

## SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**07/25/2022** at 01:03:00 PM  
Clerk of the Superior Court  
By Emily Schilawski, Deputy Clerk

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

SPROUT MORTGAGE, LLC, a Delaware limited liability company; [SEE ATTACHMENT]

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

BLAKE BOYER, an individual, on behalf of herself, and on behalf of all persons similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Diego Superior Court, Hall of Justice  
330 W Broadway  
San Diego, CA 92101

CASE NUMBER: (Número del Caso):


37-2022-00029036-CU-OE-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC located at 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 07/27/2022  
(Fecha)

Clerk, by  
(Secretario)

  
E. Schilawski

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED: You are served**

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

SHORT TITLE: Boyer vs Sprout Mortgage LLC	CASE NUMBER: 37-2022-00029036-CU-OE-CTL
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**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

Plaintiff   
  Defendant   
  Cross-Complainant   
  Cross-Defendant

RECOVCO MORTGAGE MANAGEMENT, LLC, a Delaware limited liability company; MICHAEL STRAUSS, an individual; and DOES 1-50, Inclusive,

**JCL LAW FIRM, APC**

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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**07/22/2022** at 06:44:57 PM  
Clerk of the Superior Court  
By Emily Schilawski, Deputy Clerk

**ZAKAY LAW GROUP, APLC**

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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN DIEGO**

BLAKE BOYER, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiffs,

v.

SPROUT MORTGAGE, LLC, a Delaware limited liability company; RECOVCO MORTGAGE MANAGEMENT, LLC, a Delaware limited liability company; MICHAEL STRAUSS, an individual; and DOES 1-50, Inclusive,

Defendants.

Case No: 37-2022-00029036-CU-OE-CTL

**CLASS ACTION COMPLAINT FOR:**

- 1) VIOLATION OF CALIFORNIA WARN ACT, CAL. LAB. CODE § 1400 *et seq.*;
- 2) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq.*;
- 3) UNLAWFUL DEDUCTIONS IN VIOLATION OF CAL. LAB. CODE § 221;
- 4) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 5) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 6) FAILURE TO PAY VACATION WAGES DUE.

**DEMAND FOR A JURY TRIAL**

1 PLAINTIFF BLAKE BOYER (“PLAINTIFF”), an individual, on behalf of herself and all  
2 other similarly situated employees, allege on information and belief, except for her own acts and  
3 knowledge which are based on personal knowledge, the following:

4 **PRELIMINARY ALLEGATIONS**

5 1. Defendant SPROUT MORTGAGE, LLC (“Defendant Sprout”) is a Delaware  
6 limited liability company that at all relevant times mentioned herein conducted and continues to  
7 conduct substantial and regular business throughout California. Defendant Sprout owns, operates,  
8 and/or manages a mortgage lender servicing company in the state of California.

9 2. Defendant RECOVCO MORTGAGE MANAGEMENT, LLC (“Defendant  
10 Recovco”) is a Delaware limited liability company that at all relevant times mentioned herein  
11 conducted and continues to conduct substantial and regular business throughout California.  
12 Defendant Recovco is a provider of due diligence, quality control, transaction management and  
13 loan servicing solutions for residential mortgage and consumer loans.

14 3. Defendant Sprout and Defendant Recovco were the joint employers of  
15 PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed  
16 work for respectively. Upon information and belief, at all relevant times, Defendant Sprout and  
17 Defendant Recovco operated as a single integrated enterprise and held themselves out as Sprout  
18 and Recovco interchangeably. Therefore, Defendant Sprout and Defendant Recovco are jointly  
19 responsible as employers for the conduct alleged herein and collectively referred to herein as  
20 “DEFENDANTS” and/or “DEFENDANT.”

21 4. Defendant MICHAEL STRAUSS (“Defendant Strauss”), is an individual that at  
22 all relevant times mentioned herein acted as the Chief Executive Officer of Defendant Sprout and  
23 was directly involved in – and directly responsible for – the illegal policies and practices  
24 articulated herein.

