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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

VIRGINIA BREW, TONY GROSBEIER, and
TIMOTHY MELLEN, on behalf of themselves
and all similarly situated aggrieved employees,
and the general public,

Plaintiff,

vs.

ROCKET MORTGAGE, LLC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24-CIV-00893

**COMPLAINT FOR PENALTIES
FOR VIOLATION OF LABOR
CODE § 2698 et seq. (PRIVATE
ATTORNEYS GENERAL ACT OF
2004)**

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 2/15/2024
By /s/ Una Finau
Deputy Clerk

1 **COME NOW PLAINTIFFS VIRGINIA BREW, TONY GROSBEIER, AND TIMOTHY**
2 **MELLEN AND HEREBY ALLEGE THE FOLLOWING:**

3 1. Plaintiffs VIRGINIA BREW (“BREW”), TONY GROSBEIER (“GROSBREIER”),
4 AND TIMOTHY MELLEN (“MELLEN”) (collectively referred to as “Plaintiffs”) hereby submit this
5 Complaint against Defendants ROCKET MORTGAGE, LLC and DOES 1–50, inclusive (hereafter
6 referred to as “ROCKET” or “Defendants”), on behalf of themselves and other current and former
7 aggrieved employees of Defendants for penalties as follows:

8 2. This is not a class action. This representative action is brought individually and on behalf
9 of all other current and former aggrieved employees pursuant to Labor Code § 2698 et seq. (the Private
10 Attorneys General Act of 2004 (“PAGA”) for Defendants’ violations of the California Labor Code.

11 3. This representative action is brought by Plaintiffs, against Defendants, and each of them
12 for the recovery of civil penalties under PAGA on behalf of Plaintiffs, VIRGINIA BREW, TONY
13 GROSBEIER, AND TIMOTHY MELLEN and all other aggrieved employees based on Defendants’
14 wrongful actions: (1) Failure to pay all similarly situated California employees all wages due immediately
15 or within seventy-two hours of termination, or resignation, as well as all associated waiting time penalties,
16 in violation of California Labor Code sections 201-203; (2) failure to furnish and provide accurate,
17 itemized, wage statements to all similarly situated California employees, in violation of California Labor
18 Code section 226; (3) failure to reimburse all similarly situated California employees for work-related
19 expenses incurred while working from home, in violation of California Labor Code section 2802; (4)
20 failure to provide compliant rest and meal breaks or provide compensation for non-compliant rest and
21 meal breaks in violation of California Labor Code section 226.7, and (5) failure to pay all wages owed
22 for all hours worked, including the required minimum wage and overtime compensation for all overtime
23 hours worked at the appropriate rate.

24 4. Plaintiffs petition this Court, pursuant to the California Private Attorney General Act
25 (“PAGA”) to allow them to represent and prosecute claims against Defendants in a representative action
26 proceeding on behalf of the State of California, themselves and all non-exempt current and former
27 aggrieved employees, who worked in the State of California (hereinafter referred to as “aggrieved
28 employees” and/or “similarly situated aggrieved employees”) at all times relevant to this action.

THE PARTIES

5. Defendants employed Plaintiffs BREW, GROSBEIER, and TIMOTHY MELLEN within 12 months preceding the filing of the PAGA notice with the LWDA.

6. Plaintiffs are informed and believe and thereon allege that Defendant Rocket Mortgage, LLC (“Defendant” or “ROCKET”) is a Michigan limited liability company licensed to do business and doing business in the State of California, including the County of San Mateo. Defendants employ employees throughout the State of California who are the subject of this representative action lawsuit.

7. The true names and capacities, whether individual, corporate, associate or otherwise of each of the Defendants designated herein as a DOE are unknown to Plaintiffs at this time, who therefore, sue said Defendants by fictitious names, and will ask leave of this Court for permission to amend this Complaint to show their names and capacities when the same have been ascertained. Plaintiffs are informed and believe, and thereon allege that each of the Defendants designated as a DOE is legally responsible in some manner for the events and happenings herein referred to, and caused injuries and damages thereby to these Plaintiffs as alleged herein.

8. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

9. Plaintiffs are informed and believe, and thereon allege, that each of Defendants knowingly and willfully acted in concert, conspired together, and agreed among themselves to enter into a combination and systemized campaign of activity to cause the injuries and damages hereinafter alleged, and to otherwise consciously and or recklessly act in derogation of Plaintiffs’ rights, and the trust reposed by Plaintiffs in each of said Defendants, said acts being negligently and or intentionally inflicted. Said conspiracy, and Defendants’ concerted actions, were such that, to Plaintiffs’ information and belief, and to all appearances, Defendants represented a unified body so that the actions of one defendant was accomplished in concert with, and with knowledge, ratification, authorization, and approval of each other Defendant.

10. Plaintiffs are informed and believe, and thereon allege, that each Defendant in this complaint, is, and at all times mentioned was, the agent, servant, alter ego, and or joint employer along

1 with each of the other Defendants, and each Defendant acted within the course or scope of his, her, or its
2 authority as the agent, servant, and or employee of each other Defendant. Consequently, each Defendant
3 is jointly and severally liable to Plaintiffs and aggrieved employees for the damages incurred as a
4 proximate result of each Defendant's conduct.

