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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ADAM FETTES, an individual, on behalf of himself, all others similarly situated, and the State of California and all other aggrieved employees,

Plaintiff,

v.

CROSSCOUNTRY MORTGAGE, LLC, a Delaware limited liability company; DAVID D'ONOFRIO, an individual; BRENT ECKHARDT, an individual; and DOES 1 through 25, inclusive,

Defendants.

Case No. 26CV213696

INDIVIDUAL, CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES, RESTITUTION, INJUNCTIVE AND DECLARATORY RELIEF, AND CIVIL PENALTIES

INDIVIDUAL CLAIMS
1. Disability Discrimination (Gov. Code § 12940(a));
2. Failure to Provide Reasonable Accommodation (Gov. Code § 12940(m));
3. Failure to Engage in the Interactive Process (Gov. Code § 12940(n));
4. Retaliation in Violation of FEHA (Gov. Code § 12940(h), (m)(2));
5. Failure to Prevent Discrimination (Gov. Code § 12940(k));
6. Interference with and Denial of CFRA Rights (Gov. Code § 12945.2);
7. CFRA Retaliation (Gov. Code § 12945.2);
8. Wrongful Termination in Violation of Public Policy;
9. Retaliation (Lab. Code § 98.6);
10. Promissory Fraud (Civ. Code §§ 1709, 1710);
11. Intentional Misrepresentation (Civ. Code § 1710);
12. Fraudulent Concealment;
13. Breach of Oral Contract;

14. Promissory Estoppel;
15. Accounting;
16. Failure to Pay Overtime (Lab. Code §§ 510, 1194, 1198);
17. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
18. Failure to Provide Rest Periods (Lab. Code § 226.7);
19. Failure to Furnish Accurate Wage Statements (Lab. Code § 226);
20. Failure to Pay All Wages Due at Separation (Lab. Code §§ 201–203, 227.3);

CLASS CLAIMS (Monetary Relief)
21. Failure to Indemnify Business Expenses (Lab. Code § 2802) – Individual and Class;
22. Unfair Competition (Bus. & Prof. Code § 17200 et seq.) – Individual and Class;

CLASS CLAIMS (Declaratory and Injunctive Relief Only)
23. Void Restraints of Trade (Bus. & Prof. Code §§ 16600, 16600.1(a), 16600.5);
24. Failure to Give Void-Noncompete Notice; Unfair Competition (Bus. & Prof. Code §§ 16600.1(b)–(c), 17200);
25. Declaratory and Injunctive Relief — Void Out-of-State Forum and Choice-of-Law Provisions (Code Civ. Proc. § 1060; Lab. Code § 925);

REPRESENTATIVE CLAIM
26. Civil Penalties Under PAGA (Lab. Code §§ 2698–2699.8)

DEMAND FOR JURY TRIAL

Plaintiff ADAM FETTES alleges as follows:

I. INTRODUCTION

1. On August 27, 2025, Plaintiff Adam Fettes suffered an aortic dissection. He was rushed into a fourteen-hour emergency operation, remained intubated and heavily sedated for a prolonged period, and sustained blood loss which, combined with the length of the surgery, caused his kidneys to fail. He remained hospitalized for six weeks and recovered at home for another three months. He now requires dialysis to stay alive.

2. Mr. Fettes fought his way back to work. His doctors cleared him to return effective January 2, 2026, and Defendant CrossCountry Mortgage, LLC ("CrossCountry") at first seemed to

welcome him back: his supervisor sent him a warm message, and a return-to-work meeting was calendared for the morning of Monday, January 5, 2026. Branch management began making other preparations for his return, including scheduling a separate meeting with a loan officer to plan the marketing efforts that Mr. Fettes would run with him in 2026.

3. On January 2, 2026, his first day back, Mr. Fettes worked through a queue of corporate compliance trainings. At 2:25 p.m., Mr. Fettes took a training entitled *Disability, Pregnancy, & Religious Accommodations*. The training instructed him of his right to request a reasonable accommodation. Mr. Fettes did not yet know that CrossCountry had no intention of honoring that right.

4. Taking the training at its word, Mr. Fettes emailed is manager that same afternoon and asked for a single, temporary accommodation: permission to attend his Monday and Friday morning dialysis sessions. Mr. Fettes planned to work remotely from the dialysis center during the sessions. The accommodation would last only a few weeks until the appointments would be moved. He asked for nothing else.

5. Instead of accommodating Mr. Fettes, CrossCountry terminated him. CrossCountry management never even discussed the request with Mr. Fettes. Instead, on January 4, his supervisor David D'Onofrio cancelled the next morning's return-to-work meeting, told Mr. Fettes not to tell anyone he was coming back, and wrote that he first needed to speak with "the benefits team" to understand how to proceed. On the morning of January 5, 2026, while Mr. Fettes sat in a chair at the dialysis center receiving treatment through a catheter implanted in his chest, a Human Resources employee he had never spoken to before telephoned to tell him his position was "eliminated" for "financial reasons." One business day had passed since his accommodation request.

6. The stated reason was false. CrossCountry had work for Mr. Fettes to perform, and had scheduled his return-to-work that very week. And within a day after firing him for a lack of funds, CrossCountry's Regional Manager, Defendant Brent Eckhardt, texted to ask whether Mr. Fettes would do the same work as a freelancer, adding that he "cannot bad mouth us." A branch manager made the same request weeks later. CrossCountry wanted Mr. Fettes's labor. What it did not want was an employee on dialysis.

7. While terminating Mr. Fettes, CrossCountry retained a non-disabled employee in a comparable role who had been at CrossCountry for less time, who had no prior experience in mortgage lending or business development, and who had never taken protected medical leave.

8. The termination was the culmination of a long pattern of CrossCountry violating California employment laws. Throughout his employment, CrossCountry misclassified Mr. Fettes (an employee with no subordinates, no hiring authority, and no discretion over company policy) as an exempt salaried employee. As a result, CrossCountry never paid Mr. Fettes overtime, meal penalties, or rest premiums. CrossCountry did not spend a single dollar to reimburse Mr. Fettes for the personal cell phone and home internet use on which his entire remote job depended. CrossCountry also required Mr. Fettes, as a condition of employment, to agree to two-year post-termination restrictive covenants, an Ohio choice-of-law clause, and to arbitration in Cuyahoga County, Ohio, 2,300 miles from the dialysis chair it fired him in.

9. Mr. Fettes brings this action to recover his unpaid wages and commissions, to be compensated for the discrimination and retaliation that ended his career at CrossCountry, to void the unlawful terms CrossCountry imposed on him and on its other California employees, and to recover the civil penalties the Legislature has authorized for conduct of exactly this kind.

II. THE PARTIES

10. Plaintiff Adam Fettes is, and at all relevant times was, an individual residing in Fremont, California. He was employed by CrossCountry from on or about January 24, 2024 through January 5, 2026. At all times during that employment he resided, and had a primary work location, in California. Plaintiff frequently worked from his home in the County of Alameda throughout his employment with CrossCountry.

11. Defendant CrossCountry Mortgage, LLC is a Delaware limited liability company authorized to do business in the State of California. It conducts business in the County of Alameda. CrossCountry is headquartered in Cleveland, Ohio, and describes itself publicly as the nation's largest retail mortgage lender, with more than 9,000 employees operating over 1,000 branches in all fifty states. At all relevant times CrossCountry was an "employer" within the meaning of Government Code sections 12926(d) and 12945.2, an employer within the meaning of the Labor

Code and the applicable Industrial Welfare Commission Wage Order, and a person within the meaning of Business and Professions Code section 17201.

12. Defendant David D'Onofrio is, and at all relevant times was, an individual residing in the State of California. Mr. D'Onofrio was the branch manager of the CrossCountry branch to which Plaintiff was assigned and was Plaintiff's direct supervisor from approximately October 2024 forward.

13. Defendant Brent Eckhardt is, and at all relevant times was, an individual residing in the State of California. Mr. Eckhardt was CrossCountry's Regional Manager with authority over the branches to which Plaintiff was assigned.

14. The true names and capacities of Defendants DOES 1 through 25 are unknown to Plaintiff, who therefore sues them by fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each fictitiously named Defendant is responsible in some manner for the occurrences alleged herein and that Plaintiff's injuries were proximately caused by their conduct.

15. Plaintiff is informed and believes, and on that basis alleges, that at all relevant times each Defendant was the agent, employee, representative, joint venturer, alter ego, or co-conspirator of each other Defendant, and in doing the acts alleged was acting within the course and scope of that relationship and with the knowledge, permission, consent, authorization, or ratification of each other Defendant.

16. Plaintiff is informed and believes, and on that basis alleges, that CrossCountry's officers, directors, and managing agents authorized, directed, participated in, and ratified the conduct alleged herein, and that CrossCountry thereby became liable for exemplary damages under Civil Code section 3294.

III. JURISDICTION AND VENUE

17. This Court has jurisdiction over this action. The amount in controversy exceeds the jurisdictional minimum of this Court, and the causes of action arise under the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Business and Professions Code, and the common law of California. No federal claim is

asserted.

18. Venue is proper in this Court under Code of Civil Procedure section 395 and Government Code section 12965(c)(3). Plaintiff resided and performed the substantial majority of his work in the County of Alameda; the unlawful practices alleged herein were committed in whole or in part in this County, including the accommodation request Plaintiff submitted from his home and the termination call he received while at a dialysis center in this County; and Plaintiff would have continued to work in this County but for the conduct alleged.

19. Plaintiff is informed and believes that CrossCountry will contend that this dispute must be arbitrated under Ohio procedural law in Cuyahoga County, Ohio, pursuant to the arbitration provision of the Employment Agreement described below. As set out in Section V, Plaintiff expressly invokes his right under Labor Code section 925(b) to void the out-of-state forum and choice-of-law provisions and further alleges that the arbitration provision is unconscionable and unenforceable in its entirety. To the extent a court or arbitrator must determine whether any claim is arbitrable, nothing in this Complaint constitutes a waiver of, or consent to, arbitration, and Plaintiff reserves all rights under Code of Civil Procedure sections 1281 *et seq.*, Labor Code section 925, and applicable California law.

IV. ADMINISTRATIVE PREREQUISITES

20. On July 20, 2026, Plaintiff filed a complaint of discrimination and retaliation against CrossCountry with the California Civil Rights Department ("CRD"), CRD Matter No. 202607-36287621, alleging disability discrimination, failure to accommodate, failure to engage in the interactive process, retaliation, denial of CFRA rights, age discrimination, and wrongful termination. Plaintiff simultaneously requested and received an immediate right-to-sue notice. Plaintiff served the CRD complaint and right-to-sue notice on CrossCountry as required by Government Code section 12962. Plaintiff has therefore exhausted his administrative remedies as to the First through Seventh Causes of Action, and this action is timely filed within one year of the right-to-sue notice under Government Code section 12965(c)(1)(D).

21. No administrative exhaustion is required for the Eighth through Twenty-Sixth Causes of Action.

22. On July 20, 2026, Plaintiff submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and served the same notice on CrossCountry by certified mail, identifying the Labor Code violations alleged herein and the facts and theories supporting them, pursuant to Labor Code section 2699.3. The LWDA assigned the notice Case No. LWDA-CM-1192155-26, and Plaintiff paid the statutory filing fee. More than sixty-five days have elapsed since the postmark date of that notice, and the LWDA has not provided notice of its intention to investigate. Plaintiff has satisfied the prerequisites of Labor Code section 2699.3 as to the noticed provisions. Plaintiff brings the Twenty-Sixth Cause of Action pursuant to that notice, as further alleged in Part VIII below.

V. THE EMPLOYMENT AGREEMENT AND PLAINTIFF'S LABOR CODE SECTION 925 DEMAND

23. On or about January 23, 2024, as a condition of being permitted to begin work, Plaintiff was presented with a DocuSign packet containing CrossCountry's standard-form Employment Agreement together with numerous other onboarding documents. Plaintiff signed the Employment Agreement on January 23, 2024 and the remaining onboarding documents on January 24, 2024.

24. The Employment Agreement was drafted entirely by CrossCountry and presented to Plaintiff on a take-it-or-leave-it basis. No one at CrossCountry explained any of its terms to him. No one told him that any term was negotiable, and he did not understand that any term was. No attorney reviewed or negotiated the Agreement on his behalf, then or at any later time. Plaintiff was not individually represented by legal counsel in negotiating the terms of the Agreement.

