

1 Laura L. Ho (SBN 173179)  
lho@gbdhlegal.com  
2 Byron Goldstein (SBN 289306)  
brgoldstein@gbdhlegal.com  
3 GOLDSTEIN, BORGEN, DARDARIAN & HO  
300 Lakeside Drive, Suite 1000  
4 Oakland, CA 94612  
Tel: (510) 763-9800  
5 Fax: (510) 835-1417

6 Attorneys for Plaintiffs  
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**ELECTRONICALLY FILED**  
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County of Orange  
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By Sarah Loose, Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF ORANGE  
12

13 JAMES LAWSON, individually and on behalf of  
14 all others similarly situated,

15 Plaintiffs,

16 vs.

17 CONSUMER PORTFOLIO SERVICES, INC., a  
18 California corporation; and DOES 1-50, inclusive,

19 Defendants.  
20  
21  
22  
23  
24  
25

Case No.: 30-2018-01021149-Cu-OE-CSC

**FIRST AMENDED CLASS AND  
COLLECTIVE ACTION COMPLAINT**

1. Failure to Pay Overtime Wages
2. Failure to Provide Meal Periods
3. Failure to Provide Rest Periods
4. Failure to Pay All Wages Due Upon Termination
5. Failure to Reimburse Business Expenses
6. Failure to Furnish Accurate Itemized Wage Statements
7. Violations of the Fair Labor Standards Act
8. Unfair Competition
9. Violation of the Private Attorney General Act of 2004 ("PAGA")

**JURY TRIAL DEMANDED**

1 Plaintiff James Lawson, on behalf of himself and all others similarly situated, alleges as  
2 follows:

3 **INTRODUCTION**

4 1. Plaintiff James Lawson brings this action, individually and on behalf of all others  
5 similarly situated, against Defendant Consumer Portfolio Services, Inc. (“CPS”) and Does 1-50  
6 (collectively, “Defendants”) for violations of several California Labor Code (“Labor Code”) provisions,  
7 including Labor Code §§ 201, 202, 226, 226.7, 510, 512, 1174, and 1194, as well as  
8 California Industrial Welfare Commission Wage Order No. 4-2001, Cal. Code Regs. Tit. 8, § 11040, as  
9 well as 29 U.S.C. §§ 201 *et seq.*

10 2. Plaintiff and similarly situated individuals were employed as a Marketing  
11 Representative, Field Marketing Sales Representative, or other title tasked with visiting auto  
12 dealerships on behalf of CPS (collectively, “MR”), and were denied the benefits and protections  
13 required by the FLSA, Labor Code and other statutes and regulations applicable to non-exempt  
14 employees in the State of California.

15 3. Plaintiff alleges that Defendants **failed to:**

- 16 a. Properly classify employees as non-exempt under California law and the FLSA;
  - 17 b. Pay Plaintiff and similarly situated individuals all overtime wages for hours  
18 worked in excess of eight (8) hours a day and/or forty (40) hours a week;
  - 19 c. Provide Plaintiff and similarly situated individuals mandated meal periods;
  - 20 d. Provide Plaintiff and similarly situated individuals mandated rest periods;
  - 21 e. Reimburse Plaintiff and similarly situated individuals for all necessary  
22 expenditures that they incurred in direct consequence of the discharge of work  
23 duties including, but not limited to, the cost of cell phone, automobile, internet,  
24 and computer usage required for work-related purposes;
  - 25 f. Keep required payroll records that accurately show the total hours Plaintiff and  
26 similarly situated individuals worked, as well as the wages that should have  
27 been paid;
- 28

- 1 g. Furnish Plaintiff and similarly situated individuals with accurate wage  
2 statements;
- 3 h. Comply with the Unfair Competition Law (“UCL”), California Business &  
4 Professions Code § 17200 *et seq.*; and
- 5 i. Comply with the Private Attorneys General Act of 2004 (“PAGA”), codified as  
6 California Labor Code § 2698 *et seq.*

7 **THE PARTIES**

8 James Lawson

9 4. Plaintiff James Lawson is an adult individual competent to bring this action. Defendant  
10 CPS employed Plaintiff as a Marketing Field Representative (hereinafter, “MR”) from July 31, 2017 to  
11 March 16, 2018. At all relevant times, Plaintiff was, and continues to be, a resident of Corona,  
12 California. Unless otherwise stated, references below to work performed by Plaintiff or others means  
13 work performed within the State of California. Similarly, references to CPS’ policies and practices in  
14 violation of California or federal law refer to policies and practices concerning similarly situated  
15 employees who have worked in California.

