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Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

Attorneys for Plaintiff

HELEN ROBINSON, on behalf of herself

and all others similarly situated

SUMMONS ISSUED

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

HELEN ROBINSON, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

ALAMEDA MORTGAGE CORPORATION,
a California Corporation; and Does 1-20,

Defendants.

Case No. C23-02306

COMPLAINT FOR DAMAGES:

- 1. Failure to Pay Minimum Wage for All Hours Worked;**
- 2. Failure to Pay Overtime Wages;**
- 3. Failure to Keep Accurate Time Records;**
- 4. Failure to Provide Accurate Wage Statements;**
- 5. Violation of California Unfair Competition Law, Bus. & Prof. Code § 17200 *et seq.*;**
- 6. Failure to Provide Required Meal Periods;**
- 7. Failure to Provide Required Rest Periods;**
- 8. Failure to Reimburse Employees for Required Expenses; and**
- 9. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.***

JURY TRIAL DEMANDED

1 Plaintiff HELEN ROBINSON, also known as Helen Ehling (“Plaintiff”), on behalf of herself
2 and all other similarly situated employees, hereby files this Complaint against Defendants ALAMEDA
3 MORTGAGE CORPORATION (“ALAMEDA MORTGAGE”), a California Corporation, and Does 1
4 through 20 (collectively referred to as “Defendants”). Plaintiff alleges as follows:

5 **INTRODUCTION**

6 1. This is an individual and representative civil action brought by Plaintiff, a former
7 employee of Defendants, for misclassification of Plaintiff and other similarly situated employees as
8 exempt from overtime, for failure to provide meal and rest periods, failure to pay minimum wages,
9 failing to pay overtime wages, providing inaccurate wage statements, failure to reimburse for necessary
10 business expenses, and derivative civil and statutory penalties. Plaintiff seeks these damages and
11 penalties, plus interest and attorney’s fees, on behalf of herself and all other similarly situated
12 employees.

13 2. During all relevant times, Plaintiff and similarly situated employees worked for
14 Defendants and were classified as exempt, but Defendants routinely required Plaintiff and similarly
15 situated employees to primarily perform non-exempt duties the majority of the time. In this way,
16 Defendants misclassified Plaintiff, and failed to pay Plaintiff and similarly situated employees for all
17 hours worked and for premium overtime pay, and issued wage statements to Plaintiff and similarly
18 situated employees that did not comply with California law because, among other things, they did not
19 include all hours worked, did not include rates of pay, and did not include overtime. As a matter of
20 policy and practice, Defendants failed to provide Plaintiff and similarly situated employees meal and
21 rest periods. Defendants also failed and refused to provide Plaintiff and similarly situated employees
22 with all wages due and owing upon their termination or within seventy-two (72) hours of their
23 separation. Defendants also failed and refused to reimburse Plaintiff and similarly situated employees
24 for all work-related expenses.

25 **JURISDICTION AND VENUE**

26 3. The Contra Costa County Superior Court has jurisdiction in this matter based on alleged
27 violations of California Labor Code §§ 201-03, 226, 256, 510, 512, 1174, 1194, 1197.1, 2698, Code of
28 Civil Procedure § 410.10, and Business & Professions Code § 17200 et seq.

4. Venue is proper pursuant to Code of Civil Procedure §§ 395(a) and 395.5, in that Defendants maintain offices and facilities and transact business in the County of Contra Costa, and Defendants' illegal policies and practices, which are the subject of this action were applied, at least in part, to Plaintiff in the County of Contra Costa.

PARTIES

5. Plaintiff is over the age of eighteen and a resident of the State of California, County of Placer. Plaintiff was employed by Defendants in California from May 21, 2018 to September 16, 2022.

6. ALAMEDA MORTGAGE is a California Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the State of California.

7. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

8. On July 13, 2023, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act (“PAGA”) Notice with the California Labor & Workforce Development Agency (“LWDA”). After the expiration of 65 days from the filing of the PAGA Notice, if the LWDA does not respond, Plaintiff will have fully exhausted her administrative remedy.

