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 11 *Class and Collective Action Members*

12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**

14 HARRIETT MITCHELL and JASON
 15 SUMMERS, individually, on behalf of
 16 others similarly situated, and on behalf of
 17 the general public,

18 Plaintiffs,

19 vs.

20
 21 CORELOGIC, INC., CORELOGIC
 22 SOLUTIONS, LLC, CORELOGIC
 23 VALUATION SOLUTIONS, INC., and
 24 DOES 1-10, inclusive

25 Defendant(s).

Case No.: 8:17-cv-02274-DOC-DFM

FIRST AMENDED COMPLAINT
CLASS AND COLLECTIVE
ACTION FOR DAMAGES,
PENALTIES, RESTITUTION, AND
INJUNCTIVE RELIEF

- (1) **Failure to Pay Overtime Compensation, Fair Labor Standards Act, 29 U.S.C. § 201, et seq.**
- (2) **Failure to Pay Overtime Compensation, California Labor Code §§ 510, 1194, and IWC Wage Order(s)**
- (3) **Failure to Provide Itemized Wage Statements, California Labor Code § 226**
- (4) **Failure to Provide and/or Authorize Meal and Rest**

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**Periods or Pay Meal or Rest
Period Premium Wages in
Violation of California Labor
Code §§ 512, 552 and 226.7,
and IWC Wage Order(s)**

- (5) Waiting Time Penalties Under California Labor Code §201-204**
- (6) Unlawful and / or Unfair Business Practices, California Business & Professions Code § 17200 et seq.**
- (7) Civil Penalties Pursuant to the Private Attorneys General Act §2698 et seq. (PAGA)**

I. PRELIMINARY STATEMENT

1. This is a collective and class action brought by Plaintiff Harriett Mitchell and Plaintiff Jason Summers, on behalf of themselves individually and on behalf of the proposed Collective and California Classes identified below. Plaintiffs and the putative class and collective action members are or were employed by Defendants CoreLogic, Inc., CoreLogic Solutions, LLC, CoreLogic Valuation Solutions, Inc., and DOES 1-10, inclusive (hereinafter and collectively, “CoreLogic” or “Defendants”) as Appraisers, Valuation Solutions Appraisers, Staff Appraisers, Residential Appraisers, and other similar positions (hereinafter and collectively, “Appraisers”).

2. As Appraisers, Plaintiffs and the putative class and collective action members are or were hourly employees who are or were eligible to receive

1 nondiscretionary incentive payments, which relate to performance based on the total
2 amount vendors bill to Defendants for jobs Appraisers complete or completed in that
3 production month (*i.e.*, “billings”).

4 3. Appraisers should have received overtime pay consistent with the
5 requirements of federal and state wage and hour laws, but did not. These employees
6 are similarly situated under Federal Rule of Civil Procedure 23 and the Fair Labor
7 Standards Act (“FLSA”), 29 U.S.C. § 216(b).

8 4. The Proposed Collective Class is made of all persons who are or have
9 been employed by Defendants as Appraisers in the United States within three years
10 prior to this action’s filing date through the date of final disposition of this action
11 (the “Collective Class Period”).

12 5. The Proposed California Class is made up of all persons who are or
13 have been employed by Defendants as Appraisers in the State of California within
14 four years prior to this action’s filing date through the date of final disposition of
15 this action (the “California Class Period”).

16 6. The Proposed California Penalties Subclass is made up of all Proposed
17 California Class members who are have been employed by Defendants within one
18 year prior to this action’s filing date through the final disposition of this action.

19 7. The Proposed California Waiting Time Penalties Subclass is made up
20 of all California Class Members who no longer work for CoreLogic and have not
21 worked for CoreLogic for more than 72 hours within three years prior to the filing
22 of the initial Complaint through the final disposition of this case.

23 8. During the Collective Class Period and the California Class Period,
24 Defendants failed to pay appropriate overtime compensation to each member of the
25 Collective Class and California Class as required by federal and state law, and failed
26 to pay appropriate meal and rest period compensation to each member of the
27 California Class as required by state law. Plaintiffs seek relief for the Proposed
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1 California Class pursuant to applicable state law, rules, regulations, and Wage
2 Orders of the Industrial Welfare Commission (“IWC”). The relief sought, which
3 additionally includes restitutionary and injunctive relief, is to remedy Defendants’
4 failure to pay appropriate overtime and meal and rest period premiums, maintain
5 accurate time records, and issue accurate itemized wage statements, warranting
6 waiting time and PAGA penalties.

7 **II. THE PARTIES**

8 9. Representative Plaintiff Harriett Mitchell resides in Los Angeles
9 County, California. She began her employment with CoreLogic as an Appraiser on
10 or around October 1, 2015. She conducts appraisals for CoreLogic throughout Los
11 Angeles County, and reports to CoreLogic’s Irvine, California office in Orange
12 County. Plaintiff Mitchell brings her claims on behalf of herself and the Proposed
13 Collective and California Classes. A written consent form for Plaintiff Mitchell is
14 attached as Exhibit A to this Complaint.

15 10. Representative Plaintiff Summers resides in Kern County, California.
16 He began his employment with CoreLogic as an Appraiser on or around October 1,
17 2015, and ended employment on or around July 15, 2017. He conducted appraisals
18 for CoreLogic throughout Kern County, and his compensation came from
19 CoreLogic’s Irvine, California office in Orange County. Plaintiff Summers brings
20 his claims on behalf of himself and the Proposed Collective and California Classes.
21 A written consent form for Plaintiff Summers is attached as Exhibit B to this
22 Complaint.

23 11. Upon information and belief, Defendant CoreLogic, Inc. is a Delaware
24 Corporation that does business in and maintains offices in many states throughout
25 the United States, including California. The principal executive business office for
26 CoreLogic, Inc. is located in Irvine, California. The California Secretary of State
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1 Statement of Information (“SOI”) for CoreLogic, Inc., filed May 19, 2017, is
2 attached as Exhibit C to this Complaint.

3 12. Upon information and belief, Defendant CoreLogic Solutions, LLC is
4 registered in California and does business in and maintains offices in many states
5 throughout the United States in addition to California. Upon information and belief,
6 Defendant CoreLogic Solutions, LLC is a subsidiary of CoreLogic, Inc. CoreLogic
7 Solutions, LLC operates a principal business office in Irvine, California, which
8 shares the same address as the executive business office of CoreLogic, Inc.
9 CoreLogic Solutions, LLC designates CoreLogic, Inc. as “Manager” (or “Member”)
10 in Section 5 of its California SOI. The California SOI for CoreLogic Solutions, LLC,
11 filed November 10, 2017, is attached as Exhibit D to this Complaint.

