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15 Attorneys for Defendant  
 16 HOME POINT FINANCIAL CORPORATION

17  
 18 **UNITED STATES DISTRICT COURT FOR THE**  
 19 **NORTHERN DISTRICT OF CALIFORNIA**

20  
 21 BRANDON NOROMA, an individual and on  
 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 HOME POINT FINANCIAL CORPORATION  
 25 and DOES 1 through 100, inclusive

26 Defendants.

Case No. 4:17-cv-07205-HSG

**STIPULATION REGARDING FIRST  
 AMENDED COMPLAINT**

1 Plaintiff Brandon Noroma and Defendant Home Point Financial Corporation (collectively,  
2 the "Parties") submit the following stipulation regarding the filing of a First Amended Complaint.

3 WHEREAS, on December 19, 2017, Plaintiff filed his Complaint in this action;

4 WHEREAS, on February 2, 2018, Defendant filed its Answer to the Complaint;

5  
6 WHEREAS, Plaintiff seeks to (1) add claims under the California Private Attorneys'  
7 General Act for civil penalties; (2) correct the name of Plaintiff Brandon Noroma to "Norona," and  
8 (3) remove Doe defendants from the caption;

9 WHEREAS, Defendant has reviewed Plaintiff's Proposed First Amended Complaint  
10 ("FAC"), attached as Exhibit A, and has agreed to its filing under the condition that it be allowed  
11 30 days to respond and it need not file an Answer until 14 days following final disposition of any  
12 Rule 12 motion it may file;

13  
14 **THEREFORE**, the Parties stipulate and agree as follows:

- 15 1. Plaintiff may file the FAC (attached as Exhibit A) within five days of being granted  
16 leave to do so by the Court.
- 17 2. Defendant will have 30 calendar days from the date of service of the FAC to file its  
18 responsive pleading. If Defendant files as its responsive pleading a motion under  
19 Rule 12 of Federal Rules of Civil Procedure, it need not file an Answer until 14  
20 days following final disposition of the motion.
- 21 3. The Parties expressly acknowledge and agree that this Stipulation does not waive,  
22 and the parties expressly reserve, all rights, including their rights to challenge all  
23 claims and to assert all appropriate claims and defenses and evidence in this  
24 litigation as allowed by law.  
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27 **IT IS SO STIPULATED.**  
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DATED: March 7, 2018

LITTLER MENDELSON, P.C.

By: Alison D. Hightower  
Alison Hightower  
Attorneys for Defendant  
Home Point Financial Corporation

DATED: March 7, 2018

RIGHETTI GLUGOSKI, P.C.

By: Matthew Righetti  
Matthew Righetti  
Attorneys for Plaintiff

**ORDER**

Pursuant to the parties' stipulation, and good cause appearing, it is so Ordered.

DATED: 3/8/2018

Haywood S. Gilliam, Jr.  
Honorable Haywood S. Gilliam, Jr.

# **EXHIBIT A**

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12 ATTORNEYS FOR BRANDON NORONA

13 UNITED STATES DISTRICT COURT FOR THE  
14  
15 NORTHERN DISTRICT OF CALIFORNIA

16 Brandon Norona,  
17 individually and on behalf of all  
18 others similarly situated,  
19 Plaintiffs,  
20 Home Point Financial Corporation  
21 Defendants.

Case No.: 3:17-cv-07205

CLASS ACTION  
FIRST AMENDED  
COMPLAINT FOR  
VIOLATIONS OF:  
1. VIOL. OF FLSA  
2. VIOL. OF CA LABOR CODE  
3. VIOL. OF BUS. AND PROF.  
CODE SECTION 17200  
4. PAGA PENALTIES

25 \_\_\_\_\_/

1 **INTRODUCTION**

2 1. Comes the representative Plaintiff, BRANDON NORONA and file  
3 this lawsuit against Defendant, Home Point Financial Corporation for themselves  
4 and all other similarly situated individuals, for legal relief to redress unlawful  
5 violations of Plaintiff’s rights under the Fair Labor Standards Act of 1938  
6 (“FLSA” or “the Act”), 29 U.S.C. §§ 201, *et seq.*, and specifically the collective  
7 action provision of the FLSA by Home Point Financial Corporation (collectively,  
8 “Home Point” and/or “Defendant”) which have deprived the named Plaintiff, as  
9 well as others similarly situated to the named Plaintiff, of their lawful wages. The  
10 suit is brought on behalf of the named Plaintiff and all others similarly situated,  
11 pursuant to both California law and § 216(b) of the FLSA.

