

1 **WORRELL LAW FIRM, APC**

2 Kyle C. Worrell (SBN 281287)

3 kcw@worrell-law.com

4 1717 Old Tustin Avenue, Unit E

5 Santa Ana, CA 92705

6 Telephone: (657) 232-1450

7 Fax: (657) 232-1430

8 Attorneys for Plaintiff

9 ROBYN F. AGITO

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/18/2024 6:26 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 ROBYN F. AGITO, an individual, on behalf of
14 herself and in her representative capacity as
15 private attorney general

16 Plaintiff,

17 vs.

18 PROVIDENT TITLE COMPANY, a California
19 corporation, PROVIDENT TITLE COMPANY,
20 INC, a California business entity, BRIAN
21 LENOX, an individual, MITCH BADER, an
22 individual, and DOES 1 through 100, inclusive,

23 Defendants.

Case No.: **24STCV01404**

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

(1) VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") [Lab. Code § 2698 *et seq.*]

JURY TRIAL DEMANDED

COMES NOW Plaintiff Robyn F. Agito (“Plaintiff”), individually and on behalf of other members of the general public who have been aggrieved, and as a private attorney general, who alleges and complains, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, as follows:

I. INTRODUCTION

1. Plaintiff is, and has been, employed by Defendants (defined below) and works, and has worked, for them in the real estate industry throughout Southern California, including Los Angeles County, as an Assistant Marketing Director and/or Marketing Director from approximately November 2019, through the present. Defendants operate a real estate escrow and title company doing business in California including hiring California residents as employees within the State of California. Plaintiff is informed and believes that Defendants generally employs more than fifty (50) employees working within California.

2. At all pertinent times during the applicable limitations period, Defendants have implemented a uniform policy to willfully misclassify its California Assistant Marketing Director and/or Marketing Director and upon information and belief other management employees (“Aggrieved Employees”), as exempt when they are plainly non-exempt employees under California law, and to pay employees improperly under the applicable California Wage Orders

3. Going back many years, Defendants have blatantly and intentionally misclassified Plaintiff and, upon information and belief, other Aggrieved Employees as exempt employees when they are plainly non-exempt, hourly employees under California law.

4. From the first day of Plaintiff’s employment, and up through the present day, Defendants misclassified Plaintiff and other Aggrieved Employees as an exempt employee by, among other things, wantonly and inexplicitly failing to meet the minimum salary threshold required for her to be classified as “exempt.” This misclassification has deprived, and continues to deprive, Plaintiff and Aggrieved Employees of various protections under the California Labor Code.

5. In September 2023, Plaintiff put Defendants on notice of these, and other, Labor Code violations. However instead of correcting the issues, Defendants continue to violate the Labor Code by misclassifying Plaintiff and Aggrieved Employees as exempt, when they are plainly non-exempt.

1 6. Plaintiff and other Aggrieved Employees were misclassified by Defendants because: (1)
2 Plaintiff and other Aggrieved Employees did not and/or do not customarily and regularly exercise
3 discretion and independent judgment in matters of consequence to Defendants' business and was not
4 and/or are not "primarily engaged" (more than one-half of the employee's work time) in performing
5 managerial tasks; (2) Plaintiff and other Aggrieved Employees did not and/or do not spend at least half
6 of their work time doing office or non-manual work directly related to managerial policies or the
7 general business operations of Defendants; and/or (3) as noted above, Plaintiff and other Aggrieved
8 Employees did not, and do not, receive a salary that was or is equivalent to no less than two times the
9 state minimum wage for full-time employment. Therefore, Plaintiff and other Aggrieved Employees
10 was and are entitled to various forms of compensation, for which Plaintiff and other Aggrieved
11 Employees were excluded, because Defendants misclassified them as "exempt."

12 7. Given these facts, Defendants have violated, and continue to violate, numerous
13 provisions of the California Labor Code, including failing to meet the minimum salary threshold for
14 Plaintiff other Aggrieved Employees to be properly classified as exempt.

15 8. Accordingly, Defendants regularly fail to, among other things: (1) pay overtime pay; (2)
16 pay minimum wages; (3) provide uninterrupted off-duty meal periods and/or required premium wages;
17 (4) provide uninterrupted off-duty rest periods and/or required premium wages; (5) maintain adequate
18 records including tracking hours worked; (6) furnish proper and/or accurate wage statements; and (7)
19 timely pay all wages due upon termination, among other things. The Defendants' time records and
20 policies will confirm some of these violations including numerous violations of the PAGA and the
21 California Labor Code, as well as other laws, decisions, orders, or rulings that are enforceable through
22 the PAGA.