GENERAL ALLEGATIONS

9. Plaintiff worked for ALAMEDA MORTGAGE as a Corporate Loan Manager from approximately May 21, 2018, until she was terminated on September 16, 2022.

10. Plaintiff and similarly situated employees worked for ALAMEDA MORTGAGE as misclassified exempt employees in California, although Plaintiff's position did not qualify for any

1 exemption under California law. Plaintiff and similarly situated employees were paid a guaranteed base
2 salary of only \$4,000.00 per month, which annualized to \$48,000.00 per year, which is not enough to
3 satisfy the salary test for exemption status. Plaintiff and similarly situated employees were paid
4 additional sums in bonuses and commissions, but to be exempt, an employee must receive a pre-
5 determined guaranteed salary of at least two times the applicable minimum wage, which ALAMEDA
6 MORTGAGE failed to pay. At times, ALAMEDA MORTGAGE referred to Plaintiff and similarly
7 situated employees as non-exempt employees but provided them with none of the protections that non-
8 exempt employees enjoy, such as overtime pay and meal and rest periods.

9 11. Moreover, Plaintiff and similarly situated employees spent most of their work time
10 engaged in non-exempt work duties. Consequently, ALAMEDA MORTGAGE willfully and
11 deliberately misclassified Plaintiff and similarly situated employees as employees who were exempt
12 from the overtime provisions of the California Labor Code and the applicable Wage Orders.

13 12. As a result of the misclassification, ALAMEDA MORTGAGE failed to pay minimum
14 wages or overtime for all hours worked. Plaintiff and similarly situated employees worked overtime
15 hours over the weekly maximum of the applicable wage order without overtime premium pay at the
16 regular rate of pay. Plaintiff and similarly situated employees worked substantial amounts of overtime
17 hours without any overtime compensation. Plaintiff estimates she regularly worked 40-60 hours per
18 week. ALAMEDA MORTGAGE routinely required Plaintiff and similarly situated employees to work
19 more than eight (8) hours per day, and/or forty (40) hours per week without paying minimum wage or
20 overtime for the additional hours worked. Plaintiff is informed and believes that other exempt and non-
21 exempt employees did not receive all overtime and minimum wages earned.

22 13. In addition, ALAMEDA MORTGAGE also did not allow Plaintiff and similarly situated
23 employees, both exempt and non-exempt, to take their statutorily required meal and rest periods.
24 ALAMEDA MORTGAGE failed to provide Plaintiff and other similarly situated employees a 30-
25 minute, duty-free meal period before the end of the fifth hour of work as required under the law.
26 ALAMEDA MORTGAGE also failed to provide rest periods to Plaintiff and similarly situated
27 employees for every 4 hours worked or major fraction thereof.

14. ALAMEDA MORTGAGE failed to reimburse Plaintiff and similarly situated employees for required business expenses, including but not limited to mileage and business use of her personal cellular phone.

15. As a result of these violations, ALAMEDA MORTGAGE did not provide Plaintiff and similarly situated employees legally compliant wage statements noting, among other things, total hours worked, gross wages earned, the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

16. Also, for the reasons identified above, including unpaid overtime and minimum wages, ALAMEDA MORTGAGE failed to pay Plaintiff and similarly situated employees their final wages timely in accordance with the requirements of Labor Code sections 201 and 202.

17. Plaintiff is informed and believes that ALAMEDA MORTGAGE committed numerous other violations of the California Labor Code, including but not limited to those identified in this Complaint. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether she experienced them personally or not.