12 **JURISDICTION AND VENUE**

13 2. Jurisdiction over Plaintiff’s federal claims is based upon: (a) Section  
14 16(b) of the FLSA, 29 U.S.C. § 216(b), which authorized employees to bring civil  
15 actions in courts of appropriate jurisdiction to recover damages for an employers’  
16 failure to pay overtime wages as required by the FLSA; and (b) 29 U.S.C. §§ 1331  
17 and 1337.

18 3. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b). At  
19 all times material herein, Defendants Home Point Corporation has been actively  
20 conducting business in the State of California and within the geographic area  
21 encompassing the Northern District of the State of California.

22 4. Jurisdiction over Plaintiff’s state law class action claims under the  
23 California Labor Code and the claim under §17200 of the California Business and  
24 Professions Code are based upon this Court’s supplemental jurisdiction under 28  
25 U.S.C. § 1367(a), because the state law claims are so related to Plaintiff’s federal  
26 claims that they form a part of the same case or controversy between Plaintiff and  
27 Defendants.

1           5.     The Plaintiff was employee for the Defendants and brings this action  
2 as a collective action in accordance with 29 U.S.C. §216(b) of the FLSA against  
3 the Defendants on behalf of himself and all others similarly situated because of  
4 Defendants' unlawful deprivation of Plaintiff's rights to all wages owed. Plaintiff  
5 seeks a declaratory judgment under 28 U.S.C. § 2201 and compensation, damages,  
6 equitable and other relief available under the FLSA, as amended 29 U.S.C. § 201  
7 *et seq.* Plaintiff also seeks relief on a collective and class-wide basis challenging  
8 the unlawful business practice engaged in by Defendants of failing to compensate  
9 Plaintiff and all others similarly situated for all wages owed.

10           6.     Defendants are in the business of selling loans to consumers. Home  
11 Point operates its business throughout the country, including in the State of  
12 California.

13           7.     The similarly situated individuals include non-exempt employees  
14 who worked as employees of Home Point, worked overtime and earned  
15 commission and bonus pay (including, loan originators, mortgage professionals,  
16 loan officers, and loan processors; hereinafter "Home Point Employees"). Home  
17 Point Employees are not compensated by Defendant for all hours they worked,  
18 including, but not limited to proper overtime.

19           8.     The FLSA claim is brought under Section 16(b) of the FLSA, 29  
20 U.S.C. § 216(b), as a nation-wide "opt-in" collective action (hereinafter "the  
21 FLSA Action"). The FLSA Action is brought on behalf of Home Point  
22 Employees who worked during the period three years prior to the date that this  
23 lawsuit was filed through the date of judgment (hereinafter "the FLSA  
24 Employees"). The FLSA Action seeks to (i) recover unpaid wages and overtime  
25 compensation owed to the FLSA Employees, (ii) obtain an equal amount in  
26 liquidated damages, as provided by Section 16(b) of the FLSA, and (iii) recover  
27 reasonable attorneys' fees and costs of the action, as provided for by Section 16(b)  
28 of the FLSA.