25 5. The true names and capacities, whether individual, corporate, subsidiary,  
26 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are  
27 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious  
28 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this

1 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are  
2 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief  
3 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,  
4 inclusive (hereinafter collectively “DEFENDANTS” and/or “DEFENDANT”), are responsible in  
5 some manner for one or more of the events and happenings that proximately caused the injuries  
6 and damages hereinafter alleged.

7           6.     The agents, servants and/or employees of the Defendants and each of them acting  
8 on behalf of the Defendants acted within the course and scope of his, her or its authority as the  
9 agent, servant and/or employee of the Defendants, and personally participated in the conduct  
10 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.  
11 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all  
12 Defendants are jointly and severally liable to PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
14 Defendants’ agents, servants and/or employees.

15           7.     PLAINTIFF was employed by DEFENDANT in California from August of 2021  
16 to July 6, 2022 ad worked for DEFENDANT in San Diego, California.

17           8.     After years of operating as a mortgage lender and employing a workforce in the  
18 state of California, including in San Diego County where PLAINTIFF worked, DEFENDANT  
19 decided to lay off approximately over 300 employees without advance 60-days’ notice.

20           9.     Under such circumstances, the California Worker Adjustment and Retraining  
21 Notification Act (hereinafter, “California WARN Act”) requires an employer to give at least 60  
22 days advanced notice of layoffs. This notice is intended to give employees 60 days to prepare for  
23 the loss of their job, such as by finding replacement employment.

24           10.    If an employer does not provide the required notice, the California WARN Act  
25 requires the employer to pay each affected employee up to 60 days’ work of wages and job  
26 benefits.

27  
28

1           11. Because DEFENDANT violated the California WARN Act, PLAINTIFF brings  
2 this action, on behalf of herself and other similarly situated employees to recover the wages and  
3 benefits DEFENDANT owed them.

4           12. PLAINTIFF brings this Class Action on behalf of herself and a class, defined as  
5 all of Defendant Sprout's and/or Defendant Recovco's California employees who were terminated  
6 on or around July 6, 2022 without being provided 60 days' written notice of mass layoff,  
7 relocation, or termination of business ("CALIFORNIA WARN CLASS").

8           13. PLAINTIFF also brings this Class Action on behalf of herself and a class, defined  
9 as all employees who are or previously were employed by Defendant Sprout and/or Defendant  
10 Recovco in California (the "CALIFORNIA LABOR CLASS") at any time during the period  
11 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined  
12 by the Court (the "CLASS PERIOD").

13           14. The CALIFORNIA WARN CLASS and CALIFORNIA LABOR CLASS will be  
14 referred to herein, collectively, as the "CALIFORNIA CLASS." The amount in controversy for  
15 the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars  
16 (\$5,000,000.00).

17           15. PLAINTIFF brings this Class Action on behalf of herself and the CALIFORNIA  
18 CLASS in order to fully compensate the CALIFORNIA CLASS Members for their losses  
19 incurred caused by DEFENDANT'S uniform policy and practice which, *inter alia*, failed to  
20 provide proper notice of mass layoff, unlawfully collected or received part of CALIFORNIA  
21 LABOR CLASS Members' wages, and failed to reimburse CALIFORNIA LABOR CLASS  
22 Members for required business expenses. DEFENDANT'S uniform policy and practice alleged  
23 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained  
24 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA  
25 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
26 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the  
27 other members of the CALIFORNIA CLASS who have been economically injured by  
28

1 DEFENDANT’S past and current unlawful conduct, and all other appropriate legal and equitable  
2 relief.

3 16. DEFENDANTS were PLAINTIFF’S employers or persons acting on behalf of the  
4 PLAINTIFF’S employer, within the meaning of California Labor Code § 558, who violated or  
5 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision  
6 regulating hours and days of work in any order of the Industrial Welfare Commission and, as  
7 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,  
8 at all relevant times.