12 13. Upon information and belief, Defendant CoreLogic Valuation
13 Solutions, Inc. is registered in California and does business in and maintains offices
14 in many states throughout the United States in addition to California. Defendant
15 CoreLogic Valuation Solutions, Inc. operates a principal business office in Irvine,
16 California, which shares the same address as the principal executive business office
17 of CoreLogic, Inc. and the principal business office of CoreLogic Solutions, LLC.
18 CoreLogic Valuation Solutions, Inc. is the entity named on Appraisers’ wage
19 statements. The California SOI for CoreLogic Valuation Solutions, Inc., filed May
20 18, 2017, is attached as Exhibit E to this Complaint.

21 14. Defendants Does 1-10, inclusive, are sued herein under fictitious
22 names. Their true names and capacities are unknown to Plaintiffs. When their true
23 names and capacities are ascertained, Plaintiffs will amend this complaint by
24 inserting their true names and capacities herein. Plaintiffs are informed and believes
25 and thereon allege that each of the fictitiously-named Defendants are responsible in
26 some manner for the occurrences herein alleged, and that the damages of Plaintiffs
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1 and the putative class and collective action members herein alleged were
2 proximately caused by such Defendants.

3 15. Plaintiffs are informed, believes, and thereon allege that each
4 Defendant herein was at all times relevant to this action the agent, employee,
5 representative partner, and/or joint venturer of the remaining Defendants and was
6 acting within the course and scope of the relationship. Plaintiffs are further informed,
7 believe, and thereon alleges that each Defendant herein gave consent to, ratified and
8 authorized the acts alleged herein to the remaining Defendants.

9 **III. JURISDICTION AND VENUE**

10 16. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331,
11 as this case is brought under the FLSA, 29 U.S.C. §§ 207, 216(b). The
12 Representative Plaintiffs have signed a consent form to join this lawsuit, attached
13 hereto as Exhibits A and B. This Court also has supplemental jurisdiction over
14 Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

15 17. Venue is proper in the United States District Court for the Central
16 District of California pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part
17 of the events giving rise to the claims set forth herein occurred in this district.

18 **IV. FACTUAL ALLEGATIONS**

19 18. As Appraisers, Plaintiffs and the putative class and collective action
20 members conduct or conducted residential appraisals for CoreLogic.¹

21 19. CoreLogic assigns Appraisers detailed production orders that include
22 vendor specifications and CoreLogic-determined deadlines by which Appraisers are
23 to complete the production orders (*i.e.* turnaround appraisals). An appraisal includes
24 _____

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26 ¹ Though Defendants no longer employ some Appraisers, the pleadings will
27 proceed hereafter in the present tense.
28

1 property research, scheduling with customers, preparation of materials for
2 inspections, conducting the onsite inspections, and drafting, finalizing, and
3 submitting reports.

4 20. Appraisers are hourly employees who are eligible to receive
5 nondiscretionary incentive production bonuses (“incentive payments”), which are
6 based on Appraisers’ billings and hours worked during the performance period.

7 21. CoreLogic pays each Appraiser an hourly wage on a bi-weekly basis.
8 During each bi-weekly pay period, CoreLogic owes an Appraiser’s overtime based
9 on 1.5 times (or 2 times for double time) his or her base hourly rate of pay.

10 22. CoreLogic pays each Appraiser’s incentive payment on a monthly
11 basis, and the value of the incentive payment is based on the work an Appraiser
12 completes the month prior.

13 23. The bi-weekly pay period and the incentive payment pay period do not
14 always align.

15 24. At the end of each month, when CoreLogic pays Appraisers’ incentive
16 payments, CoreLogic also pays Appraisers a co-efficient of their overtime, which is
17 an amount prorated across the incentive performance period that CoreLogic pays to
18 Appraisers, supposedly to account for the amount an Appraiser’s regular rate has
19 increased due to the Appraiser’s incentive payment for that performance period.

20 25. Generally, CoreLogic calculates an Appraiser’s incentive bonus using
21 the following formula:

22 **Total Incentive = Eligible Billings × Incentive Tier × OnTime Modifier**
23

24 26. To get to this final formula, CoreLogic uses a multiple-step process.
25 First, to be eligible for incentive pay, Appraisers must meet a minimum monthly
26 billing threshold. If an Appraiser does not meet the threshold, he or she does not earn
27

1 an incentive payment. A threshold is initially set at \$7,500 and reduced by \$350 for
 2 each **Non-Production Day** (“NPD”) within the production period. Upon
 3 information and belief, a NPD is a full-day time off period and includes paid time
 4 off, Company holidays, and other approved leave. After these adjustments, an
 5 Appraiser then has **Eligible Billings**, the formula for which is below:

$$\text{Eligible Billings} = \text{Total Staff Appraiser Billings} - (\$7,500 - \text{NPDs})$$

6
 7
 8 For example, if an Appraiser billed \$20,000 during a performance period, and
 9 assuming two NPDs within the period, my Eligible Billings would be calculated as
 10 follows:
 11

$$\text{Eligible Billings} = \$20,000 - (\$7,500 - (2 \times \$350)) = \$13,200$$

12
 13
 14 27. After determining an Appraiser’s Eligible Billings, CoreLogic
 15 determines an Appraiser’s **Incentive Tier** (%). To do so, CoreLogic determines an
 16 Appraiser’s **Efficiency Tier** and applies that to a CoreLogic-created Billing and
 17 Efficiency Table. Below are the Efficiency Tier formula and Billing and Efficiency
 18 Table (**Table 1**):

$$\text{Efficiency Tier} = \frac{\text{Appraiser Billings}}{\text{Total Hour Worked}}$$

Tier	Staff Appraiser Billings	Efficiency <\$70	Efficiency \$70-\$99.99	Efficiency \$100-\$129.99	Efficiency >\$130
1	Below Threshold (<\$7,500)	0%	0%	0%	0%
2	\$7,500 - \$10,499	15%	17%	19%	20%
3	\$10,500 - \$16,999	28%	36%	39%	40%
4	\$17,000 - \$24,999	29%	38.5%	43%	43.5%
5	> \$25,000	31%	39%	44%	44.5%

Table 1: CoreLogic Billing and Efficiency Table

For example, if an Appraiser billed \$20,000 and worked a total of 200 hours that period, his or her Efficiency Tier would be calculated as follows:

$$\text{Efficiency Tier} = \frac{\$20,000}{200 \text{ hours}} = \$100/\text{hour}$$

Then using Table 1, with billings at \$20,000 and an Efficiency Tier of \$100 per hour place, that Appraiser has an Incentive Tier of 43%.