1           9. Plaintiff also asserts various claims under California law as a  
2 conventional “opt-out” class action under Rule 23 of the Federal Rules of Civil  
3 Procedure (“the California Class”). The California Class Action is brought on  
4 behalf of Home Point Employees who worked for Home Point in the State of  
5 California at any time during the period four years prior to the date that this  
6 lawsuit was filed, plus tolling for the LWDA exhaustion, and through the date of  
7 judgment (“California class”). The California class has claims based upon the  
8 same unlawful business practice of not being paid their wages and/or  
9 compensation for all hours worked as required under the applicable federal law,  
10 California law including the Labor Code, UCL, and Wage Orders. The California  
11 class also has claims based upon the illegal and unlawful business practices of a)  
12 failing to pay the California class premium wages owed for overtime hours  
13 worked based on the legally required “regular rate” including any commission  
14 and/or bonus wage compensation. Plaintiff is informed and believes, and based  
15 thereon alleges, that Home Point knew or should have known that Plaintiff and  
16 the California class were entitled to receive premium wages for overtime  
17 compensation based on a regular rate that includes commission and/or bonus  
18 wages and that neither Plaintiff nor the California class were receiving all  
19 minimum wages due and owing under the law for overtime hours worked, and b)  
20 failing to timely pay the California class all wages owed upon discharge or  
21 resignation. Plaintiff and the other California class members did not receive  
22 payment of all wages, including overtime and minimum wages, within any time  
23 permissible under California Labor Code section 204, and c) failing to provide  
24 Plaintiff and the California class with complete and accurate payroll/wage  
25 statements and/or reports in accordance with California law. During the liability  
26 period, Plaintiff and other similarly situated employees received commissions and  
27 nondiscretionary bonuses as well as an hourly rate. There is a systemic  
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1 miscalculation of the overtime rate for compensation, which is predicated on  
2 Plaintiff and all similarly situated employees' hourly rate and  
3 commissions/bonuses. On information and belief, Plaintiff and all similarly  
4 situated employees assert that Defendants failed to properly incorporate these  
5 commission and bonus payments into the regular rate of pay when calculating  
6 overtime compensation. This miscalculation in failing to properly incorporate  
7 these commission and bonus payments into the regular rate of pay when  
8 calculating overtime, directly led to Defendants undercompensating Plaintiff and  
9 all other similarly situated employees for overtime hours worked. Additionally,  
10 on information and belief, these commissions and bonuses were not always paid to  
11 Plaintiff and other similarly situated employees when earned or when due, thereby  
12 making Defendants liable for failing to timely pay commissions and bonuses (or at  
13 times at all) and to properly incorporate these commission and bonus payments  
14 into the regular rate of pay when calculating overtime compensation. This failure  
15 to properly pay commissions and bonuses also led directly to Defendants  
16 undercompensating Plaintiff and other similarly situated employees for overtime  
17 hours worked. Defendant's failure to pay Plaintiff and other similarly situated  
18 employees the unpaid balance of premium overtime compensation violates the  
19 provisions of California Labor Code sections 510 and 1194, as well as IWC wage  
20 order 4-2001 and the Federal Labor Standards Act ("FLSA"), which serves a  
21 predicate violation of California Business and Professions Code section 17200, et  
22 seq.

23 10. The California class seeks to (i) recover daily and weekly unpaid  
24 compensation owed to the California class, (ii) waiting time penalties under  
25 Section 203 of the California Labor Code owed to those members of the sub-class  
26 whose employment with Home Point has terminated and who have not been  
27 timely paid all wages due to them upon termination of their employment, (iii)  
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1 damages as permitted under California Labor Code Section 226, and (iv) recover  
2 reasonable attorneys' fees and costs as provided for by the California Labor Code.

3 11. Finally, the claim under Section 17200 of the California Business and  
4 Professions Code seeks equitable and injunctive relief enjoining Defendants from  
5 the allegedly illegal conduct and for failing to make, keep and preserve the records  
6 required by the FLSA and California law. This claim also seeks to obtain (i)  
7 restitution as allowed by the UCL, and (ii) reasonable attorneys' fees and costs as  
8 provided for by Section 1021.5 of the California Code of Civil Procedure.

9 12. The FLSA Action is maintained as a collective action under 29  
10 U.S.C. § 216(b) on behalf of all past, present and future employees of Defendant  
11 who have been, are and/or will be employed as loan originators, mortgage  
12 professionals, loan officers, loan processors who worked the first shift of any day  
13 in the United States during the period three years prior to the date that this lawsuit  
14 was filed through the date of judgment. Plaintiff is a United States citizen.  
15 Plaintiff was employed in and resides in the State of California. At all times  
16 material herein, the named Plaintiff has been (a) employed as nonexempt  
17 employee by Defendants, (b) in one of the positions of loan originators, mortgage  
18 professionals, loan officers, and loan processors, and (c) worked overtime and was  
19 paid wages that included bonus and commission pay/compensation. Plaintiff is  
20 identified in the caption of the Complaint and has given his written consent to be  
21 party Plaintiff in this action pursuant to 29 U.S.C. § 216(b).