9 17. DEFENDANT’S uniform policies and practices alleged herein were unlawful,  
10 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain  
11 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

12 18. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
13 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and  
14 other members of the CALIFORNIA CLASS who has been economically injured by  
15 DEFENDANT’S past and current unlawful conduct, and all other appropriate legal and equitable  
16 relief.

17 **JURISDICTION AND VENUE**

18 19. This Court has jurisdiction over this Action pursuant to California Code of Civil  
19 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
20 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
21 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382 and Cal. Labor Code § 1404.

22 20. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
23 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs  
24 the CALIFORNIA CLASS across California, including in this County, and committed the  
25 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

26  
27  
28 ///

1 **THE CONDUCT**

2 **A. Violation of the California WARN Act**

3 21. On or around July 6, 2022, DEFENDANT mass laid off approximately more than  
4 300 of its employees. DEFENDANT did not give advance notice of this layoff so that employees  
5 could get their lives in order.

6 22. The California WARN Act, Cal. Labor Code § 1400, *et seq.* requires employers at  
7 a “covered establishment” (75 or more employees), give 60 days’ notice before a mass layoff (of  
8 50 or more employees), a relocation, or a cessation of doing business. Employers must give notice  
9 not only to employees, but also to the relevant California government agency, the Employment  
10 Development Department. *See* Cal. Labor Code § 1401(a).

11 23. Employers are excused from providing notice of a mass layoff only if there is a  
12 “physical calamity” (such as an earthquake) or “act of war.” Cal. Labor Code § 1401(c).

13 24. If an employer fails to give notice of a mass layoff, relocation, or cessation of  
14 business, its employees are entitled to recover: up to 60 days of wages (at their regular rate of  
15 pay), and the value of any employment benefits that the employee would have received during  
16 that time (such as payment of medical expenses under a health insurance plan, or matching  
17 contributions to a 401(k) retirement plan). *See* Cal. Labor Code § 1402.

18 25. Here, DEFENDANT did not provide advance notice to CALIFORNIA WARN  
19 CLASS Members that they would be terminated. Notice was provided only on the day of the  
20 layoffs.

21 26. PLAINTIFF alleges, upon information and belief, DEFENDANT did not file a  
22 WARN notice with the California Employment Development Department.

23 27. Upon information and belief, since July 6, 2022, DEFENDANT has not  
24 compensated PLAINTIFF and CALIFORNIA WARN CLASS Members for its failure to provide  
25 notice of the mass layoffs.

26 **B. Unreimbursed Business Expenses**

27 28. DEFENDANT as a matter of corporate policy, practice, and procedure,  
28 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF



1 and the other CALIFORNIA LABOR CLASS Members for required business expenses incurred  
2 by the PLAINTIFF and other CALIFORNIA LABOR CLASS Members in direct consequence of  
3 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802,  
4 employers are required to indemnify employees for all expenses incurred in the course and scope  
5 of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify  
6 his or her employee for all necessary expenditures or losses incurred by the employee in direct  
7 consequence of the discharge of his or her duties, or of his or her obedience to the directions of  
8 the employer, even though unlawful, unless the employee, at the time of obeying the directions,  
9 believed them to be unlawful."

10       29. In the course of their employment, DEFENDANT required PLAINTIFF and other  
11 CALIFORNIA LABOR CLASS Members to use their personal cell phones as a result of and in  
12 furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA LABOR  
13 CLASS Members were required to use their personal cell phones and personal home internet in  
14 order to perform work related tasks. Further, PLAINTIFF and other CALIFORNIA LABOR  
15 CLASS Members were also required to incur personal expenses for travel, meals, and payments  
16 to various business vendors on behalf of and in furtherance of their job duties for DEFENDANT.  
17 However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA  
18 LABOR CLASS Members for the use of their personal cell phones, personal home internet, and  
19 personal expenses for travel, meals and payments to various business vendors. As a result, in the  
20 course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA  
21 LABOR CLASS Members incurred unreimbursed business expenses that included, but were not  
22 limited to, costs related to the use of their personal cell phones, personal home internet, and  
23 personal expenses for travel, meals and payments to various business vendors, all on behalf of  
24 and for the benefit of DEFENDANT.