25. The Employment Agreement contains the following provisions, among others:

a. Section 6.0 prohibits Plaintiff, "during the term of employment and for a period of two (2) years after his/her termination, resignation, or separation," from contacting, soliciting, communicating with, hiring, or attempting to hire any person employed by or under contract with CrossCountry, and extends the prohibition to former employees for twelve months after their separation and to mere applicants and "employment referral sources." It requires Plaintiff to pay

CrossCountry $9,250.00 for "each person employed in violation" of the Agreement and imposes a "legal presumption" that any such employment resulted from a violation.

b. Section 7.0 prohibits Plaintiff, for the same two-year post-separation period, from contacting, calling on, soliciting, or communicating "in any way" with any of CrossCountry's "past, present or future customers, prospective customers and referral sources," and requires him to disgorge to CrossCountry all revenues CrossCountry "would have derived" from any loan originated in violation of the Agreement, plus investor recapture fees. It, too, imposes a "legal presumption" of violation.

c. Section 8.0 recites that these covenants were "a reasonable condition precedent to employment and continued employment," purports to obtain Plaintiff's advance consent to a temporary restraining order and injunction without any bond, provides that upon any breach of a post-employment covenant "all obligations of Company to Employee shall be terminated," and entitles CrossCountry – and only CrossCountry – to recover its attorney's fees.

d. The Governing Law clause provides that the Agreement is "governed by the laws of the State of Ohio" and that each party "agrees to submit to exclusive personal jurisdiction of the state and federal courts located in the State of Ohio."

e. The Disclosure clause requires Plaintiff to "fully disclose the terms of this Agreement to any entity or person prior to entering into any business relationship of any kind whatsoever with such entity or person."

f. The arbitration provision opens: "As a condition of my employment, I agree and acknowledge that Company and I will utilize binding arbitration to resolve all disputes arising out of or relating to my employment with the Company." It covers all claims "whether based in tort, contract, statute, equitable law, or otherwise," against CrossCountry "or its owners, directors, officers, managers, employees, and agents," and invokes the Federal Arbitration Act.

g. Subparagraph (c) of the arbitration provision requires that "[t]he procedures of the arbitration shall be governed by the Ohio Code of Civil Procedure and Ohio Rules of Court" and that "any and all hearings or other proceedings shall be held at a place in Cuyahoga County, Ohio."

h. Subparagraph (h), set out in capital letters, provides that the parties "MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE/MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING."

i. The provision closes with a pre-dispute waiver of the right to trial by jury of "any claim I or the Company may have against each other," and a recital that Plaintiff's signature "CERTIFIES THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL OF MY CHOICE, HAVE CONSULTED WITH COUNSEL OR HAVE WILLINGLY WAIVED SUCH OPPORTUNITY."

26. Plaintiff never received the American Arbitration Association Employment Arbitration Rules referenced in the provision, or a link to them. Plaintiff does not recall having been furnished a copy of the executed Agreement at or after signing, and first reviewed the fully executed Agreement, countersigned on CrossCountry's behalf by its Wage & Compensation Manager, when CrossCountry produced his personnel file in this matter.

27. Labor Code section 925(a) prohibits an employer from requiring a California-resident employee who works primarily in California, as a condition of employment, to agree to a provision that would require the employee to adjudicate outside of California a claim arising in California, or that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Section 925(b) makes any such provision voidable by the employee, and section 925(d) makes clear that "adjudication" includes arbitration. Section 925 applies to any contract entered into, modified, or extended on or after January 1, 2017.

28. Plaintiff hereby requests and demands, pursuant to Labor Code section 925(b), that

the Governing Law provision, the Ohio exclusive-jurisdiction provision, and subparagraph (c) of the arbitration provision (imposing Ohio procedural law and a Cuyahoga County, Ohio hearing location) be adjudged void. Plaintiff further requests that this matter be adjudicated in California under California law, and that he be awarded his reasonable attorney's fees in enforcing his rights under section 925 as provided by section 925(c).

29. The arbitration provision is further unenforceable because it is unconscionable. It was a non-negotiable condition of employment imposed by a nationwide employer on a prospective employee with no bargaining power, buried in an electronic onboarding packet, with no explanation, no incorporated rules provided, and no meaningful opportunity to consult counsel. Substantively, it strips Plaintiff of the California statutory remedies its own terms purport to preserve by making Ohio law and Ohio procedure govern; it requires a dialysis patient who has never set foot in Ohio to litigate 2,300 miles from his treatment center and his care team; it sits within an agreement containing void restraints of trade, a one-sided fee-shifting clause, a forfeiture-of-all-company-obligations clause, an advance consent to injunctive relief without bond running only in CrossCountry's favor, litigation presumptions of liability, and a pre-dispute jury waiver that is independently unenforceable under California law. These defects permeate the Agreement, and the unlawful provisions cannot be severed without rewriting it.

30. Government Code section 12964.5 makes it an unlawful employment practice for an employer to require an employee, as a condition of employment, to sign a release of any right or claim under the Fair Employment and Housing Act, including the right to file and pursue a civil action. To the extent the Ohio choice-of-law, Ohio forum, and Ohio-procedure provisions operate to deprive Plaintiff of the right to file and pursue a FEHA civil action, they are void and unenforceable on that ground as well. Plaintiff pleads section 12964.5 as a ground of unenforceability and as a predicate for the Twenty-Second and Twenty-Fifth Causes of Action, and not as an independent claim for damages.

VI. GENERAL ALLEGATIONS

A. Plaintiff's Hire and Misclassification as Exempt

31. Plaintiff is a real estate marketing professional with more than two decades of

experience in the San Francisco Bay Area real estate industry. In or about January 2024, the two branch managers with whom Plaintiff worked at American Pacific Mortgage moved their team to CrossCountry, and Plaintiff moved with them.

32. CrossCountry's written offer letter identified Plaintiff's position as "Branch Marketing Manager," set his annual salary at $90,000.00 payable bi-weekly, designated his "Position Classification" as "Exempt, Full-Time," identified his reporting manager and "Time & Attendance Supervisor" as his then-branch manager stated that a "[b]onus may be earned and payable for loans closed and funded on or prior to Employee's date of termination, resignation, or separation."

33. Plaintiff's actual job duties were the production of social media content and other business development activities. He created and posted social media content across Facebook, Instagram, LinkedIn, and YouTube; built single-property websites for loan officers and their realtor partners; managed community Facebook pages belonging to Defendant D'Onofrio; edited video; built PowerPoint presentations; answered Facebook Messenger inquiries on behalf of loan officers; and telephoned and met with realtors on loan officers' behalf. Beginning in October 2024, Mr. Fettes also recruited realtors and loan officers.

34. Plaintiff supervised no one. He had no authority to hire, fire, discipline, promote, or direct the work of any other employee. His recommendations on personnel matters were not given particular weight. His job did not require the exercise of discretion or independent judgment with respect to matters of significance. He did not set, formulate, interpret, or administer CrossCountry's management policies or general business operations. He held no license recognized under the professional exemption. He sold nothing away from his home office, and he was paid no commissions. In short, there was no basis for CrossCountry to exempt Mr. Fettes from the protections of California's wage and hour laws.

35. Notwithstanding the foregoing, CrossCountry classified Plaintiff as exempt from the overtime, meal period, rest period, and recordkeeping requirements of California law throughout his employment, and paid him a fixed salary regardless of the hours he worked. CrossCountry's own written "Overtime Policy," which Plaintiff was required to acknowledge on January 24, 2024,

defines "Exempt" as "[a]n employee who is paid a bi-weekly salary" and "[n]on-Exempt" by reference to hourly pay and the federal Fair Labor Standards Act – a definition that reflects no application of California's duties-based exemption tests at all.

36. CrossCountry kept no record of the hours Plaintiff worked, nor did it keep any record of Plaintiff's meal breaks. As Plaintiff was told, he was not hourly, so he did not clock in or out.

B. The October 2024 Promotion and the Secret, Unwritten Commission Promise

37. In or around September or October 2024, the two branch managers who had brought Plaintiff's team to CrossCountry decided to leave. Defendant D'Onofrio elected to stay, and Defendant Eckhardt made him branch manager. CrossCountry, through Defendants Eckhardt and D'Onofrio, paid substantial retention bonuses to loan officers who remained. CrossCountry also moved to retain Plaintiff.

38. In or about October 2024, Defendant Eckhardt telephoned Plaintiff and offered him a promotion. As part of the offer, Eckhardt promised that Plaintiff would be paid fifty basis points (0.50 percent) of the loan amount for every loan brought to CrossCountry through a realtor relationship Plaintiff developed. The basis points would become payable when the loan closed, for as long as those relationships continued to produce. Eckhardt further promised Plaintiff an override bonus when a loan officer Plaintiff recruited closed that loan officer's first loan. The promise was repeated and confirmed shortly afterward at an in-person meeting at the branch office attended by Plaintiff, Defendant Eckhardt, Defendant D'Onofrio, and Billy Babcock. At the time Defendants Eckhardt and D'Onofrio made and confirmed these promises, they knew that no commission arrangement had been established or authorized for Plaintiff, that no rate, method of computation, or payment mechanism existed, and that CrossCountry did not intend to pay him.

39. Plaintiff is informed and believes, and on that basis alleges, that Defendants Eckhardt and D'Onofrio were compensated in whole or in part on the production, revenue, or profitability of the branches and region they managed, and that they personally profited from the loan volume generated through the realtor relationships Plaintiff developed and the loan officers he recruited. Defendants therefore had a direct personal financial interest both in inducing Plaintiff to remain employed and to perform, and in avoiding payment of the fifty-basis-point commission out of branch

revenue in which they shared. The same interest explains CrossCountry's instruction that Plaintiff disclose his compensation to no one, and Defendant Eckhardt's threat to terminate him if he did.

40. Plaintiff accepted. In reliance on the promise he remained at CrossCountry rather than following his prior managers to their new employer, forgoing that employer's competing offer, which had included coverage of his medical expenses. In further reliance he took on the new role's duties on top of all of his existing duties, worked substantially longer hours, and devoted himself to developing realtor relationships and recruiting loan officers for CrossCountry's benefit and for the benefit of Defendants Eckhardt and D'Onofrio.

41. Labor Code section 2751 requires that whenever an employee's contemplated method of payment involves commissions, the contract must be in writing and must set forth the method by which the commissions are computed and paid and requires the employer to give the employee a signed copy. CrossCountry did not comply. The only written trace of the promise appears on the Personnel Action Forms, which mischaracterize the commission as a "Bonus amount" "Per Eligible Loan" and leave the rate, the loan type, and every other term blank.

42. In or about November 2024, Plaintiff asked both Defendant Eckhardt and Defendant D'Onofrio to put the fifty-basis-point arrangement in writing. They never did. Plaintiff received an HR letter confirming his new job title and documentation of his new salary, but nothing memorializing the promised commission.

43. Instead, CrossCountry ordered Plaintiff to keep his compensation secret. Defendant D'Onofrio told Plaintiff that he was not permitted to tell anyone about the arrangement. Defendant Eckhardt directed D'Onofrio to make the point unmistakable: if Plaintiff told anyone about the deal, in Eckhardt's words, "I'm going to fire that fucker." Labor Code section 232 makes it unlawful for an employer to require, as a condition of employment, that an employee refrain from disclosing the amount of his wages, or to discipline or discriminate against an employee for disclosing the amount of his wages. Commissions are wages.

44. When CrossCountry hired a second employee into a role comparable to Plaintiff's own in or about mid-August 2025, Plaintiff was again instructed that she was among the people he was not permitted to tell his salary. That employee's compensation, on information and belief,

included a written per-loan bonus – demonstrating both that CrossCountry knew how to document a loan-measured bonus for an unlicensed marketing employee and that its failure to document Plaintiff's commission was a choice.

45. In the summer of 2025, Defendant D'Onofrio directed Plaintiff to stop servicing loan officers' marketing needs and to devote his efforts to generating business for D'Onofrio personally. He specifically instructed Plaintiff not to support Mr. Babcock, notwithstanding that Plaintiff's commission opportunity depended on referrals to either manager. Plaintiff complied.

46. CrossCountry has never paid Plaintiff any commission or override, has never provided any accounting of the loans closed through the realtor relationships he developed or of the loan officers he recruited, and has never stated any reason for the nonpayment. The data necessary to compute what Plaintiff earned includes closed-loan records, referral-source records, loan officer production records, and override triggers that are in CrossCountry's exclusive possession and have never been shared with Plaintiff.

C. Plaintiff's Hours, Denied Breaks, and Unreimbursed Business Expenses

47. Before his October 2024 promotion, Plaintiff would sometimes work days in excess of eight hours. After the promotion, he retained all of his prior duties and assumed the new role's duties as well. As a result, he routinely worked fifty or more hours per week and frequently worked beyond eight hours in a day, including a number of days in which he worked in excess of twelve hours.