22  
23 **THE PARTIES**

24 13. The named Plaintiff, Brandon Norona is a United States citizen  
25 residing in the state of California. Plaintiff is a former employee of Home Point,  
26 who conducted business for Home Point throughout the State of California,  
27 including within the geographic area encompassed by the Northern District, from  
28 approximately June 2017 to November 2017. Plaintiff was a non-exempt

1 employee of Home Point, he worked overtime and earned bonuses and  
2 commission wages. During his employment with Home Point, like other Home  
3 Point Employees, Plaintiff regularly worked in excess of eight (8) hours in a  
4 workday and/or in excess of forty (40) hours in a workweek. Plaintiff has not  
5 been paid all wages owed for all hours worked as required under the FLSA and  
6 California law. Plaintiff has been injured by the illegal practices and conduct  
7 alleged in this complaint. Plaintiff's claims under the FLSA and/or California law  
8 are similar to and typical of the claims of the FLSA Employees and the members  
9 of the California class.

10 14. On information and belief, Defendant Home Point Financial  
11 Corporation is a corporation incorporated in the State of Kansas with its  
12 worldwide headquarters located at 1194 Oak Valley Drive, Suite 80, Ann Arbor,  
13 Michigan 48108. Home Point Financial Corporation is qualified to and does do  
14 business in the State of California and nationwide.

15 15. Defendants jointly maintain either actual or constructive control,  
16 oversight, or direction over the operations of and its employment practices  
17 applicable to Plaintiff and the alleged class.

18 16. Defendants are subject to personal jurisdiction in the State of  
19 California for purposes of this lawsuit.

20 17. At all times material to this action Defendants have been an  
21 "employer" of the named Plaintiff, as defined by §203(d) of the FLSA.

### 22 23 **CLASS ACTION ALLEGATIONS**

24 18. The California class may be appropriately maintained as a class action  
25 under Rule 23 because all of the prerequisites set forth under Rule 23 are met.

26 19. Members of the California class are so numerous that joinder of all  
27 such members is impracticable. Although the exact size of the California class is  
28 unknown, it is believed and alleged that the number of persons in the California

1 class is more than 50. The number of current and former individuals in the  
2 California class is so numerous that joinder is impracticable if not impossible.

3 20. There are questions of law and fact common to the California class  
4 with respect to the liability issues, relief issues and anticipated affirmative defenses.  
5 For example, predominate common questions of fact and law include the propriety of  
6 Defendant's systemic premium overtime calculations for weeks where commission  
7 and/or bonus is earned; whether all wages were timely paid to employees upon  
8 termination of employment; and whether the information provided to employees is  
9 compliant with the requirements of Labor Code 226. (Fed.R.Civ.P. 23(b)(3)).

10 21. The prosecution of separate actions by the California class would  
11 create a risk of inconsistent or varying adjudications with respect to individual  
12 members of the California class that would establish incompatible standards of  
13 conduct for parties opposing the class. (Fed.R.Civ.P. 23(b)(1)(A).)

14 22. Plaintiff will fairly and adequately protect the interests of the  
15 California class because he and his counsel possess the requisite resources and  
16 abilities to prosecute this case as a class action.

17 23. The prosecution of separate actions by the California class would  
18 create a risk of adjudications with respect to individual members of the class that  
19 would, as a practical matter, be dispositive of the interests of the other members not  
20 parties to the adjudications or substantially impair or impede their ability to protect  
21 their interests. (Fed.R.Civ.P. 23(b)(1)(B).)

22 24. The questions of law and fact common to the California class  
23 predominate over any questions affecting only individual class members, and a  
24 class action is superior to other available methods for the fair and efficient  
25 adjudication of the controversy. (Fed.R.Civ.P. 23(b)(3).) More specifically,

26 a. Members of the California class have little or no interest in  
27 individually controlling the prosecution of separate actions. (Fed.R.Civ.P.  
28 23(b)(3)(A).)