5 11. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint
6 venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each
7 of the other, and at all times relevant hereto were acting within the course and scope of their authority as
8 such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators
9 and assigns, and that all acts or omissions alleged herein were duly committed with ratification,
10 knowledge, permission, encouragement, authorization, and consent of each Defendant designated herein.

11 12. As such and based upon all the facts and circumstances incident to Defendants' business
12 in California, Defendants are subject to PAGA and Labor Code §§ 2698 et seq., for Defendants'
13 violations of California Labor Code §§ 510, 558, 1194, 1198 and the applicable IWC Wage Order which
14 Clients contend is 4-2001, and Labor Code §§ 200, 201, 202, 203, 204, 221-224, 225.5, 2751, 226, 226.7,
15 246, 500-508, 510, 515, 558, 1194, 2800, 2802, 2810.5, 1174, 1174.5, 1197 and 1198.

16 **JURISDICTION AND VENUE**

17 13. This Court has jurisdiction over this action under the California Constitution, Article VI,
18 section 10, which grants the Superior Court, "Original Jurisdiction in all causes except those given by
19 statute to other courts." The statutes under which Plaintiffs bring this action do not specify any other
20 basis for jurisdiction.

21 14. This Court has jurisdiction over all Defendants because upon information and belief, each
22 is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally
23 avails itself to the California market so as to render the exercise of jurisdiction over it by the California
24 courts consistent with traditional notions of fair play and substantial justice.

25 15. Venue as to each Defendant is proper in this judicial district under California Code of
26 Civil Procedure sections 395(a) and 395.5. Defendants own, maintain offices, transact business, have an
27 agent or agents within the County of San Mateo or Defendants have transacted business within the
28

County. Venue in this County is also proper pursuant to *Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal.App.5th 1069 (2021).

INTRODUCTION

16. Plaintiffs, upon information and belief and based upon such basis, allege that Defendant ROCKET employed more than 100 non-exempt employees including, mortgage bankers, associate bankers and loan processors doing work throughout California, including in this County.

17. Plaintiffs allege they and other similarly situated aggrieved employees are non-exempt employees, who were not compensated for all wages earned, including minimum wages and overtime wages, were not provided off duty meal breaks pursuant to California law nor paid one hour of time, were not authorized and permitted to take off duty paid rest breaks pursuant to California law (or compensation in lieu thereof) nor paid one hour of time, did not receive accurate wage statements, were not furnished with written wage statements and/or presented with an election as to whether they could be furnished written wage statements, did not provide employees each pay period with the amount of available paid sick leave (or paid time off an employer provides in lieu of sick leave) on the designated pay date with the employee's payment of wages, did not receive all wages upon separation, were subjected to illegal deductions, and were not reimbursed for business expenses as required by LC 2802,

18. Upon information and belief, to date, the Defendants' illegal practices set forth herein this complaint are present and continuing.

19. Plaintiffs, upon information and belief and based upon such basis, allege that Defendants did not regularly provide Plaintiffs and other similarly situated employees what they were legally entitled to receive under the Wage Order and Labor Code provisions applicable to Defendants' industry/business/employees.

FACTUAL ALLEGATIONS AND LEGAL THEORY

20. At all times set for herein, Defendants employed Plaintiffs and all other similarly situated aggrieved employees throughout the state of California.

21. On information and belief, Plaintiffs are informed and believe, and thereon allege, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws. Defendants had the

1 authority to hire and terminate Plaintiffs and other similarly situated aggrieved employees, to set work
2 rules and conditions, and to supervise their daily employment activities.

3 22. During the relevant time frame, Defendants compensated Plaintiffs and other similarly
4 situated aggrieved employees with wages and often times with a non-discretionary commission and/or
5 flat sum bonus.

6 23. During the relevant time frame, Plaintiffs and other similarly situated aggrieved
7 employees worked over eight (8) hours per day and forty (40) hours per workweek. Defendants required
8 Plaintiffs and the other similarly situated aggrieved employees to work but did not pay Plaintiffs and
9 the other similarly situated aggrieved employees for all hours worked on any given day or in any given
10 workweek at the appropriate regular rate and/or overtime compensation rate as required by law.

11 24. During the relevant time frame, Plaintiffs and other similarly situated aggrieved
12 employees frequently worked a minimum of ten (10) hours in a single day and often worked over twelve
13 (12) or more hours in a single day.

14 25. With the knowledge and expectation of Defendants, Plaintiffs and other similarly situated
15 aggrieved non-exempt employees worked off-the-clock, had their wages deducted, had their wages
16 miscalculated, suffered meal and rest period violations (or not be paid for their rest breaks). These policies
17 and practices give rise to violations of the aforementioned California Labor Code statutes and regulations.

18 26. Defendants failed and refused to compensate Plaintiffs and other similarly situated
19 aggrieved employees an additional hour of pay at their regular rate as required by California law when
20 meal and rest periods were not timely provided or authorized and permitted, respectively.