16 5. Upon information and belief, Plaintiff’s primary responsibilities were to visit and  
17 strengthen relationships with automobile dealerships within a geographically demarcated territory  
18 corresponding to approximately 90 to 125 dealerships, with the goal of increasing the volume of loan  
19 applications submitted to CPS. Among other things, Plaintiff served customer service functions and  
20 presented information to dealers regarding CPS’ loan programs. Upon information and belief, Plaintiff  
21 did not directly transact or deal with customers.

22 6. Upon information and belief, CPS terminated Plaintiff Lawson, effective March 16,  
23 2018, because he was not meeting performance standards.

24 Consumer Portfolio Services, Inc.

25 7. Upon information and belief, Consumer Portfolio Services, Inc. (“CPS”) is a national  
26 auto finance company engaged in the business of purchasing and servicing subprime automobile loan  
27 contracts originated primarily by franchised and independent dealerships. Plaintiff is further informed  
28

1 and believes, and thereon alleges, that CPS purchases contracts principally from dealerships that  
2 already entered into a “Dealership Agreement” with CPS.

3 8. Upon information and belief, when a prospective customer decides to purchase a car  
4 from a dealer and apply for a loan, the dealer submits the loan application to various financial  
5 institutions such as banks, subprime lenders, and other entities such as CPS. The decision whether to  
6 approve and purchase a loan application is made by CPS’ proprietary automated decisioning system, or  
7 in the alternative, by one of CPS’ analysts. Upon information and belief, the automated system  
8 adjudicates 99% of applications within seconds, resulting in a decision of either approved, denied, or  
9 approved only under different loan conditions. Plaintiff is further informed and believes, and thereon  
10 alleges, that any approval decision is then communicated to the dealership, whereupon the dealership  
11 notifies CPS whether the automobile buyer has chosen to accept CPS’ loan package. Once the buyer  
12 approves, CPS purchases and services the contract.

13 9. Upon information and belief, once the automobile contract is purchased, CPS bundles  
14 purchased subprime loans, divides the bundles into tranches, sells the tranches as securities to  
15 investors, and services the loans over their lifetimes. Plaintiff is further informed and believes, and  
16 thereon alleges, that CPS uses the proceeds from the sale of securitized loans to purchase additional  
17 subprime loan contracts, which is the primary source of revenue for CPS.

18 10. Upon information and belief, Defendant CPS is a California corporation, with the  
19 following address registered with the California Secretary of State: 3800 Howard Hughes Parkway,  
20 Suite 1400, Las Vegas, NV 89169. According to CPS’ website (www.consumerportfolio.com), the  
21 address of CPS’ operational headquarters is P.O. Box 57071, Irvine, CA 92619. According to public  
22 filings with the U.S. Securities and Exchange Commission (“SEC”), “[CPS]’ operating headquarters  
23 are located in Irvine, California, where [CPS] currently lease[s] approximately 129,000 square feet of  
24 general office space.” Additionally, “[c]redit and underwriting functions are performed primarily in  
25 [the] California branch.”

26 Does 1-50

27 11. The true names and capacities of Does 1-50, inclusive, whether individual, corporate,  
28 associate, or otherwise, are unknown to Plaintiff, who therefore sues such Defendants by fictitious



1 names pursuant to California Code of Civil Procedure § 474. Plaintiff will amend this Complaint to  
2 show the true names, capacities, and involvement of Does 1-50, inclusive, once they are ascertained.  
3 Plaintiff is informed, believes, and thereon alleges that each of the Defendants designated as a Doe is  
4 responsible in some manner for the events, occurrences, and omissions described herein, and that  
5 Plaintiff's injuries and damages were proximately caused by said Defendants. Plaintiff believes, and  
6 thereon alleges, that at all times herein mentioned, each of the Does 1-50, inclusive, was an agent,  
7 employee, successor, predecessor, parent, and/or subsidiary of each of the remaining Defendants, and  
8 each of them was at all times acting within the scope of the applicable relationship.

9 12. There exists, and at all times herein mentioned there existed, a unity of interest,  
10 ownership, and control between Defendant and Does 1-50 such that: any individuality and separateness  
11 between Defendant and Does 1-50 has ceased; Defendant and Does 1-50 are the *alter egos* of each  
12 other; the liability-limiting privileges under the law for Defendant and Does 1-50 should be equitably  
13 disregarded; and the assets of Does 1-50 should equitably be made available to satisfy the Defendant's  
14 liability arising from any monetary judgment to be entered upon the causes of action set forth here.

