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6 Attorneys URIAH MOLLE and AMIN ASVADI on behalf of themselves and all similarly
situated aggrieved employees

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10
11 URIAH MOLLE, an individual; AMIN
ASVADI, an individual, both on behalf of all
12 similarly situated aggrieved employees,

13 Plaintiff,

14 v.

15 CLEAR VISION FINANCIAL, LLC, d/b/a
LIBERTY1 FINANCIAL, a California limited
16 liability company; and DOES 1-50, inclusive,

17 Defendants.

Case No: 30-2024-01433193-CU-OE-CXC

**REPRESENTATIVE COMPLAINT FOR
RECOVERY OF PENALTIES UNDER
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA")**

Assigned for All Purposes:
Judge Lon F. Hurwitz
Dept. CX103

18
19 Plaintiffs URIAH MOLLE ("Molle") and AMIN ASVADI ("Asvadi"), collectively
20 ("Plaintiffs") on behalf of themselves and all other similarly situated aggrieved employees, hereby
21 allege on personal knowledge as to themselves and on information and belief as to all others, as
22 follows:

23 **PARTY ALLEGATIONS**

24 1. Defendant CLEAR VISION FINANCIAL, LLC, D/B/A LIBERTY1 FINANCIAL
25 ("Defendant") is a corporation organized and existing under the laws of the state of Wyoming.
26 Defendant's principal place of business in California is located at 1 Corporate Park, Suite 200,
Irvine, California 92606.

27 2. Plaintiff Molle is an adult resident of the state of California. Mr. Molle was hired by
28

1 Defendant and worked for Defendant from on or about April 2023 to November 2023.

2 3. Plaintiff Asvadi is an adult resident of the state of California. Mr. Asvadi was hired
3 by Defendant and worked for Defendant from on or about September 2023 to November 2023.

4 4. The true names and capacities, whether individual, corporate, associate, or
5 otherwise, of defendants sued herein as DOES 1 through 20, inclusive, are currently unknown to
6 Plaintiffs, who therefore sues defendants by such fictitious names under Code of Civil Procedure §
7 474. Plaintiffs are informed and believe and thereon allege that each defendant acted in all respects
8 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
9 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
10 to the other defendants.

11 **ALTER EGO ALLEGATIONS**

12 5. Plaintiffs are informed and believe and thereon allege that some of the corporations,
13 limited liability companies, and entities named as Defendants herein, including but not limited to
14 CLEAR VISION FINANCIAL, LLC d/b/a LIBERTY1 FINANCIAL., and DOES 1 through 50,
15 (hereinafter occasionally collectively referred to as the “ALTER EGO CORPORATIONS”), and
16 each of them, were at all times relevant the alter ego corporations, limited liability companies, or
17 entities of each other Defendant by reason of the following:

18 (a) Plaintiffs are informed and believe and thereon allege that said individual
19 defendants, at all times herein mentioned, dominated, influenced and controlled each of the ALTER
20 EGO CORPORATIONS and the officers thereof as well as the business, property, and affairs of
21 each of said corporations, limited liability companies or entities or entities.

22 (b) Plaintiffs are informed and believe and thereon allege that, at all times herein
23 mentioned, there existed and now exists a unity of interest and ownership between said individual
24 defendants and each of the ALTER EGO CORPORATIONS; the individuality and separateness of
25 said individual defendants and each of the ALTER EGO CORPORATIONS have ceased.

26 (c) Plaintiffs are informed and believe and thereon allege that, at all times since
27 the incorporation of each, each ALTER EGO CORPORATION has been and now is a mere shell
28 and naked framework which said individual defendants used as a conduit for the conduct of their

1 personal business, property and affairs.

2 (d) Plaintiffs are informed and believe and thereon allege that, at all times herein
3 mentioned, each of the ALTER EGO CORPORATIONS was organized by said individual
4 defendants as a device to avoid individual liability and for the purpose of substituting financially
5 irresponsible corporations, limited liability companies or entities in the place and stead of said
6 individual defendants, limited liability companies or entities and each of them, and accordingly,
7 each ALTER EGO CORPORATION was formed with capitalization totally inadequate for the
8 business in which said corporation, limited liability company or entity was engaged.

9 (e) Plaintiffs are informed and believe and thereon allege that each ALTER
10 EGO CORPORATION is insolvent.

11 (f) By virtue of the foregoing, adherence to the fiction of the separate corporate
12 existence of each of the ALTER EGO CORPORATIONS would, under the circumstances, sanction
13 a fraud and promote injustice in that Plaintiff would be unable to realize upon any judgment in his
14 favor.

15 6. Plaintiffs are informed and believe and thereon allege that, at all times relevant
16 hereto, the individual defendants and the ALTER EGO CORPORATIONS acted for each other in
17 connection with the conduct hereinafter alleged and that each of them performed the acts
18 complained of herein or breached the duties herein complained of as agents of each other and each
19 is therefore fully liable for the acts of the other.

