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9 *Attorneys for Plaintiff Taj Lockett*

FILED  
APR - 7 2021

By \_\_\_\_\_  
K. HIFKER CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
Clerk of Court

BY FAX  
FIRST LEGAL  
200 WEBSTER ST STE 201  
OAKLAND, CA 94607  
415-626-3111

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF CONTRA COSTA

12 TAJ LOCKETT, in her representative  
13 capacity,

14 Plaintiff,

15 v.

16 BROKER SOLUTIONS, INC. d/b/a NEW  
17 AMERICAN FUNDING, and DOES 1  
18 through 10, inclusive,

19 Defendants.

Case No.

C21-00659-COPY

Unlimited Civil Case

**REPRESENTATIVE ACTION**

**PRIVATE ATTORNEY GENERAL ACT  
COMPLAINT FOR VIOLATIONS OF THE  
CALIFORNIA LABOR CODE**

**DEMAND FOR JURY TRIAL**

20  
21 PER LOCAL RULE, THIS  
22 CASE IS ASSIGNED TO  
23 DEPT. 34, FOR ALL  
24 PURPOSES  
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1 **INTRODUCTION**

2 1. Plaintiff Taj Lockett (“Plaintiff” or “Lockett”) brings this Private Attorneys  
3 General Act (“PAGA”) representative action against Defendants Broker Solutions, Inc. (d/b/a  
4 New American Funding) (“Defendant” or “Broker Solutions”) and DOES 1 through 10 for failing  
5 to provide loan officers (or the functional equivalent however titled) with a commission contract  
6 that sets forth the method by which commissions shall be computed and paid in violation of  
7 Labor Code section 2751. Plaintiff seeks civil penalties, attorneys’ fees, and costs.

8 **PARTIES**

9 2. Plaintiff Taj Lockett is a California resident who worked for Broker Solutions as a  
10 loan officer in Brentwood, California from on or about April 20, 2020 until on or about December  
11 9, 2020.

12 3. Defendant Broker Solutions, Inc. is a California Corporation with its principal  
13 place of business in Tustin, California that does business as New American Funding. Broker  
14 Solutions, Inc. is in the business of originating residential mortgage loans.

15 4. Does 1 through 10, inclusive, are sued pursuant to California Code of Civil  
16 Procedure § 474. Plaintiff is ignorant of the true names or capacities of these defendants, and  
17 therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to  
18 allege their true names and capacities when ascertained. Plaintiff is informed and believes that  
19 each of the fictitiously-named Doe defendants, including any such defendants that may be the  
20 agents, representatives, or parents or subsidiary corporations of the named defendants, is  
21 responsible in some manner for the occurrences, events, transactions, and injuries alleged herein  
22 and that the harm suffered by Plaintiff was proximately caused by them in addition to the named  
23 defendants.

24 5. Plaintiff is informed and believes and thereon alleges that each of the defendants,  
25 including the Doe defendants, acted in concert with each and every other defendant, intended to  
26 and did participate in the events, acts, practices, and courses of conduct alleged herein, and was a  
27 proximate cause of damage and injury thereby to Plaintiff as alleged herein.

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1 **JURISDICTION AND VENUE**

2 6. This Court has jurisdiction over a claim for civil penalties under PAGA.

3 7. Venue is proper in Contra Costa County pursuant to Code of Civil Procedure  
4 section 393(a) and section 395.5 because some of Broker Solutions' Labor Code violations  
5 occurred in Contra Costa County, where Plaintiff worked as a loan officer.

6 **FIRST CAUSE OF ACTION**

7 **Private Attorneys General Act (Cal. Labor Code § 2698 *et seq.*)**  
8 **(On behalf of the Aggrieved Employees against All Defendants)**

8 8. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
9 preceding paragraphs as though fully set forth herein.

10 9. Plaintiff brings this action on behalf of herself, all other aggrieved employees, and  
11 the State of California.