23 9. For over 50 years, California's courts and legislature have recognized that this State's
24 wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not
25 ordinary debts. Because of the economic position of the average worker and his or her family, it is
26 essential to the public welfare that employers obey the wage-and-hour laws so that employees are
27 promptly paid the minimum wages that the Legislature has required for employees. So fundamental are
28 California's wage-and-hour laws that the Legislature has criminalized certain types of violations.

1 10. Plaintiff brings this action pursuant to PAGA and seeks to obtain all applicable relief for
2 Defendants' violations, including all available relief under PAGA and the applicable Labor Code
3 provisions or other law enforceable through PAGA. As a result of Defendants' unlawful conduct alleged
4 herein, Defendants violated California Labor Code sections 201-203, 204, 204c, 206, 206.5, 207, 210,
5 216, 226, 226(a)-(f), 226.3, 226. 6, 226.7, 227.3, 233-234, 245-249, 432, 432.5, 510, 512(a), 558, 558.1,
6 1174(d), 1174.5, 1182.12, 1183, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198-1198.5, 2800, 2802, 2810.5,
7 and all applicable Industrial Welfare Commission Wage Orders ("Wage Orders"), all applicable Wage
8 Orders as well as interpretations of these laws by California courts and administrative bodies.

9 **II. THE PARTIES**

10 11. Plaintiff is, and at all times relevant to this action, a resident of Los Angeles County,
11 California. Plaintiff worked for Defendants throughout Southern California, including Los Angeles
12 County, as an Assistant Marketing Director and/or Marketing Director, from November 2019 to the
13 present.

14 12. Plaintiff is informed and believes that Defendant PROVIDENT TITLE COMPANY
15 ("PROVIDENT TITLE"), is and was, a California corporation, authorized to transact, and transacting,
16 business in the State of California and County of Los Angeles. Plaintiff is informed and believes, and
17 thereon alleges that, at part of the relevant times herein, PROVIDENT TITLE had its headquarters and
18 principal place of business at 13245 N Riverside Dr., #450, Sherman Oaks, County of Los Angeles,
19 State of California, 91423. Plaintiff is informed and believes, and thereon alleges that, at part of the
20 relevant times herein, PROVIDENT TITLE had its headquarters and principal place of business at 6345
21 Balboa Blvd., Bldg 4, Suite 285, Encino, County of Los Angeles, State of California, 91316. Plaintiff
22 is informed and believed, and thereon alleges that, at all times relevant herein, PROVIDENT TITLE
23 employed more than fifty (50) employees for each working day during each of twenty (20) or more
24 calendar weeks in each relevant calendar year.

25 13. Plaintiff is informed and believes that Defendant PROVIDENT TITLE COMPANY INC
26 ("PROVIDENT INC"), is and was, a California business entity, authorized to transact, and transacting,
27 business in the State of California and County of Los Angeles. Plaintiff is informed and believes, and
28 thereon alleges that, at part of the relevant times herein, PROVIDENT INC had its headquarters and

1 principal place of business at 13245 N Riverside Dr., #450, Sherman Oaks, County of Los Angeles,
2 State of California, 91423. Plaintiff is informed and believes, and thereon alleges that, at part of the
3 relevant times herein, PROVIDENT INC had its headquarters and principal place of business at 6345
4 Balboa Blvd., Bldg 4, Suite 285, Encino, County of Los Angeles, State of California, 91316. Plaintiff
5 is informed and believed, and thereon alleges that, at all times relevant herein, PROVIDENT INC
6 employed more than fifty (50) employees for each working day during each of twenty (20) or more
7 calendar weeks in each relevant calendar year.