### 15 JURISDICTION

16 13. This Court has jurisdiction over all causes of action alleged in this Complaint pursuant  
17 to the California Constitution, Article VI, § 10; Code of Civil Procedure § 410.10; Labor Code §§ 201,  
18 202, 226, 226.7, 510, 512, 1174, 1194; California Industrial Welfare Commission Wage Order No. 4-  
19 2001, Cal. Code Regs. Tit. 8, § 11040; and 29 U.S.C. §§ 201 *et seq.*

20 14. CPS maintains offices and transacts business in California. Further, a substantial part of  
21 the events and omissions giving rise to the injuries sustained by Plaintiff and similarly situated  
22 individuals occurred in California.

23 15. The amount in controversy is in excess of \$25,000, exclusive of interest and costs.

24 16. Plaintiff fulfilled the administrative prerequisites for filing suit under Labor Code  
25 § 2699.3(a). Specifically, on June 4, 2018, Plaintiff submitted to the California Labor and Workforce  
26 Agency ("LWDA") via its website a notice describing the allegations set forth in this Complaint. A  
27 true and correct copy of the Notice (LWDA Case Number LWDA-CM-543261-18) is attached as  
28 Exhibit 1. On the same day, Plaintiff served a copy of the Notice on Defendants via certified mail, as

1 shown in Exhibit 1. As of sixty-five (65) calendar days after submission of the Notice to the LWDA,  
2 the LWDA had provided no notice to Plaintiff regarding its intention to investigate (or not investigate)  
3 Plaintiff's claims. Plaintiff timely submitted a filing fee of \$75 to the LWDA.

4 **VENUE**

5 17. Venue is proper in this judicial district pursuant to California Code of Civil Procedure  
6 §§ 395(a) and 395.5 because CPS' principal place of business is in Orange County. Additionally,  
7 CPS' obligations or liabilities arose in Orange County.

8 **FACTUAL ALLEGATIONS**

9 18. At all relevant times, Plaintiff's primary responsibility was to facilitate the process of  
10 increasing the number of automobile loan contracts submitted to, reviewed, and approved by CPS,  
11 where a major goal was to bolster the flow of approved contracts that materialized into financing.  
12 MRs generally do this by traveling to dealerships, speaking with dealers, pitching CPS' loan programs  
13 to dealers, and instructing dealers on how to use the loan programs. MRs also provide customer  
14 service to dealers, present standardized materials to dealers, answer questions, and gather feedback on  
15 CPS' behalf.

16 19. At all relevant times, Plaintiff did not engage in sales. Plaintiff has neither transferred  
17 title to property, exchanged property, contracted to sell property, nor obtained orders for the sale of any  
18 property. Upon information and belief, MRs do not directly engage nor transact with car buyers or  
19 customers; nor do they make any approval or purchase decisions regarding pending applications.

20 20. Upon information and belief, MRs are closely supervised by more senior CPS  
21 personnel, such that MRs lack discretion and independent judgment with respect to matters of  
22 significance. Upon information and belief, supervisors regularly communicate with MRs regarding  
23 their performance or progress toward achieving goals per pre-established "plans," which afford MRs  
24 few opportunities to exercise discretion regarding matters of significance. Upon information and  
25 belief, MRs and their immediate supervisors regularly discuss specific strategies or potential courses of  
26 action that would enable the MR to meet performance standards, and MRs regularly aim to follow their  
27 supervisor's instructions. Failure to comply with these instructions could result in severe adverse  
28 consequences, including termination. Upon information and belief, any discretion exercised by a MR

1 does not involve matters concerning business operations or policy making, but rather routine matters  
2 such as scheduling and conducting dealer visits, completing administrative tasks, discussing loan  
3 programs or applications with dealers, or determining driving routes. When MRs speak with, or  
4 answer questions from, dealers, they merely apply learned customer service and interpersonal skills.  
5 MRs do not decide whether to approve loan applications. Upon information and belief, CPS neither  
6 regularly solicits nor adopts any recommendations offered by MRs regarding company policies or  
7 operations.

8 21. Upon information and belief, all MRs are compensated in the same manner. MRs are  
9 paid a base salary. Additionally, CPS pays MRs what it describes as a “commission”; however, the  
10 supposed “commission” does not fall within the ambit of “commission” encompassed by the Labor  
11 Code, FLSA, or other relevant statutes and regulations. MRs never make any actual sales, which is an  
12 element that distinguishes “commissions on goods and services” from other forms of compensation.  
13 The supposed “commission” effectively operates as a “bonus,” where the bonus is a function of the  
14 quantity of loan contracts that CPS purchases from dealerships located within the MR’s territory; as  
15 the number of contracts purchased by CPS increases, the bonus per contract increases as well.