FIRST CAUSE OF ACTION
Failure to Pay Minimum Wage for All Hours Worked
[Cal. Labor Code § 1194]
(Against All Defendants)

18. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

19. Defendants are required to compensate Plaintiff and similarly situated employees with at least minimum wage for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

20. Defendants were aware of the obligation to pay the minimum wage but failed to do so.

21. Defendants' conduct described herein violates California Labor Code § 1194, and applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff now seeks these wages,

1 liquidated damages pursuant to California Labor Code § 1194.2, attorney's fees and costs, and interest
2 pursuant to California Labor Code § 1194.

3 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

4 **SECOND CAUSE OF ACTION**
5 **Failure to Pay Overtime Wages**
6 **[Cal. Labor Code § 510]**
7 **(Against All Defendants)**

8 22. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above
9 as though fully set forth herein.

10 23. During the period Plaintiff was employed by Defendants, Defendants were required to
11 compensate her with premium overtime wages pursuant to the Wage Order and California Labor Code
12 §§ 510, 1194. Although Plaintiff regularly worked in excess of eight (8) hours a day and/or forty (40)
13 hours per week, Defendants failed to pay all overtime wages owed to her.

14 24. Although Defendants classified Plaintiff as an exempt employee, Plaintiff's salary,
15 position and duties failed to meet the requirements of any exemption in the applicable Wage Order and
16 California Labor Code section 510.

17 25. Defendants' conduct described herein violates California Labor Code sections 510 and
18 1194, and applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been
19 damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks
20 these wages, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

21 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

22 **THIRD CAUSE OF ACTION**
23 **Failure to Keep Accurate Time Records**
24 **[Cal. Labor Code § 1174(d)]**
25 **(Against All Defendants)**

26 26. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above
27 as though fully set forth herein.

28 27. Pursuant to Labor Code § 1174(d), an employer must keep payrolls records which show
the daily hours worked by and wages paid to employees. These records must be kept on file for not less
than three years.

28. Defendants did not keep accurate information regarding all hours worked by Plaintiff and similarly situated employees, largely by failing to accurately record all time worked on their time records.

29. Plaintiff is entitled to, and does hereby seek, monetary damages and injunctive relief requiring Defendants to comply with Labor Code § 1174(d), and all applicable damages and civil penalties.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

FOURTH CAUSE OF ACTION
Failure to Provide Accurate Wage Statements
[Cal. Labor Code § 226]
(Against All Defendants)

30. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

31. Pursuant to Labor Code § 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- (5) net wages earned,
- (6) the inclusive dates of the period for which the employee is paid,
- (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number,
- (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

32. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the

requirements set forth in Labor Code § 226(a). Defendants also failed to list on the wage statements provided to Plaintiff and similarly situated employees all hours worked.

33. Plaintiff has suffered injury as a result of Defendants' failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code § 226, subdivision (a), and Plaintiff cannot promptly and easily determine (i.e., a reasonable person in Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) her hours worked and all applicable pay rates from the wage statement alone because Defendants paid her a flat salary.

34. Plaintiff is entitled to, and does hereby seek, monetary damages and injunctive relief requiring Defendants to comply with Labor Code § 226(a) and all applicable damages and civil penalties.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

FIFTH CAUSE OF ACTION
Violation of Unfair Competition Law
[Cal. Bus. & Prof. Code § 17200 et seq.]
(Against All Defendants)

35. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

36. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the California Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

37. Plaintiff and similarly situated employees were not paid all wages owed during their employment, especially since Defendants misclassified Plaintiff and similarly situated employees as exempt from overtime. Defendants also failed to provide legally compliant paystubs to Plaintiff throughout the employment relationship, among other Labor Code violations set forth herein.

38. Such actions and conduct constitute a violation of the California Unfair Competition Law ("UCL") (California Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Prods. Co.*, 23 Cal. 4th 163 (2000).

39. Plaintiff is entitled to restitution as a result of Defendants' unfair business practices, including, but not limited to, injunctive relief pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for up to four (4) years from the filing of this Action.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

SIXTH CAUSE OF ACTION
Failure to Provide Required Meal Periods
[Cal. Labor Code §§ 226.7 & 512]
(Against All Defendants)

40. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

41. Defendants from time to time failed to provide all the legally required off-duty meal breaks to Plaintiff as required by the applicable Wage Order and Labor Code. Plaintiff was not paid penalty compensation as required by applicable law.