25       **C. Unlawful Deductions**

26       30. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFF  
27 and CALIFORNIA LABOR CLASS Members' pay without explanations and without  
28 authorization to do so or notice to PLAINTIFF and the CALIFORNIA LABOR CLASS Members.

1 Such unlawful deductions include, but are not limited to, health insurance premiums despite  
2 DEFENDANT failing to provide health coverage to PLAINTIFF and the CALIFORNIA LABOR  
3 CLASS Members since May 1, 2022. Further, DEFENDANT from time to time unlawfully  
4 deducted wages from PLAINTIFF’S and CALIFORNIA LABOR CLASS Members’ pay for life  
5 insurance premiums, short and/or long term disability insurance premiums, and 401(k)  
6 contributions despite failing to ensure those deductions were properly allocated to said life  
7 insurance, short and/or long term disability insurance, and 401(k) policies. As a result,  
8 DEFENDANT violated Labor Code § 221.

9 31. Specifically, as to PLAINTIFF, DEFENDANT unlawfully deducted wages from  
10 PLAINTIFF for health insurance premiums despite failing to provide health insurance coverage  
11 from May 1, 2022 until PLAINTIFF’S termination on July 6, 2022. DEFENDANT also failed to  
12 reimburse PLAINTIFF for required business expenses related to the personal expenses incurred  
13 for the use of her personal cell phones, personal home internet, and personal computers, on behalf  
14 of and in furtherance of her employment with DEFENDANT. To date, DEFENDANT has not  
15 fully paid PLAINTIFF all compensation still owed to her or any penalty wages owed to her under  
16 Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not exceed  
17 the sum or value of \$75,000.

18 **D. Failure to Pay Vested, Unused Vacation Wages**

19 32. Further, upon PLAINTIFF’S and CALIFORNIA LABOR CLASS Members’  
20 separation of employment, they had not used all of their vested vacation and thus their unused,  
21 vested vacation was required to have been paid at their final rate upon separation of employment.  
22 DEFENDANT, however failed to pay the vested vacation time, and when it did, it paid it at the  
23 wrong rate. As a result, DEFENDANT violated Labor Code §227.3.

24 **CLASS ACTION ALLEGATIONS**

25 33. PLAINTIFF brings this Class Action on behalf of herself and a class, defined as  
26 all of Defendant Sprout’s and/or Defendant Recovco’s California employees who were terminated  
27 on or around July 6, 2022 without being provided 60 days’ written notice of mass layoff,  
28 relocation, or termination of business (“CALIFORNIA WARN CLASS”).

1           34. PLAINTIFF also brings this Class Action on behalf of herself and a class, defined  
2 as all employees who are or previously were employed by Defendant Sprout and/or Defendant  
3 Recovco in California (the “CALIFORNIA LABOR CLASS”) at any time during the period  
4 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined  
5 by the Court (the “CLASS PERIOD”).

6           35. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been  
7 deprived of wages and penalties from unpaid wages earned and due, and interest, statutory and  
8 civil penalties, attorney’s fees, costs, and expenses.

9           36. The members of the class are so numerous that joinder of all class members is  
10 impractical.

11           37. Membership in the CALIFORNIA CLASS can be determined from  
12 DEFENDANT’S own records.

13           38. There are questions of law and fact common to the CALIFORNIA CLASS, which  
14 predominate over any questions affecting only individual CALIFORNIA CLASS Members.  
15 These common questions of law and fact include, without limitation:

- 16           a. Whether provisions of the California WARN Act apply;
- 17           b. Where DEFENDANT engaged in a “mass layoff,” “relocation,” or “termination”  
18           of business under the California WARN Act;
- 19           c. Whether DEFENDANT failed to provide the required notice under the California  
20           WARN Act to CALIFORNIA WARN CLASS Members;
- 21           d. The measure of damages and/or penalties owed under the California WARN Act;
- 22           e. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA  
23           LABOR CLASS Members for required business expenses;
- 24           f. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA  
25           LABOR CLASS Members wages when due;
- 26           g. Whether DEFENDANT made unlawful deductions to PLAINTIFF and the  
27           CALIFORNIA LABOR CLASS Members’ wages;
- 28