8 14. Plaintiff is informed and believes that Defendant MITCH BADER (“BADER”), is and
9 was an individual, acting on behalf of PROVIDENT TITLE and/or PROVIDENT INC, pursuant to
10 California Labor Code 558.1, and had control over employee payments and wages including in his role
11 as CFO, and was working and/or residing in California during the relevant time period. Plaintiff is
12 informed and believes, and thereon alleges that, at all relevant times herein, BADER, acting on behalf
13 of PROVIDENT TITLE and/or PROVIDENT INC, is an owner, director, officer, or managing agent of
14 PROVIDENT TITLE and/or PROVIDENT INC. and in that role violated or caused to be violated certain
15 provisions of the California Labor Code at 13245 N Riverside Dr., #450, Sherman Oaks, County of Los
16 Angeles, State of California, 91423, and/or 6345 Balboa Blvd., Bldg 4, Suite 285, Encino, County of
17 Los Angeles, State of California, 91316.

18 15. Plaintiff is informed and believes that Defendant BRIAN LENOX (“LENOX”), is and
19 was an individual, acting on behalf of PROVIDENT TITLE and/or PROVIDENT INC, pursuant to
20 California Labor Code 558.1, and had control over employee payments and wages including in his role
21 as CFO, and was working and/or residing in California during the relevant time period. Plaintiff is
22 informed and believes, and thereon alleges that, at all relevant times herein, LENOX, acting on behalf
23 of PROVIDENT TITLE and/or PROVIDENT INC, is an owner, director, officer, or managing agent of
24 PROVIDENT TITLE and/or PROVIDENT INC. and in that role violated or caused to be violated certain
25 provisions of the California Labor Code at 13245 N Riverside Dr., #450, Sherman Oaks, County of Los
26 Angeles, State of California, 91423, and/or 6345 Balboa Blvd., Bldg 4, Suite 285, Encino, County of
27 Los Angeles, State of California, 91316.

28 ///

1 16. Defendants PROVIDENT TITLE, PROVIDENT INC, LENOX, and BADER are
2 collectively known as “Defendants.”

3 17. The true names and capacities of the defendants named herein as Does 1 through 100,
4 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
5 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
6 Plaintiff is informed and believes that all of the Doe defendants are California residents. Plaintiff will
7 amend this Complaint to show such true names and capacities when they have been determined.

8 18. Plaintiff is informed and believes that at all times relevant herein, each Defendant
9 designated, including Defendants, and Does 1 through 100, was the agent, managing agent, principal,
10 owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of each
11 of the other defendants, and was at all times mentioned herein acting within the course and scope of said
12 agency and employment, and that all acts or omissions alleged herein were duly committed with the
13 ratification, knowledge, permission, encouragement, authorization and consent of each Defendants
14 designated herein. Defendants, if not separately noted, are collectively liable under either a joint
15 employer or a single enterprise theory, or in the alternative that each is an alter ego of one another.

16 19. Defendants are, and at all times herein mentioned were, (a) conducting business in the
17 County of Los Angeles, State of California, and (b) the employer (or other person acting on behalf of
18 the employer) of Plaintiff consistent with the California Labor Code and Industrial Welfare
19 Commission Wage Orders (“Wage Orders”).

20 20. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
21 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
22 each of said Defendant employers jointly liable under the statutory provisions set forth herein.

23 21. At all relevant times, Defendants were, and are, legally responsible for all of the unlawful
24 conduct, policies, practices, acts and omissions complained of herein as the employer of Plaintiff and
25 Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions
26 complained of herein under the doctrine of *respondeat superior*. The conduct of Defendants’ managers
27 and supervisors was at all relevant times undertaken as employees of Defendants, acting within the scope
28 of their employment or authority in all of the unlawful activities described herein.

1 **III. JURISDICTION AND VENUE**

2 22. Plaintiff's First Cause of Action is brought as a representative action on behalf of herself
3 and certain other current and former employees of Defendants against whom one or more of the alleged
4 violations was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant
5 to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved employee against whom one or
6 more of the alleged violations occurred. The civil penalties and other restitution sought by Plaintiff
7 exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof
8 at trial.

9 23. This Court has jurisdiction over this matter under PAGA and this Court's general powers
10 granted by statutory law and the California Constitution. This Court has jurisdiction over this action
11 pursuant to the California Constitution Article VI section 10, which grants the California Superior Court
12 original jurisdiction in all causes except those given by statute to other courts.

13 24. Plaintiff is a resident of Los Angeles County and is a citizen of the State of California
14 and domiciled in the State of California.

15 25. Defendants PROVIDENT TITLE, PROVIDENT INC, LENOX and BADER are
16 residents of California, have sufficient minimum contacts in California, and/or otherwise intentionally
17 avails themselves of the California market so as to render the exercise of jurisdiction over it by the
18 California Courts consistent with traditional notions of fair play and substantial justice.