16 22. Upon information and belief, Plaintiff routinely worked from Monday to Saturday,  
17 often clocking-in before 8:00 A.M. and clocking-out after 5:00 P.M. via CPS’ AS400 system. Plaintiff  
18 further believes and is informed that he regularly worked at least fifty (50) hours per week. Plaintiff’s  
19 time clock entries, attached as Exhibit 2, show that he worked in excess of forty (40) hours per week  
20 and/or eight (8) hours per day. Plaintiff spent substantial time working from home, where he answered  
21 emails, made calls, and performed routine administrative tasks.

22 23. None of Plaintiff’s wage statements, attached as Exhibit 3, reflect that Plaintiff worked  
23 in excess of forty (40) hours per workweek and/or eight (8) hours per workday. These wage  
24 statements demonstrate that CPS did not compensate Plaintiff for overtime work. Upon information  
25 and belief, CPS regularly fails to compensate MRs for overtime work.

26 24. The wage statements, as shown in Exhibit 3, do not list the actual hours worked;  
27 instead, they list just forty (40) hours worked per week. Nor do the statements reflect the overtime  
28

1 rate. Upon information and belief, CPS not only failed to furnish compliant wage statements to MRs,  
2 but also failed to keep accurate payroll records.

3 25. CPS has failed to provide meal and rest periods, and it has failed to pay premium  
4 compensation owed to employees for missed meal and rest periods. Upon information and belief, CPS  
5 does not have a policy or practice of providing meal or rest periods to MRs. Upon information and  
6 belief, the manner in which CPS assigns tasks and responsibilities requires MRs to routinely miss meal  
7 and rest periods, as MRs are required, for example, to perform work duties while they have their  
8 meals, including while providing customer service or communicating with their supervisor.

9 26. Upon information and belief, because MRs typically begin their day working from  
10 home, they must use their own computer and internet for work-related emails and tasks, as well as their  
11 personal phone for work-related calls. Plaintiff is further informed and believes that MRs regularly use  
12 their own automobile to travel to and between dealerships. Upon information and belief, CPS does not  
13 fully reimburse MRs for the full cost of using their own automobiles, phones, computers, or internet  
14 for work-related tasks. Instead, CPS has adopted a policy in which a MR is eligible for  
15 reimbursements only if a set number of contracts are purchased within the MR's territory. Upon  
16 information and belief, CPS reimburses \$200 if CPS purchases thirty to thirty-nine contracts within the  
17 MR's territory, \$300 if forty to forty-nine contracts are purchased, \$400 if fifty to fifty-nine contracts  
18 are purchased, and, in no event will CPS reimburse more than \$500 per month. Upon information and  
19 belief, since CPS does not regularly purchase thirty or more contracts within a territory, CPS regularly  
20 provides no reimbursement to MRs for necessary business expenses.

21 27. Upon information and belief, all new hires are subject to CPS' New Hire Rep/BDR  
22 Compensation Plan ("New Hire Plan"). Plaintiff is informed and believes that CPS promised new  
23 hires that they would be paid according to the New Hire Plan, and applicants, including Plaintiff,  
24 accepted their employment offer from CPS with the understanding that they would be paid no less than  
25 the guaranteed amount. The New Hire Plan provides that all MRs are guaranteed at least \$7,000 for  
26 each of the first six months worked, and \$6,000 for each of the seventh through twelfth months  
27 worked.

1           28.     Upon information and belief, CPS failed to pay the guaranteed amounts under the New  
2 Hire Plan. For example, Plaintiff worked as a MR from July 31, 2017 through March 16, 2018 – a  
3 total of seven months and seventeen (17) days. Under the New Hire Plan, CPS was obliged to pay  
4 Plaintiff, at a minimum, \$7,000 per month for each of the first six months and \$6,000 per month for the  
5 last month and seventeen (17) days worked, which amounts to a total of approximately \$51,290. Upon  
6 information and belief, CPS failed to fully pay Plaintiff and other aggrieved employees the sum owed  
7 under the New Hire Plan.

8                                   **COLLECTIVE ACTION ALLEGATIONS**

9           29.     Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
10 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
11 herein.

12           30.     Pursuant to 29 U.S.C. § 216, Plaintiff seeks to prosecute the FLSA claims as a  
13 collective action on behalf of:

14                   All persons employed by Consumer Portfolio Services, Inc. and/or Doe  
15 Defendants as a Marketing Representative<sup>1</sup> (“MR”) assigned to at least  
16 one CPS office in any state from three years prior to the filing of this  
Complaint to the close of the opt-in period (“Collective Action  
Members”).