1 h. Whether DEFENDANT failed to pay PLAINTIFF and other CALIFORNIA  
2 LABOR CLASS Members' for their vested, but unused vacation at the time of  
3 separation;

4 i. Whether DEFENDANT committed an act of unfair competition by systematically  
5 making unlawful deductions to PLAINTIFF'S and the CALIFORNIA LABOR  
6 CLASS Members' wages;

7 39. PLAINTIFF is a member of the CALIFORNIA WARN CLASS and  
8 CALIFORNIA LABOR CLASS and suffered damages as a result of DEFENDANT'S conduct  
9 and actions alleged herein.

10 40. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and  
11 PLAINTIFF has the same interests as the other members of the class.

12 41. PLAINTIFF will fairly and adequately represent and protect the interests of the  
13 CALIFORNIA CLASS Members.

14 42. PLAINTIFF retained able class counsel with extensive experience in class action  
15 litigation.

16 43. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the  
17 interest of the other CALIFORNIA CLASS Members.

18 44. There is a strong community of interest among PLAINTIFF and the members of  
19 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are  
20 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
21 sustained.

22 45. The questions of law and fact common to the CALIFORNIA CLASS Members  
23 predominate over any questions affecting only individual members, including legal and factual  
24 issues relating to liability and damages.

25 46. A class action is superior to other available methods for the fair and efficient  
26 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
27 since the damages suffered by individual members of the class may be relatively small, the  
28 expense and burden of individual litigation makes it practically impossible for the members of the

1 class individually to redress the wrongs done to them. Without class certification and  
2 determination of declaratory, injunctive, statutory, and other legal questions within the class  
3 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will  
4 create the risk of:

5 a. Inconsistent or varying adjudications with respect to individual members of the  
6 CALIFORNIA CLASS which would establish incompatible standards of conduct  
7 for the parties opposing the CALIFORNIA CLASS; and/or,

8 b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
9 which would as a practical matter be dispositive of the interests of the other  
10 members not party to the adjudication or substantially impair or impeded their  
11 ability to protect their interests.

12 47. Class treatment provides manageable judicial treatment calculated to bring an  
13 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of  
14 the conduct of DEFENDANT.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA WARN ACT, CAL. LAB. CODE § 1400 *et seq.***

17 **(Alleged by PLAINTIFF and the CALIFORNIA WARN CLASS against all Defendants)**

18 48. PLAINTIFF, and the other members of the CALIFORNIA WARN CLASS,  
19 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
20 this Complaint.

21 49. DEFENDANT is an “employer” that operates a “covered establishment” under the  
22 California WARN Act, Cal. Labor Code § 1400 *et seq.*, because DEFENDANT runs a business  
23 enterprise that employs 75 or more employees.

24 50. DEFENDANT engaged in a “mass layoff” because DEFENDANT terminated 50  
25 or more employees within a 30-day period.

26 51. None of the exemptions to the notice requirements of the California WARN Act  
27 applies.

28

1 52. DEFENDANT willfully violated the California WARN Act by failing to provide  
2 the required notice.

3 53. PLAINTIFF and all CALIFORNIA WARN CLASS Members have been damaged  
4 by DEFENDANT’S conduct constituting violations of the California WARN Act and are entitled  
5 to damages for their back pay and associated benefits for each day of the violation.

6 54. DEFENDANT has not acted in good faith nor with reasonable grounds to believe  
7 its acts or omissions were not in violation of the California WARN Act.

8 **SECOND CAUSE OF ACTION**

9 **Unlawful Business Practices**

10 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

11 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

12 55. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
13 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
14 Complaint.

15 56. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
16 Code § 17021.