28. Finally, after calculating an Appraisers Eligible Billings and Efficiency Tier, CoreLogic then applies what it calls an On-Time/Service Level Agreement Modifier (“**On-Time/SLA Modifier**”). The On-Time/SLA Modifier is the percentage of time that an Appraiser delivers an acceptable valuation product on or before the vendor due date and the CoreLogic-established deadline, as detailed within the assigned production order (“On-Time Percentage”). To obtain the On-Time/SLA Modifier, CoreLogic applies the On-Time Percentage to another Table populated with CoreLogic’s subjective production goals. The On-Time Modifier Table (**Table 2**) is as follows:

On-Time/SLA %	Wrapper
<90%	0%
90%-97.99%	1%
98%+	2.5%

Table 2: CoreLogic On-Time Modification Table

If an Appraiser has an On-Time Percentage of 90% to 97.99% then a 1% modifier will be applied to the gross incentive pay (101%). For an On-Time Percentage of 98% or greater, a 2.5% modifier will be applied to the gross incentive pay (102.5%).

1 Using the above examples, and assuming an On-Time Modifier of 2.5%, the
2 Total Incentive Pay is calculated as follows:

$$3 \quad \textbf{Total Incentive Pay} = \textbf{\$13,200} \times \textbf{43\%} \times \textbf{102.5\%} = \textbf{\$5,817.90}$$

4
5 29. Defendant's incentive pay scheme diminishes Appraisers' incentive
6 pay during weeks Appraisers work overtime, and thus, reduces the regular rate of
7 pay, all of which is required for the computation of overtime. As shown in the
8 Efficiency Tier Formula, overtime hours are included in the Total Hours Worked:
9

$$10 \quad \textbf{Efficiency Tier} = \frac{\textbf{Appraiser Billings}}{\textbf{Total Hour Worked}} = \frac{\textbf{Appraiser Billings}}{\textbf{Nonovertime Hours} + \textbf{Overtime Hours}}$$

11
12 As such, rather than the denominator only including the number of non-
13 overtime hours actually worked in the relevant performance period, overtime hours
14 are also included as a divisor in CoreLogic's formula for purposes of calculating the
15 per hour value of Defendants' incentive bonus. As overtime hours increase, the
16 Efficiency Tier decreases. Thus, as the Efficiency Tier decreases, so too does the
17 Incentive Tier (based on **Table 1** above), which is a direct multiplier in determining
18 Appraiser's Total Incentive Pay. **Therefore, Incentive Pay decreases by a factor**
19 **of overtime hours worked**, by way of the diminished Incentive Tier.
20

21 For example, if an Appraiser's billings total \$20,000 and he or she reported
22 160 hours of non-overtime and 40 hours of overtime, then his or her Efficiency Tier
23 would be \$100/hour, giving he or she an Incentive Tier of 43% (based on **Table 1**
24 above). However, in that same scenario if an Appraiser reported an additional 40
25 hours of overtime (*i.e.*, 80 hours of overtime total) during that performance period,
26 his or her Efficiency Tier would drop to approximately \$83/hour, giving he or she
27 an Incentive Tier of 38.5%, and thus reducing his or her Total Incentive Pay by 4.5%
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1 (or \$608.85), which essentially diminishes the Appraiser's regular rate that is used
2 for the purposes of calculating overtime pay.

3 30. Furthermore, the co-efficient overtime, which CoreLogic pays at the
4 end of each month in an attempt to account for the increase in regular rate based on
5 the incentive pay, also diminishes Appraisers' regular rate of pay.

6 31. The co-efficient overtime CoreLogic uses to account for Appraisers'
7 increased regular rate as a result of the incentive pay is calculated as follows, upon
8 information and belief:

$$9 \quad \text{Co - Efficient Overtime} = \frac{\text{Total Incentive}}{\text{Total Hours Worked}} \times 50\% \times \text{Overtime Hours}$$

10
11 32. Similar to the Efficiency Tier formula above, overtime is also included
12 as a divisor in CoreLogic's co-efficient overtime formula for purposes of calculating
13 the per hour value of the regular rate increase according to Defendants' incentive
14 pay. As such, the co-efficient decreases in weeks where Appraisers work more
15 overtime, and thus diminishing the Appraiser's regular rate used for the purposes of
16 calculating overtime pay.

17 33. Upon information and belief, CoreLogic's incentive compensation
18 scheme induces Appraisers to under-report their overtime hours. Plaintiffs and
19 putative class and collective action members, according to Plaintiffs, routinely
20 underreport their hours, and instead work on their "own time" to complete their work
21 on-time. Plaintiff Mitchell has discussed this system with other Appraisers and her
22 previous supervisors and understands that under-reporting is a common practice
23 amongst CoreLogic Appraisers. Upon information and belief, CoreLogic knew of
24 this under-reporting.

25 34. Upon information and belief, Appraisers are frequently required to
26 work far in excess of forty hours per week and eight hours a day to meet CoreLogic's
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1 deadlines and generate sufficient billings to meet CoreLogic’s threshold for earning
2 incentive bonus pay.

3 35. Upon information and belief, Appraisers regularly work more than six
4 days a week because of deadlines and customer scheduling constraints. Upon
5 information and belief, CoreLogic imposes no company policy or practice of
6 requiring a day-off and/or communicating such a policy to customers.

7 36. Appraisals are time-intensive and include research/preparation,
8 scheduling with the customer, conducting the onsite inspection, and completing the
9 report. During weekdays, an Appraiser can have as many as four to eight on-site
10 inspections a day, and those inspections alone can take up to eight hours. In the same
11 day, Appraisers must also draft and finalize appraisal reports from previous
12 inspections and research properties set for inspection the following day. The amount
13 of work often puts additional pressure on Appraisers to work overtime.

14 37. CoreLogic regularly monitors Appraisers’ workflow to be sure they are
15 meeting appraisal deadlines (*i.e.*, turnaround times or TAT). CoreLogic primarily
16 uses one of two computer systems to assign Appraisers valuation projects—
17 Appraisal Port or VSS—and these systems display when Appraisers have not met
18 deadlines.

19 38. Upon information and belief, when CoreLogic uses Appraisal Port to
20 assign appraisals to Appraisers, Appraisers have about five to seven days to turn
21 around the appraisal. When CoreLogic uses VSS to assign appraisals to Appraisers,
22 Appraisers can have as few as two days to complete the appraisal.

23 39. Failure to meet CoreLogic’s deadlines for completing production
24 orders can result in discipline, including, but not limited to, verbal warnings, write-
25 ups, and/or termination. If an Appraiser fails to meet deadlines assigned via VSS,
26 CoreLogic reduces the number of assignments it gives to that Appraiser, which takes
27 away his or her billing opportunities.

1 40. Because of tight production deadlines and demanding workloads,
2 Plaintiffs and putative class and collective action members were routinely unable to
3 take lawful meal and rest breaks.