17           31.     There are numerous similarly situated current and former MRs throughout the United  
18 States who would benefit from the issuance of a Court-supervised notice. Those similarly situated  
19 employees are known to CPS and are readily identifiable through CPS’ records.

20           32.     Plaintiff and other Collective Action Members are similarly situated because, among  
21 other things, they all: (a) had the same duties; (b) performed the same tasks; (c) were misclassified as  
22 exempt from overtime wages; (d) were paid under the same employment contracts and promissory  
23 notes; (e) were required, suffered, or permitted to work, and did work in excess of forty (40) hours per  
24 week; and (f) were not paid at a rate of one and one-half times their regular rate of pay for all overtime  
25 hours worked.

26  


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27 <sup>1</sup> The title “Marketing Representative” is inclusive of similar titles such as “Auto Finance Marketing  
28 Representative,” “Marketing Field Representative,” “Field Representative,” and other similar  
employees tasked with visiting auto dealerships on behalf of CPS.



1 fact predominate over questions that affect only individual Class Members. Common questions  
2 include, but are not limited to:

- 3 a. Whether CPS is the employer of California Class Action Members;
- 4 b. Whether CPS' uniform classification of all California Class Action Members as  
5 exempt from overtime violated the California Labor Code;
- 6 c. Whether CPS owes California Class Action Members overtime wages for hours  
7 worked greater than forty (40) in a week or eight (8) in a day;
- 8 d. Whether CPS failed to keep accurate payroll records of hours worked, meal and  
9 rest periods taken, and overtime worked in accordance with California law;
- 10 e. Whether CPS reimbursed California Class Action Members for cell phone  
11 expenses for use during working hours;
- 12 f. Whether the wage statements CPS issued to California Class Action Members  
13 included all hours worked and/or rates of pay; and
- 14 g. Whether CPS' Labor Code violations serve as predicate violations of the UCL.

15 40. **Typicality.** Plaintiff's claims are typical of the Class claims, as all Class Members are  
16 similarly affected by Defendants' wrongful conduct as complained of herein. Plaintiff was subjected  
17 to the same violations under the law and seeks the same types of relief on the same theories and legal  
18 grounds as the members of the Class he seeks to represent.

19 41. **Adequacy of Representation.** Plaintiff will fairly and adequately represent and protect  
20 the interests of the Class Members. Plaintiff's interests are not in conflict with those of the Class.  
21 Plaintiff's counsel are competent and experienced in litigating large employment class actions and  
22 other complex litigation matters, including cases involving factual and legal claims similar to those  
23 alleged here.

**FIRST CAUSE OF ACTION**  
**Violations of the Fair Labor Standards Act**  
**[29 U.S.C. §§ 201 *et seq.*]**

42. Plaintiff, on behalf of himself and all Collective Action Members, re-alleges and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

43. CPS has been, and continues to be, an employer engaged in interstate commerce within the meaning of the FLSA.

44. CPS employed and/or continues to employ Plaintiff and Collective Action Members within the meaning of the FLSA.

45. CPS has had annual gross revenues in excess of \$500,000.

46. Plaintiff expressly consents in writing to be a party to these collective actions pursuant to 29 U.S.C. § 216(b). *See* Exhibit 4.

47. Plaintiff and Collective Action Members are non-exempt employees. Neither of the exemptions under 29 C.F.R. § 541 applies.

48. The “Outside Sales Exemption” does not apply because MRs are not “outside salespersons.” MRs do not consummate individual sales; nor are they tasked with entering into any contract for the sale of property. MRs’ primary duties are to visit, maintain relationships with, and provide customer service to dealerships – neither of which involves sales.

49. The FLSA’s commissions exemption under § 7(i) does not apply. First, MRs are not employed by a retail or service establishment. Second, more than half of MRs’ compensation derives from a base salary.

50. The “Administrative Exemption” does not apply because MRs do not perform “work directly related to management policies or general business operations.” MRs do not “service” CPS as a business; nor are MRs’ responsibilities “ancillary” to core business functions. MRs neither advise management, plan business operations, negotiate on behalf of the company, establish promotion policies, nor control any business operations.



1           51.     The “Administrative Exemption” also does not apply because MRs do not “customarily  
2 and regularly exercise[] discretion and independent judgment” in their duties. The vast majority of  
3 contract approval decisions are made by CPS’ automated systems.