12 10. The aggrieved employees include all persons employed by Defendant as a loan  
13 officer or the functional equivalent however titled, in California, at any point within the  
14 applicable PAGA liability period (the "Aggrieved Employees"). The job titles of Aggrieved  
15 Employees include, among other things, Loan Consultant, Originating Loan Agent,  
16 Inside/Outside Loan Originator, Inside/Outside Loan Agent, Junior/Senior Loan Officer, and  
17 Sales Manager.

18 11. Labor Code § 2751(a) provides:

19 Whenever an employer enters into a contract of employment with an  
20 employee for services to be rendered within this state and the  
21 contemplated method of payment of the employee involves  
22 commissions, the contract shall be in writing and shall set forth the  
23 method by which the commissions shall be computed and paid.

22 12. Defendant systematically violates Labor Code § 2751(a) because its commission  
23 contracts with Aggrieved Employees fail to set forth the method by which commissions shall be  
24 computed and paid.

25 13. Throughout the PAGA liability period, Defendant has paid Aggrieved Employees  
26 on a commission basis and required each Aggrieved Employee to agree to a written commission  
27 plan that sets forth a methodology for the payment of commissions.

28 14. In violation of Labor Code § 2751(a), Aggrieved Employee's written commission

1 plans omit a substantial portion of the method by which Aggrieved Employee’s commissions are  
2 computed and paid. Specifically, Aggrieved Employee’s written commission plans fail to set  
3 forth or disclose Defendant’s so-called “lean in” policy whereby an Aggrieved Employee may  
4 obtain reduced pricing for their customers by accepting a reduced commission. Under this policy,  
5 Aggrieved Employees, including Lockett, routinely accepted reduced commissions in order to  
6 obtain the pricing necessary to close sales. Defendant’s written commission plans with Aggrieved  
7 Employees do not set forth or disclose Defendant’s “lean in” policy.

8 15. Accordingly, Defendant’s commission contract failed to set forth the method by  
9 which commissions shall be computed and paid in violation of Labor Code § 2751(a).

10 16. Plaintiff is an “aggrieved employee,” as that term is defined in Labor Code section  
11 2699(a).

12 17. Pursuant to Labor Code section 2699.3(c), prior to filing this Complaint, on March  
13 1, 2021, Plaintiff gave written notice by certified mail to Defendant Broker Solutions and online  
14 to the Labor and Workforce Development Agency (“LWDA”) of the factual and legal bases for  
15 the Labor Code violations alleged in this Complaint. *See Exhibit A.* The alleged violations were  
16 not cured within 33 calendar days of the postmark date of the notice. Therefore, Plaintiff may  
17 commence a civil action pursuant to Labor Code section 2699.

18 18. Pursuant to Labor Code sections 2699(a), Plaintiff is entitled to recover a civil  
19 penalty of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial  
20 violation and two hundred dollars (\$200) for each Aggrieved Employee per pay period for each  
21 subsequent violation.

22 19. Pursuant to Labor Code section 2699(i), 25% of all civil penalties recovered  
23 pursuant to this cause of action shall be payable to Plaintiff and other Aggrieved Employees and  
24 75% shall be payable to the State of California.

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**PRAYER FOR RELIEF**

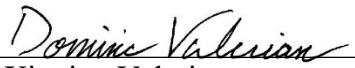
WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For a civil penalty pursuant to the Labor Code in an amount according to proof;
2. For reasonable attorneys' fees pursuant to (g), Code of Civil Procedure § 1021.5, and all other applicable law;
3. For pre-judgment and post-judgment interest to the extent permitted by law;
4. For costs of suit pursuant to California Labor Code section 2699(g), Code of Civil Procedure section 1032, and all other applicable law;
5. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

DATED: April 7, 2021

VALERIAN LAW, P.C.

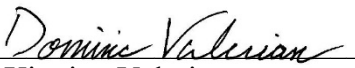
By:   
Xinying Valerian  
Dominic Valerian

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial of all issues, claims, and causes of action so triable.