42. Defendants further violated California Labor Code § 226.7 and the applicable IWC Wage Order by failing to compensate Plaintiff who was not provided a timely meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a lawful meal period was not provided.

43. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

SEVENTH CAUSE OF ACTION
Failure to Provide Required Rest Periods
[Cal. Labor Code §§ 226.7 & 512]
(Against All Defendants)

44. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

1 45. Plaintiff was from time to time required to work in excess of four (4) hours without being
2 provided ten (10) minute rest periods. Further, from time to time she was denied her first rest periods
3 of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours and a first and
4 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8)
5 hours. Plaintiff was also not provided with one hour penalty wages in lieu thereof.

6 46. Defendants further violated California Labor Code §§ 226.7 and 512 and the applicable
7 WC Wage Order by failing to compensate Plaintiff in accordance with the applicable Wage 4 Order,
8 one additional hour of compensation at her regular rate of pay for each workday that rest period was not
9 provided.

10 47. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an
11 amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and
12 costs of suit.

13 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

14 **EIGHTH CAUSE OF ACTION**
15 **Failure to Reimburse Employees for Required Expenses**
16 **[Cal. Labor Code § 2802]**
 (Against All Defendants)

17 48. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above
18 as though fully set forth herein.

19 49. Cal. Lab. Code § 2802 provides, in relevant part, that:

20 An employer shall indemnify his or her employee for all necessary expenditures or losses
21 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
22 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.

23 50. At all relevant times herein, Defendants violated Cal. Lab. Code § 2802, by failing to
24 indemnify and reimburse Plaintiff for required expenses incurred in the discharge of her job duties for
25 Defendants' benefit. Defendants failed to reimburse Plaintiff for required business expenses, including,
26 but not limited to, business use of her personal cellular phone. Although these expenses were necessary
27 expenses incurred by Plaintiff, Defendants failed to indemnify and reimburse Plaintiff for these expenses
28 as an employer is required to do under the laws and regulations of California.

51. Plaintiff therefore demands reimbursement for expenditures or losses incurred by herself in the discharge of her job duties for Defendants, or her obedience to the directions of Defendants, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

NINTH CAUSE OF ACTION
Civil Penalties Pursuant to the Labor Code Private Attorney General Act
[Cal. Labor Code § 2698, *et seq.*]
(Against All Defendants)

52. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

53. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of the California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order violations identified above.

54. On or about July 13, 2023, Plaintiff, through counsel, sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.* (PAGA). As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims.

55. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all aggrieved employees for all violations of the Labor Code from July 13, 2022, through date of trial on this matter.

PRAYER FOR RELIEF

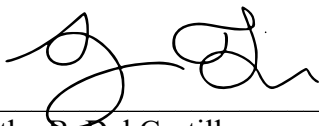
WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
2. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
3. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
4. For injunctive relief;

- 1 5. For punitive damages according to proof;
2 6. For an award of prejudgment and post-judgment interest; and
3 7. For an award to Plaintiff of such other and further relief as the Court deems just and
4 proper.

5
6 Dated: September 12, 2023

Castle Law: California Employment Counsel, PC

7
8
9 By: 
10 Timothy B. Del Castillo
11 Lisa L. Bradner
12 Spencer S. Turpen
13 Attorneys for Plaintiff HELEN ROBINSON

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15
JURY TRIAL DEMAND

16 Plaintiff hereby demands a trial by jury.

17
18
19 Dated: September 12, 2023

Castle Law: California Employment Counsel, PC

20
21 By: 
22 Timothy B. Del Castillo
23 Lisa L. Bradner
24 Spencer S. Turpen
25 Attorneys for Plaintiff HELEN ROBINSON
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