4           52.     Upon information and belief, MRs are closely supervised by more senior CPS  
5 personnel, such that MRs lack discretion and independent judgment with respect to matters of  
6 significance. Upon information and belief, supervisors regularly communicate with MRs regarding  
7 their performance or progress toward achieving goals per pre-established “plans,” which afford MRs  
8 few opportunities to exercise discretion regarding matters of significance. Upon information and  
9 belief, MRs and their immediate supervisors regularly discuss specific strategies or potential courses of  
10 action that would enable the MR to meet performance standards, and MRs regularly aim to follow their  
11 supervisor’s instructions. Failure to comply with these instructions could result in severe adverse  
12 consequences, including termination. Upon information and belief, any discretion exercised by a MR  
13 does not involve matters concerning business operations or policy making, but rather routine matters  
14 such as scheduling and conducting dealer visits, completing administrative tasks, discussing loan  
15 programs or applications with dealers, or determining driving routes. When MRs speak with, or  
16 answer questions from, dealers, they merely apply learned customer service and interpersonal skills.  
17 MRs do not decide whether to approve loan applications. Upon information and belief, CPS neither  
18 regularly solicits nor adopts any recommendations offered by MRs regarding company policies or  
19 operations.

20           53.     CPS misclassifies Plaintiff and Class Members as exempt employees.

21           54.     CPS has a practice of failing to pay any overtime compensation to MRs for hours  
22 worked in excess of forty (40) hours per week. For example, Plaintiff’s time clock entries, as reflected  
23 in Exhibit 2, show that he worked over ten (10) hours of overtime during the week beginning on March  
24 3, 2018 and ending on March 9, 2018.

25           55.     CPS has violated, and continues to violate, the FLSA, including §§ 207(a)(1) and 215(a)  
26 because CPS willfully fails to compensate its MRs for all hours worked, and at a rate not less than one  
27 and one-half times their regular rate of pay for work performed in excess of forty (40) hours in a  
28 workweek.

1 56. As a result of CPS' misclassification, and its attendant failure to record, report, credit,  
2 and/or compensate Plaintiff and Collective Action Members, CPS has failed to make, keep, and  
3 preserve records with respect to each of its employees sufficient to determine the wages, hours, and  
4 other conditions and practices of employment in violation of the FLSA, including §§ 211(c) and  
5 215(a).

6 57. Due to CPS' FLSA violations, Plaintiff and all Collective Action Members are entitled  
7 to recover from CPS unpaid wages, as well as overtime compensation, an additional amount equal to  
8 the unpaid wages and overtime as liquidated damages, reasonable attorneys' fees, and costs pursuant to  
9 § 216(b) of the FLSA, as well as further relief as described below.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Pay Overtime Wages**

12 **[Cal. Labor Code §§ 510, 1194, and 1197.1, and Cal. Code Regs. Tit. 8 § 11040]**

13 58. Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
14 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
15 herein.

16 59. California Labor Code § 510 and Wage Order No. 4-2001 require an employer to  
17 compensate a non-exempt employee for all work performed in excess of eight (8) hours per workday  
18 and/or forty (40) hours per workweek, at one and one-half times the employee's regular rate of pay.

19 60. CPS has not compensated Plaintiff, or any California Class Action Members, all  
20 compensation due and owed.

21 61. Plaintiff and Class Members are non-exempt employees. Neither of the exemptions to  
22 California Industrial Welfare Commission Wage Order No. 4-2001, Cal. Code Regs. Tit. 8, § 11040  
23 applies.

24 62. The "Outside Sales Exemption" does not apply because MRs are not "outside  
25 salespersons." MRs do not consummate individual sales; nor are they tasked with entering into any  
26 contract for the sale of property. MRs' primary duties are to visit, maintain relationships with, and  
27 provide customer service to dealerships – neither of which involves sales.

28 63. The commissions exemption under the Labor Code does not apply. First, MRs never  
make any actual sales. Second, more than half of MRs' total compensation derives from a base salary.

1 The per-contract amount that is supposed to be paid to MRs is not calculated as a proportion of the  
2 amount that CPS earns on a purchased or sold loan contract.

3 64. The “Administrative Exemption” does not apply because MRs do not perform “work  
4 directly related to management policies or general business operations.” MRs do not “service” CPS as  
5 a business; nor are MRs’ responsibilities “ancillary” to core business functions. MRs neither advise  
6 management, plan business operations, negotiate on behalf of the company, establish promotion  
7 policies, nor control any business operations.

8 65. The “Administrative Exemption” also does not apply because MRs do not “customarily  
9 and regularly exercise[] discretion and independent judgment” in their duties. The vast majority of  
10 contract approval decisions are made by CPS’ automated systems.