21 27. Defendants failed to furnish Plaintiffs and all other similarly situated aggrieved employees
22 paper wage statements and failed to afford such employees an election to receive paper wage statements
23 as required by law. The wage statements themselves lack accurate information required under Labor
24 Code 226(a). Defendants have made it difficult to account for wages owed to Plaintiffs and all other
25 similarly situated aggrieved employees without an examination of all records during the liability period.
26 As well, Defendants failed to implement and on information and belief failed to preserve a lawful record-
27 keeping method to record all time worked and wages owed to Plaintiffs and other similarly situated
28 aggrieved employees, as required by the California Labor Code.

1 28. Defendant failed to provide to Plaintiffs and all other similarly situated aggrieved
2 employees on the employee's wage statement described in Section 226 or separate writing on the
3 designated pay date with the employee's payment of wages, each pay period, the amount of available
4 paid sick leave (or paid time off an employer provides in lieu of sick leave) in violation of Labor Code
5 Section 246, et seq. Defendants have made it difficult to account for available sick leave and/or PTO
6 available to Plaintiffs and all other similarly situated aggrieved employees without an examination of all
7 records during the liability period. As well, Defendants failed to implement and on information and belief
8 failed to preserve a lawful record-keeping method to record all sick leave or PTO accrued, accumulated
9 and available to Plaintiffs and other similarly situated aggrieved employees, as required by the California
10 Labor Code.

11 29. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned,
12 Defendants knew they had a duty to accurately compensate Plaintiffs and the aggrieved employees for
13 all hours worked including regular and overtime wages at the appropriate rates as well as pay Plaintiffs
14 and the aggrieved employees meal and rest period premiums, and that Defendants had the financial ability
15 to pay such compensation, but willfully, knowingly, and/or intentionally failed to do so.

16 30. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and all the
17 aggrieved employees, were entitled to reimbursement for necessary business-related expenses pursuant
18 to Labor Code 2802. At all material times set forth herein, Defendants failed to reimburse Plaintiffs and
19 the aggrieved non-exempt employees for necessary business-related expenses and costs including for at
20 home office expenses for such items such as internet, cell phone, supplies, electricity, water, office space,
21 etc. At all material times set forth herein, Defendants failed to properly reimburse Plaintiffs and the
22 aggrieved exempt and non-exempt employees pursuant to California law to increase Defendants' profits.

23 31. Such actions and policies, as described above and further herein, were and continue to be
24 in violation of the Private Attorney Generals Act 2698 seq. As a result of predicate statutes, including
25 IWC and Cal. Labor Code. Plaintiffs, on behalf of themselves and other similarly situated aggrieved
26 employees (past and current) seek penalties under the PAGA.

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28 ///

CAUSE OF ACTION VIOLATION OF PAGA
(By Plaintiffs Against Defendants)

32. Plaintiffs re-allege and incorporate by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

33. Plaintiffs are seeking to represent:

- all aggrieved and similarly situated non-exempt similarly situated aggrieved employees of Defendants in the State of California, at any time from June 20, 2022 to the present date based on violations of California Labor Code §§ 510, 558, 1194, 1198 and the applicable IWC Wage Order which Clients contend is 4-2001, and Labor Code §§ 200, 201, 202, 203, 204, 221-224, 225.5, 2751, 226, 226.7, 246, 500-508, 510, 515, 558, 1194, 2800, 2802, 2810.5, 1174, 1174.5, 1197 and 1198.

This cause of action under the Private Attorneys General Act (“PAGA”) is a representative action and not a class action.

34. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

35. On December 1, 2023, Plaintiffs Grosbeier and Mellen and on December 5, 2023, Plaintiff Brew provided written notice to the LWDA and Defendants of the specific provisions of the Labor Codes they contend were violated, and the theories supporting their contentions. Plaintiffs believe that on or about, February 5 and February 9, 2024, the sixty-five (65) day notice period expired and the LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiffs have exhausted the statutory time to bring this action.

36. Plaintiffs and the other similarly situated non-exempt employees of Defendants in the State of California are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current or former non-exempt employees of Defendants, and one or more of the alleged violations was committed against them.

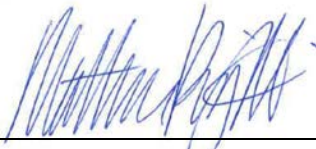
1 **PRAYER FOR RELIEF**

2 Plaintiffs pray for relief and judgment against Defendants, jointly and severally as follows:

- 3 1. Upon the PAGA Cause of Action, for civil penalties pursuant to statute as set forth in Labor
4 Code § 2698 et seq., for Defendants' Violation of the Cal. Lab. Code sections set forth herein.
5 2. For costs and attorneys' fees pursuant to California law.
6 3. For such other and further relief the court may deem just and proper.
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8 DATED: February 15, 2024

RIGHETTI GLUGOSKI, P.C.

9
10 BY: 

11 Matthew Righetti, Esq.
12 Attorneys for VIRGINIA BREW, TONY
13 GROSBEIER, AND TIMOTHY MELLEN
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