17 57. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines  
18 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203  
19 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition  
20 as follows:

21 Any person who engages, has engaged, or proposes to engage in unfair competition may  
22 be enjoined in any court of competent jurisdiction. The court may make such orders or  
23 judgments, including the appointment of a receiver, as may be necessary to prevent the  
24 use or employment by any person of any practice which constitutes unfair competition, as  
25 defined in this chapter, or as may be necessary to restore to any person in interest any  
26 money or property, real or personal, which may have been acquired by means of such  
27 unfair competition. (Cal. Bus. & Prof. Code § 17203).

28 58. By the conduct alleged herein, DEFENDANT has engaged and continues to  
engage in a business practice which violates California law, including but not limited to, the  
applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
including Sections 201, 202, 203, 221, 227.3, 1400 *et seq.*, and 2802, for which this Court should

1 issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be  
2 necessary to prevent and remedy the conduct held to constitute unfair competition, including  
3 restitution of wages wrongfully withheld.

4 59. By the conduct alleged herein, DEFENDANT’S practices were unlawful and  
5 unfair in that these practices violated public policy, were immoral, unethical, oppressive  
6 unscrupulous or substantially injurious to employees, and were without valid justification or  
7 utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203  
8 of the California Business & Professions Code, including restitution of wages wrongfully  
9 withheld.

10 60. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each  
11 CALIFORNIA CLASS member, (1) all back pay and associated benefits for each day of the  
12 California WARN Act violation, (2) all unlawfully deducted wages, (3) all vested, but unused  
13 vacation pay. and (4) all unreimbursed business expenses.

14 61. By and through the unlawful and unfair business practices described herein,  
15 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the  
16 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and  
17 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
18 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT  
19 to unfairly compete against competitors who comply with the law.

20 62. All the acts described herein as violations of, among other things, the Industrial  
21 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
22 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
23 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
24 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

25 63. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
26 and do, seek such relief as may be necessary to restore to them the money and property which  
27 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
28

1 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
2 business practices, including earned but unpaid wages for all time worked.

3 64. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
4 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,  
5 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from  
6 engaging in any unlawful and unfair business practices in the future.

7 65. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
8 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of  
9 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a  
10 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
11 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
12 and economic harm unless DEFENDANT is restrained from continuing to engage in these  
13 unlawful and unfair business practices.

14 **THIRD CAUSE OF ACTION**

15 **Unlawful Deductions from PLAINTIFF and CLASS MEMBERS Paychecks**

16 **[Cal. Labor Code §§ 221 and 223]**

17 **(By PLAINTIFF and the CLASS LABOR CLASS Against all DEFENDANTS)**

18 66. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the  
19 allegations in the preceding paragraphs.

20 67. During the CLASS PERIOD, DEFENDANT regularly and consistently  
21 maintained corporate policies and procedures designed to reduce labor costs by reducing or  
22 minimizing the amount of compensation paid to its employees, especially overtime compensation.

23 68. DEFENDANT made deductions from PLAINTIFF and the other CLASS LABOR  
24 MEMBERS' paychecks including but limited to amounts for health insurance earned by  
25 PLAINTIFF and the other CLASS MEMBERS' during various pay periods. Further, such  
26 unlawful deductions include, but are not limited to, health insurance premiums despite  
27 DEFENDANT failing to provide health coverage to PLAINTIFF and the CALIFORNIA LABOR  
28 CLASS Members since May 1, 2022. Further, DEFENDANT from time to time unlawfully



1 deducted wages from PLAINTIFF'S and CALIFORNIA LABOR CLASS Members' pay for life  
2 insurance premiums, short and/or long term disability insurance premiums, and 401(k)  
3 contributions despite failing to ensure those deductions were properly allocated to said life  
4 insurance, short and/or long term disability insurance, and 401(k) policies.

5 69. Labor Code § 221 provides it is unlawful for any employer to collect or receive  
6 from an employee any part of wages theretofore paid by employer to employee.

