenses in order to perform and fulfill their job duties. Defendant knew that Plaintiff and the Aggrieved Outside Sales Employees had to incur various costs outside of Defendant's place of business in order to procure sales, and yet Defendant failed to provide Plaintiff and the Aggrieved Outside Sales Employees with any form of reimbursement for these incurred costs.

Defendant also required Plaintiff and the Aggrieved Outside Sales Employees to travel between job sites to perform work tasks. Because Defendant did not provide buses or other transportation to workers so that they could travel in the middle of their shifts, Plaintiff and the Aggrieved Outside Sales Employees used their own vehicles to travel to procure sales as a part of their job duties. Defendant did not reimburse Plaintiff and the Aggrieved Outside Sales Employees for their vehicle use for travel during the course of a work shift, in violation of California law, despite Plaintiff and the Aggrieved Outside Sales Employees needing to use their vehicle in order to complete their job duties.

Defendant failed to pay Plaintiff and the Aggrieved California Employees all wages for a biweekly payroll period within seven (7) calendar days following the close of the payroll period in violation of Labor Code §§ 204(d) and 210. Here, Plaintiff and the Aggrieved California Employees were paid after the seventh (7th) day following the close of the payroll period in violation of these statutes. Specifically, Plaintiff and the Aggrieved California Employees were consistently paid on the 15th and 28th day of each month, instead of within seven (7) calendar days following the close of the payroll period. As such, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §§ 204(d) and 210 with respect to Plaintiff and the Aggrieved California Employees.

Defendant has violated § 432.5. Labor Code § 432.5 provides that no employer shall require any employee to agree, in writing, to any term or condition which is known by the employer to be prohibited by law. Here, Defendant requires, as a condition of employment, that Plaintiff and the Aggrieved Outside Sales Employees sign onboarding documents that include an "Investment Recovery" clause and/or a "Guarantee Offer/Extension" letter which include numerous terms that are prohibited by law, including but not limited to the following:

- a. If loanDepot eliminates the Guarantee, you will be paid solely the commissions earned for that Guarantee Period, and you agree that loanDepot can charge back the difference

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 30, 2023

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between the incentive compensation you earned (if any) during the Guarantee Period and the Guarantee advance from your subsequent paycheck(s), final paycheck, future bonus or commissions, or other compensation where allowed by applicable law... To retain the full Guarantee, it is a requirement that you must remain employed for 12 months following your start date with loanDepot. You agree that, if your employment ends for any reason, whether voluntary or involuntary, prior to the 12 month anniversary of your start date, you do not meet all of the conditions and requirements to receive the Guarantee, even if you met minimum production requirements during your first year of employment. If you do not remain employed for 12 months following your start date, you agree that loanDepot can charge back the difference between the incentive compensation you earned (if any) during each Guarantee Period and each Guarantee advance that you received during your first year of employment from your final paycheck, future bonus or commissions, or other compensation where allowed by applicable law.

If there are insufficient funds to cover the outstanding amount due or applicable law prohibits loanDepot from recovering the advance from your next paycheck or from your final pay (depending on circumstances), you agree that you will pay any outstanding difference between the incentive compensation earned and Guarantee advance within 30 calendar days from the date you are notified by loanDepot that a charge back has occurred. Any amount that remains unpaid for more than 30 days after demand by the Company shall accrue interest at the rate of nine percent (9%) per year, compounded at the end of each calendar quarter, until paid.

Provisions of Defendant's agreements and onboarding documents, as described above, that Plaintiff and the Aggrieved Outside Sales Employees were required to sign as a condition of employment, explicitly violate several provisions of California law and public policy. Plaintiff and the Aggrieved Outside Sales Employees were required to agree to an unlawful loan agreement with a one year forfeiture clause that sought to recoup wages and/or draw wages that were already paid and taxed. As such, Plaintiff is an aggrieved employee and Defendant has violated Labor Code § 432.5 with respect to Plaintiff and the Aggrieved Outside Sales Employees.