19 26. Venue is proper in this Court because upon information and belief, one or more of the
20 Defendants reside, transact business, or have offices in this County and the acts or omissions alleged
21 herein took place in this County.

22 **IV. EXHAUSTION**

23 27. On November 13, 2023, Plaintiff complied with the notice requirements pursuant to
24 California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the specific
25 provisions alleged to have been violated to the Labor and Workforce Development Agency ("LWDA")
26 and Defendants. A true and correct copy of the notice sent to Defendants is attached hereto as **Exhibit**
27 **A** and incorporated herein by reference

28 28. The LWDA has not provided notice of its intention to investigate Defendants' violations.

1 **V. LEGAL CLAIMS**

2 **FIRST CAUSE OF ACTION**

3 **Violation of California Labor Code § 2698 *et seq.***

4 **(By Plaintiff Against All Defendants)**

5 29. Plaintiff incorporates by this reference the relevant allegations contained in this pleading
6 as if fully set forth herein.

7 30. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
8 Defendants during the applicable statutory period and suffered one or more of the Labor Code violations
9 set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
10 former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney’s fees
11 and costs.

12 31. Plaintiff seeks to recover the PAGA civil penalties through a representative action
13 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal 4th 969 (2009).
14 Therefore, class certification of the PAGA claims is not required.

15 32. PAGA specifically provides for a private right of action to recover civil penalties for
16 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
17 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
18 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
19 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
20 brought by an aggrieved employee on behalf of himself or herself and other current or former
21 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

22 33. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
23 committed against Plaintiff during Plaintiff’s time of employment. Plaintiff is therefore, an “aggrieved
24 employee” under PAGA.

25 34. As set forth in detail above, during all times relevant to this Action, Defendants have
26 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 27 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
28 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*

- b. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- c. Failing to provide, authorize, and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- d. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- f. Failure to provide written notice of paid sick leave and supplemental sick paid sick leave in violation of Labor Code §§ 226, 246, and 1174.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

35. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendant for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional

1 penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of
2 the applicable penalties, in all, is in an amount to be shown according to proof at trial.

3 36. Plaintiff was compelled to retain the services of counsel to file this court action to protect
4 Plaintiff's interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by
5 Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor
6 Code § 2699(g)(1), and any other applicable statute.

7 37. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code
8 § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code
9 §2699.3.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
12 similarly situated, and as a private attorney general act, prays for relief and judgment against Defendants,
13 jointly and severally, as follows:

14 **As to the First Cause of Action**

- 15 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;
16 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
17 558, 558.1, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code
18 and/or other applicable statutes; and
19 3. Pre-judgment and post-judgment interest;
20 4. Punitive and/or exemplary damages, if allowed;
21 5. Such other and further relief that the Court deems proper.

22
23 Dated: January 18, 2024

WORRELL LAW FIRM, APC

24
25 By: 

26 KYLE C. WORRELL
27 Attorneys for Plaintiff
28 Robyn F. Agito

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.

Dated: January 18, 2024

WORRELL LAW FIRM, APC

By: _____



KYLE C. WORRELL
Attorneys for Plaintiff
Robyn F. Agito

EXHIBIT A



WORRELL LAW FIRM, APC

1717 Old Tustin Ave., Unit E
Santa Ana, CA 92705
(347) 991-9411
kcw@worrell-law.com

November 13, 2023

Via LWDA Website by Online Submission

California Labor & Workforce Development Agency

Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Via Certified Mail

Provident Title Company Agent for Service of Process: BRIAN LENOX RE: Provident Title Company 6345 Balboa Blvd., Bldg 4, Suite 285 Encino, CA 91316	MITCH BADER, an individual, acting on behalf of Provident Title Company, pursuant to California Labor Code 558.1 6345 Balboa Blvd, Bldg. 4, Ste. 285 Encino, CA 91316
Provident Title Company Inc Agent for Service of Process: BRIAN LENOX RE: Provident Title Company 6345 Balboa Blvd., Bldg 4, Suite 285 Encino, CA 91316	BRIAN LENOX, an individual, acting on behalf of Provident Title Company, pursuant to California Labor Code 558.1 6345 Balboa Blvd, Bldg. 4, Ste. 285 Encino, CA 91316

Re: PAGA Notice Pursuant to California Labor Code § 2698, et seq.; Claims of Robyn F. Agito v. Provident Title Company, et al.