4 41. Upon information and belief, CoreLogic does not maintain a policy that
5 provides lawful meal and rest periods to Appraisers.

6 42. Appraisers' wage statements have no standardized section showing
7 premiums paid for missed meal or rest periods. Upon information and belief,
8 Appraisers have no way to record missed rest periods, and CoreLogic does not pay
9 Appraisers premiums for the days Appraisers are not provided meal and/or rest
10 breaks.

11 43. Moreover, Appraisers' bi-weekly wage statements and incentive bonus
12 wage statements do not state Appraisers' regular rate of pay, which must be greater
13 than the hourly rate presently reflected on Appraisers' wage statements as it must
14 include the full incentive bonus in addition to the bi-weekly wages for the calculation
15 of overtime.

16 44. The incentive bonus wage statements CoreLogic issues Appraisers at
17 the end of each month state neither the start-date nor the end-date of the pay period
18 that relates to the incentive bonus pay.

19 45. The incentive bonus wage statements CoreLogic issues Appraisers at
20 the end of each month do not state the total number of hours Appraisers work during
21 the incentive performance period that relate to the incentive bonus pay.

22 46. The incentive bonus wage statements CoreLogic issues Appraisers at
23 the end of each month do not state the number of overtime hours CoreLogic used to
24 calculate Appraisers' co-efficient overtime on the incentive bonus pay.

25 47. Upon information and belief, Appraisers cannot ascertain which days
26 and/or hours relate to their incentive bonus or the co-efficient overtime payment
27 using their wage statements alone.

1 48. Upon information and belief, Appraisers are not able to understand how
2 CoreLogic calculates their incentive bonus and/or their co-efficient overtime
3 payments using the information provided on their wage statements.

4 49. Upon information and belief, from approximately October 2015 to
5 approximately October 2016, prior to implementing the incentive pay scheme
6 discussed above, CoreLogic issued wage statements that did not include information
7 necessary for Appraiser to ascertain their rate of pay.

8 50. Prior to instituting the incentive pay scheme above, CoreLogic paid
9 Appraisers a commission on Appraisers' gross appraisal revenues that exceeded a
10 minimum revenue requirement.

11 51. Upon information and belief, during the time CoreLogic paid
12 Appraisers on a commission basis, Appraisers' overtime pay was based on 1.5 times
13 (or 2 times for double time) their base hourly rate of pay and a co-efficient overtime
14 of their commission.

15 52. Upon information and belief, CoreLogic paid Appraisers the co-
16 efficient overtime on their commission at the end of every month.

17 53. From approximately October 2015 to October 2016, upon information
18 and belief, Appraisers' bi-weekly wage statements and commission wage statements
19 did not state Appraisers' regular rate, which must be greater than the hourly rate
20 reflected on Appraisers' wage statements as it must include the full commission in
21 addition to the bi-weekly wages for the calculation of overtime.

22 54. The commission wage statements CoreLogic issued Appraisers at the
23 end of each month stated neither the start-date nor the end-date for the pay period
24 that related to the commission earnings.

25 55. The commission wage statements CoreLogic issued Appraisers at the
26 end of each month did not state the total number of hours Appraisers worked during
27 the commission performance periods.

1 56. The commission wage statements, which were to include a co-efficient
2 overtime payment, did not state the number of overtime hours CoreLogic used to
3 calculate Appraisers' co-efficient overtime on the commission.

4 57. Upon information and belief, using their wage statements alone,
5 Appraisers were not able to understand how CoreLogic calculated the co-efficient
6 overtime for their commission.

7 58. Upon information and belief, from approximately October 2015 to
8 present, Appraisers have not been able to ascertain their regular rate of pay for each
9 pay period using their wage statements alone. As such, Appraisers, upon information
10 and belief, have not been able tell from their wage statements alone whether
11 CoreLogic has been paying them correctly.

12 59. Upon information and belief, Defendants knew that Plaintiffs and the
13 putative class and collective action members performed work that required overtime
14 pay for which a regular rate was required for the purposes of calculation.

15 60. Defendants' conduct, as set forth in this Complaint, was willful and in
16 bad faith, and have caused significant damages to Plaintiffs and the putative class
17 and collective action members.

18 **V. COLLECTIVE ACTION ALLEGATIONS**

19 61. Plaintiffs bring this action on behalf of themselves and other similarly
20 situated employees in the Proposed Collective Class (as defined in paragraph 4,
21 *supra*) as authorized under the FLSA, 29 U.S.C. § 216(b). Plaintiffs' consent forms
22 are attached hereto as Exhibits A and B.

23 62. Upon information and belief, Defendants suffered and permitted
24 Plaintiffs and the Collective Class to work more than forty hours per week without
25 appropriate overtime compensation.

26 63. Defendants' unlawful conduct has been widespread, repeated, and
27 consistent.

1 64. Defendants are liable under the FLSA for failing to properly
2 compensate Plaintiff and the Collective Class, and as such, notice should be sent to
3 the Collective Class. There are numerous similarly situated current and former
4 employees of Defendants who have been denied overtime pay in violation of the
5 FLSA who would benefit from the issuance of a Court-supervised notice of the
6 present lawsuit and the opportunity to join in the present lawsuit. Those similarly-
7 situated employees are known to Defendants and are readily identifiable through
8 Defendants' records.

9 **VI. CALIFORNIA CLASS ALLEGATIONS**

10 65. Plaintiffs bring this action as a class action pursuant to Rule 23 of the
11 Federal Rules of Civil Procedure on behalf of the Proposed California Class (as
12 defined in paragraph 5, *supra*) and the proposed subclasses (as defined in paragraphs
13 6 and 7, *supra*).

14 66. Plaintiffs, on behalf of themselves and the Proposed California Class
15 (and Subclasses), allege and incorporate by reference the allegations in the preceding
16 paragraphs.

17 67. Numerosity: The Proposed California Class (and the Proposed
18 California Subclasses) is so numerous that joinder of all members is impracticable.
19 Plaintiffs are informed and believe, and on that basis allege, that during the relevant
20 time period, Defendants employed at least several dozen people who are
21 geographically dispersed and who satisfy the definition of the Proposed California
22 Class (and Subclasses).

23 68. Typicality: Plaintiffs' claims are typical of the members of the
24 Proposed California Class. Plaintiffs are informed and believe that Appraisers
25 routinely worked more than eight hours per day and more than 40 hours per week
26 during the Class Period. Plaintiffs have/had the same duties and responsibilities as
27 other Class members and has/have been subject to Defendants' policy and practice
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1 of: improperly failing to pay appropriate overtime compensation for all hours
2 worked; failing to provide meal and rest periods, and failing to maintain accurate
3 records of hours worked by the Proposed California Class.