7 70. Labor Code § 223 provides that where any statute or contract requires an employer  
8 to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while  
9 purporting to pay the wage designated by statute or by contract. Labor Code section 225 further  
10 provides that the violation of any provision of Labor Code §§ 221 and 223 is a misdemeanor.

11 71. As a result of the conduct alleged above, DEFENDANTS unlawfully collected or  
12 received from PLAINTIFFS and the other CLASS LABOR MEMBERS' part of the wages paid  
13 to their employees.

14 72. Wherefore, PLAINTIFFS and the other CLASS LABOR MEMBERS demand the  
15 return of all wages unlawfully deducted from the paychecks, including interest thereon, penalties,  
16 reasonable attorneys' fees, and costs of suit pursuant to Labor Code §§ 225.5 and 1194.

#### 17 **FOURTH CAUSE OF ACTION**

#### 18 **Failure To Reimburse Employees for Required Expenses**

19 **(Cal. Lab. Code §§ 2802)**

20 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR CLASS against all Defendants)**

21 73. PLAINTIFF, and the other members of the CALIFORNIA LABOR CLASS,  
22 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
23 this Complaint.

24 74. Cal. Lab. Code § 2802 provides, in relevant part, that:

25 An employer shall indemnify his or her employee for all necessary expenditures or  
26 losses incurred by the employee in direct consequence of the discharge of his or her duties,  
27 or of his or her obedience to the directions of the employer, even though unlawful, unless  
28 the employee, at the time of obeying the directions, believed them to be unlawful.

27 75. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.  
28 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR

1 CLASS members for required expenses incurred in the discharge of their job duties for  
2 DEFENDANT’S benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA  
3 LABOR CLASS members for expenses which included, but were not limited to, personal  
4 expenses incurred for the use of personal cell phones, personal home internet, and personal  
5 computers all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and  
6 other CALIFORNIA LABOR CLASS Members were required by DEFENDANT to use their own  
7 personal cell phones and personal home internet to execute their essential job duties on behalf of  
8 DEFENDANT. Further, PLAINTIFF and other CALIFORNIA LABOR CLASS Members were  
9 also required to incur personal expenses for travel, meals, and payments to various business  
10 vendors on behalf of and in furtherance of their job duties for DEFENDANT. DEFENDANT’S  
11 uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA  
12 CLASS members for expenses resulting from the use of personal cell phones, personal home  
13 internet, and personal expenses for travel, meals, and payments to various business vendors for  
14 DEFENDANT within the course and scope of their employment for DEFENDANT. These  
15 expenses were necessary to complete their principal job duties. DEFENDANT is estopped by  
16 DEFENDANT’S conduct to assert any waiver of this expectation. Although these expenses were  
17 necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR CLASS members,  
18 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR  
19 CLASS members for these expenses as an employer is required to do under the laws and  
20 regulations of California.

21 76. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred  
22 by her and the CALIFORNIA LABOR CLASS members in the discharge of their job duties for  
23 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory  
24 rate and costs under Cal. Lab. Code § 2802.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code §§ 201, 202, 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR CLASS against all Defendants)**

5 77. PLAINTIFF, and the other members of the CALIFORNIA LABOR CLASS,  
6 realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs  
7 of this Complaint.

8 78. Cal. Lab. Code § 200 provides that:

9 As used in this article:

- 10 (d) "Wages" includes all amounts for labor performed by employees of every  
11 description, whether the amount is fixed or ascertained by the standard of time,  
12 task, piece, Commission basis, or other method of calculation.  
13 (e) "Labor" includes labor, work, or service whether rendered or performed under  
14 contract, subcontract, partnership, station plan, or other agreement if the to be  
15 paid for is performed personally by the person demanding payment.

16 79. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges  
17 an employee, the wages earned and unpaid at the time of discharge are due and payable  
18 immediately."