Dear Representative:

PLEASE TAKE NOTICE that plaintiff Robyn F. Agito (“Plaintiff”) individually and on behalf of all others similarly situated and representative, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698,

et seq. Plaintiff hereby gives written notice via online filing and certified mail, as appropriate, of the specific provisions alleged to have been violated to the Labor and Workforce Development Agency (“LWDA”) and Provident Title Company, a California corporation, (including any and all affiliates, subsidiaries, parents, directors, officers, and managing employees) (collectively referred to as “Provident”), Mitch Bader, an individual, (“Bader”), and Brian Lenox (“Lenox”) (collectively, “Defendants”).

Plaintiff hereby attaches a copy of the Complaint to be filed in Los Angeles County Superior Court. All labor provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Thank you in advance for your attention to this letter.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'K. Worrell', with a stylized flourish at the end.

Kyle C. Worrell, Esq.

Enclosure: Complaint

EXHIBIT A

1 **WORRELL LAW FIRM, APC**

Kyle C. Worrell (SBN 281287)

2 kcw@worrell-law.com

1717 Old Tustin Avenue, Unit E

3 Santa Ana, CA 92705

Telephone: (657) 232-1450

4 Fax: (657) 232-1430

5 Attorneys for Plaintiff

6 ROBYN F. AGITO

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

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12 herself and in her representative capacity as
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I. INTRODUCTION

1. Plaintiff is, and has been, employed by Defendants (defined below) and works, and has worked, for them in the real estate industry throughout Southern California, including Los Angeles County, as an Assistant Marketing Director and/or Marketing Director from approximately November 2019, through the present. Defendants operate a real estate escrow and title company doing business in California including hiring California residents as employees within the State of California. Plaintiff is informed and believes that Defendants generally employs more than fifty (50) employees working within California.

2. At all pertinent times during the applicable limitations period, Defendants have implemented a uniform policy to willfully misclassify its California Assistant Marketing Director and/or Marketing Director and upon information and belief other management employees (“Aggrieved Employees”), as exempt when they are plainly non-exempt employees under California law, and to pay employees improperly under the applicable California Wage Orders

3. Going back many years, Defendants have blatantly and intentionally misclassified Plaintiff and, upon information and belief, other Aggrieved Employees as exempt employees when they are plainly non-exempt, hourly employees under California law.

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1 5. In September 2023, Plaintiff put Defendants on notice of these, and other, Labor Code
2 violations. However instead of correcting the issues, Defendants continue to violate the Labor Code by
3 misclassifying Plaintiff and Aggrieved Employees as exempt, when they are plainly non-exempt.

4 6. Plaintiff and other Aggrieved Employees were misclassified by Defendants because: (1)
5 Plaintiff and other Aggrieved Employees did not and/or do not customarily and regularly exercise
6 discretion and independent judgment in matters of consequence to Defendants' business and was not
7 and/or are not "primarily engaged" (more than one-half of the employee's work time) in performing
8 managerial tasks; (2) Plaintiff and other Aggrieved Employees did not and/or do not spend at least half
9 of their work time doing office or non-manual work directly related to managerial policies or the
10 general business operations of Defendants; and/or (3) as noted above, Plaintiff and other Aggrieved
11 Employees did not, and do not, receive a salary that was or is equivalent to no less than two times the
12 state minimum wage for full-time employment. Therefore, Plaintiff and other Aggrieved Employees
13 was and are entitled to various forms of compensation, for which Plaintiff and other Aggrieved
14 Employees were excluded, because Defendants misclassified them as "exempt."

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16 provisions of the California Labor Code, including failing to meet the minimum salary threshold for
17 Plaintiff other Aggrieved Employees to be properly classified as exempt.

18 8. Accordingly, Defendants regularly fail to, among other things: (1) pay overtime pay; (2)
19 pay minimum wages; (3) provide uninterrupted off-duty meal periods and/or required premium wages;
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ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations.