4 69. Plaintiffs are typical of the California Penalties Subclass, in that they
5 was employed by Defendants within one year prior to the filing of this suit, and
6 Defendants failed to issue them accurate and complete itemized wage statements in
7 violation of the Labor Code, and are therefore entitled to Penalties.

8 70. Plaintiff Summers is typical of the California Waiting Time Subclass,
9 in that he was employed by Defendants within three years prior to the filing of this
10 suit, and Defendants failed to pay him all proper wages within 72 hours of his
11 termination.

12 71. Superiority: A class action is superior to other available methods for the
13 fair and efficient adjudication of this controversy, particularly in the context of wage
14 and hour litigation where individual plaintiffs lack the financial resources to
15 vigorously prosecute separate lawsuits in federal court against large corporate
16 defendants, and fear retaliation and “blackballing” in their industry. Prosecuting
17 dozens of identical individual lawsuits statewide does not promote judicial
18 efficiency, equity, or consistency in judicial results.

19 72. Adequacy: Plaintiffs will fairly and adequately protect the interests of
20 the Proposed California Class (and the Proposed Subclasses), have no conflicts with
21 the Proposed California Class’s interests, and have retained counsel experienced in
22 complex wage and hour class and collective action litigation.

23 73. Commonality: Common questions of law and fact exist as to all
24 members of the Proposed California Class and predominate over any questions
25 solely affecting individual members of the Proposed California Class, including but
26 not limited to:

- 1 A. Whether Defendants unlawfully failed to fully pay appropriate
- 2 overtime compensation to members of the Proposed California
- 3 Class in violation of state wage laws;
- 4 B. Whether Defendants failed to pay required meal and rest period
- 5 premiums;
- 6 C. Whether Defendants failed to keep accurate records for all hours
- 7 worked by the Plaintiff and the Proposed California Class in
- 8 violation of state wage laws;
- 9 D. The proper measure of damages sustained by the Proposed
- 10 California Class; and
- 11 E. Whether Defendants' actions were "willful."

12 74. Common questions of law and fact exist as to all members of the
13 Proposed California Penalties Subclass, and predominate over any questions solely
14 affecting individual members of that Subclass, including but not limited to:

15 Whether Defendants provided adequate and complete itemized wage
16 statements, as to the Plaintiffs and the California Penalties Subclass,
17 pursuant to applicable state wage laws; and

18
19 Whether Defendants are culpable for PAGA penalties arising from
20 wage violations against the Plaintiffs and California Penalties Subclass.

21
22 75. Common questions of law and fact exist as to all members of the
23 Proposed California Waiting Time Subclass, and predominate over any questions
24 solely affecting individual members of that Subclass, including but not limited to:

25
26 Whether Defendants paid all wages due within 72 hours of termination.

1 76. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1)
2 because prosecution of actions by or against individual members of the class would
3 result in inconsistent or varying adjudications and create the risk of incompatible
4 standards of conduct for Defendants. Further, adjudication of each individual
5 member’s claim as a separate action would be dispositive of the interest of other
6 individuals not party to this action, impeding their ability to protect their interests.

7 77. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3)
8 because questions of law and fact common to the Proposed California Class (and
9 Subclasses) predominate over any questions affecting only individual members of
10 the Proposed California Class (and Subclasses), and because a class action is
11 superior to other available methods for the fair and efficient adjudication of this
12 litigation. Defendants’ common and uniform policies and practices denied the
13 Proposed California Class members the overtime pay to which they are entitled. The
14 damages suffered by the individual Proposed California Class members (and
15 Subclass members) are small compared to the expense and burden of individual
16 prosecution of this litigation. Upon information and belief, Proposed California
17 Class members (and Subclass members) fear workplace retaliation and being
18 “blackballed” from obtaining future employment in the appraisal industry. In
19 addition, class certification is superior because it will obviate the need for unduly
20 duplicative litigation that might result in inconsistent judgments about Defendants’
21 practices.

22 78. Plaintiffs intend to send notice to all members of the Proposed
23 California Class to the extent required by Rule 23. The names and addresses of the
24 members of the Proposed California Class are available from Defendants.

25 **VII. CLASS AND COLLECTIVE ACTION CLAIMS FOR RELIEF**

26 **FIRST CLAIM FOR RELIEF**

27 **Failure to Pay Overtime Compensation in Violation of the Fair Labor**
28

1 **Standards Act**

2 **(On Behalf of Plaintiff and the Proposed Collective Class)**

3 79. Plaintiffs, on behalf of themselves and the Proposed Collective Class,
4 allege and incorporate by reference the allegations in the preceding paragraphs.

5 80. Plaintiffs consent in writing to be a party to this action, pursuant to 29
6 U.S.C. § 216(b). Plaintiffs' written consent forms are attached hereto as Exhibits A
7 and B. Plaintiffs anticipate that other individuals will continue to submit consent
8 forms and join as plaintiffs.

9 81. At all relevant times, each Defendant has been, and continues to be, an
10 "employer" engaged in interstate commerce or the production of goods for
11 commerce, within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times,
12 Defendants have employed and/or continue to employ employees, including
13 Plaintiffs and the Collective Class. At all relevant times, upon information and
14 belief, Defendants have had gross operating revenues in excess of \$500,000.

15 82. The FLSA, 29 U.S.C. § 207(a), requires a covered employer, such as
16 Defendants, to compensate all non-exempt employees at a rate of not less than one
17 and one-half times the *regular rate* of pay for work performed in excess of forty
18 hours per work week. The regular rate must reflect all payments that the parties have
19 agreed shall be received regularly during the workweek, exclusive of overtime
20 payments. When an employer forgoes discretion in awarding incentives to its
21 employees, the incentive pay must be included in the regular rate of pay. 29 C.F.R.
22 § 778.211(b). Non-discretionary incentive pay cannot be designed to decrease in
23 proportion to an increase in the number of overtime hours worked because an
24 agreement, practice, or device that lowers the hourly rate during statutory overtime
25 hours or weeks when statutory overtime is worked is expressly prohibited, under 29
26 C.F.R. §778.

1 83. During their employment with Defendants, within the applicable statute
2 of limitations, Plaintiffs and the other Collective Class members worked in excess
3 of forty hours per workweek. Despite the hours worked by Plaintiffs and the
4 Collective Class members, Defendants willfully, in bad faith, and in knowing
5 violation of the FLSA, failed and refused to pay them the appropriate overtime
6 compensation for all the hours worked in excess of forty in a week. Defendants failed
7 to pay all overtime wages due under federal law by employing an incentive
8 compensation scheme that diminishes Appraisers' incentive pay during weeks
9 overtime is worked, and thus, failing to fully include Appraisers' nondiscretionary
10 incentive pay in its computation of regular rate for the purposes of calculating
11 Appraisers' overtime. Defendants also failed to pay all overtime wages due under
12 federal law by knowingly inducing Appraisers to under-report their overtime hours
13 and not paying Appraisers for those hours it suffered or permitted Appraisers to
14 work.