48. Plaintiff regularly began working at four or five o'clock in the morning and worked into the evening. Defendant D'Onofrio called and texted Plaintiff outside normal business hours, and Plaintiff regularly worked until nine or ten o'clock at night. On occasion, Plaintiff would work until two o'clock in the morning. He also worked weekends.

49. CrossCountry knew. Plaintiff told Defendant D'Onofrio that he "was working all the time." D'Onofrio's response was to advise Plaintiff to take walks for his health. CrossCountry suffered and permitted every hour Plaintiff worked, and never paid him overtime or double time for any of them.

50. CrossCountry never informed Plaintiff that he was entitled to a thirty-minute duty-

free meal period to begin before the end of his fifth hour of work, never relieved him of all duty for such a period, never adopted or communicated any meal period policy applicable to him, and never paid him a meal period premium. Plaintiff regularly worked more than ten hours in a day without receiving a second meal period.

51. CrossCountry likewise never informed Plaintiff that he was entitled to paid ten-minute rest periods for every four hours worked or major fraction thereof, never authorized or permitted such rest periods, never adopted or communicated any rest period policy applicable to him, and never paid him a rest period premium. Plaintiff routinely worked without receiving all required rest periods.

52. Plaintiff worked remotely from his home throughout his employment. His job required the constant use of his personal cellular telephone and his home internet service. His monthly cost was approximately $50 for home internet and approximately $60 for cellular service, of which approximately eighty percent of the use was for CrossCountry's benefit. Plaintiff also incurred mileage driving to the branch office and to company events.

53. CrossCountry never offered Plaintiff a stipend or reimbursement for any of these expenses and never told him how to request one. It reimbursed its managers and its loan officers for business expenses, including marketing expenses, as a matter of ordinary practice. It reimbursed Plaintiff nothing.

54. Plaintiff is informed and believes, and on that basis alleges, that CrossCountry did not issue company cellular telephones or provide or pay for internet service to its marketing and business-development personnel in California, did not maintain office space or equipment such personnel were required or able to use in lieu of their own, and required such personnel to perform their duties remotely using their own devices and connections. The use of personal cellular telephones and personal home internet service was therefore a requirement of the position and not a matter of employee preference.

55. None of Plaintiff's wage statements showed the total hours he worked, the applicable hourly rates, any overtime hours or rates, any meal or rest period premiums earned, or any commission or override.

D. Plaintiff's Aortic Dissection and Protected Medical Leave

56. In the summer of 2025, as CrossCountry's business development efforts expanded, CrossCountry assigned Plaintiff to support three additional branches (two in Livermore and one in Pleasanton) in addition to the Walnut Creek branch he already supported.

57. On August 27, 2025, Plaintiff suffered an aortic dissection. He was taken by ambulance for emergency surgery, which lasted approximately fourteen hours and required grafting of both the right and left aortic tissue. He sustained massive blood loss. The combination of that blood loss and the extraordinary length of the operation caused his kidneys to cease functioning. He remained intubated and heavily sedated for a prolonged period following the surgery and remained hospitalized until on or about October 12, 2025. He then recovered at home for several months, attended by a home health nurse who came to his residence three times per week to care for a surgical wound that had not healed. As a consequence of the kidney failure, Plaintiff required and continues to require regular dialysis.

58. Plaintiff's aortic dissection and resulting kidney failure requiring dialysis are physical disabilities within the meaning of Government Code section 12926(m). Each affects one or more of Plaintiff's body systems, including his cardiovascular and genitourinary systems, and limits one or more major life activities, including working. CrossCountry also regarded and treated Plaintiff as having such a disability.

59. Within twenty-four hours of Plaintiff's hospitalization, his wife Claudia Fettes telephoned Defendant D'Onofrio and informed him of the aortic dissection. Kaiser Permanente submitted the paperwork placing Plaintiff on medical leave. CrossCountry received written notice of the leave. Plaintiff's leave was administered through CrossCountry's disability carrier, Unum.

60. At the time his leave began, Plaintiff had been employed by CrossCountry for more than twelve months, had worked more than 1,250 hours in the preceding twelve months, and worked at a site where CrossCountry employed five or more employees. He was an eligible employee, CrossCountry was a covered employer, and his own serious health condition was a qualifying reason for leave under the California Family Rights Act, Government Code section 12945.2.

61. Plaintiff's leave began as CFRA leave. When the twelve-workweek CFRA

entitlement was exhausted in or about November 2025, Plaintiff sought and CrossCountry approved an extension of his leave through January 2, 2026. Requesting that finite extension of leave was itself a request for a reasonable accommodation due to Plaintiff's disability.

62. Plaintiff remained engaged with CrossCountry during his leave. He gave social media advice to loan officers. In or about November 2025, he initiated a call with Defendant Eckhardt to refer a high-profile branch manager at a competing firm as a recruiting prospect for CrossCountry.

63. While Plaintiff was on leave, Defendant D'Onofrio posted a video to Facebook stating that a dear friend of his had suffered a medical issue and associating that medical issue with the friend's failure to take care of his own health. D'Onofrio did not name Plaintiff, but those who knew what had happened to Plaintiff understood the reference. These comments indicated that D'Onofrio blamed Plaintiff for having a medical condition that kept him out of work.

64. In or about December 2025, because his disability benefits replaced only approximately sixty-seven percent of his pay, Plaintiff asked CrossCountry to allow him to use his accrued paid sick leave to make up the difference and stated that he would use his accrued vacation if his sick leave were exhausted. That request was an exercise of rights protected by the Healthy Workplaces, Healthy Families Act of 2014, Labor Code sections 245 and 246.5.

E. Plaintiff's Return to Work, His Accommodation Request, and His Termination One Business Day Later

65. Plaintiff's physicians cleared him to return to work effective January 2, 2026. The only medical restriction, apart from the dialysis schedule, was a temporary restriction on heavy lifting. Plaintiff was able to perform every essential function of his job.

66. At first, CrossCountry seemed to welcome Plaintiff back. On December 31, 2025, Mr. Babcock sent Plaintiff a warm message welcoming him back to work. Mr. Babcock and Defendant D'Onofrio scheduled a return-to-work meeting with Plaintiff for the morning of Monday, January 5, 2026. Separately, branch management scheduled a meeting that same week between Plaintiff and a loan officer to discuss how Plaintiff would support the loan officer's marketing in 2026.

67. On Friday, January 2, 2026, Plaintiff returned to work and spent the day completing a backlog of overdue CrossCountry compliance trainings. Plaintiff completed, among others, *2025H – Disability, Pregnancy, & Religious Accommodations* at 2:25 p.m., and *2025H – Remote Work Guidelines – Attestation* at 2:40 p.m.

68. The accommodations training described an employee's right to request a reasonable accommodation for a disability. After reviewing it, Plaintiff emailed his manager and requested one. He asked to be permitted to attend his dialysis appointments, then scheduled on Mondays and Fridays from approximately 10:00 a.m. to 2:00 p.m., and explained that he would work remotely from the dialysis center during those sessions. He explained that he needed the adjustment only temporarily, until he could move his dialysis appointments, which required roughly two weeks' lead time. In the same communications, Plaintiff disclosed that a home health nurse was still visiting three times per week to treat his unhealed surgical wound and that he was temporarily not cleared to drive while receiving home health care, though his wife could drive him.

69. The accommodation Plaintiff requested was reasonable on its face. A modified work schedule is expressly identified as a reasonable accommodation by Government Code section 12926(p)(2). Plaintiff had worked remotely for his entire employment. CrossCountry employees commonly worked remotely, including a branch manager who worked entirely remotely from Roseville, California. The request was finite, modest, and offered with Plaintiff's own plan to bring it to a close.

70. CrossCountry never discussed the accommodation request with Plaintiff. No one from human resources, benefits, or management asked him a single question about his proposed plan, his medical limitations, his schedule, or the duration. No one inquired into or proposed an alternative accommodation. There was no interactive process of any kind.

71. On Sunday, January 4, 2026, Defendant D'Onofrio emailed Plaintiff. In that communication, he instructed Plaintiff not to tell anyone that he was returning to work, and wrote that before proceeding he needed to speak with "the benefits team" to understand how to proceed. He cancelled the return-to-work meeting scheduled for the following morning.

72. On the morning of Monday, January 5, 2026, Plaintiff was at the dialysis center

receiving treatment when his telephone rang. The caller was a CrossCountry human resources employee he had never spoken with before; another human resources employee, whom Plaintiff understood to be senior, was also on the line and did not speak. Plaintiff expected to discuss his accommodation request. Instead he was told that his position was being "eliminated" for "financial reasons" and that there were no funds for him to remain. Plaintiff had been back at work for one business day.

73. Plaintiff was distraught at being terminated over the phone by strangers, all while hooked up to a dialysis machine. A social worker at the dialysis center was present at the center during the termination call and observed Plaintiff's condition that day.

F. CrossCountry's Stated Reason Was Pretextual

74. CrossCountry's "financial reasons" explanation is false. The true reason for Plaintiff's termination was that Defendants blamed him for having a medical condition, and did not want to accommodate him, even on a temporary basis.

75. Plaintiff's personnel file contains no complaint, no discipline, and no performance concern of any kind. Nine months into his employment, CrossCountry had promoted him and raised his pay by more than seventeen percent.

76. CrossCountry immediately solicited the very work it claimed it could not afford. On or about January 6, 2026, Defendant Eckhardt texted Plaintiff: "Do not cut off your nose to spite your face. I would like to talk to you about freelance work, but you cannot bad mouth us bro." A few weeks later, another branch manager asked Plaintiff whether he would perform freelance work for his loan officers. CrossCountry wanted the work performed; it did not want to employ, classify, pay, or accommodate the person performing it.

77. Plaintiff is informed and believes, and on that basis alleges, that his termination was based on his disability, his need for dialysis, his request for accommodation, his use of CFRA leave, his request to use paid sick leave, and the cost of the medical benefits his continued employment would require CrossCountry's plans to bear.

G. The Consequences to Plaintiff

78. CrossCountry terminated Plaintiff's health coverage effective January 31, 2026.

Plaintiff declined COBRA continuation coverage because, having just lost his income, he could not afford it, and applied for coverage through Covered California. Because of an administrative error in processing that application, Plaintiff and his family were without health coverage for a period beginning in or about February 2026.

79. During that gap, Plaintiff went without the wound care he had been receiving every two weeks for the surgical scar that had still not healed. The wound remains unhealed to this day. Plaintiff's home health nurse stopped coming. Both of his young sons developed a stomach virus with fever and vomiting near the end of the gap, and Plaintiff and his wife could not afford to take them to a doctor because the family had no coverage. Plaintiff and his wife were extremely stressed and did not know what to do.

80. Plaintiff suffered and continues to suffer substantial emotional distress, anxiety, humiliation, sleeplessness, and loss of his sense of security as a result of Defendants' conduct. He has been receiving counseling from a clinical social worker, initially monthly and now weekly.

81. CrossCountry did not pay Plaintiff all wages due at the time of his termination. It did not pay his unpaid overtime, his meal and rest period premiums, or his earned commissions. Those wages remain unpaid.

82. CrossCountry included a noncompete clause in Plaintiff's Employment Agreement and required Plaintiff to enter into a noncompete agreement, despite his being hired after the January 1, 2024, effective date of Business and Professions Code section 16600.1(b). CrossCountry never provided Plaintiff a written, individualized notice informing him that the non-compete and non-solicitation provisions in his Employment Agreement were void.

83. CrossCountry has never rescinded or disclaimed the void covenants of Sections 6.0 and 7.0 of his Employment Agreement, and they remain on their face applicable to Plaintiff through January 5, 2028.

84. Plaintiff has made good-faith efforts to mitigate his damages. He holds an active California real estate license and has sought to generate income through real estate and through his professional network. He has not obtained comparable employment.