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8 State of California, 91423. Plaintiff is informed and believes, and thereon alleges that, at part of the
9 relevant times herein, PROVIDENT INC had its headquarters and principal place of business at 6345
10 Balboa Blvd., Bldg 4, Suite 285, Encino, County of Los Angeles, State of California, 91316. Plaintiff
11 is informed and believed, and thereon alleges that, at all times relevant herein, PROVIDENT INC
12 employed more than fifty (50) employees for each working day during each of twenty (20) or more
13 calendar weeks in each relevant calendar year.

14 14. Plaintiff is informed and believes that Defendant MITCH BADER (“BADER”), is and
15 was an individual, acting on behalf of PROVIDENT TITLE and/or PROVIDENT INC, pursuant to
16 California Labor Code 558.1, and had control over employee payments and wages including in his role
17 as CFO, and was working and/or residing in California during the relevant time period. Plaintiff is
18 informed and believes, and thereon alleges that, at all relevant times herein, BADER, acting on behalf
19 of PROVIDENT TITLE and/or PROVIDENT INC, is an owner, director, officer, or managing agent of
20 PROVIDENT TITLE and/or PROVIDENT INC. and in that role violated or caused to be violated certain
21 provisions of the California Labor Code at 13245 N Riverside Dr., #450, Sherman Oaks, County of Los
22 Angeles, State of California, 91423, and/or 6345 Balboa Blvd., Bldg 4, Suite 285, Encino, County of
23 Los Angeles, State of California, 91316.

24 15. Plaintiff is informed and believes that Defendant BRIAN LENOX (“LENOX”), is and
25 was an individual, acting on behalf of PROVIDENT TITLE and/or PROVIDENT INC, pursuant to
26 California Labor Code 558.1, and had control over employee payments and wages including in his role
27 as CFO, and was working and/or residing in California during the relevant time period. Plaintiff is
28

1 informed and believes, and thereon alleges that, at all relevant times herein, LENOX, acting on behalf
2 of PROVIDENT TITLE and/or PROVIDENT INC, is an owner, director, officer, or managing agent of
3 PROVIDENT TITLE and/or PROVIDENT INC. and in that role violated or caused to be violated certain
4 provisions of the California Labor Code at 13245 N Riverside Dr., #450, Sherman Oaks, County of Los
5 Angeles, State of California, 91423, and/or 6345 Balboa Blvd., Bldg 4, Suite 285, Encino, County of
6 Los Angeles, State of California, 91316.

7 16. Defendants PROVIDENT TITLE, PROVIDENT INC, LENOX, and BADER are
8 collectively known as “Defendants.”

9 17. The true names and capacities of the defendants named herein as Does 1 through 100,
10 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
11 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
12 Plaintiff is informed and believes that all of the Doe defendants are California residents. Plaintiff will
13 amend this Complaint to show such true names and capacities when they have been determined.

14 18. Plaintiff is informed and believes that at all times relevant herein, each Defendant
15 designated, including Defendants, and Does 1 through 100, was the agent, managing agent, principal,
16 owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of each
17 of the other defendants, and was at all times mentioned herein acting within the course and scope of said
18 agency and employment, and that all acts or omissions alleged herein were duly committed with the
19 ratification, knowledge, permission, encouragement, authorization and consent of each Defendants
20 designated herein. Defendants, if not separately noted, are collectively liable under either a joint
21 employer or a single enterprise theory, or in the alternative that each is an alter ego of one another.

22 19. Defendants are, and at all times herein mentioned were, (a) conducting business in the
23 County of Los Angeles, State of California, and (b) the employer (or other person acting on behalf of
24 the employer) of Plaintiff consistent with the California Labor Code and Industrial Welfare
25 Commission Wage Orders (“Wage Orders”).

1 20. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
2 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
3 each of said Defendant employers jointly liable under the statutory provisions set forth herein.

4 21. At all relevant times, Defendants were, and are, legally responsible for all of the unlawful
5 conduct, policies, practices, acts and omissions complained of herein as the employer of Plaintiff and
6 Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions
7 complained of herein under the doctrine of *respondeat superior*. The conduct of Defendants' managers
8 and supervisors was at all relevant times undertaken as employees of Defendants, acting within the scope
9 of their employment or authority in all of the unlawful activities described herein.

10 **III. JURISDICTION AND VENUE**

11 22. Plaintiff's First Cause of Action is brought as a representative action on behalf of herself
12 and certain other current and former employees of Defendants against whom one or more of the alleged
13 violations was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant
14 to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved employee against whom one or
15 more of the alleged violations occurred. The civil penalties and other restitution sought by Plaintiff
16 exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof
17 at trial.