20 **JURISDICTION & VENUE**

21 7. This Court has jurisdiction over this controversy under Article 6, section 10 of the
22 California Constitution and California Code of Civil Procedure § 410.10. This Court has subject
23 matter jurisdiction over this action and over Defendant, which does business in the State of
24 California and the County of Orange.

25 8. This Court has jurisdiction over Defendant because Defendant is an association,
26 corporation, business entity, or individual that conducts substantial business in the State of
27 California, County of Orange.

28 9. Venue as to each Defendant is proper in this judicial district, pursuant to Code of

1 Civil Procedure § 395(a) in that each Plaintiff performed employment services and Defendant's
2 principal place of business is located in this judicial district.

3 10. Plaintiffs allege the misconduct alleged in this Complaint occurred in the County of
4 Orange.

5 11. Plaintiffs allege claims against Defendant in this Complaint that arise under
6 California law.

7 **GENERAL ALLEGATIONS**

8 12. This is an action for relief from, inter alia, Defendant's failure to pay wages to their
9 employees, and denial to Plaintiffs and all similarly situated aggrieved employees the protections
10 that the California Labor Code affords employees, as further alleged herein.

11 13. Defendant is a debt consolidation sales company in the State of California who sells
12 debt consolidation services to California consumers.

13 14. To facilitate the sales of these debt consolidation services, Defendant employs
14 numerous California residents to answer phones and conduct sales phone calls.

15 15. During the one-year period preceding the filing of this Complaint and Plaintiffs
16 August 1, 2024 Notice to the California Labor & Workforce Development Agency ("LWDA"),
17 Plaintiffs worked for Defendant in the State of California.

18 16. During all relevant times, Defendant failed to pay Plaintiffs and all similarly situated
19 aggrieved employees minimum wage for all hours worked, failed to pay overtime wages for all
20 overtime hours worked, failed to pay weighted overtime based the proper regular rate of pay, failed
21 to provide meal and rest periods, failed to pay meal and rest period premiums premium penalties,
22 failed to timely pay earned wages, made unlawful deductions from earned wages, required Plaintiffs
23 and all similarly situated aggrieved employees to agree, in writing, to unlawful terms and conditions
24 of employment and compensation, failed to reimburse for work expenses, failed to maintain records
25 reflecting all necessary employment information, failed to provide written notice of certain required
26 wage and other information, failed to provide written contracts setting forth the method by which
27 commissions shall be computed and paid, failed to pay earned wages upon termination of
28 employment, and failed to provide accurate itemized wage statements.

FIRST CAUSE OF ACTION
(Recovery of Penalties Under the Labor Code Private Attorneys General Act “PAGA”)
Against All Defendants and DOES 1-50

17. Plaintiffs incorporate all previous paragraphs by this reference.

18. Plaintiffs bring this representative claim on behalf of themselves and all other aggrieved employees of Defendant under the Labor Code Private Attorneys General Act of 2004, as codified in Labor Code §§ 2698, et seq. (“PAGA”) to recover unpaid wages, expenses, and statutory penalties.

19. Defendant is a “persons” as contemplated within the meaning of subd. (b) of § 2699 of the Labor Code. Plaintiffs are each an “aggrieved employee” of Defendant as contemplated within the meaning of subd. (c) of § 2699 of the Labor Code.

A. Defendant Failed to Reimburse Employees for Work Expenses in Violation of Labor Code § 2800, 2802, and IWC Wage Order No. 4-2001.

20. Labor Code § 2800 states:

“An employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

21. Labor Code § 2802(a) states, in relevant part:

“(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties....”

22. While Plaintiffs were employed by Defendant, Plaintiffs and all other similarly situated aggrieved employees regularly used their own personal cell phone, computers, and maintained data and internet plans for the use of each. Defendant failed to reimburse Plaintiffs for any or all these necessary business expenses in violation of § 2802.

23. Labor Code § 2802(c) provides that:

“For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

Also, pursuant to §1197.1, any employer who violates § 2802 is also subject

1 to a civil penalty of \$100 for each aggrieved employee per pay period for
2 each intentional initial violation and \$250 for each subsequent violation,
3 either intentional or unintentional, plus the unlawfully withheld expenses.

4 **B. Defendant Failed to Pay Minimum Wages and Overtime Compensation in Violation**
5 **of Labor Code §§ 510, 1197, 1198, & 1199**

6 24. Labor Code § 1197 states:

7 “The minimum wage for employees fixed by the commission or by any
8 applicable state or local law, is the minimum wage to be paid to employees,
9 and the payment of a lower wage than the minimum so fixed is unlawful.”

10 25. Labor Code § 1198 states:

11 “The maximum hours of work and the standard conditions of labor fixed by
12 the commission shall be the maximum hours of work and the standard
13 conditions of labor for employees. The employment of any employee for
14 longer hours than those fixed by the order or under conditions of labor
15 prohibited by the order is unlawful.”