VII. CLASS ACTION ALLEGATIONS

85. Plaintiff brings the Twenty-First, Twenty-Second, Twenty-Third, Twenty-Fourth, and Twenty-Fifth Causes of Action on his own behalf and, pursuant to Code of Civil Procedure section 382, on behalf of the following classes:

a. **The Covenant Class:** All persons who were employed by CrossCountry Mortgage, LLC in the State of California at any time from four years before the filing of this Complaint through the date of judgment, and who executed a CrossCountry Employment Agreement containing provisions prohibiting the solicitation of CrossCountry customers and/or the solicitation of CrossCountry employees for a period after termination of employment.

b. **The Post-2024 Covenant Subclass:** All members of the Covenant Class who executed that Agreement on or after January 1, 2024.

c. **The Enforcement Subclass:** All members of the Covenant Class who executed that Agreement before January 1, 2024 and as to whom CrossCountry, on or after January 1, 2024, asserted, invoked, or attempted to enforce Sections 6.0 or 7.0, including by advising the employee at or after separation that restrictive covenants under the Agreement remained in effect.

d. **The Notice Subclass:** All members of the Covenant Class who, as of February 14, 2024, were either (i) employed by CrossCountry Mortgage, LLC in the State of California, or (ii) former employees of CrossCountry Mortgage, LLC who had been employed in California at any time after January 1, 2022, and who did not receive, on or before February 14, 2024, the written individualized notice required by Business and Professions Code section 16600.1(b), delivered to both their last known mailing address and their email address, stating that the noncompete provisions of their employment contract are void.

e. **The Forum Class:** All persons who were employed by CrossCountry Mortgage, LLC in the State of California at any time from four years before the filing of this Complaint through the date of judgment, who resided and worked primarily in

California during that employment, and who, as a condition of employment, executed a CrossCountry Employment Agreement containing the Governing Law provision designating Ohio law and the exclusive jurisdiction of Ohio courts and the arbitration provision requiring that arbitration be governed by Ohio procedural law and held in Ohio, which Agreement was entered into, modified, or extended on or after January 1, 2017, and who were not individually represented by legal counsel in negotiating those provisions.

f. **The Expense Reimbursement Class:** All persons employed by CrossCountry Mortgage, LLC at any time from three years before the filing of this Complaint through the date of judgment who were (1) assigned to any of the branch offices at which Plaintiff worked and (2) who used a personal cellular telephone and/or personal home internet service to perform their job duties and were not reimbursed for a reasonable percentage of those expenses.

g. **The Restitution Class:** All persons employed by CrossCountry Mortgage, LLC in California in a non-managerial marketing or business-development position and classified as exempt at any time from four years before the filing of this Complaint through the date of judgment.

86. Excluded from each class are CrossCountry's officers, directors, and managing agents; counsel of record and their employees; the judicial officers presiding over this action and their staff; and any person who, in negotiating the provisions at issue, was in fact individually represented by legal counsel.

87. Plaintiff reserves the right to modify, expand, or narrow these class definitions, and to add or amend subclasses, in light of information obtained in discovery or upon motion for class certification.

88. The Covenant Class, the Notice Subclass, and the Forum Class seek declaratory and injunctive relief and statutory attorney's fees only. Plaintiff does not seek, and expressly disclaims, any award of damages, restitution, disgorgement, civil penalties, or other monetary relief on behalf of those classes. The Expense Reimbursement Class and the Restitution Class seek only

indemnification of necessary business expenditures under Labor Code section 2802 and restitution of earned wages under Business and Professions Code section 17203, respectively; Plaintiff seeks no compensatory or punitive damages and no statutory penalties, including under Labor Code sections 203 and 226, on behalf of any class.

A. Numerosity

89. The members of each class are so numerous that their individual joinder is impracticable. CrossCountry states publicly that it employs more than 9,000 people across more than 1,000 branch offices in all fifty states, and it maintains numerous branch offices in California, including in Walnut Creek, Livermore, and Pleasanton. On information and belief, CrossCountry has employed hundreds and likely thousands of persons in California during the class period, each of whom was required to execute a form Employment Agreement as a condition of employment. The precise number is known to CrossCountry and ascertainable from its records.

B. Readily Ascertainable

90. The members of each class are readily ascertainable from CrossCountry's own business records without individualized inquiry. CrossCountry maintains personnel records, payroll records, and executed onboarding packets, including electronically executed Employment Agreements bearing DocuSign envelope identifiers, from which the identity of every California employee who signed the form Agreement, the date of signature, the employee's work location, and the employee's address of record can be determined.

C. Commonality and Predominance

91. Common questions of law and fact predominate over any questions affecting only individual members. The class claims are expected to turn on the terms of a single form contract and on CrossCountry's uniform practices in imposing and maintaining it. Those common questions include:

a. whether CrossCountry had a uniform practice of failing to reimburse employees for necessary home internet and cell phone expenditures incurred in direct consequence of the discharge of the putative class members' duties or obedience to the directions of CrossCountry;

b. whether Sections 6.0 and 7.0 of the form Employment Agreement restrain a person from engaging in a lawful profession, trade, or business within the meaning of Business and Professions Code section 16600;

c. whether those provisions satisfy any statutory exception to section 16600;

d. whether CrossCountry's act of entering into the form Employment Agreement containing those provisions is a civil violation under Business and Professions Code section 16600.5(c);

e. whether the liquidated damages, revenue disgorgement, litigation presumption, no-bond injunction, forfeiture, one-way fee, and disclosure provisions attached to those covenants are void with them;

f. whether CrossCountry provided the individualized written notice required by Business and Professions Code section 16600.1(b) on or before February 14, 2024;

g. whether CrossCountry's failure to provide that notice constitutes an act of unfair competition under Business and Professions Code sections 16600.1(c) and 17200;

h. whether the Governing Law provision, the Ohio exclusive-jurisdiction provision, and subparagraph (c) of the arbitration provision would require a California employee to adjudicate a California claim outside California, or deprive the employee of the substantive protection of California law, within the meaning of Labor Code section 925(a);

i. whether those provisions were required as a condition of employment;

j. whether the recital that the employee "HAVE BEEN PROVIDED THE OPPORTUNITY" to consult counsel satisfies the exception in Labor Code section 925(e);

k. whether those provisions are void under Labor Code section 925(b) upon the request of the employee;

l. whether CrossCountry's imposition and maintenance of those provisions on its

California workforce constitutes an unlawful or unfair business practice under Business and Professions Code section 17200; and

m. the nature and scope of the declaratory and injunctive relief to which the classes are entitled, and the appropriate award of statutory attorney's fees.

n. whether CrossCountry required exempt-classified marketing and business-development personnel to use personal cellular telephones and personal home internet service to perform their duties;

o. whether CrossCountry provided any reimbursement, stipend, or mechanism by which such personnel could request reimbursement of those expenses;

p. whether CrossCountry's written Overtime Policy, which defines exempt status by the fact of biweekly salary payment and by reference to the federal Fair Labor Standards Act, applies any California duties test;

q. whether CrossCountry uniformly misclassified exempt-classified marketing and business-development personnel and thereby failed to pay overtime and other earned wages; and

r. whether CrossCountry kept any record of the hours worked by such personnel.

92. No individualized inquiry is required to answer any of these questions. Liability turns on the construction of a written instrument that is either identical or substantially identical as to every class member, and on whether a uniform statutory notice was or was not sent.

93. Common questions predominate as to the Expense Reimbursement Class. The central liability question, as to whether CrossCountry maintained a uniform practice of requiring exempt-classified marketing and business-development personnel to use their personal cellular telephones and home internet service to perform their duties while providing no reimbursement and no mechanism to request it, is common to every member and answerable on common proof. Whether a third person paid a class member's bill, whether the member changed service plans, and the particulars of any member's plan are irrelevant to liability. Liability is established by common proof that class members were required to use personal devices and connections for work and were not reimbursed. Individual questions as to the amount of each expense and the percentage of business

use bear only on the calculation of reimbursement and do not predominate.

94. Common questions predominate as to the Restitution Class. Whether CrossCountry uniformly misclassified exempt-classified marketing and business-development personnel as exempt from the overtime, meal period, rest period, and recordkeeping requirements of California law is answerable on common proof, including CrossCountry's own written Overtime Policy, its uniform practice of keeping no time records for salaried personnel, and its uniform wage statement format omitting hours worked and applicable rates. The restitution sought consists of earned wages in which each member holds a vested property interest and which are recoverable under Business and Professions Code section 17203. Only the class representative must satisfy the standing requirements of section 17204. Each class is defined so that every member necessarily sustained the same loss.

D. Typicality

95. Plaintiff's claims are typical of the claims of each class he seeks to represent. Plaintiff executed the same form Employment Agreement, containing the same Sections 6.0 and 7.0 and the same Ohio governing-law, jurisdiction, and arbitration-procedure provisions, as a condition of employment with the same employer. He resided and worked primarily in California. He was not individually represented by counsel. He received no section 16600.1(b) notice. He was subjected to the same failure to provide any reimbursement for cell phone and home internet expenses incurred while working remotely. He sustained the same legal injury, arising from the same conduct, as every other class member, and his claims rest on the same legal theories.

96. Plaintiff was employed in a marketing and business-development position in California, was classified as exempt under the same written policy, was required to use his personal cellular telephone and home internet service to perform his duties, was never offered reimbursement or any mechanism to request it, and received wage statements in the same format omitting hours and rates. He sustained the same injuries from the same practices as every member of the Expense Reimbursement Class and the Restitution Class.

E. Adequacy

97. Plaintiff will fairly and adequately protect the interests of each class. He has no

interest antagonistic to or in conflict with the interests of absent class members. The declaratory and injunctive relief he seeks on behalf of the Covenant Class, Notice Subclass, and Forum Class is indivisible and benefits every member. The monetary relief he seeks on behalf of the Expense Reimbursement Class and the Restitution Class arises from the same uniform policies and practices applied to him and to every other member, is measured by the same method for each member, and creates no conflict as among class members; Plaintiff's individual claims for statutory penalties and for damages on his discrimination, retaliation, and fraud claims are pleaded individually and seek no recovery that would reduce or compete with any class member's recovery.

F. Superiority

98. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The relief sought is classwide by nature: a declaration that a form contract term is void, and an injunction against its use, cannot sensibly be litigated one employee at a time. Individual litigation would be economically irrational for absent members. As to the Covenant Class, Notice Subclass, and Forum Class, members have suffered no quantifiable monetary loss and could not justify the cost of suing over a contract provision they may not know exists, which is itself a consequence of the notice violation alleged. As to the Expense Reimbursement Class and the Restitution Class, each member's individual recovery is modest relative to the cost of prosecuting an individual action, while the liability questions turn on uniform written policies and a uniform absence of any reimbursement mechanism and timekeeping, which are questions answerable once, on common proof, rather than repeatedly. Concentrating the litigation in a single forum avoids inconsistent adjudications and conserves the resources of the parties and the Court. Separate actions would risk inconsistent adjudications of the validity of identical contract language and would impose an unnecessary burden on the courts and the parties. Class treatment presents no unusual difficulties in management: the classes are defined by objective criteria drawn from CrossCountry's own records, and the common questions are questions of law.

99. Class certification is also appropriate because CrossCountry has acted and continues to act on grounds generally applicable to each class, making final declaratory and injunctive relief appropriate with respect to each class as a whole.

VIII. REPRESENTATIVE ACTION ALLEGATIONS UNDER PAGA

100. Plaintiff brings the Twenty-Sixth Cause of Action as a representative action under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 through 2699.8, on behalf of the State of California and all other aggrieved employees, and not as a class action.

101. The "PAGA Period" is the period from July 20, 2025 (one year before the date Plaintiff's written notice to the Labor and Workforce Development Agency was submitted and postmarked) through the date of judgment.

102. "Aggrieved employees" are all persons employed by CrossCountry in California during the PAGA Period against whom one or more of the Labor Code violations alleged in the Twenty-Sixth Cause of Action was committed.

103. Plaintiff is an aggrieved employee. He was employed by CrossCountry from a date prior to July 20, 2025 through his termination on January 5, 2026, and remained an employee on CrossCountry's payroll throughout the intervening period of medical leave. During the PAGA Period he personally suffered each of the violations alleged, including the following:

a. CrossCountry issued him wage statements during the PAGA Period that failed to show his total hours worked, earned rest and meal penalties, or his applicable hourly rates, in violation of Labor Code section 226(a);

b. during the weeks of July 20 through August 27, 2025 he worked in excess of eight hours in a workday and in excess of forty hours in a workweek, and on occasion in excess of twelve hours in a workday, without receiving overtime or double-time compensation, and without being provided compliant meal or rest periods or paid any premium;

c. he worked a full workday on January 2, 2026, as CrossCountry's own learning management records reflect, without a compliant meal or rest period and without any record of his hours being kept;

d. throughout the PAGA Period he incurred unreimbursed cellular telephone and home internet expenses necessary to the discharge of his duties, in violation of Labor Code section 2802;

e. throughout the PAGA Period CrossCountry maintained no record of the hours he worked, in violation of Labor Code section 1174(c) and (d);

f. throughout the PAGA Period CrossCountry maintained an unwritten commission compensation arrangement with him and never furnished the signed writing required by Labor Code section 2751, and the instruction that he not disclose his compensation (including the instruction, given at the hire of a second employee into his role in or about mid-August 2025, that he was not permitted to tell her his salary) remained in force, in violation of Labor Code section 232;

g. throughout the PAGA Period he remained bound, as a condition of continued employment, to the void noncompete covenants and to the Ohio choice-of-law, jurisdiction, and arbitration-procedure provisions, in violation of Labor Code sections 432.5 and 925; and

h. on January 5, 2026 CrossCountry discharged him and failed to pay all wages then earned and unpaid, including overtime, meal premium pay, rest premium pay, and earned commissions, in violation of Labor Code sections 201 through 203 and 227.3.