18 23. This Court has jurisdiction over this matter under PAGA and this Court's general powers
19 granted by statutory law and the California Constitution. This Court has jurisdiction over this action
20 pursuant to the California Constitution Article VI section 10, which grants the California Superior Court
21 original jurisdiction in all causes except those given by statute to other courts.

22 24. Plaintiff is a resident of Los Angeles County and is a citizen of the State of California
23 and domiciled in the State of California.

24 25. Defendants PROVIDENT TITLE, PROVIDENT INC, LENOX and BADER are
25 residents of California, have sufficient minimum contacts in California, and/or otherwise intentionally
26 avails themselves of the California market so as to render the exercise of jurisdiction over it by the
27 California Courts consistent with traditional notions of fair play and substantial justice.

26. Venue is proper in this Court because upon information and belief, one or more of the Defendants reside, transact business, or have offices in this County and the acts or omissions alleged herein took place in this County.

IV. EXHAUSTION

27. On November 13, 2023, Plaintiff complied with the notice requirements pursuant to California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the specific provisions alleged to have been violated to the Labor and Workforce Development Agency (“LWDA”) and Defendants. A true and correct copy of the notice sent to Defendants is attached hereto as **Exhibit A** and incorporated herein by reference

28. The LWDA has not provided notice of its intention to investigate Defendants’ violations.

V. LEGAL CLAIMS

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698 *et seq.*

(By Plaintiff Against All Defendants)

29. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

30. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney’s fees and costs.

31. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

32. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
2 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
3 brought by an aggrieved employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

5 33. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
6 committed against Plaintiff during Plaintiff’s time of employment. Plaintiff is therefore, an “aggrieved
7 employee” under PAGA.

8 34. As set forth in detail above, during all times relevant to this Action, Defendants have
9 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 10 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
11 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 12 b. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
13 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
14 hour of premium pay for meal period violations in violation of Labor Code §§
15 226.7 and 512.
- 16 c. Failing to provide, authorize, and permit Plaintiff and the Aggrieved Employees to
17 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
18 Employees an additional hour of premium pay for rest period violations in
19 violation of Labor Code §§ 226.7 and 512.
- 20 d. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end
21 of their employment in violation of Labor Code § 203.
- 22 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
23 during employment in violation of Labor Code § 204.
- 24 f. Failure to provide written notice of paid sick leave and supplemental sick paid sick
25 leave in violation of Labor Code §§ 226, 246, and 1174.
- 26 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
27 itemized wage statements in violation of Labor Code § 226.

- 1 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
2 Employees' work periods, meal periods, total daily hours, hours per pay period,
3 total wages and compensation, and applicable pay rates in violation of Labor Code
4 § 1174(d) and the applicable IWC Wage Order.
- 5 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
6 business-related expenses in violation of Labor Code §§ 2800 and 2802.

7 35. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and
8 on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover
9 penalties against Defendant for the Labor Code violations described above, including but not limited to
10 penalties under California Code of Regulations Title 8 section 11010, penalties under California Labor
11 Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional
12 penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of
13 the applicable penalties, in all, is in an amount to be shown according to proof at trial.

14 36. Plaintiff was compelled to retain the services of counsel to file this court action to protect
15 Plaintiff's interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by
16 Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor
17 Code § 2699(g)(1), and any other applicable statute.

18 37. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code
19 § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code
20 §2699.3.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
23 similarly situated, and as a private attorney general act, prays for relief and judgment against Defendants,
24 jointly and severally, as follows:

25 **As to the First Cause of Action**

- 26 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;
27 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,

1 558, 558.1, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code
2 and/or other applicable statutes; and

3 3. Pre-judgment and post-judgment interest;

4 4. Punitive and/or exemplary damages, if allowed;

5 5. Such other and further relief that the Court deems proper.

6
7 Dated: November 13, 2023

WORRELL LAW FIRM, APC

8
9 By: 

10 KYLE C. WORRELL
11 *Attorneys for Plaintiff*
12 Robyn F. Agito
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3 **DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.
5

6 Dated: November 13, 2023

WORRELL LAW FIRM, APC

7
8
9 By: 

KYLE C. WORRELL
Attorneys for Plaintiff
Robyn F. Agito