16 26. Labor Code § 510 states:

17 “Any work in excess of eight hours in one workday and any work in excess
18 of 40 hours in any one workweek and the first eight hours worked on the
19 seventh day of work in any one workweek shall be compensated at the rate
20 of no less than one and one-half times the regular rate of pay for an
21 employee.

22 27. While employed by Defendant, Plaintiffs, and all other similarly situated aggrieved
23 employees regularly worked, and were regularly required to work more than eight hours per day
24 and/or forty hours a week, without receiving lawful overtime compensation. Defendant also failed
25 to pay lawful overtime wages at the regular rate of pay and regularly and intentionally paid
26 commission wages separate from other earned wages for the same pay period to avoid paying all
27 earned overtime wages.

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1 28. Labor Code § 1194 provides that:

2 “(a) Notwithstanding any agreement to work for a lesser wage, any
3 employee receiving less than the legal minimum wage or the legal overtime
4 compensation applicable to the employee is entitled to recover in a civil
5 action the unpaid balance of the full amount of this minimum wage or
6 overtime compensation, including interest thereon, reasonable attorney's
7 fees, and costs of suit.”

8 29. Labor Code § 1194.2(a) provides, in relevant part:

9 “In any action under Section...1194...to recover wages because of the
10 payment of a wage less than the minimum wage fixed by an order of the
11 commission or by statute, an employee shall be entitled to recover
12 liquidated damages in an amount equal to the wages unlawfully unpaid and
13 interest thereon. Nothing in this subdivision shall be construed to authorize
14 the recovery of liquidated damages for failure to pay overtime
15 compensation. A suit may be filed for liquidated damages at any time before
16 the expiration of the statute of limitations on an action for wages from which
17 the liquidated damages arise.”

18 30. Labor Code § 1194.5 provides:

19 “In any case in which a person employing an employee has willfully
20 violated any of the laws, regulations, or orders governing the wages, hours
21 of work, or working conditions of such employee, the division may seek, in
22 a court of competent jurisdiction, and the court may grant, an injunction
23 against any further violations of any such laws, regulations, or orders by
24 such person.”

25 31. Labor Code § 1197.1 provides that:

26 “(a) Any employer or other person acting either individually or as an officer,
27 agent, or employee of another person, who pays or causes to be paid to any
28 employee a wage less than the minimum fixed by an applicable state or local

1 law, or by an order of the commission shall be subject to a civil penalty,
2 restitution of wages, liquidated damages payable to the employee, and any
3 applicable penalties imposed pursuant to Section 203.” See also IWC Wage
4 Order No. 4-2001, item 4.

5 32. Labor Code § 218.6 provides:

6 “In any action brought for the nonpayment of wages, the court shall award
7 interest on all due and unpaid wages at the rate of interest specified in
8 subdivision (b) of Section 3289 of the Civil Code, which shall accrue from
9 the date that the wages were due and payable as provided in Part 1
10 (commencing with Section 200) of Division 2.”

11 33. Labor Code § 218.5 provides, in relevant part:

12 “(a) In any action brought for the nonpayment of wages, fringe benefits, or
13 health and welfare or pension fund contributions, the court shall award
14 reasonable attorney's fees and costs to the prevailing party if any party to
15 the action requests attorney's fees and costs upon the initiation of the
16 action.”

17 34. Labor Code § 1199 provides that:

18 “Every employer or other person acting either individually or as an officer,
19 agent, or employee of another person is guilty of a misdemeanor and is
20 punishable by a fine of not less than one hundred dollars (\$100) or by
21 imprisonment for not less than 30 days, or by both, who does any of the
22 following:

23 (a) Requires or causes any employee to work for longer hours than those
24 fixed, or under conditions of labor prohibited by an order of the
25 commission.

26 (b) Pays or causes to be paid to any employee a wage less than the minimum
27 fixed by an order of the commission.

28 (c) Violates or refuses or neglects to comply with any provision of this

chapter or any order or ruling of the commission.”

35. Labor Code § 558 provides, in relevant part:

“(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee.”

C. Defendant Failed to Provide Meal and Rest Periods and Failed to Pay Premium Wages for Missed Meal and Rest Periods in Violation of Labor Code §§ 226.7 & 512

36. Labor Code § 226.7(a) provides, in relevant part:

“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

37. Labor Code § 512 provides, in relevant part:

“(a) An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than

1 30 minutes, except that if the total hours worked is no more than 12 hours,
2 the second meal period may be waived by mutual consent of the employer
3 and the employee only if the first meal period was not waived.”

4 38. While Plaintiffs were employed by Defendant, it required Plaintiffs and all similarly
5 situated aggrieved employees to work during mandated meal and rest periods and failed to pay
6 premium wages for missed meal and rest periods.