104. On July 20, 2026, Plaintiff submitted written notice to the Labor and Workforce Development Agency online, paid the required filing fee, and served the same notice on CrossCountry by certified mail. The Agency assigned the notice Case No. LWDA-CM-1192155-26. The notice identified the specific provisions of the Labor Code alleged to have been violated and set forth the facts and theories supporting each alleged violation.

105. More than sixty-five calendar days have elapsed since the postmark date of that notice. The Labor and Workforce Development Agency has not provided notice that it intends to investigate the alleged violations. Plaintiff is therefore authorized to commence this civil action under Labor Code section 2699.3(a)(2)(A).

106. CrossCountry did not cure any noticed violation within the time permitted by Labor Code section 2699.3(c), and did not serve Plaintiff or the Agency with any notice of cure. Several

noticed provisions are not subject to any right to cure.

107. On information and belief, other aggrieved employees suffered a violation of the same provisions that were committed against Mr. Fettes, including violations of provisions of law governing the payment of overtime, meal periods, rest periods, reimbursements, failure to keep time records; post-employment noncompete clauses, choice of forum, choice of law, written commission plans, and the right to disclose compensation.

IX. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Disability Discrimination in Violation of the Fair Employment and Housing Act

(Gov. Code § 12940(a))

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

108. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

109. Government Code section 12940(a) makes it an unlawful employment practice for an employer, because of an employee's physical disability or medical condition, to bar or discharge the employee from employment or to discriminate against the employee in compensation or in the terms, conditions, or privileges of employment.

110. Plaintiff had a physical disability within the meaning of Government Code section 12926(m), and CrossCountry regarded him as having one. CrossCountry knew of the disability: Plaintiff's wife informed his supervisor within twenty-four hours of his hospitalization, Plaintiff was on a months-long medical leave administered by CrossCountry and its disability carrier, and Plaintiff disclosed his dialysis schedule, his home health nursing, and his driving restriction in writing in January 2026.

111. Plaintiff was able to perform the essential duties of his position, with or without reasonable accommodation.

112. CrossCountry discharged Plaintiff. Plaintiff's disability, and CrossCountry's unwillingness to bear the burden and expense of employing a person with that disability, were the cause of the discharge.

113. CrossCountry's stated reason for the termination was pretextual..

114. As a proximate result of CrossCountry's discriminatory conduct, Plaintiff has suffered and will continue to suffer lost wages, lost benefits, lost commissions, and other economic loss, together with severe emotional distress, all in amounts to be proven at trial. Plaintiff is also entitled to reasonable attorney's fees and costs under Government Code section 12965(c)(6).

115. CrossCountry's conduct was carried out by its officers, directors, and managing agents, and was undertaken with malice, oppression, or fraud, or with a willful and conscious disregard of Plaintiff's rights and safety, in that CrossCountry fired a man recovering from open-heart surgery while he sat in a dialysis chair, one business day after he asked for a temporary accommodation affecting two mornings each week. It did so without so much as a conversation. Plaintiff is entitled to punitive damages under Civil Code section 3294.

SECOND CAUSE OF ACTION

Failure to Provide Reasonable Accommodation in Violation of FEHA

(Gov. Code § 12940(m))

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

116. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

117. Government Code section 12940(m)(1) makes it an unlawful employment practice for an employer to fail to make reasonable accommodation for the known physical disability of an employee.

118. Plaintiff had a known physical disability. He was able to perform the essential functions of his position with the accommodation he requested.

119. Plaintiff requested a reasonable accommodation in writing on January 2, 2026: permission to attend two morning dialysis sessions per week, working remotely from the dialysis center, for the limited period needed to move the appointments. A modified work schedule is a reasonable accommodation as a matter of statute. Government Code section 12926(p)(2).

120. CrossCountry provided no accommodation at all. It did not grant the request, deny it, modify it, propose an alternative, seek further information, or respond to it in substance. It

terminated Plaintiff three days after receiving it.

121. CrossCountry cannot establish that the requested accommodation would have imposed an undue hardship. The accommodation cost nothing. Plaintiff worked remotely for two years and another branch manager worked entirely remotely from another county. The request was temporary and limited.

122. As a proximate result, Plaintiff has suffered the damages alleged above and is entitled to reasonable attorney's fees and costs under Government Code section 12965(c)(6), and to punitive damages under Civil Code section 3294.

THIRD CAUSE OF ACTION

Failure to Engage in a Good Faith Interactive Process in Violation of FEHA

(Gov. Code § 12940(n))

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

123. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

124. Government Code section 12940(n) makes it an unlawful employment practice for an employer to fail to engage in a timely, good faith, interactive process with an employee to determine effective reasonable accommodations in response to a request by an employee with a known physical disability.

125. Plaintiff requested an accommodation for a known physical disability on January 2, 2026, and identified a specific, available, reasonable accommodation.

126. CrossCountry failed to engage in any interactive process. It held no meeting, asked no questions, requested no medical certification, identified no alternatives, and made no attempt to explore accommodation. Its only communication on the subject was a January 4, 2026 email cancelling Plaintiff's return-to-work meeting pending a conversation with the "benefits team" and instructing Plaintiff to conceal his return. Its next substantive communication was the termination call.

127. A reasonable accommodation was available. Had CrossCountry engaged in the process, the requested schedule adjustment or another accommodation would have permitted

Plaintiff to continue performing the essential functions of his job.

128. As a proximate result, Plaintiff has suffered the damages alleged above and is entitled to reasonable attorney's fees and costs under Government Code section 12965(c)(6), and to punitive damages under Civil Code section 3294.

FOURTH CAUSE OF ACTION

Retaliation in Violation of FEHA

(Gov. Code § 12940(h), (m)(2))

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

129. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

130. Government Code section 12940(h) makes it an unlawful employment practice to discharge or otherwise discriminate against a person because that person has opposed practices forbidden by FEHA. Government Code section 12940(m)(2) makes it an unlawful employment practice to retaliate against a person for requesting accommodation of a disability, regardless of whether the request was granted.

131. Plaintiff engaged in protected activity by requesting a reasonable accommodation on January 2, 2026, and by exercising his right to disability-related medical leave.

132. CrossCountry subjected Plaintiff to an adverse employment action by terminating his employment.

133. A causal link exists between the protected activity and the adverse action. One business day separated the accommodation request from the termination. The intervening communication was an instruction to keep the return secret pending consultation with the "benefits team."

134. CrossCountry's proffered reason for the termination is pretextual.

135. As a proximate result, Plaintiff has suffered the damages alleged above and is entitled to reasonable attorney's fees and costs under Government Code section 12965(c)(6), and to punitive damages under Civil Code section 3294.

FIFTH CAUSE OF ACTION

Failure to Prevent Discrimination in Violation of FEHA

(Gov. Code § 12940(k))

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

136. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

137. Government Code section 12940(k) makes it an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

138. Plaintiff was subjected to disability discrimination as alleged above.

139. CrossCountry failed to take all reasonable steps necessary to prevent it. On information and belief, CrossCountry maintained no effective policy or procedure governing the handling of accommodation requests applicable to Plaintiff, provided no adequate training to the managers who handled his request and his termination, assigned no one to evaluate the request, conducted no investigation, and imposed no oversight on a branch manager who terminated a disabled subordinate three days after his return from leave and one business day after his accommodation request.

140. As a proximate result, Plaintiff has suffered the damages alleged above and is entitled to reasonable attorney's fees and costs under Government Code section 12965(c)(6).

SIXTH CAUSE OF ACTION

Interference with and Denial of Rights Under the California Family Rights Act

(Gov. Code § 12945.2)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

141. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

142. At all relevant times CrossCountry was a covered employer and Plaintiff was an eligible employee under the California Family Rights Act, Government Code section 12945.2.

143. Plaintiff was entitled to CFRA leave for his own serious health condition. He

provided CrossCountry with notice of his need for leave through his wife's telephone call to his supervisor, through Kaiser Permanente's submission of the leave paperwork, and through CrossCountry's own leave administration with Unum. Once an employee is on CFRA leave, the employer is charged with knowledge that the absence is protected.

144. CrossCountry granted the leave and then extended it through January 2, 2026. Plaintiff was cleared to return and presented himself for work on that date.

145. CrossCountry interfered with, restrained, and denied Plaintiff's exercise of his CFRA rights by refusing to reinstate him to the same or a comparable position, by cancelling the return-to-work meeting that was to effect his reinstatement, by instructing him to conceal that he had returned, and by terminating him three days after his return.

146. Plaintiff is informed and believes, and on that basis alleges, that CrossCountry cannot establish that Plaintiff's position ceased to exist or that he would have been terminated regardless of his leave, and that the burden of establishing any such defense rests with CrossCountry under California Code of Regulations, title 2, section 11089.

147. As a proximate result, Plaintiff has suffered the damages alleged above and is entitled to reasonable attorney's fees and costs under Government Code section 12965(c)(6).

SEVENTH CAUSE OF ACTION

Retaliation in Violation of the California Family Rights Act

(Gov. Code § 12945.2)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

148. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

149. It is unlawful for an employer to discharge or discriminate against an employee for exercising the right to CFRA leave, and an employer may not use the taking of CFRA leave as a negative factor in any employment action. Cal. Code Regs., tit. 2, § 11094.

150. Plaintiff exercised his right to CFRA leave beginning August 27, 2025.

151. CrossCountry terminated Plaintiff three days after he returned from that leave and one business day after he requested a temporary accommodation to continue the medical treatment

the leave had made necessary. CrossCountry terminated Plaintiff in retaliation for his protected CFRA leave.

152. As a proximate result, Plaintiff has suffered the damages alleged above and is entitled to reasonable attorney's fees and costs under Government Code section 12965(c)(6).

EIGHTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

153. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

154. California recognizes fundamental public policies, embodied in the Fair Employment and Housing Act, including Government Code section 12940(a), the California Family Rights Act, and Labor Code sections 98.6, 232, and 245 et seq., that prohibit an employer from discharging an employee because of a physical disability, because the employee requested a reasonable accommodation, because the employee took protected medical leave, because the employee sought to use accrued paid sick leave, or because the employee might disclose the amount of his wages.

155. CrossCountry terminated Plaintiff's employment. Substantial motivating reasons for the termination were Plaintiff's disability, his accommodation request, his protected medical leave, and his request to use accrued paid sick leave, each of which violates the public policies identified above.

156. As a proximate result, Plaintiff has suffered the damages alleged above, in amounts to be proven at trial. Because CrossCountry's conduct was carried out by its managing agents with malice, oppression, or fraud, Plaintiff is entitled to punitive damages under Civil Code section 3294.

NINTH CAUSE OF ACTION

Retaliation in Violation of Labor Code Section 98.6

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

157. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

158. Labor Code section 98.6(a) prohibits an employer from discharging or in any manner

discriminating or retaliating against an employee because the employee engaged in conduct protected by the Labor Code, including the exercise of rights under the Healthy Workplaces, Healthy Families Act of 2014. Labor Code section 246.5(c) independently prohibits retaliation for an employee's use of, or attempt to exercise the right to use, accrued paid sick days.

159. In or about December 2025, Plaintiff requested to use his accrued paid sick leave to supplement his disability benefits. That request was protected activity.

160. CrossCountry terminated Plaintiff on January 5, 2026, within ninety days of that protected activity. A rebuttable presumption of unlawful retaliation therefore arises under Labor Code section 98.6(b)(1), which applies where the adverse action occurs within ninety days of activity protected by that section, and under Labor Code section 246.5(c)(2), which applies where the adverse action occurs within thirty days of activity protected under the Healthy Workplaces, Healthy Families Act.

161. CrossCountry cannot rebut the presumption. Its stated justification is pretextual for the reasons alleged above.

162. Plaintiff is entitled to reinstatement and reimbursement for lost wages and work benefits, to the civil penalty of up to $10,000 provided by Labor Code section 98.6(b)(3), and to all other appropriate relief.