As a result of Defendant's unlawful agreements and onboarding documents, as described above, Defendant has also violated Labor Code § 221 with respect to Plaintiff and the Aggrieved Outside Sales Employees. Labor Code § 221 provides that "it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Defendant required Plaintiff and the Aggrieved Outside Sales Employees to authorize Defendant to recoup wages and/or draw wages that were already paid and taxed. As such, Plaintiff and the Aggrieved Outside Sales Employees were subject to deductions from their wages by Defendant, despite Defendant already paying Plaintiff and the Aggrieved Outside Sales Employees these wages. By making these deductions from Plaintiff and the Aggrieved Outside Sales Employees, Defendant violated Labor Code § 221.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 30, 2023

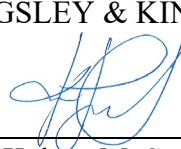
Page 4 of 4

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 204, 210, 221, 432.5, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

[KMS/tg]

Cc: 1. Abramson Labor Group, 3580 Wilshire Blvd Ste 1260, , Los Angeles, CA90010-2513

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

(818) 990-8300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Betty Sha

Plaintiff/Aggrieved Employee Occupation *

Salesperson

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

LoanDepot.com, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

6561 Irvine Center Drive	Irvine
Employer State * California	Employer Zip/Postal Code * 92618
Employer Industry * Other	Employer Industry for "Other" * Mortgage Lending

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☐ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☐ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☐ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

(818) 990-8300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

[REDACTED] ▼

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** PAGA Letter –....com, LLC.pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

Thank you for submission of your PAGA Case.

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Fri 6/30/2023 4:09 PM

To: **Service Email** <service@kingsleykingsley.com>

External Email!

6/30/2023

LWDA Case No. LWDA-CM-965611-23

Law Firm : Kingsley & Kingsley, APC

Plaintiff Name : Betty Sha

Employer: https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Flinkprotect.cudasvc.com%2Furl%3Fa%3Dhttps%253a%252f%252fLoanDepot.com%26c%3DE%2C1%2CYym7G5Gug5I7GFztzZprZByXRT_CT0gJOH7cbwNlji0T5Vh9YsuwDjh4J8Gnu0WbNqD10ERup5BDnoCMgN20MK5glJpDPKVeTsCfoJQiJQE23TdZ04ezCJDT%26typo%3D1&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cba5ee6735dfd452862fb08db79beffe1%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638237633478017218%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=pWzBrN3FpcB24HqvlzCEnafgkqFUK%2FA18bDJCdON7oc%3D&reserved=0, LLC

https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Flinkprotect.cudasvc.com%2Furl%3Fa%3Dhttps%253a%252f%252fLoanDepot.com%26c%3DE%2C1%2CYym7G5Gug5I7GFztzZprZByXRT_CT0gJOH7cbwNlji0T5Vh9YsuwDjh4J8Gnu0WbNqD10ERup5BDnoCMgN20MK5glJpDPKVeTsCfoJQiJQE23TdZ04ezCJDT%26typo%3D1&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cba5ee6735dfd452862fb08db79beffe1%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638237633478017218%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=pWzBrN3FpcB24HqvlzCEnafgkqFUK%2FA18bDJCdON7oc%3D&reserved=0, LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of

Labor and Workforce Development Agency

Website: <https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cba5ee6735dfd452862fb08db79beffe1%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638237633478017218%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=w%2BKyWEEn6zRnD6L9U0iVhQOXGEZWEZW%2BtOOCWWL4KGzk%3D&reserved=0>

<http://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cba5ee6735dfd452862fb08db79beffe1%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638237633478017218%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=w%2BKyWEEn6zRnD6L9U0iVhQOXGEZWEZW%2BtOOCWWL4KGzk%3D&reserved=0>

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Fri 6/30/2023 4:09 PM

To: **Service Email** <service@kingsleykingsley.com>

External Email!

Thank you for your payment.

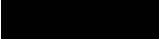
Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-965611-23

Order Number: ORD-000237746

Total: \$75.00

Card Type: 

Date: 6/30/2023

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436