19 80. Cal. Lab. Code § 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her  
21 employment, his or her wages shall become due and payable not later than 72 hours  
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention to  
23 quit, in which case the employee is entitled to his or her wages at the time of quitting.  
24 Notwithstanding any other provision of law, an employee who quits without providing a 72-  
25 hour notice shall be entitled to receive payment by mail if he or she so requests and  
26 designates a mailing address. The date of the mailing shall constitute the date of payment  
27 for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

28 81. There was no definite term in PLAINTIFF'S or any CALIFORNIA LABOR  
CLASS Members' employment contract.

82. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with  
Sections 201, 201.5, 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.

1 83. The employment of PLAINTIFF and many CALIFORNIA LABOR CLASS  
2 Members terminated, and DEFENDANT has not tendered payment of wages to these employees,  
3 as required by law.

4 84. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the  
5 members of the CALIFORNIA LABOR CLASS whose employment has, PLAINTIFF demand  
6 up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all  
7 employees who terminated employment during the CLASS PERIOD and demand an accounting  
8 and payment of all wages due, plus interest and statutory costs as allowed by law.

9 **SIXTH CAUSE OF ACTION**

10 **For Failure to Pay Vacation Wages**

11 **(By PLAINTIFF and CALIFORNIA LABOR CLASS Members Against Defendant)**

12 85. PLAINTIFF, and the other members of the CALIFORNIA LABOR CLASS,  
13 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs  
14 of this Complaint.

15 86. At all relevant times, California Labor Code §227.3 provides for the following:  
16 Unless otherwise Unless otherwise provided by a collective-bargaining agreement,  
17 whenever a contract of employment or employer policy provides for paid vacations,  
18 and an employee is terminated without having taken off his vested vacation time,  
19 all vested vacation shall be paid to him as wages at his final rate in accordance with  
20 such contract of employment or employer policy respecting eligibility or time  
served; provided, however, that an employment contract or employer policy shall  
not provide for forfeiture of vested vacation time upon termination. The Labor  
Commissioner or a designated representative, in the resolution of any dispute with  
regard to vested vacation time, shall apply the principles of equity and fairness.

21 87. At all times relevant, including at times throughout the four-year period preceding  
22 the filing of the original complaint, PLAINTIFF, and upon information and belief, and  
23 CALIFORNIA LABOR CLASS Members were subject to an employer policy and/or contract of  
24 employment that provided for paid vacations not otherwise provided by a collective-bargaining  
25 agreement. Upon PLAINTIFF'S and CALIFORNIA LABOR CLASS Members' separation of  
26 employment, they had not used all of their vested vacation and thus their unused, vested vacation  
27 was required to have been paid at their final rate upon separation of employment. As a result of  
28 the miscalculation, DEFENDANT violated Labor Code §227.3.

1 88. PLAINTIFF seeks, on her behalf and on behalf of the CALIFORNIA LABOR  
2 CLASS, all damages and remedies available under California Labor Code §227.3, including  
3 payment of the vacation wages at the final rate.

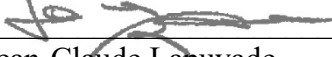
4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and  
6 severally, as follows:

- 7 1. An order determining that this action may be maintained as a class action;
- 8 2. Designation of PLAINTIFF as a class representative and PLAINTIFF'S counsel as  
9 class counsel;
- 10 3. Judgment against DEFENDANT for PLAINTIFF'S and CALIFORNIA CLASS  
11 Members' asserted causes of action;
- 12 4. Appropriate declaratory relief against DEFENDANT;
- 13 5. An award of all applicable damages;
- 14 6. Prejudgment interest;
- 15 7. An award of reasonable attorney's fees and other litigation costs; and
- 16 8. Any other relief to which PLAINTIFF and the CALIFORNIA CLASS Members  
17 may be entitled.

18  
19 DATED: July 22, 2022

**JCL LAW FIRM, APC**

20  
21 By:   
22 Jean-Claude Lapuyade  
23 Attorney for PLAINTIFF  
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**DEMAND FOR A JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: July 22, 2022

**JCL LAW FIRM, APC**

By:   
\_\_\_\_\_  
Jean-Claude Lapuyade  
Attorney for PLAINTIFF