TENTH CAUSE OF ACTION

Promissory Fraud — False Promise

(Civ. Code §§ 1709, 1710)

(Against Defendants CrossCountry Mortgage, LLC, David D'Onofrio, Brent Eckhardt, and DOES 1 through 25)

163. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

164. In or about October 2024, Defendant Eckhardt, acting within the course and scope of his employment and with the actual or apparent authority of CrossCountry, promised Plaintiff by telephone that CrossCountry would pay him fifty basis points of the loan amount on every loan brought to CrossCountry through a realtor relationship Plaintiff developed, payable upon the closing

of each loan, and would pay him an override bonus when a loan officer he recruited closed that loan officer's first loan. Defendants Eckhardt and D'Onofrio repeated and confirmed that promise at an in-person meeting at the branch office shortly thereafter, attended by Plaintiff, Eckhardt, D'Onofrio, and Billy Babcock.

165. Defendants did not intend to perform the promise when they made it. Plaintiff alleges the absence of intent to perform on the following grounds, among others: Defendants refused Plaintiff's express request in November 2024 to reduce the promise to writing; Defendants never established the mechanism by which the promise could be paid; Defendants recorded the arrangement in CrossCountry's personnel system only as a "Bonus amount" of "Per Eligible Loan" with the rate and every other term intentionally left blank; Defendants deliberately failed to comply with Labor Code section 2751; Defendants directed Plaintiff to conceal the arrangement from everyone and threatened his job if he disclosed it; Defendants contemporaneously documented a written per-loan bonus for another, cheaper employee in the same role, demonstrating that Defendants understood how to structure such an agreement when they intended to follow through with it; and Defendants have never paid, accounted for, or explained the nonpayment of a single dollar under the promise.

166. Defendants intended that Plaintiff rely on the promise in order to induce him to remain at CrossCountry rather than depart with his managers, and to induce him to perform the additional duties of the new role. Inducing Plaintiff to remain not only enriched CrossCountry, but also served to enrich Defendants Eckhardt and D'Onofrio, due to CrossCountry's payment structures.

167. Plaintiff reasonably relied on the promise. He remained at CrossCountry, declined the competing offer that included coverage of his medical expenses, assumed substantial additional duties, worked substantially longer hours, and devoted his realtor relationships and recruiting efforts to CrossCountry's benefit.

168. Plaintiff was harmed. He was denied the compensation promised, the value of the services he rendered in reliance, and the alternative employment he forwent, all in amounts to be proven at trial and subject to the accounting sought below.

169. Defendants' conduct was willful, intentional, and undertaken with malice, oppression, or fraud, entitling Plaintiff to punitive damages under Civil Code section 3294.

ELEVENTH CAUSE OF ACTION

Intentional Misrepresentation

(Civ. Code § 1710)

(Against Defendants CrossCountry Mortgage, LLC, David D'Onofrio, Brent Eckhardt, and DOES 1 through 25)

170. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

171. In the same October 2024 telephone call and branch-office meeting described above, Defendants Eckhardt and D'Onofrio represented to Plaintiff as existing facts that a fifty-basis-point compensation arrangement had been established for him, that it was a component of his new position, and that Eckhardt had the authority to establish it.

172. Those representations were false. No such compensation arrangement was established. No rate, computation method, payment schedule, or payment mechanism existed. CrossCountry's personnel records reflect no commission rate of any kind, and on information and belief no authorization for such an arrangement was ever obtained or recorded.

173. Defendants knew the representations were false when they made them, or made them recklessly and without regard for their truth, and intended that Plaintiff rely on them.

174. Plaintiff reasonably relied on the representations and was harmed as alleged above, in amounts to be proven at trial. Defendants' conduct entitles Plaintiff to punitive damages under Civil Code section 3294.

TWELFTH CAUSE OF ACTION

Fraudulent Concealment

(Against Defendants CrossCountry Mortgage, LLC, David D'Onofrio, Brent Eckhardt, and DOES 1 through 25)

175. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

176. Defendants concealed and suppressed material facts from Plaintiff, including that no commission arrangement had in fact been established or authorized for him; that no rate, method of computation, or payment mechanism existed; that CrossCountry did not intend to pay him; that Labor Code section 2751 entitled him to a signed written commission agreement; and that CrossCountry had documented a written per-loan bonus for a newly hired, lower-paid employee in the same role.

177. Defendants had a duty to disclose those facts. They made partial representations about Plaintiff's compensation while suppressing material facts. Defendants had exclusive knowledge of material facts not reasonably discoverable by Plaintiff, and they actively concealed those facts.

178. Defendants actively concealed the facts, including by refusing Plaintiff's request to reduce the arrangement to writing, by keeping the arrangement off CrossCountry's books, by instructing Plaintiff to disclose it to no one, and by threatening that Plaintiff would be terminated if he did.

179. Defendants concealed the facts intending to deceive Plaintiff and to induce him to remain employed and to continue performing. Plaintiff was unaware of the concealed facts and would have acted differently had he known them: he would have departed with his managers, insisted on a written agreement before performing, or declined the new role.

180. Plaintiff was harmed as alleged above, in amounts to be proven at trial. Defendants' conduct entitles Plaintiff to punitive damages under Civil Code section 3294.

THIRTEENTH CAUSE OF ACTION

Breach of Oral Contract

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

181. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

182. In or about October 2024, Plaintiff and CrossCountry, acting through Defendants Eckhardt and D'Onofrio, entered into an oral agreement under which CrossCountry promised to pay Plaintiff fifty basis points of the loan amount on each loan brought to CrossCountry through a realtor

relationship Plaintiff developed, payable on closing, together with an override bonus on the first closed loan of each loan officer Plaintiff recruited, in exchange for Plaintiff's continued employment and his performance of the duties of the new position.

183. Plaintiff performed all conditions, covenants, and promises required of him, and was excused from any nonperformance by CrossCountry's own conduct.

184. CrossCountry breached the agreement by failing to pay Plaintiff any commission or override, and by failing to provide any accounting of the amounts earned.

185. As a proximate result, Plaintiff has been damaged in an amount to be proven at trial and determined through the accounting sought below, together with prejudgment interest.

FOURTEENTH CAUSE OF ACTION

Promissory Estoppel

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

186. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

187. CrossCountry made a clear and unambiguous promise to pay Plaintiff fifty basis points on each loan produced through his realtor relationships and an override bonus on each recruited loan officer's first closed loan.

188. Plaintiff reasonably and foreseeably relied on that promise to his detriment. He remained employed by CrossCountry rather than departing with his managers; he declined a competing offer that included coverage of his medical expenses; he assumed the additional duties of the business development role while retaining all of his prior duties; he worked substantially longer hours; and he directed his professional relationships and recruiting efforts to CrossCountry's benefit rather than his own.

189. Injustice can be avoided only by enforcement of the promise. Plaintiff is entitled to damages in an amount to be proven at trial.

FIFTEENTH CAUSE OF ACTION

Accounting

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

190. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

191. By virtue of the compensation arrangement alleged above and the employment relationship between the parties, CrossCountry owes Plaintiff a duty to account for the loans closed through the realtor and referral-source relationships he developed, for the loan officers he recruited and their first closed loans, and for the commissions and overrides due to him.

192. The amount due to Plaintiff is unascertainable without an accounting. The records necessary to compute it (including, but not limited to, closed-loan data, referral-source attribution, loan officer production records, override triggers, and the associated payment records) are within CrossCountry's exclusive possession, custody, and control. CrossCountry has never provided Plaintiff with any accounting despite the sums being due and owing.

193. Plaintiff is entitled to an accounting of all commissions and overrides due, and to a judgment for the sums the accounting reveals.

SIXTEENTH CAUSE OF ACTION

Failure to Pay Overtime Compensation

(Lab. Code §§ 510, 1194, 1198; Wage Order No. 4-2001)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

194. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

195. Labor Code section 510 requires payment at one and one-half times the regular rate for hours worked in excess of eight in a workday and forty in a workweek, and at twice the regular rate for hours in excess of twelve in a workday and in excess of eight on the seventh consecutive day of work. Labor Code sections 1194 and 1198 and Wage Order No. 4-2001 impose parallel obligations.

196. Plaintiff was a non-exempt employee, who was misclassified as being exempt

throughout his employment..

197. Plaintiff regularly worked more than eight hours in a workday and more than forty hours in a workweek, and frequently more than twelve hours in a workday. CrossCountry knew Plaintiff was working those hours, was told by Plaintiff that he was working all the time, and suffered and permitted the work.

198. CrossCountry paid Plaintiff no overtime or double time at any point during his employment.

199. CrossCountry failed to keep any record of the hours Plaintiff worked as required by Labor Code section 1174 and Wage Order No. 4-2001, section 7. Plaintiff's hours may therefore be proven by just and reasonable inference, and the burden of any imprecision falls on CrossCountry.

200. Plaintiff is entitled to all unpaid overtime and double-time wages, prejudgment interest under Labor Code sections 218.6 and 1194, and reasonable attorney's fees and costs under Labor Code sections 218.5 and 1194.

SEVENTEENTH CAUSE OF ACTION

Failure to Provide Meal Periods and Pay Meal Period Premiums

(Lab. Code §§ 226.7, 512; Wage Order No. 4-2001)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

201. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

202. Labor Code section 512 and Wage Order No. 4-2001 require an employer to provide an employee who works more than five hours with a duty-free meal period of at least thirty minutes, beginning no later than the end of the fifth hour of work, and a second such period for work exceeding ten hours. Labor Code section 226.7 requires payment of one additional hour of pay at the employee's regular rate of compensation for each workday a required meal period is not provided.

203. CrossCountry, having misclassified Plaintiff as exempt, never adopted or communicated any meal period policy applicable to him, never advised him of his right to a duty-free meal period, never relieved him of all duty for such a period, and never provided a second meal

period on the days he worked more than ten hours.

204. CrossCountry never paid Plaintiff any meal period premium.

205. Plaintiff is entitled to one hour of pay at his regular rate of compensation for each workday on which a compliant meal period was not provided, together with prejudgment interest and, as applicable, reasonable attorney's fees and costs.

EIGHTEENTH CAUSE OF ACTION

Failure to Provide Rest Periods and Pay Rest Period Premiums

(Lab. Code § 226.7; Wage Order No. 4-2001)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

206. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

207. Wage Order No. 4-2001, section 12, requires an employer to authorize and permit a paid ten-minute rest period for every four hours worked or major fraction thereof. Labor Code section 226.7 requires one additional hour of pay at the employee's regular rate of compensation for each workday a required rest period is not provided.

208. CrossCountry never adopted or communicated any rest period policy applicable to Plaintiff and never advised him of his right to paid rest periods. CrossCountry failed to authorize or permit Plaintiff to take all of the rest breaks that he was entitled to by law.

209. CrossCountry never paid Plaintiff any rest period premium.

210. Plaintiff is entitled to one hour of pay at his regular rate of compensation for each workday on which a compliant rest period was not provided, together with prejudgment interest.

NINETEENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

(Lab. Code § 226)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

211. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

212. Labor Code section 226(a) requires an employer to furnish each employee,

semimonthly or at the time of each payment of wages, an accurate itemized statement showing, among other things, gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates in effect during the pay period together with the corresponding number of hours worked at each rate.

213. Because CrossCountry misclassified Plaintiff as exempt and kept no record of his hours, none of the wage statements it furnished him showed his total hours worked or his applicable hourly rates, and none showed any overtime, meal or rest period premium, commission, or override.

214. Plaintiff suffered injury as a result. He was unable to determine from his wage statements whether he had been paid all wages owed, the hours for which he was being paid, or the rates at which he was being paid, and was required to attempt to reconstruct that information from other sources.

215. CrossCountry's failure was knowing and intentional.

216. Plaintiff is entitled to statutory penalties of $50 for the initial violation and $100 for each subsequent violation, up to an aggregate of $4,000, together with costs and reasonable attorney's fees under Labor Code section 226(e)(1), and to injunctive relief and associated fees under section 226(h).

TWENTIETH CAUSE OF ACTION

Failure to Pay All Wages Due Upon Separation

(Lab. Code §§ 201–203, 227.3)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

217. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

218. Labor Code section 201 requires an employer that discharges an employee to pay all wages earned and unpaid at the time of discharge, immediately. Labor Code section 227.3 requires that accrued, vested vacation be paid at termination as wages. Labor Code section 203 imposes a penalty of up to thirty days' wages where the failure to pay is willful.

219. At the time of his discharge on January 5, 2026, Plaintiff was owed unpaid overtime and double-time wages, meal and rest period premiums, earned commissions and overrides. None

of it was paid on the date of termination, and none has been paid since.