7 39. Labor Code § 226.7(b) provides:

8 “(b) If an employer fails to provide an employee a meal period or rest period
9 in accordance with an applicable order of the Industrial Welfare
10 Commission, the employer shall pay the employee one additional hour of
11 pay at the employee s regular rate of compensation for each work day that
12 the meal or rest period is not provided.”

13 40. Labor Code § 2699(f) provides, in relevant part:

14 “(f) For all provisions of this code except those for which a civil penalty is
15 specifically provided, there is established a civil penalty for a violation of
16 these provisions, as follows...(2) If, at the time of the alleged violation, the
17 person employs one or more employees, the civil penalty is one hundred
18 dollars (\$100) for each aggrieved employee per pay period for the initial
19 violation and two hundred dollars (\$200) for each aggrieved employee per
20 pay period for each subsequent violation.”

21 **D. Defendant failed to Timely Pay Wages Owed Both During Employment and Upon**
22 **Termination in Violation of Labor code §§ 201, 202, 203, 204, & 210.**

23 41. Labor Code § 201 states, in relevant part:

24 “(a) If an employer discharges an employee, the wages earned and unpaid
25 at the time of discharge are due and payable immediately.”

26 42. Labor Code § 202 states, in relevant part:

27 “(a) If an employee not having a written contract for a definite period quits
28 his or her employment, his or her wages shall become due and payable not

1 later than 72 hours thereafter, unless the employee has given 72 hours
2 previous notice of his or her intention to quit, in which case the employee
3 is entitled to his or her wages at the time of quitting.”

4 43. Labor Code § 204 states, in relevant part:

5 “(a) All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or
6 204.2, earned by any person in any employment are due and payable twice
7 during each calendar month, on days designated in advance by the employer
8 as the regular paydays. Labor performed between the 1st and 15th days,
9 inclusive, of any calendar month shall be paid for between the 16th and the
10 26th day of the month during which the labor was performed, and labor
11 performed between the 16th and the last day, inclusive, of any calendar
12 month, shall be paid for between the 1st and 10th day of the following
13 month...(b)(1) Notwithstanding any other provision of this section, all
14 wages earned for labor in excess of the normal work period shall be paid no
15 later than the payday for the next regular payroll period.”

16 44. While Plaintiffs were employed by Defendant, it failed to timely pay Plaintiffs, and
17 other current or former Employees, in accordance with the provisions of Labor Code § 204,
18 frequently paying earned wages significantly later than the proscribed time-period.

19 45. Plaintiffs also allege that Defendant regularly failed to timely pay all earned
20 commissions at the time those wages were earned and capable of being calculated. Because
21 commissions constitute wages under California law, Defendant fails to timely pay earned wages
22 due to employees in violation of California law.

23 46. Also, while Plaintiffs were employed by Defendant, it willfully failed to timely pay
24 Plaintiffs and all other similarly situated aggrieved employees for all earned wages due to them
25 upon termination of their employment.

26 47. Labor Code § 203 provides that:

27 “(a) If an employer willfully fails to pay, without abatement or reduction,
28 in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any

1 wages of an employee who is discharged or who quits, the wages of the
2 employee shall continue as a penalty from the due date thereof at the same
3 rate until paid or until an action therefor is commenced; but the wages shall
4 not continue for more than 30 days. An employee who secretes or absents
5 himself or herself to avoid payment to him or her, or who refuses to receive
6 the payment when fully tendered to him or her, including any penalty then
7 accrued under this section, is not entitled to any benefit under this section
8 for the time during which he or she so avoids payment.”

9 48. Labor Code § 210 provides, in relevant part:

10 “(a) In addition to, and entirely independent and apart from, any other
11 penalty provided in this article, every person who fails to pay the wages of
12 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
13 205.5, and 1197.5, shall be subject to a civil penalty as follows:

14 (1) For any initial violation, one hundred dollars (\$100) for each failure to
15 pay each employee.

16 (2) For each subsequent violation, or any willful or intentional violation,
17 two hundred dollars (\$200) for each failure to pay each employee, plus 25
18 percent of the amount unlawfully withheld.”

19 49. Labor Code § 218.5 provides, in relevant part:

20 “(a) In any action brought for the nonpayment of wages, fringe benefits, or
21 health and welfare or pension fund contributions, the court shall award
22 reasonable attorney's fees and costs to the prevailing party if any party to
23 the action requests attorney's fees and costs upon the initiation of the
24 action.”

25 50. Labor Code § 218.6 provides:

26 “In any action brought for the nonpayment of wages, the court shall award
27 interest on all due and unpaid wages at the rate of interest specified in
28 subdivision (b) of Section 3289 of the Civil Code, which shall accrue from

1 the date that the wages were due and payable as provided in Part 1
2 (commencing with Section 200) of Division 2.”