1           27. Plaintiff re-asserts and re-alleges the allegations set forth in  
2 Paragraphs 1 through 26, above except those paragraphs that are inconsistent with  
3 this cause of action brought pursuant to the FLSA.

4           28. The FLSA regulates, among other things, the payment of overtime  
5 pay by employers. 29 U.S.C. § 207(a)(1).

6           29. Section 7(a)(1) of the FLSA, 29 U.S.C. § 207(a)(1), requires  
7 employers to pay non-exempt employees for all hours worked and for those who  
8 work longer than forty (40) hours in a workweek one and one-half times the  
9 employee's regular rate of pay for the hours worked in the workweek in excess of  
10 forty (40) hours. Home Point is, and was, subject to this requirement to pay Home  
11 Point Employees both for all hours worked and one and one-half times the  
12 employees' regular rate of pay for all hours worked in a workweek in excess of  
13 forty (40) hours. The FLSA requires that commissions and bonus pay earned by  
14 Home Point Employees be evaluated in determining/calculating the regular rate of  
15 pay and overtime rate of pay. Defendants violated the FLSA by failing to pay  
16 Home Point Employees the correct overtime wages owed for all hours worked.

17           30. The persons employed by Defendants as Home Point Employees in  
18 the United States regularly, and as a matter of policy and practice, worked and do  
19 work hours in which they are not paid overtime according the law. Specifically,  
20 Defendant's company-wide policy does not pay its Home Point Employees  
21 overtime using the correct calculation methodology for the hours worked  
22 overtime. Home Point Employees frequently work in excess of forty (40) hours in  
23 a workweek, but Defendants do not pay Home Point Employees for overtime  
24 wages based on the correct regular and/or overtime rate. As a result, Defendants  
25 have deprived Plaintiff and the other Home Point Employees of wages earned by  
26 not paying the Home Point Employees for all hours worked and not paying them  
27 premium wages owed for overtime hours worked which is based on the  
28 commissions and bonuses earned during a particular pay period.



1 overtime pay under California Wage Orders and the California Labor Code.  
2 Defendant has failed to pay these persons all wages owed for all hours worked  
3 including correctly calculated premium overtime pay to which they are entitled,  
4 thereby violating California law. This is in violation of California Labor Code  
5 sections 1194, 1198 and 510 and the Industrial Welfare Commission (“IWC”)  
6 Wage Order applicable to Defendants’ business. Also during the relevant time  
7 period, Home Point intentionally and willfully failed to pay the minimum statutory  
8 overtime wages owed to Plaintiff and the other California class members due to a  
9 miscalculation of the “overtime rate” by not including commissions and/or  
10 bonuses earned during a particular pay period, which should be calculated in order  
11 to determine the regular rate. Plaintiff and the other California class members are  
12 entitled to recover the unpaid balance of their minimum wages owed and/or  
13 overtime wages as well as interest, costs, and attorney’s fees.

14 36. Home Point does not comply with the requirements of Labor Code  
15 Section 226 which requires that “every employer shall, semimonthly or at the time  
16 of each payment of wages, furnish each of his or her employees, either as a  
17 detachable part of the check, draft, or voucher paying the employee's wages, or  
18 separately when wages are paid by personal check or cash, an accurate itemized  
19 statement in writing showing:

20 (1) gross wages earned,

21 (2) total hours worked by the employee, except for any employee whose  
22 compensation is solely based on a salary and who is exempt from payment of  
23 overtime under subdivision (a) of Section 515 or any applicable order of the  
Industrial Welfare Commission,

24 (3) the number of piece-rate units earned and any applicable piece rate if the  
25 employee is paid on a piece-rate basis,

26 (4) all deductions, provided that all deductions made on written orders of the  
27 employee may be aggregated and shown as one item,  
28

1 (5) net wages earned,

2 (6) the inclusive dates of the period for which the employee is paid,

3 (7) the name of the employee (and the last four digits of his or her social  
4 security number or an employee identification number other than a social security  
5 number *may* be shown on the itemized statement),

6 (8) the name and address of the legal entity that is the employer, and

7 (9) all applicable hourly rates in effect during the pay period and the  
8 corresponding number of hours worked at each hourly rate by the employee.