11 66. Upon information and belief, MRs are closely supervised by more senior CPS  
12 personnel, such that MRs lack discretion and independent judgment with respect to matters of  
13 significance. Upon information and belief, supervisors regularly communicate with MRs regarding  
14 their performance or progress toward achieving goals per pre-established “plans,” which afford MRs  
15 few opportunities to exercise discretion regarding matters of significance. Upon information and  
16 belief, MRs and their immediate supervisors regularly discuss specific strategies or potential courses of  
17 action that would enable the MR to meet performance standards, and MRs regularly aim to follow their  
18 supervisor’s instructions. Failure to comply with these instructions could result in severe adverse  
19 consequences, including termination. Upon information and belief, any discretion exercised by a MR  
20 does not involve matters concerning business operations or policy making, but rather routine matters  
21 such as scheduling and conducting dealer visits, completing administrative tasks, discussing loan  
22 programs or applications with dealers, or determining driving routes. When MRs speak with, or  
23 answer questions from, dealers, they merely apply learned customer service and interpersonal skills.  
24 MRs do not decide whether to approve loan applications. Upon information and belief, CPS neither  
25 regularly solicits nor adopts any recommendations offered by MRs regarding company policies or  
26 operations.

27 67. CPS misclassifies Plaintiff and Class Members as exempt employees.  
28

1 68. During all relevant times, CPS required Plaintiff and California Class Action Members  
2 to work in excess of eight (8) hours per workday and/or forty (40) hours per workweek. However,  
3 CPS failed to pay the overtime wages that Plaintiff and California Class Action Members earned.  
4 Thus, CPS has not paid Plaintiff, or any Class Members, all wages due and owed twice each calendar  
5 month.

6 69. As a result, with respect to Plaintiff and similarly situated employees, CPS has violated  
7 California Labor Code § 510, and Industrial Welfare Commission Wage Order No. 4-2001, and is  
8 liable for wages pursuant to California Labor Code §§ 1194 and 1197.1, including interest, reasonable  
9 attorneys' fees, and costs, as well as further relief as described below.

10 **THIRD CAUSE OF ACTION**  
11 **Failure to Provide Meal Periods**

12 **[Cal. Labor Code §§ 226.7 and 512, and Cal. Code Regs. Tit. 8 § 11040]**

13 70. Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
14 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
15 herein.

16 71. California Labor Code § 512(a) states, in relevant part, “[a]n employer may not employ  
17 an employee for a work period of more than five hours per day without providing the employee with a  
18 meal period of not less than 30 minutes. An employer may not employ an employee for a work period  
19 of more than 10 hours per day without providing the employee with a second meal period of not less  
20 than 30 minutes.”

21 72. Wage Order No. 4-2001 states, in relevant part, “[n]o employer shall employ any person  
22 for a work period of more than five (5) hours without a meal period of not less than 30 minutes.” If no  
23 meal period is provided, the Wage Order requires the employer to “pay the employee one (1) hour of  
24 pay at the employee’s regular rate of compensation for each workday that the meal period is not  
25 provided.”

26 73. California Labor Code § 226.7 states, in relevant part, “[a]n employer shall not require  
27 an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable  
28 regulation, standard, or order of the Industrial Welfare Commission.” Section 226.7 requires an

1 employer to pay one additional hour of pay at the employee's regular rate if the meal period is not  
2 provided.

3 74. Plaintiff and Class Members are non-exempt employees. Neither of the exemptions to  
4 California Industrial Welfare Commission Wage Order No. 4-2001, Cal. Code Regs. Tit. 8, § 11040  
5 applies.

6 75. The "Outside Sales Exemption" does not apply because MRs are not "outside  
7 salespersons." MRs do not consummate individual sales; nor are they tasked with entering into any  
8 contract for the sale of property. MRs' primary duties are to visit, maintain relationships with, and  
9 provide customer service to dealerships – neither of which involves sales.

10 76. The commissions exemption under the Labor Code does not apply. First, MRs never  
11 make any actual sales. Second, more than half of MRs' total compensation derives from a base salary.  
12 The per-contract amount that is supposed to be paid to MRs is not calculated as a proportion of the  
13 amount that CPS earns on a purchased or sold loan contract.

14 77. The "Administrative Exemption" does not apply because MRs do not perform "work  
15 directly related to management policies or general business operations." MRs do not "service" CPS as  
16 a business; nor are MRs' responsibilities "ancillary" to core business functions. MRs neither advise  
17 management, plan business operations, negotiate on behalf of the company, establish promotion  
18 policies, nor control any business operations.

19 78. The "Administrative Exemption" also does not apply because MRs do not "customarily  
20 and regularly exercise[] discretion and independent judgment" in their duties. The vast majority of  
21 contract approval decisions are made by CPS' automated systems.