220. CrossCountry's failure was willful within the meaning of Labor Code section 203. CrossCountry intentionally did what it did, and no good-faith dispute excuses the nonpayment: it had no factual basis for treating a content producer with no subordinates as exempt, it knew Plaintiff was working continuously, and it had promised commissions it had deliberately declined to document.

221. Plaintiff is entitled to waiting time penalties of thirty days' wages, together with prejudgment interest and costs.

TWENTY-FIRST CAUSE OF ACTION

Failure to Indemnify Necessary Business Expenditures

(Lab. Code § 2802)

(Brought by Plaintiff Individually and on Behalf of the Expense Reimbursement Class)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

222. Plaintiff and each member of the Expense Reimbursement Class incorporate by reference each preceding paragraph as though fully set forth herein.

223. Labor Code section 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his duties. Where an employee is required to use a personal cellular telephone for work, the employer must reimburse a reasonable percentage of the cost, whether or not the employee's bill increased as a result; and an employer may not avoid the obligation on the theory that remote work was the employee's choice.

224. Plaintiff's and the Expense Reimbursement Class' job required them to work remotely using his personal cellular telephone and his home internet service, at a combined cost of approximately $110 per month, of which approximately eighty percent of the use was for CrossCountry's benefit. They also incurred mileage driving on CrossCountry's business to the branch office and to company events.

225. CrossCountry knew of and required these expenditures. It never reimbursed them,

never offered a stipend, and never provided Plaintiff any mechanism or instruction for submitting them, while reimbursing its managers and loan officers as a matter of routine practice.

226. Plaintiff and the Expense Reimbursement Class are entitled to indemnification of all necessary expenditures incurred in direct consequence of the discharge of their duties, in a reasonable percentage amount according to proof, together with interest from the date each expenditure was incurred and reasonable attorney's fees and costs under Labor Code section 2802(b) and (c). Defendants D'Onofrio and Eckhardt are personally liable under Labor Code section 558.1 for the reasons alleged above. Plaintiff seeks no compensatory or punitive damages and no statutory penalties on behalf of the Expense Reimbursement Class.

TWENTY-SECOND CAUSE OF ACTION

Unfair Competition — Wage, Expense, and Compensation Practices

(Bus. & Prof. Code § 17200 et seq.)

(Brought by Plaintiff Individually and on Behalf of the Restitution Class)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

227. Plaintiff and the Restitution Class incorporate by reference each preceding paragraph as though fully set forth herein.

228. Business and Professions Code section 17200 defines unfair competition to include any unlawful, unfair, or fraudulent business act or practice.

229. CrossCountry has engaged in unlawful business acts and practices with respect to Plaintiff, including: failing to pay overtime and double time in violation of Labor Code sections 510, 1194, and 1198; failing to pay the minimum wage for all hours worked in violation of Labor Code sections 1194, 1194.2, and 1197; failing to provide meal and rest periods and to pay premiums in violation of Labor Code sections 226.7 and 512; failing to furnish accurate itemized wage statements in violation of Labor Code section 226; failing to keep records of hours worked in violation of Labor Code section 1174; failing to pay all wages due on separation in violation of Labor Code sections 201 through 203 and 227.3; failing to indemnify necessary business expenditures in violation of Labor Code section 2802; and failing to put a commission agreement in writing and furnish a signed copy in violation of Labor Code section 2751.

230. CrossCountry has also engaged in unlawful business acts and practices with respect to the Covenant Class (including subclasses), the Forum Class, and the Restitution Class, by maintaining void noncompete clauses, by requiring unlawful forum selection and choice of law provisions as a condition of employment, and by misclassifying members of the Restitution Class as exempt employees.

231. Each of these practices is separately unfair within the meaning of section 17200. Their combined effect, the systematic transfer to Plaintiff of CrossCountry's own labor and operating costs, coupled with an instruction that he discuss his compensation with no one on pain of termination, is immoral, unethical, oppressive, and substantially injurious, and whatever utility it had to CrossCountry does not outweigh the harm.

232. CrossCountry's practices were also fraudulent in that they were likely to deceive, and did deceive, Plaintiff as to the compensation he would receive for his work.

233. Plaintiff suffered injury in fact and lost money and property as a result, including unpaid overtime and double-time wages, unpaid meal and rest period premiums, unreimbursed business expenditures, unpaid accrued vacation, and unpaid commissions and overrides.

234. Plaintiff and the Restitution Class are entitled to restitution under Business and Professions Code section 17203 of all earned wages CrossCountry unlawfully withheld or retained during the four years preceding the filing of this Complaint, including unpaid overtime and double-time wages, unpaid commissions and overrides, and premium pay owed under Labor Code section 226.7, together with injunctive relief and attorney's fees and costs under Code of Civil Procedure section 1021.5. Plaintiff does not seek on behalf of the Restitution Class any waiting time penalty under Labor Code section 203 or any wage statement penalty under Labor Code section 226, neither of which is restitutionary; those penalties are sought by Plaintiff individually and, under the Twenty-Sixth Cause of Action, on behalf of the State of California and other aggrieved employees.

TWENTY-THIRD CAUSE OF ACTION

Void Restraints of Trade

(Bus. & Prof. Code §§ 16600, 16600.1(a), 16600.5)

(Brought by Plaintiff Individually and on Behalf of the Covenant Class)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

235. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

236. Business and Professions Code section 16600 provides that, except as statutorily provided, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void, and directs that the section be read broadly to void the application of any noncompete agreement in an employment context, no matter how narrowly tailored, that does not satisfy a statutory exception.

237. Business and Professions Code section 16600.1(a) makes it unlawful for an employer to include a noncompete clause in an employment contract, or to require an employee to enter into a noncompete agreement, that does not satisfy an exception. Section 16600.5(a) provides that such a contract is void and unenforceable regardless of where and when it was signed. Section 16600.5(b) prohibits an employer from attempting to enforce such a contract. Section 16600.5(c) prohibits an employer from entering into such a contract. Section 16600.5(d) provides that an employer that enters into, or attempts to enforce, such a contract commits a civil violation. Section 16600.5(e) authorizes a private action by a current or former employee for injunctive relief, actual damages, or both, and entitles a prevailing employee to a mandatory award of reasonable attorney's fees and costs.

238. Sections 6.0 and 7.0 of CrossCountry's form Employment Agreement are void restraints of trade. Section 7.0 bars the employee, for two years after separation for any reason, from contacting, calling on, soliciting, or communicating "in any way" with any of CrossCountry's "past, present or future customers, prospective customers and referral sources," which is a category that, for a mortgage-industry professional, encompasses the whole of his or her professional livelihood. Section 6.0 bars the employee for the same two post-employment years from contacting or soliciting

any CrossCountry employee, and for twelve months from contacting former employees, applicants, and "employment referral sources." Neither provision satisfies any statutory exception.

239. The noncompete provisions in Section 6.0 and Section 7.0 are void as a matter of law, and their inclusion in employment agreements is unlawful conduct under Business and Professions Code section 16600.

240. CrossCountry required Plaintiff and each member of the Covenant Class to enter into these void covenants as a condition of employment, and thereby committed a civil violation as to each of them. CrossCountry maintained the covenants in effect through the end of Plaintiff's employment and beyond, and reminded Plaintiff in its separation letter that he remained subject to "certain restrictions as part of your CrossCountry Mortgage, LLC. Employment Agreement." On information and belief, CrossCountry continues to impose the same form covenants on its California employees and has never rescinded, disclaimed, or ceased to assert them.

241. The *in terrorem* machinery attached to the void covenants is void with them: the $9,250 per-person liquidated damages clause; the clause requiring the employee to disgorge all revenues CrossCountry "would have derived" from any loan, plus investor recapture fees; the litigation presumptions that any employment or any mortgage service provided to a CrossCountry customer or referral source resulted from a violation; the advance consent to a temporary restraining order and injunction without bond, running only in CrossCountry's favor; the provision terminating "all obligations of Company to Employee" upon any breach; the one-way attorney's fees clause; and the Disclosure clause requiring the employee to disclose the Agreement's terms to any person before entering any business relationship of any kind.

242. These provisions are not merely unenforceable if invoked. By their existence they operate on the class. Plaintiff is informed and believes, and on that basis alleges, that CrossCountry's former California employees have altered their professional conduct in response to the covenants. Plaintiff is aware of a former branch manager who, when Plaintiff suggested he contact a particular loan officer after Plaintiff's termination, responded that he was "not allowed to contact him," though it would be "a different story" if the loan officer contacted him first.

243. The Post-2024 Covenant Subclass seeks relief under Business and Professions Code

section 16600.5(c) and (e) for CrossCountry's act of entering into the void covenants. The Enforcement Subclass seeks relief under section 16600.5(b), (d), and (e) for CrossCountry's post-January 1, 2024 attempts to enforce the void covenants against persons who executed the Agreement before that date, each such attempt constituting an independent civil violation. As to all Covenant Class members, Plaintiff seeks relief under Business and Professions Code sections 17200 and 17203, borrowing as unlawful predicates the voidness of the covenants under section 16600 and CrossCountry's violation of section 16600.1, for the four years preceding the filing of this Complaint pursuant to section 17208. Plaintiff and the Covenant Class seek a judgment declaring Sections 6.0 and 7.0, and the provisions attached to them, void and unenforceable; injunctive relief under Business and Professions Code section 16600.5(e) restraining CrossCountry from entering into, maintaining, asserting, or attempting to enforce those provisions as to any California employee; and the mandatory award of reasonable attorney's fees and costs required by section 16600.5(e).

244. Plaintiff individually seeks actual damages under Business and Professions Code section 16600.5(e) according to proof. Plaintiff seeks no damages, restitution, or other monetary relief on behalf of the Covenant Class.

TWENTY-FOURTH CAUSE OF ACTION

Failure to Give Notice That Noncompete Provisions Are Void, and Unfair Competition

(Bus. & Prof. Code §§ 16600.1(b)–(c), 16600.5(e), 17200 et seq.)

(Brought by Plaintiff Individually and on Behalf of the Notice Subclass)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

245. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

246. Business and Professions Code section 16600.1(b) required every employer, by no later than February 14, 2024, to give written individualized notice to each current employee, and to each former employee who had been employed after January 1, 2022, whose employment contract contained a void noncompete clause, stating that the clause is void. Section 16600.1(b)(2) requires that the notice be delivered to the employee's last known address and email address. Section 16600.1(c) provides that a violation of the section constitutes an act of unfair competition within the

meaning of Business and Professions Code section 17200.

247. CrossCountry's form Employment Agreement contained void noncompete provisions, as alleged above. Plaintiff and each member of the Notice Subclass were therefore entitled to the individualized notice section 16600.1(b) requires.

248. CrossCountry never provided that notice. Plaintiff received no such notice, by mail or email, at any time. On information and belief, CrossCountry provided no such notice to any member of the Notice Subclass, and has no record of having done so. The question is common and admits of a single answer: either CrossCountry generated and transmitted individualized void-covenant notices to its California workforce by February 14, 2024, or it did not.

249. CrossCountry's failure was and is an unlawful business act and practice within the meaning of Business and Professions Code section 17200, both by operation of section 16600.1(c) and because it violates sections 16600, 16600.1(a), and 16600.5.

250. CrossCountry's conduct is also unfair within the meaning of section 17200. The Legislature imposed the notice duty precisely so that employees would learn that restrictions they believed binding were not. By withholding the notice while leaving the covenants in its form agreement and reminding departing employees of their continuing obligations, CrossCountry preserved for itself the deterrent benefit of provisions it had no right to enforce.

251. Plaintiff and the Notice Subclass seek injunctive relief under Business and Professions Code sections 16600.5(e) and 17203, including an order requiring CrossCountry to provide the individualized notice section 16600.1(b) requires and restraining it from maintaining void noncompete provisions without that notice; a declaration that CrossCountry violated section 16600.1(b); and reasonable attorney's fees and costs under section 16600.5(e) and Code of Civil Procedure section 1021.5. Plaintiff has standing under Business and Professions Code section 17204. He suffered injury in fact and lost money and property as a result of CrossCountry's conduct, including the unpaid wages, premiums, commissions, and unreimbursed business expenses alleged above, and the loss of professional opportunity occasioned by covenants he was never told were void and which CrossCountry reasserted against him in its separation letter. In the alternative, and independent of section 17204, Plaintiff and the Notice Subclass seek a declaration under Code of

Civil Procedure section 1060 that CrossCountry violated Business and Professions Code section 16600.1(b).