9 Home Point fails to provide accurate and complete information, as specified in  
10 items 1, 2, 5 and 9 above as set forth in section 226(a).

11 37. California Labor Code Section 226(e) provides: "An employee  
12 suffering injury as a result of a knowing and intentional failure by an employer to  
13 comply with subdivision (a) shall be entitled to recover the greater of all actual  
14 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs  
15 and one hundred dollars (\$100) per employee for each violation in a subsequent  
16 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000),  
17 and shall be entitled to an award of costs and reasonable attorney's fees." Plaintiff,  
18 NORONA, and the California class members suffered injuries as defined and set  
19 forth in California Labor Code Section 226(e) because, in addition to Home  
20 Point's failure to provide accurate and complete information, as specified in items  
21 1, 2, 5 and 9 above as set forth in section 226(a), Plaintiff and the California class  
22 could not "promptly and easily determine" from the wage statement alone the  
23 correct hourly rate in effect during the pay period (i.e., without reference to other  
24 documents or information), nor was the overtime rate or the hours worked  
25 provided in the statements accurate.

26 38. During the class period, Home Point failed to provide Plaintiff and  
27 the California class members with timely and accurate wage and hour statements  
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1 showing gross wages earned, net wages earned, overtime pay, and all applicable  
2 hourly rates in effect during each pay period with the corresponding number of  
3 hours worked at each hourly rate by that individual.

4 39. As alleged herein, Plaintiff and the California class members are/were  
5 not exempt from the requirements of California’s labor laws and regulations.  
6 Plaintiff and the California class members were and will be injured by Home  
7 Point’s failure to comply with the aforementioned requirements for time records  
8 and wage statements.

9 40. Based on Home Point’s conduct as alleged herein, Defendants are  
10 liable to Plaintiff and the California class members for damages for each labor  
11 code violation, injunctive relief, plus interest, attorneys’ fees, expenses, and costs  
12 of suit.

13 41. The California class is entitled to receive the unpaid wages due them  
14 under California law. In addition, the California class is entitled to recover interest  
15 on the amount of unpaid wage pay due them and reasonable attorneys’ fees and  
16 costs of suit, pursuant to Section 1194(a) of the California Labor Code. In  
17 addition, Section 203 of the California Labor Code provides for the payment of  
18 “waiting time penalties” if an employer does not properly pay all wages due an  
19 employee upon termination of the employee’s employment. Those in the  
20 California class whose employment has been terminated have not been properly  
21 paid the wages that are due them upon termination of their employment.  
22 Accordingly, these class members are entitled to recover “waiting time penalties”  
23 under Section 203 of the California Labor Code.

24  
25 **THIRD CLAIM FOR RELIEF FOR VIOLATION OF BUSINESS AND**  
26 **PROFESSIONS CODE SECTION 17200**  
27 **(On Behalf of the California Class Only)**  
28

1 42. Plaintiff reasserts and re-alleges the allegations set forth in  
2 Paragraphs 1 through 41, above excepting those paragraphs which are inconsistent  
3 with this cause of action for violations of the California Business and Professions  
4 Code § 17200.

5 43. Section 17200 of the California Business and Professions Code  
6 prohibits any unlawful, unfair or fraudulent business act or practice.

7 44. Defendants have engaged in, and continue to engage in the unlawful,  
8 unfair and fraudulent business practices alleged hereinabove in violation of  
9 Section 17200 of the California Business and Professions Code.

10 45. These challenged policies and practices have harmed the named  
11 Plaintiff, the members of the California class and the general public.

12 46. As a result of these unlawful policies and practices, Plaintiff is  
13 entitled to an injunction issue against Defendants, pursuant to Section 17203 of the  
14 California Business and Professions Code, to prevent them from engaging in such  
15 future unlawful, unfair and fraudulent business practices. Plaintiff also is entitled  
16 to an order requiring Defendants to provide restitution to all persons who have  
17 suffered losses or injury as a result of these unlawful business practices, including  
18 but not limited to all California class members, during the applicable limitations  
19 period.

20 47. Plaintiff is entitled to an award of reasonable attorneys' fees pursuant  
21 to California Code of Civil Procedure Section 1021.5.