15 84. Moreover, by failing to accurately record, report, and/or preserve
16 records of hours worked by Plaintiffs and the Collective Class, Defendants have also
17 failed to make, keep, and preserve records with respect to each of its employees
18 sufficient to determine their wages, hours, and other conditions and practice of
19 employment, in violation of the FLSA, 29 U.S.C. § 201 *et seq.*

20 85. The foregoing conduct, as alleged, constitutes a willful violation of the
21 FLSA, within the meaning of 29 U.S.C. § 255(a).

22 86. Plaintiffs, on behalf of themselves and the Collective Class, seek
23 damages in the amount of their respective unpaid overtime compensation, liquidated
24 damages from three years immediately preceding the filing of this action, plus
25 interest and costs as allowed by law, pursuant to 29 U.S.C. §§ 216(b) and 255(a),
26 and such other legal and equitable relief as the Court deems just and proper.

1 87. Plaintiffs, on behalf of themselves and the Collective Class, seek
2 recovery of attorneys' fees and costs to be paid by Defendants, as provided by the
3 FLSA, 29 U.S.C. § 216(b).

4 **SECOND CLAIM FOR RELIEF**

5 **Failure to Pay Overtime Compensation in Violation of California Law**
6 **(On Behalf of Plaintiff and the Proposed California Class)**

7 88. Plaintiffs, on behalf of themselves and the Proposed California Class,
8 allege and incorporate by reference the allegations in the preceding paragraphs.

9 89. At all relevant times herein, IWC Wage Order No. 4 (8 C.C.R. § 11040)
10 and California Labor Code § 510 requires an employer, like Defendants, to pay
11 overtime premiums for hours worked in excess of eight in a given workday, forty in
12 a given workweek, or on the seventh day worked in a single workweek at the rate of
13 no less than one and one-half times the regular rate of pay for an employee.

14 90. Plaintiffs are informed and believes, and thereon allege, that members
15 of the California Class worked in excess of eight hours per day, forty hours per week,
16 and six days per week, and Defendants unlawfully failed to pay members of the
17 California Class the proper overtime compensation required in violation of IWC
18 Wage Order 4 (8 C.C.R. § 11040) and California Labor Code § 510. Pursuant to
19 California Labor Code § 1194, Plaintiffs and the other Class members are entitled to
20 recover their unpaid overtime compensation. Defendants failed to pay all overtime
21 wages due under California law by using a bonus calculation formula that reduces
22 employee bonuses by a factor of the employee's overtime hours and thereby
23 reducing Appraisers' regular rate used for the purposes of calculating overtime.
24 Defendants also failed to pay Appraisers overtime for hours Defendants knew went
25 unreported.

26 91. As a direct and proximate result of Defendant's unlawful conduct, as
27 set forth herein, Plaintiffs and the Proposed California Class have sustained
28

1 damages, including loss of earnings for hours of overtime worked on behalf of
2 Defendants, in an amount to be established at trial, plus damages, interest, attorneys'
3 fees and costs.

4 **THIRD CLAIM FOR RELIEF**

5 **Failure to Provide Accurate Itemized Wage Statements**

6 **(On Behalf of Plaintiffs and the Proposed California Penalties Subclass)**

7 92. Plaintiffs, on behalf of themselves and the Proposed California
8 Penalties Subclass, allege and incorporate by reference the allegations in the
9 preceding paragraphs.

10 93. California Labor Code § 226(a) provides that, at the time of each
11 payment of wages, an employer shall provide each employee with a wage statement
12 itemizing, among other things, gross and net wages earned, the date of the period for
13 which the employee is paid, and all applicable hourly rates in effect during the pay
14 period and the corresponding number of hours worked at each hourly rate by the
15 employee. California Labor Code § 226(e) provides that an employee suffering
16 injury as a result of a knowing and intentional failure by an employer to comply with
17 Labor Code § 226(a) may recover the greater of his or her actual damages or a
18 penalty of \$50 for the initial pay period in which a violation occurs and \$100 per
19 employee for each violation in a subsequent pay period (up to a maximum of
20 \$4,000), in addition to attorneys' fees and costs.

21 94. Defendants knowingly and intentionally failed to provide timely,
22 accurate, itemized wage statements including, *inter alia*, gross and net wages earned
23 based on the total hours worked by Appraisers, the date of the period for which
24 Appraisers were paid their incentive pay, and all applicable hourly rates in effect
25 during the pay period and the corresponding number of hours worked at each hourly
26 rate of each Appraiser. Such failure caused injury to Plaintiffs and the Proposed
27 Subclass members, by, among other things, impeding them from knowing their total
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1 hours worked, their regular rate of pay for each pay period, and the amount of wages
2 to which they are and were entitled. Plaintiffs and the Proposed Subclass are
3 therefore entitled to the damages and penalties provided for under Labor Code
4 § 226(e). Additionally, pursuant to Code of Civil Procedure § 1021.5, *inter alia*,
5 Plaintiffs and the Proposed Subclass are entitled to attorneys' fees and costs.
6 Pursuant to Labor Code § 226(h), Plaintiffs are also entitled to seek injunctive relief
7 requiring Defendants to comply with Labor Code § 226(a).

8 **FOURTH CLAIM FOR RELIEF**

9 **Failure to Provide Rest Break and Meal Period Premiums**
10 **(On Behalf of Plaintiff and the Proposed California Class)**

11 95. Plaintiffs, on behalf of themselves and the Proposed California Class,
12 allege and incorporate by reference the allegations in the proceeding paragraphs.

13 96. California Labor Code § 512 prohibits an employer from employing an
14 employee for a work period of more than five hours per day without providing the
15 employee with a meal period of not less than thirty minutes, or for a work period of
16 more than ten hours per day without providing the employee with a second meal
17 period of not less than thirty minutes.

18 97. Section 11 of Wage Order No. 4 provides (and at all times relevant
19 hereto provided) in relevant part that:

20 (A) No employer shall employ any person for a work period of
21 more than five (5) hours without a meal period of not less than
22 30 minutes, except that when a work period of not more than six
23 (6) hours will complete the day's work the meal period may be
24 waived by mutual consent of the employer and the employee.
25 Unless the employee is relieved of all duty during a 30 minute
26 meal period, the meal period shall be considered an "on duty"
27 meal period and counted as time worked. An "on duty" meal
28 period shall be permitted only when the nature of the work
prevents an employee from being relieved of all duty and when
by written agreement between the parties an on-the-job paid

1 meal period is agreed to. The written agreement shall state that
2 the employer may, in writing, revoke the agreement at any time.