3 **E. Defendant Failed to Timely Furnish Legally Compliant Wage statements in Violation**
4 **of Labor Code §§ 226**

5 51. Labor Code § 226(a) states, in relevant part:

6 “Every employer shall, semimonthly or at the time of each payment of
7 wages, furnish each of his or her employees, either as a detachable part of
8 the check, draft, or voucher paying the employee’s wages, or separately
9 when wages are paid by personal check or cash, an accurate itemized
10 statement in writing showing (1) gross wages earned, (2) total hours worked
11 by the employee...(3) the number of piece-rate units earned and any
12 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
13 deductions, provided that all deductions made on written orders of the
14 employee may be aggregated and shown as one item, (5) net wages
15 earned...(7) the name of the employee and only the last four digits of his or
16 her social security number...(9) all applicable hourly rates in effect during
17 the pay period and the corresponding number of hours worked at each
18 hourly rate by the employee...The deductions made from payment of wages
19 shall be recorded in ink or other indelible form, properly dated, showing the
20 month, day, and year, and a copy of the statement and the record of the
21 deductions shall be kept on file by the employer for at least three years at
22 the place of employment or at a central location within the State of
23 California. For purposes of this subdivision, “copy” includes a duplicate of
24 the itemized statement provided to an employee or a computer-generated
25 record that accurately shows all of the information required by this
26 subdivision.”

27 52. The wage statements provided by Defendant to Plaintiffs, and other similarly
28 situated aggrieved employees, fail to comply with the requirements of §§ 226(a) and by failing to

1 provide all the information required by this section. The missing information required by §§ 226(a)
2 and includes, *inter alia*, the total hours worked, the beginning and/or ending dates of the pay period,
3 name and address of the legal entity that is the employer, all applicable hourly rates in effect during
4 the pay period and the corresponding number of hours worked at each hourly rate, the overtime rate
5 of pay, all deductions, and an itemization, accounting, or other explanation of how the commission
6 is calculated.

7 53. Labor Code § 226.3 provides:

8 “Any employer who violates subdivision (a) of Section 226 shall be subject
9 to a civil penalty in the amount of two hundred fifty dollars (\$250) per
10 employee per violation in an initial citation and one thousand dollars
11 (\$1,000) per employee for each violation in a subsequent citation, for which
12 the employer fails to provide the employee a wage deduction statement or
13 fails to keep the records required in subdivision (a) of Section 226. The civil
14 penalties provided for in this section are in addition to any other penalty
15 provided by law.”

16 **F. Defendant Unlawfully Deducted Wages in Violation of Labor Code § 221**

17 54. Labor Code § 221 states:

18 “It shall be unlawful for any employer to collect or receive from an
19 employee any part of wages theretofore paid by said employer to said
20 employee.”

21 55. As stated above, Plaintiffs allege that Defendant has a policy, practice, guideline
22 and/or procedure by which Employees are not paid earned bonus and commission wages after
23 termination. Plaintiffs allege that Defendant unlawfully withheld balance of these wages upon
24 termination of Employees in violation of Labor Code § 221.

25 56. Plaintiffs further allege that Defendant regularly and intentionally makes unlawful
26 deductions from earned wages during employment through unexplained deductions from earned
27 commissions and unlawfully deducting hourly “draw” wages from earned commissions.

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1 57. Labor Code § 225 provides:

2 “The violation of any provision of Sections 221, 222, 222.5, or 223 is a
3 misdemeanor.”

4 58. Labor Code § 225.5 provides, in relevant part:

5 “In addition to, and entirely independent and apart from, any other penalty
6 provided in this article, every person who unlawfully withholds wages due
7 any employee in violation of Section 212, 216, 221, 222, or 223 shall be
8 subject to a civil penalty as follows:

9 (a) For any initial violation, one hundred dollars (\$100) for each failure to
10 pay each employee.

11 (b) For each subsequent violation, or any willful or intentional violation,
12 two hundred dollars (\$200) for each failure to pay each employee, plus 25
13 percent of the amount unlawfully withheld.”

14 **G. Defendant failed to maintain sufficient employment records in violation of Labor Code**
15 **§§ 1174**

16 59. Labor Code § 1174 states, in relevant part:

17 “Every person employing labor in this state shall...(c) Keep a record
18 showing the names and addresses of all employees employed...(d) Keep, at
19 a central location in the state or at the plants or establishments at which
20 employees are employed, payroll records showing the hours worked daily
21 by and the wages paid to, and the number of piece-rate units earned by and
22 any applicable piece rate paid to, employees employed at the respective
23 plants or establishments. These records shall be kept in accordance with
24 rules established for this purpose by the commission, but in any case shall
25 be kept on file for not less than three years. An employer shall not prohibit
26 an employee from maintaining a personal record of hours worked, or, if paid
27 on a piece-rate basis, piece-rate units earned.”

28 //

1 60. While Plaintiffs were employed by Defendant, it failed to keep and maintain
2 employment records in accordance with the location and temporal provisions of Labor Code § 1174.