22 **FOURTH CLAIM FOR RELIEF UNDER THE PAGA**  
23 **(Private Attorneys General Act Penalties**  
24 **California Employees Only)**

25 48. Plaintiff re-alleges and incorporates by reference each and every  
26 allegation set forth in the preceding paragraphs.

27 49. As a direct proximate result of the California labor code violations  
28

1 alleged herein, Plaintiff, on behalf of the State of California and others similarly  
2 situated, is entitled to recover penalties pursuant to California Labor Code  
3 Sections 2698-99 (Private Attorneys General Act aka PAGA). Plaintiff seeks  
4 statutory penalties for violations of Cal. Labor Code Sections 200-204, 226, 226.3,  
5 226.7, 512, 558, 558.1, 1194, 1197, 1197.1 and 1198.  
6

7  
8 50. Plaintiff has taken all the steps necessary to exhaust administrative  
9 remedies and has exhausted his administrative remedies.

10 51. Plaintiff gave written notice of his claims under Cal. Lab. Code  
11 section 2699 et seq. to the California Labor and Workforce Development Agency  
12 and the California Labor and Workforce Development Agency did not respond  
13 within the time frame established under Cal. Lab. Code section 2699 as to whether  
14 it intended to investigate Plaintiff's claims. As such, Plaintiff is entitled to seek  
15 certain civil penalties for himself and other current or former aggrieved employees  
16 through a civil action filed on their behalf. These penalties are in addition to all  
17 other remedies permitted by law.  
18  
19  
20

21 52. In addition to penalties set by statute, Plaintiff and other similarly  
22 situated current and former individuals are also entitled to recover interest thereon,  
23 attorney's fees and costs.  
24

25 53. Based on Defendants' conduct as alleged herein, Defendants are  
26 liable to Plaintiff and similarly situated current and former individuals for civil  
27  
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1 penalties, injunctive relief, plus interest, attorneys' fees, expenses and costs of suit.

2  
3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment as follows:

- 5 1. Enter a declaratory judgment declaring that the Defendants have  
6 willfully and wrongfully violated their statutory and legal obligations  
7 and deprived Plaintiff and all other who are similarly situated of their  
8 rights, privileges, protections, compensation, benefits and  
9 entitlements under the law, as alleged herein;
- 10 2. Order a complete and accurate accounting of all the compensation to  
11 which the Plaintiff and all others who are similarly situated are  
12 entitled;
- 13 3. For compensatory damages against Defendants to be paid to the  
14 FLSA Employees, including all wages and overtime pay owed to the  
15 FLSA Employees under the FLSA;
- 16 4. For liquidated damages against Defendants to be paid to the FLSA  
17 Employees under Section 16(b) of the FLSA;
- 18 5. For compensatory damages against Defendants to be paid to the  
19 California class, including all wages and overtime pay, and statutory  
20 damages for violation of California Labor Code Section 226 owed to  
21 the California class under California law;
- 22 6. For "waiting time penalties," pursuant to Section 203 of the  
23 California Labor Code, against Defendants to be paid to members of  
24 the California class whose employment has terminated with  
25 Defendants and who were not timely paid all wages due and owing to  
26 them at the time of such termination;
- 27 7. For penalties allowed as set forth herein and under the PAGA;
- 28

- 1 8. For attorneys' fees and costs as allowed by Section 16(b) of the  
2 FLSA, Section 1194 and PAGA of the California Labor Code, and  
3 Section 1021.5 of the California Code of Civil Procedure;  
4 9. For an order requiring Defendants to pay restitution for its unlawful  
5 conduct in the State of California; and  
6 10. For injunctive relief including, but not limited to, an Order enjoining  
7 Defendants from continuing to engage in the State of California in the  
8 unlawful business practices alleged herein; and  
9 11. Grant such other legal and equitable relief as may be just and proper.

10 **JURY DEMAND**

11 Plaintiff hereby demands a jury trial.

12  
13 DATED: March 7, 2018

RIGHETTI · GLUGOSKI, P.C.

14 /s/ Matthew Righetti

15 Matthew Righetti,  
16 Attorney for Plaintiffs  
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