3 (B) If an employer fails to provide an employee a meal period in
4 accordance with the applicable provisions of this order, the
5 employer shall pay the employee one (1) hour of pay at the
6 employee's regular rate of compensation for each workday that
the meal period is not provided.

7 98. Section 12 of Wage Order No. 4 provides (and at all times relevant
8 hereto provided) in relevant part that:

9 (A) Every employer shall authorize and permit all employees to take
10 rest periods, which insofar as practicable shall be in the middle of each
11 work period. The authorized rest period time shall be based on the total
12 hours worked daily at the rate of ten (10) minutes net rest time per four
13 (4) hours of major fraction thereof. However, a rest period need not be
14 authorized for employees whose total daily work time is less than three
and one-half (3½) hours. Authorized rest period time shall be counted
as hours worked for which there shall be no deduction from wages.

15 (B) If an employer fails to provide an employee a rest period in
16 accordance with the applicable provisions of this order, the employer
17 shall pay the employee one (1) hour of pay at the employee's regular
18 rate of compensation for each workday that the rest period is not
provided.

19 99. California Labor Code § 226.7 prohibits any employer from requiring
20 any employee to work during meal or rest period mandated by an applicable IWC
21 wage order, and provides that an employer that fails to provide an employee with a
22 required rest break or meal period shall pay that employee one additional hour of
23 pay at the employee's regular rate of compensation for each work day that the
24 employer does not provide a compliant meal or rest period.
25

1 100. Plaintiffs were not provided, or authorized or permitted, to take meal
2 and rest breaks, due to the press of work, and were not provided premiums for missed
3 breaks.

4 101. Plaintiffs and the California Class members are therefore entitled to
5 payment of the meal and rest period premiums as provided by law. Additionally,
6 pursuant to Code of Civil Procedure § 1021.5, Plaintiffs and the California Class are
7 entitled to attorneys' fees and costs.

8 **FIFTH CLAIM FOR RELIEF**

9 **Violation of Business and Professions Code Section 17200 *et seq.***

10 **(On Behalf of Plaintiffs and the Proposed California Class)**

11 102. Plaintiffs, on behalf of themselves and the Proposed California Class,
12 allege and incorporate by reference the allegations in the preceding paragraphs.

13 103. California Business and Professions Code § 17200 *et seq.* – California's
14 Unfair Competition Law – prohibits unfair competition by prohibiting, *inter alia*,
15 any unlawful or unfair business acts or practices. The foregoing conduct by
16 Defendant, as alleged, constitutes unlawful business actions and practices in
17 violation of § 17200 *et seq.*

18 104. Pursuant to Business and Professions Code § 17200 *et seq.*, Plaintiffs
19 and the Proposed California Class members are entitled to: restitution of the
20 overtime earnings and other unpaid wages alleged herein that Defendants have
21 improperly withheld and retained during a period that commences four years prior
22 to the filing of this action; a permanent injunction requiring Defendants to pay
23 overtime to all workers as defined herein and modify their incentive compensation
24 scheme; an award of attorneys' fees pursuant to Code of Civil Procedure section
25 1021.5, and other applicable law; and costs.

26 **SIXTH CLAIM FOR RELIEF**

27 **FAILURE TO PAY WAGES DUE UPON DISCHARGE**

AND WAITING TIME PENALTIES
(Cal. Labor Code §§ 201-204)

**(ON BEHALF OF PLAINTIFF SUMMERS
AND THE CALIFORNIA WAITING TIME PENALTIES SUBCLASS)**

1
2
3
4
5 105. Plaintiff Summers incorporates by reference in this cause of action each
6 allegation of the preceding paragraphs as though fully set forth herein.

7 106. California Labor Code §§ 201 and 202 require an employer to pay its
8 employees all wages due within the time specified by law. California Labor Code §
9 203 provides that if an employer willfully fails to pay such wages, the employer must
10 continue to pay the subject employees' wages until the back wages are paid in full
11 or an action is commenced, up to a maximum of thirty days of wages.

12 107. Plaintiff Summers and California Class Members who ceased
13 employment with CoreLogic are entitled to unpaid compensation, but to date have
14 not received such compensation, more than 72 hours after the cessation of their
15 employment.

16 108. CoreLogic failed to pay the earned and unpaid wages of Plaintiff
17 Summers and Subclass Members within 30 days from the time such wages should
18 have been paid under California Labor Code §§ 201 and 202.

19 109. CoreLogic failed to pay timely wages in accordance with California
20 Labor Code § 204.

21 110. CoreLogic willfully failed to timely compensate Plaintiff Summers and
22 Subclass Members for all hours worked.

23 111. As a result of the aforementioned legal violations, CoreLogic is liable
24 to Plaintiff Summers and Waiting Time Subclass Members whose employment
25 ended during the Class Period for waiting time penalties, together with interest
26 thereon and reasonable attorneys' fees and costs, under California Labor Code § 203.

SEVENTH CLAIM FOR RELIEF
CIVIL PENALTIES PURSUANT TO
PRIVATE ATTORNEYS GENERAL ACT OF 2004
(Cal. Labor Code § 2698, *et seq.*)

**(ON BEHALF OF PLAINTIFFS AND THE CALIFORNIA PENALTIES
SUBCLASS)**

112. Plaintiffs, on behalf of themselves and the California Penalties Subclass, allege and incorporates by reference the allegations in the preceding paragraphs.

113. PAGA, California Labor Code § 2698, *et seq.*, enables a Court to award civil penalties for violations of the Labor Code that, prior to the Act, could be assessed and collected only by the Labor and Workforce Development Agency.

114. Plaintiffs have provided notice pursuant to California Labor Code § 2699.3, and on December 29, 2017, asked the California Labor and Workforce Development Agency if it intended to investigate alleged Labor Code violations, as set forth in the letter, and an amended PAGA notice on February 21, 2018, both attached hereto as Exhibit F (“PAGA Notices”).