3 61. Labor Code § 1174.5 provides:

4 “Any person employing labor who willfully fails to maintain the records
5 required by subdivision (c) of Section 1174 or accurate and complete
6 records required by subdivision (d) of Section 1174, or to allow any member
7 of the commission or employees of the division to inspect records pursuant
8 to subdivision (b) of Section 1174, shall be subject to a civil penalty of five
9 hundred dollars (\$500).”

10 **H. Defendant Failed to Provide Written Commission Agreements in Violation of Labor**
11 **Code § 2751**

12 62. Labor Code § 2751 provides, in relevant part:

13 “(a) Whenever an employer enters into a contract of employment with an
14 employee for services to be rendered within this state and the contemplated
15 method of payment of the employee involves commissions, the contract
16 shall be in writing and shall set forth the method by which the commissions
17 shall be computed and paid. (b) The employer shall give a signed copy of
18 the contract to every employee who is a party thereto and shall obtain a
19 signed receipt for the contract from each employee.”

20 63. While Plaintiffs were employed by Defendant, it failed to provide Plaintiffs and
21 other similarly situated aggrieved employees with written contractual terms setting forth the method
22 by which commissions shall be computed and paid.

23 64. Labor Code § 2699(f) provides, in relevant part:

24 “(f) For all provisions of this code except those for which a civil penalty is
25 specifically provided, there is established a civil penalty for a violation of
26 these provisions, as follows...(2) If, at the time of the alleged violation, the
27 person employs one or more employees, the civil penalty is one hundred
28 dollars (\$100) for each aggrieved employee per pay period for the initial

violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

I. Defendant Knowingly Required Employees to Execute Unlawful Contractual Provisions in violation of Labor Code § 432.5

65. Labor Code § 432.5 states:

“No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

66. While Plaintiffs were employed by Defendant, it required Plaintiffs, and other similarly situated aggrieved employees, to execute one or more written agreements regarding, inter alia, confidentiality of “all details concerning or related to...employment relationship,” unlawful compensation structures, and employees’ indemnification of the employer, all of which are prohibited by California law.

67. Labor Code § 432.5 does not specify a specific remedy for a violation. However, for Labor Code violations for which no civil penalty is specified, a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each subsequent violation. (Labor Code § 2699(f)(2)).

J. Plaintiffs Have Complied with PAGA Notice Requirements

68. Plaintiff have complied with the PAGA administrative requirements in the manner prescribed in Labor Code § 2699.3, including providing notice as set forth in Labor Code § 2699.3(a)(1). More than 65 calendar days have elapsed since the postmark date of Plaintiff’s notice, as required under Labor Code § 2699(a)(2)(A). A true and correct copy of Plaintiffs’ PAGA notice dated August 1, 2024 is attached hereto as Exhibit “A.”

PRAYER FOR RELIEF

WHEREFORE Plaintiffs request the following relief on all causes of action:

A. For civil penalties pursuant to Labor Code § 2698 et seq., for Plaintiff and all other similarly situated aggrieved employees.

1 B. An award providing for payment of costs of suit pursuant to Labor Code §
2 2698(g)(1) and other applicable law;

3 C. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other
4 applicable law; and

5 D. Such other and further relief as the court may deem appropriate.

6
7 **KEEGAN & BAKER, LLP**

8 Dated: October 14, 2024

9 By: /s/ John J. Weber
10 Jason E. Baker
11 John J. Weber
12 Attorneys for Plaintiffs
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August 1, 2024

Via Electronic Submission

California Labor & Workplace Development Agency

801 K Street, Suite 2101
Sacramento, CA 95814

Via Certified Mail, Return Receipt Requested

Clear Vision Financial, LLC d/b/a Liberty1 Financial

1 Corporate Park, Suite 200
Irvine, California 92606

Registered Agents, Inc.

Registered Corporate 1505 Agent for Clear Vision Financial, LLC d/b/a Liberty1 Financial
1401 21st Street, Suite R
Sacramento, CA 95811

NOTICE UNDER LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

Dear Sir or Madam:

This firm represents Uriah Molle and Amin Asvadi (hereinafter, “Claimants”). This letter is sent pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.) as a prerequisite to bringing an action to enforce the California labor laws described below and to recover wages, expenses and penalties thereunder.

I. STATEMENT OF FACTS.

Clear Vision Financial, LLC, d/b/a Liberty1 Financial (“Liberty1”) is a corporation organized and existing under the laws of the state of Wyoming. Liberty1’s principal places of business in California are located at 1 Corporate Park, Suite 200, Irvine, California 92606.

Liberty1 is a debt relief/consolidation company which sells debt consolidation services to consumers throughout California. To facilitate the sales of these services, Liberty1 employs exempt and non-exempt employees, such as Claimants, to contact leads to sell debt consolidation and debt forgiveness services. However, Liberty1 misclassifies some employees as exempt, when those employees do not qualify for any exemption under California or Federal law.