252. Plaintiff seeks no damages, restitution, or other monetary relief on behalf of the Notice Subclass.

TWENTY-FIFTH CAUSE OF ACTION

Declaratory and Injunctive Relief — Unlawful Out-of-State Forum and Choice-of-Law Provisions

(Code Civ. Proc. § 1060; Lab. Code § 925; Bus. & Prof. Code § 17200 et seq.)

(Brought by Plaintiff Individually and on Behalf of the Forum Class)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

253. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

254. Labor Code section 925(a) prohibits an employer from requiring an employee who resides and works primarily in California, as a condition of employment, to agree to a provision that would require the employee to adjudicate outside of California a claim arising in California, or that would deprive the employee of the substantive protection of California law with respect to a controversy arising in California. Section 925(b) makes any such provision voidable by the employee. Section 925(d) provides that "adjudication" includes arbitration. Section 925(e) exempts only provisions negotiated by an employee who was in fact individually represented by legal counsel. Section 925(f) applies the statute to any contract entered into, modified, or extended on or after January 1, 2017.

255. Every element of section 925 is satisfied on the face of CrossCountry's form Employment Agreement and its own personnel records, as to Plaintiff and as to each member of the Forum Class: each resided and worked primarily in California; the arbitration provision recites that it is accepted "[a]s a condition of my employment" and Section 8.0 recites that the covenants were "a reasonable condition precedent to employment and continued employment"; the Governing Law clause imposes Ohio law and "exclusive personal jurisdiction of the state and federal courts located in the State of Ohio"; subparagraph (c) of the arbitration provision imposes "the Ohio Code of Civil

Procedure and Ohio Rules of Court" and requires that all hearings be held "in Cuyahoga County, Ohio"; no member was individually represented by counsel in negotiating those terms; and each agreement was entered into or modified on or after January 1, 2017.

256. The boilerplate recital above the signature line — that the employee "HAVE BEEN PROVIDED THE OPPORTUNITY" to have the Agreement reviewed by counsel — does not satisfy section 925(e). The exception requires that the employee have been in fact individually represented in negotiating the term, not that the employer recited an opportunity to obtain representation.

257. Plaintiff was additionally subject to a post-2017 modification independently within section 925(f): on October 29, 2024 CrossCountry changed his job title and increased his annual salary from $90,000.04 to $105,623.96, and he executed documentation confirming the new position.

258. Plaintiff hereby requests and demands, on his own behalf and on behalf of each member of the Forum Class, pursuant to Labor Code section 925(b), that the Governing Law provision, the Ohio exclusive-jurisdiction provision, and subparagraph (c) of the arbitration provision be adjudged void.

259. An actual and present controversy exists. CrossCountry contends or will contend that Plaintiff's claims must be arbitrated under Ohio procedural law in Cuyahoga County, Ohio, that Ohio substantive law governs, and that the same terms bind its other California employees. Plaintiff contends that each provision is void under section 925 and unenforceable. The validity and construction of a written instrument is a proper subject of declaratory relief under Code of Civil Procedure section 1060.

260. CrossCountry's imposition and maintenance of these provisions on its California workforce is also an unlawful and unfair business practice within the meaning of Business and Professions Code section 17200, supporting injunctive relief under section 17203.

261. Plaintiff and the Forum Class seek a judicial declaration that:

a. the Governing Law provision, the Ohio exclusive-jurisdiction provision, and subparagraph (c) of the arbitration provision are void pursuant to Labor Code section 925(b), Plaintiff and the Forum Class having so requested;

b. California substantive and procedural law governs any claim arising in California between CrossCountry and a member of the Forum Class, and any such claim may be adjudicated in California;

c. the imposition of those provisions on a California employee as a condition of employment violates Labor Code section 925(a) and constitutes an unlawful business practice; and

d. Plaintiff is entitled to his reasonable attorney's fees under Labor Code section 925(c).

262. Plaintiff individually further seeks a declaration that the arbitration provision is unconscionable and unenforceable in its entirety; that its unlawful terms permeate the Employment Agreement and cannot be severed; that the pre-dispute jury trial waiver is unenforceable; and that the class and representative action waiver is unenforceable to the extent it purports to waive a representative action under the Labor Code Private Attorneys General Act.

263. Plaintiff and the Forum Class seek injunctive relief restraining CrossCountry from including, maintaining, or asserting the Ohio choice-of-law, Ohio forum, and Ohio-procedure provisions against any employee who resides and works primarily in California, together with reasonable attorney's fees and costs under Labor Code section 925(c) and Code of Civil Procedure section 1021.5. Plaintiff seeks no damages, restitution, or other monetary relief on behalf of the Forum Class.

TWENTY-SIXTH CAUSE OF ACTION

Civil Penalties Under the Labor Code Private Attorneys General Act

(Lab. Code §§ 2698–2699.8)

(Against Defendant CrossCountry Mortgage, LLC and DOES 1 through 25)

(Brought by Plaintiff as a Representative Action on Behalf of the State of California and All Other Aggrieved Employees)

264. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

265. The Labor Code Private Attorneys General Act of 2004 authorizes an aggrieved

employee, acting as a proxy for the Labor and Workforce Development Agency, to recover civil penalties on behalf of the State of California and all other aggrieved employees for violations of the Labor Code committed against them.

266. Plaintiff is an aggrieved employee within the meaning of Labor Code section 2699(c)(1). He was employed by CrossCountry during the PAGA Period and personally suffered each of the violations alleged in this cause of action during that period.

267. Plaintiff has satisfied the administrative prerequisites of Labor Code section 2699.3 as alleged in paragraph 22 above and in the PAGA allegations set forth in Part VIII.

268. During the PAGA Period, CrossCountry violated the following provisions of the Labor Code as to Plaintiff and as to other aggrieved employees, each of which was identified in Plaintiff's notice to the Labor and Workforce Development Agency:

a. Sections 201, 202, and 203, by failing to pay all wages earned and unpaid, including overtime, premium pay, earned commissions, and accrued vested vacation under section 227.3, immediately upon discharge;

b. Section 226(a), by failing to furnish accurate itemized wage statements showing total hours worked, all applicable hourly rates and the hours worked at each, and all wages earned;

c. Sections 226.7 and 512, by failing to provide compliant meal and rest periods and to pay the premiums due when they were not provided;

d. Sections 510, 1194, and 1198, by failing to pay overtime and double-time compensation for hours worked in excess of the statutory daily and weekly limits and by employing Plaintiff under conditions prohibited by the applicable Wage Order;

e. Sections 1194, 1197, and 1197.1, by failing to pay the minimum wage for all hours worked;

f. Section 1174(c) and (d), by failing to keep and maintain accurate records of hours worked and wages paid;

g. Section 2802, by failing to indemnify necessary expenditures incurred in direct

consequence of the discharge of duties;

h. Section 2751, by failing to reduce a commission compensation arrangement to a signed writing setting forth the method of computation and payment, and to furnish a signed copy;

i. Section 232, by requiring, as a condition of employment, that an employee refrain from disclosing the amount of his wages;

j. Section 432.5, by requiring an employee to agree in writing to terms the employer knew to be prohibited by law, including the unlawful noncompete covenants and the Ohio choice-of-law and forum provisions; and

k. Section 925, by requiring a California-resident employee working primarily in California, as a condition of employment, to agree to adjudicate California claims outside California and under the law of another state.

269. CrossCountry's violations were not isolated. Other employees suffered violations of the same provisions of California law.

270. CrossCountry did not cure any of the violations identified in Plaintiff's notice within the time permitted by Labor Code section 2699.3, and several of the noticed provisions (including sections 201 through 203, 1174(c) and (d), 232, and 432.5) are not subject to any right to cure.

271. CrossCountry's violations were not the product of any reasonable steps taken to comply with the provisions at issue. Any reduction of penalties under Labor Code section 2699(g) or (h) is therefore unwarranted.

272. The class and representative action waiver in the Employment Agreement cannot bar this cause of action. A pre-dispute waiver of the right to bring a representative PAGA action is unenforceable as against public policy, and an employee who is compelled to arbitrate an individual PAGA component retains standing to pursue the non-individual representative claims.

273. Plaintiff seeks, on behalf of the State of California and all other aggrieved employees, all civil penalties recoverable under Labor Code section 2699(a) pursuant to the procedures of section 2699.3, including the default civil penalties established by Labor Code section 2699(f) in the amounts and tiers set forth in section 2699(f)(1) and (f)(2), and the specific civil penalties

provided by Labor Code sections 210, 225.5, 226.3, 558 (exclusive of any amount for underpaid wages), 1174.5, and 1197.1, such penalties to be distributed sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees as provided in Labor Code section 2699(m), together with injunctive relief and reasonable attorney's fees and costs pursuant to Labor Code section 2699(k)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ADAM FETTES prays for judgment against Defendants as follows:

AS TO THE INDIVIDUAL CAUSES OF ACTION:

1. For general and special compensatory damages, including lost past and future wages, lost benefits, lost commissions and overrides, and damages for emotional distress, according to proof;
2. For all unpaid wages, including overtime and double-time compensation, according to proof;
3. For meal period and rest period premiums pursuant to Labor Code section 226.7, according to proof;
4. For statutory penalties pursuant to Labor Code section 226(e), according to proof;
5. For waiting time penalties pursuant to Labor Code section 203, according to proof;
6. For reimbursement of all necessary business expenditures pursuant to Labor Code section 2802, according to proof;
7. For the civil penalty authorized by Labor Code section 98.6(b)(3);
8. For an accounting of all commissions and overrides due to Plaintiff, and judgment for the sums so determined;
9. For restitution of all sums unlawfully withheld or retained from Plaintiff, pursuant to Business and Professions Code section 17203;
10. For actual damages pursuant to Business and Professions Code section 16600.5(e), according to proof;
11. For exemplary and punitive damages pursuant to Civil Code section 3294;

AS TO THE CLASS CAUSES OF ACTION:

12. For an order certifying the Covenant Class, the Post-2024 Covenant Subclass, the Enforcement Subclass, the Notice Subclass, and the Forum Class, appointing Plaintiff as class representative, and appointing Plaintiff's counsel as class counsel;
13. For a declaration that Sections 6.0 and 7.0 of CrossCountry's form Employment Agreement, and the liquidated damages, revenue disgorgement, litigation presumption, no-bond injunction, forfeiture, one-way attorney's fee, and disclosure provisions attached to them, are void and unenforceable;
14. For a declaration that the Governing Law provision, the Ohio exclusive-jurisdiction provision, and subparagraph (c) of the arbitration provision are void pursuant to Labor Code section 925(b), Plaintiff and the Forum Class having so requested, and that California law governs and California is a proper forum for any claim arising in California;
15. For a declaration that CrossCountry violated Business and Professions Code section 16600.1(b) by failing to provide the individualized notice that section requires;
16. For injunctive relief pursuant to Business and Professions Code sections 16600.5(e) and 17203, restraining CrossCountry from including, maintaining, asserting, or attempting to enforce the provisions identified above against any California employee, and requiring CrossCountry to provide the notice required by Business and Professions Code section 16600.1(b);
17. For an order certifying the Expense Reimbursement Class and the Restitution Class, appointing Plaintiff as class representative, and appointing Plaintiff's counsel as class counsel;
18. For indemnification of the necessary business expenditures of the Expense Reimbursement Class pursuant to Labor Code section 2802, according to proof;
19. For restitution to the Restitution Class of all earned wages unlawfully withheld or retained, pursuant to Business and Professions Code section 17203, according to proof;

AS TO THE REPRESENTATIVE CAUSE OF ACTION:

20. For all civil penalties available under Labor Code sections 2699 and 2699.5 for the violations alleged, on behalf of the State of California and all other aggrieved employees, allocated as provided by Labor Code section 2699(m);

AS TO ALL CAUSES OF ACTION:

21. For prejudgment interest, including pursuant to Labor Code sections 218.6, 1194, and 2802(b), and Civil Code sections 3287 and 3289;
22. For reasonable attorney's fees and costs pursuant to Government Code section 12965(c)(6), Labor Code sections 218.5, 226(e), 925(c), 1194, 2699(k)(1), and 2802(c), Business and Professions Code section 16600.5(e), and Code of Civil Procedure section 1021.5;
23. For costs of suit incurred herein; and
24. For such other and further relief as the Court deems just and proper.

DATED: September 23, 2026

BARTKO PAVIA LLP

By: _____

Patrick Ryan
An Nguyen Ruda
Josiah R. Jenkins
Ethan Chen
Attorneys for Plaintiff ADAM FETTES

DEMAND FOR JURY TRIAL

Plaintiff ADAM FETTES hereby demands trial by jury of all causes of action and issues so triable.