115. Sixty-five days have passed since the postmark date of Plaintiff Mitchell’s original PAGA Notice, and the Agency has not provided notice to Plaintiff regarding its intention to investigate the alleged violations. As such, pursuant to California Labor Code § 2699.3(a)(2)(A), Plaintiffs have exhausted the PAGA notice requirement and seek civil penalties under California Labor Code § 2698, *et seq.*

116. Accordingly, on behalf of themselves and all other California Penalties Subclass (hereinafter, “Subclass”) members, who have worked for CoreLogic at any time since one year prior to the filing of the initial Complaint to the trial in this action, Plaintiffs allege as follows:

1 117. California Labor Code § 558 imposes civil penalties, in addition to any
2 other civil or criminal penalty provided by law, upon any employer or other person
3 acting on behalf of an employer who violates a section of Division 2, Part 2, Chapter
4 1 of the Labor Code or any provision regulating hours and days of work in any
5 Industrial Welfare Commission Wage Order. Pursuant to Labor Code § 558,
6 CoreLogic is subject to a civil penalty of (1) for an initial violation, fifty dollars
7 (\$50) for underpaid Plaintiffs and each underpaid Subclass member for each pay
8 period for which the employee was not paid appropriate overtime premiums under
9 Labor Code § 510, as alleged in the Second Claim for Relief, in addition to an
10 amount sufficient to recover unpaid wages; and (2) for each subsequent violation,
11 one hundred dollars (\$100) for underpaid Plaintiffs and each underpaid Subclass
12 member for each pay period for which the employee was underpaid under Labor
13 Code § 510, as alleged in the Second Claim for Relief, in an addition to an amount
14 sufficient to recover underpaid wages.

15 118. Under California Labor Code § 558, described above, CoreLogic is
16 subject to a civil penalty of (1) for an initial violation, fifty dollars (\$50) for
17 underpaid Plaintiffs and each underpaid Subclass member for each pay period for
18 which the employee was not provided a meal period under Labor Code § 512, as
19 alleged in the Fourth Claim for Relief, in addition to an amount sufficient to recover
20 underpaid wages; and (2) for each subsequent violation, one hundred dollars (\$100)
21 for underpaid Plaintiffs and each underpaid Subclass member for each pay period
22 for which the employee was underpaid under Labor Code § 512, as alleged in the
23 Fourth Claim for Relief, in addition to an amount sufficient to recover underpaid
24 wages.

25 119. Under California Labor Code § 2699(f)(2), which provides a civil
26 penalty for those violations of the Labor Code which lack a corresponding statutory
27 penalty, CoreLogic is subject to a civil penalty of one hundred dollars (\$100) for
28

1 Plaintiffs and each Subclass member per pay period for the initial violation of Labor
2 Code § 226.7 for failing to provide meal periods, as alleged in the Fourth Claim for
3 Relief, and two hundred dollars (\$200) for Plaintiffs and each Subclass member per
4 pay period for each subsequent violation of Labor Code § 226.7 for failing to provide
5 meal periods, as alleged in the Third Claim for Relief.

6 120. Under California Labor Code § 2699(f)(2), described above, CoreLogic
7 is subject to a civil penalty of one hundred dollars (\$100) for Plaintiffs and each
8 Subclass member per pay period for the initial violation of Labor Code § 226.7 for
9 failing to provide rest periods, as alleged in the Fourth Claim for Relief, and two
10 hundred dollars (\$200) for Plaintiffs and each Subclass member per pay period for
11 each subsequent violation of Labor Code § 226.7 for failing to provide rest periods,
12 as alleged in the Fourth Claim for Relief.

13 121. Under California Labor Code § 226.3, which provides for civil
14 penalties for violations of the California Labor Code § 226(a) in addition to any other
15 penalty provided by law, CoreLogic is subject to a civil penalty of two hundred fifty
16 dollars (\$250) for Plaintiffs and each Subclass member for the first violation of
17 Labor Code §226(a), as alleged in the Third Claim for Relief, and one thousand
18 dollars (\$1,000) for Plaintiffs and each Subclass member for each subsequent
19 violation of Labor Code § 226(a) for failure to provide timely, accurate, itemized
20 wage statements, as alleged in the Third Claim for Relief.

21 122. Under California Labor Code § 2699(f)(2), described above, CoreLogic
22 is subject to a civil penalty of one hundred dollars (\$100) for Plaintiff Summers and
23 each Subclass member whose employment with CoreLogic terminated per pay
24 period for the initial violation of Labor Code §§ 201-203 for failure to pay earned
25 wages upon discharge, as alleged in the Sixth Claim for Relief, and two hundred
26 dollars (\$200) for Plaintiff and each Subclass member per pay period for each
27
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1 subsequent violation of Labor Code §§ 201-203, as alleged in the Sixth Claim for
2 Relief.

3 123. Under California Labor Code 2699(g)(1), Defendants are liable for
4 attorneys' fees and costs with respect to the violations alleged herein.
5

6 **PRAYER FOR RELIEF**

7 124. WHEREFORE, Plaintiff, on behalf of herself and all members of the
8 Proposed Collective and California Classes, prays for relief as follows:

- 9 A. That the Court determine that this action may proceed as a class
10 action under Rule 23(b)(1) and (3) of the Federal Rules of Civil
11 Procedure;
- 12 B. That the Court declare Defendants to have violated the overtime
13 provisions of the FLSA as to Plaintiffs and the Proposed
14 Collective Class;
- 15 C. That the Court declare Defendants to have violated the overtime
16 provisions, the itemized wage statement/time records penalty
17 provisions, the meal and rest period provisions, and the waiting
18 time penalty provisions of the California wage laws cited above
19 as to Plaintiff and the Proposed California Class;
- 20 D. That the Court declare Defendants to have violated the FLSA by
21 failing to maintain accurate time records of gross and net wages
22 earned based on the total hours worked by Plaintiff and the
23 Proposed Collective Class;
- 24 E. That the Court find Defendants' violations, as described above,
25 to be willful;
- 26 F. That the Court award to Plaintiffs and the Proposed California
27 and Collective Classes the amount of unpaid wages owed,
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1 liquidated damages and penalties where provided by state and
2 federal law, and interest thereon, subject to proof at trial;

3 G. That the Court order and enjoin Defendants to pay restitution to
4 Plaintiffs and the Proposed California Class due to Defendant's
5 unlawful activities, pursuant to California state law cited above;

6 H. That the Court further enjoin Defendants to cease and desist from
7 unlawful activities in violation of state laws cited above;

8 I. That the Court grant declaratory relief stating that Defendants'
9 incentive compensation scheme is unlawful;

10 J. For an award of reasonable attorneys' fees and costs pursuant to
11 29 U.S.C. § 216, California Code of Civil Procedure §1021.5,
12 California Labor Code §§ 218.5, 226, 1194, 2699, and/or other
13 applicable state laws; and

14 K. For such other and further relief, in law or equity, as this Court
15 may deem appropriate and just.

16 DATED: March 15, 2018

BRYAN SCHWARTZ LAW

17
18 By: /s/ Bryan Schwartz

Bryan J. Schwartz (SBN 209903)

19 DeCarol A. Davis (SBN 316849)

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21 *Attorneys for Plaintiff and Putative*
22 *Class and Collective Action Members*
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