Claimants are adult residents of the State of California. Claimants, and other similarly aggrieved employees, were employed by Liberty1 during the twelve (12) months preceding this notice in the State of California. Claimant Asvadi and other similarly situated aggrieved employees earned hourly wages plus commission. Claimant Molle and other similarly situated aggrieved employees earned a combination of salary wages plus commissions and hourly wages plus commissions.

EXHIBIT A

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While Claimants were employed by Liberty1, it failed to pay Claimants, and other similarly situated aggrieved employees, minimum and overtime wages in violation of Labor Code §§ 510, 1197, 1198, & 1199.

While Claimants were employed by Liberty1, it failed to provide meal and rest periods, and failed to pay proper premium wages for missed meal and rest periods, in violation of Labor Code §§ 226.7 & 512.

While Claimants were employed by Liberty1, it willfully failed to timely pay wages to Claimants and other similarly situated aggrieved employees, both during employment and upon termination in violation of Labor Code §§ 201, 202, 204, & 210.

While Claimants were employed by Liberty1, it failed to timely furnish to Claimants, and other similarly situated aggrieved employees, legally compliant wage statements in violation of Labor Code §§ 226, and IWC Wage Order No. 4-2001.

While Claimants were employed by Liberty1, it unlawfully deducted wages from Claimants, and other similarly situated aggrieved employees, in violation of Labor Code § 221.

While Claimants were employed by Liberty1, it knowingly required Claimants and other similarly situated aggrieved employees to agree, in writing, to unlawful terms and conditions of employment in violation of Labor Code § 432.5.

While Claimants were employed by Liberty1, it failed to maintain records reflecting the employment information for Claimants and other similarly situated aggrieved employees, for at least three (3) years, as required by California Labor Code § 1174.

While Claimants were employed by Liberty1, it failed to provide Claimants and other similarly situated aggrieved employees written notice of certain wage and other information required by Labor Code § 2810.5.

While Claimants were employed by Liberty1, it failed to provide Claimants and other similarly situated aggrieved employees a written contract setting forth the method by which commissions shall be computed and paid in violation of Labor Code § 2751.

II. LEGAL THEORY OF RECOVERY.

A. Liberty1 Failed to Pay Minimum Wages and Overtime Compensation in Violation of Labor Code §§ 510, 1197, 1198, & 1199

Labor Code § 1197 states:

“The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

Labor Code § 1198 states:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code § 510 states:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

While employed by Liberty1, Claimants, and other similarly situated aggrieved employees regularly worked, and were regularly required to work more than eight hours per day and/or forty hours a week, without receiving lawful overtime compensation. Liberty1 would also failed to pay lawful overtime wages at the regular rate of pay and regularly and intentionally paid commission wages separate from other earned wages for the same pay period to avoid paying all earned overtime wages.

Labor Code § 1194 provides that:

“(a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

Labor Code § 1194.2(a) provides, in relevant part:

“In any action under Section...1194...to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.”

Labor Code § 1194.5 provides:

“In any case in which a person employing an employee has willfully violated any of the laws, regulations, or orders governing the wages, hours of work, or working conditions of such employee, the division may seek, in a court of competent jurisdiction, and the court may grant, an injunction against any further violations of any such laws, regulations, or orders by such person.”

Labor Code § 1197.1 provides that:

“(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203.” See also IWC Wage Order No. 4-2001, item 4.

Labor Code § 218.6 provides:

“In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.”

Labor Code § 218.5 provides, in relevant part:

“(a) In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

Labor Code § 1199 provides that:

“Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following:

- (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.
- (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.
- (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.”

Labor Code § 558 provides, in relevant part:

“(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to

an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee.”

B. Liberty1 failed to provide timely meal and rest periods, and failed to pay proper premium wages for missed meal and rest periods

Labor Code §§ 226.7(a) states:

“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

Labor Code § 512 states, in relevant part:

“(a) An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...”

Labor Code § 226.7(b) states:

“(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.”

While Claimants were employed by Liberty1, it regularly required and/or suffered and permitted Claimants and all other similarly situated aggrieved employees to work for periods of more than five hours per day and regularly required employees to work through, interrupt, cut short, and/or delay meal and rest periods without providing those employees premium wages for missed meal and rest periods.

Liberty1 also regularly failed to authorize and permit Claimants and all other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Liberty1 failed to compensate Claimants and all other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Santa Cruz and other aggrieved employees' regular rate of pay.

C. Liberty1 failed to Timely Pay Wages Owed Both During Employment and Upon Termination in Violation of Labor code §§ 201, 202, 203, 204, & 210.

Labor Code § 201 states, in relevant part:

“(a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 states, in relevant part:

“(a) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours

thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code § 204 states, in relevant part:

“(a) All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month...(b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

While Claimants were employed by Liberty1, it failed to timely pay Claimants, and other current or former Employees, in accordance with the provisions of Labor Code § 204, frequently paying earned wages significantly later than the proscribed time-period.