DATED: April 7, 2021

VALERIAN LAW, P.C.

By:   
Xinying Valerian  
Dominic Valerian

# Exhibit A

# VALERIAN LAW, PC

1530 Solano Avenue  
Albany, CA 94707  
[www.valerian.law](http://www.valerian.law)

Dominic Valerian  
(510) 567-4632 Direct  
[dominic@valerian.law](mailto:dominic@valerian.law)

March 1, 2021

## **VIA ONLINE FILING**

Labor and Workforce Development Agency  
Department of Industrial Relations

**Re: Private Attorney General Act--Notice of Labor Code and Wage Order Violations Committed by Broker Solutions, Inc.**

Dear Labor and Workforce Development Agency:

This is a notification letter, pursuant to the Private Attorney General Act, California Labor Code § 2698 *et seq.* (“PAGA”), concerning violations of the Labor Code and the applicable IWC Wage Order committed by Broker Solutions, Inc. (“Broker Solutions” or “Defendant”). The undersigned counsel submits this letter on behalf of aggrieved employee Taj Lockett (“Lockett”) to inform the LWDA and Defendant of Lockett’s intention to pursue a PAGA action on behalf of the State of California for Labor Code violations, occurring between September 5, 2019 and the date of judgment (the “PAGA Period”), experienced by aggrieved employees of Defendant in California. The aggrieved employees include all persons employed by Defendant as a loan officer or the functional equivalent however titled, in California at any point during the PAGA Period (the “Aggrieved Employees”).<sup>1</sup>

### **I. The Parties**

Broker Solutions, Inc. is a California Corporation with its principal place of business in Tustin, California that does business as New American Funding. Broker Solutions, Inc. is in the business of originating residential mortgage loans for its borrowers.

Lockett is a California resident who worked for Defendant as a loan officer in Brentwood, California from on or about April 20, 2020 until on or about December 9, 2020.

### **II. Defendant’s Violations of the Labor Code**

Labor Code § 2751(a) provides:

Whenever an employer enters into a contract of employment

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<sup>1</sup> The job titles of Aggrieved Employees include, among other things, Loan Consultant, Originating Loan Agent, Inside/Outside Loan Originator, Inside/Outside Loan Agent, Junior/Senior Loan Officer, and Sales Manager.

with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid.


Defendant systematically violates Labor Code § 2751(a) because its commission contracts with Aggrieved Employees fail to set forth the method by which commissions shall be computed and paid.

Throughout the PAGA Period, Defendant has paid Aggrieved Employees on a commission basis and required each Aggrieved Employee to agree to a written commission plan that sets forth a methodology for the payment of commissions. In violation of Labor Code § 2751(a), Aggrieved Employee's written commission plans omit a substantial portion of the method by which Aggrieved Employee's commissions are computed and paid. Specifically, Aggrieved Employee's written commission plans fail to set forth or disclose Defendant's so called "lean in" policy whereby an Aggrieved Employee may obtain reduced pricing for their customers by accepting a reduced commission. Under this policy, Aggrieved Employees, including Lockett, routinely accepted reduced commissions in order to obtain the pricing necessary to close sales. Because Defendant's written commission plans with Aggrieved Employees do not set forth or disclose Defendant's "lean in" policy they violate Labor Code § 2751(a).

### **III. Conclusion**

As a result of the past, present and ongoing violations pled herein, Lockett provides this notice to the LWDA and Defendant pursuant to California Labor Code § 2699.3. Lockett intends to recover civil penalties for all violations of Labor Code § 2751(a) applicable to Aggrieved Employees during the PAGA Period.

Regards,

  
Dominic Valerian, Esq.

#### Service List

*Via Certified Mail:*

Broker Solutions, Inc.

c/o Corporation Service Co. dba CSC-Lawyers Incorporating Service

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833