Claimants also allege that Liberty1 regularly failed to timely pay employees all earned commissions at the time those wages were earned and capable of being calculated. Because commissions constitute wages under California law, Liberty1 fails to timely pay earned wages due to Employees in violation of California law.

Also, while Claimants were employed by Liberty1, it willfully failed to timely pay Claimants and all other similarly situated aggrieved employees for all earned wages due to them upon termination of their employment.

Labor Code § 203 provides that:

“(a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

Labor Code § 210 provides, in relevant part:

“(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

Labor Code § 218.5 provides, in relevant part:

“(a) In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

Labor Code § 218.6 provides:

“In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.”

D. Liberty1 Failed to Timely Furnish Legally Compliant Wage statements in Violation of Labor Code §§ 226

Labor Code § 226(a) states, in relevant part:

“Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned...(7) the name of the employee and only the last four digits of his or her social security number...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, “copy” includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.”

The wage statements provided by Liberty1 to Claimants, and other similarly situated aggrieved employees, fail to comply with the requirements of §§ 226(a) and by failing to provide all the information required by this section. The missing information required by §§ 226(a) and includes, *inter alia*, the total hours worked, the beginning and/or ending dates of the pay period, name and address of the legal entity that is the employer, all applicable hourly rates in effect during the pay period and the

corresponding number of hours worked at each hourly rate, the overtime rate of pay, all deductions, and an itemization, accounting, or other explanation of how the commission is calculated.

Labor Code § 226.3 provides:

“Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

E. Liberty1 Required Employees to Agree to Unlawful Contract Terms

Labor Code § 432.5 states:

“No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

While Claimants were employed by Liberty1, it required Claimants and other similarly situated aggrieved employees to execute one or more written agreements setting forth unlawful compensation provisions and terms, when it was known to Liberty1, its agents, managers, and officers that the terms of those compensation provisions and terms are unlawful, including but not limited to terms requiring unlawful wage deductions and unlawful wage forfeiture upon termination.

Labor Code § 432.5 does not specify a specific remedy for a violation. However, for Labor Code violations for which no civil penalty is specified, a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each subsequent violation. (Labor Code § 2699(f)(2)).

F. Liberty1 Unlawfully Deducted Wages in Violation of Labor Code § 221

Labor Code § 221 states:

“It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

As stated above, Claimants alleges that Liberty1 has a policy, practice, guideline and/or procedure by which Employees are not paid earned bonus and commission wages after termination. Claimants alleges that Liberty1 unlawfully withheld balance of these wages upon termination of Employees in violation of Labor Code § 221.

Claimants further alleges that Liberty1 regularly and intentionally makes unlawful deductions from earned wages during employment through unexplained deductions from earned commissions and unlawfully deducting hourly “draw” wages from earned commissions.

Labor Code § 225 provides:

“The violation of any provision of Sections 221, 222, 222.5, or 223 is a misdemeanor.”

Labor Code § 225.5 provides, in relevant part:

“In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows:

- (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

G. Liberty1 failed to maintain sufficient employment records in violation of Labor Code § 1174

Labor Code § 1174 states, in relevant part:

“Every person employing labor in this state shall...(c) Keep a record showing the names and addresses of all employees employed...(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

While Claimants were employed by Liberty1, it failed to keep and maintain employment records in accordance with the location and temporal provisions of Labor Code § 1174.

Labor Code § 1174.5 provides:

“Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

H. Liberty1 Failed to Provide Written Commission Agreements in Violation of Labor Code § 2751

Labor Code § 2751 provides, in relevant part:

“(a) Whenever an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid. (b) The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee.”

While Claimants were employed by Liberty1, it failed to provide Claimants and other similarly situated aggrieved employees with written contractual terms setting forth the method by which commissions shall be computed and paid.

Labor Code § 2699(f) provides, in relevant part:

“(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

...(2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

III. LABOR CODE PROVISIONS VIOLATED BY LIBERTY1

Claimants alleges that Liberty1 violated Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 1174, 1197, 1198, 2751, 2800, 2802, & 2810.

If Claimants do not receive written notice from the Labor and Workforce Development Agency within the time prescribed in Labor Code § 2699.3 subd. (a)(2)(a) that it intends to investigate the alleged violations, Claimants intends to file an action against Liberty1 seeking wages, expenses, penalties and other allowed damages pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.).

Respectfully,

A handwritten signature in blue ink, appearing to read "John J. Weber", is written over a horizontal line.

John J. Weber
For **KEEGAN & BAKER, LLP**

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Liberty Financial
1401 21st Street, Suite K, Sacramento 95811



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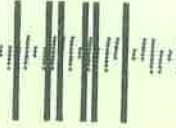
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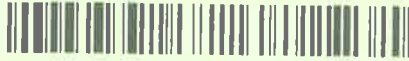
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- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Clear Vision Financial, LLC dba
Liberty 1 Financial
1 Corporate Park, Suite 200
Irvine, CA 92606



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2. Article Number (Transfer from service label)

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☐ Addressee

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