22 79. Upon information and belief, MRs are closely supervised by more senior CPS  
23 personnel, such that MRs lack discretion and independent judgment with respect to matters of  
24 significance. Upon information and belief, supervisors regularly communicate with MRs regarding  
25 their performance or progress toward achieving goals per pre-established "plans," which afford MRs  
26 few opportunities to exercise discretion regarding matters of significance. Upon information and  
27 belief, MRs and their immediate supervisors regularly discuss specific strategies or potential courses of  
28 action that would enable the MR to meet performance standards, and MRs regularly aim to follow their

1 supervisor's instructions. Failure to comply with these instructions could result in severe adverse  
2 consequences, including termination. Upon information and belief, any discretion exercised by a MR  
3 does not involve matters concerning business operations or policy making, but rather routine matters  
4 such as scheduling and conducting dealer visits, completing administrative tasks, discussing loan  
5 programs or applications with dealers, or determining driving routes. When MRs speak with, or  
6 answer questions from, dealers, they merely apply learned customer service and interpersonal skills.  
7 MRs do not decide whether to approve loan applications. Upon information and belief, CPS neither  
8 regularly solicits nor adopts any recommendations offered by MRs regarding company policies or  
9 operations.

10 80. CPS misclassifies Plaintiff and Class Members as exempt employees.

11 81. CPS has violated and continues to violate Wage Order No. 4-2001(11), and Labor Code  
12 §§ 226.7 and 512 because it has failed to provide meal periods or pay premium compensation owed to  
13 aggrieved employees for missed meal periods. CPS does not have a policy or practice of providing  
14 meal periods to MRs. Additionally, CPS assigns tasks and responsibilities such that MRs are obliged  
15 to miss meal periods because they have to work while they have their meals.

16 82. As a result of CPS' unlawful failure to provide meal periods to all Class Members or  
17 pay an hour of premium pay at the regular rate for each missed meal period, Plaintiff and Class  
18 Members are entitled to recover one hour of pay at their regular rate of compensation for each workday  
19 that a meal period was not provided, plus interest, attorney's fees, and costs, as well as further relief as  
20 described below.

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Provide Rest Periods**

23 **[Cal. Labor Code § 226.7, and Cal. Code Regs. Tit. 8 § 11040]**

24 83. Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
25 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
26 herein.

27 84. California Labor Code § 226.7 states, in relevant part, "[a]n employer shall not require  
28 an employee to work during a ... rest ... period," and if "an employer fails to provide an employee a  
rest period ... the employer shall pay the employee one additional hour of pay at the employee's

1 regular rate of compensation for each workday that the meal or rest or recovery period is not  
2 provided.”

3 85. Wage Order No. 4-2001 states, in relevant part, “[e]very employer shall authorize and  
4 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each  
5 work period. The authorized rest period time shall be based on the total hours worked daily at the rate  
6 of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” The Wage Order  
7 requires an employer to “pay the employee one (1) hour of pay at the employee’s regular rate of  
8 compensation for each workday that the rest period is not provided.”

9 86. Plaintiff and Class Members are non-exempt employees. Neither of the exemptions to  
10 California Industrial Welfare Commission Wage Order No. 4-2001, Cal. Code Regs. Tit. 8, § 11040  
11 applies.

12 87. The “Outside Sales Exemption” does not apply because MRs are not “outside  
13 salespersons.” MRs do not consummate individual sales; nor are they tasked with entering into any  
14 contract for the sale of property. MRs’ primary duties are to visit, maintain relationships with, and  
15 provide customer service to dealerships – neither of which involves sales.

16 88. The commissions exemption under the Labor Code does not apply. First, MRs never  
17 make any actual sales. Second, more than half of MRs’ total compensation derives from a base salary.  
18 The per-contract amount that is supposed to be paid to MRs is not calculated as a proportion of the  
19 amount that CPS earns on a purchased or sold loan contract.

20 89. The “Administrative Exemption” does not apply because MRs do not perform “work  
21 directly related to management policies or general business operations.” MRs do not “service” CPS as  
22 a business; nor are MRs’ responsibilities “ancillary” to core business functions. MRs neither advise  
23 management, plan business operations, negotiate on behalf of the company, establish promotion  
24 policies, nor control any business operations.

25 90. The “Administrative Exemption” also does not apply because MRs do not “customarily  
26 and regularly exercise[] discretion and independent judgment” in their duties. The vast majority of  
27 contract approval decisions are made by CPS’ automated systems.  
28

1           91.     Upon information and belief, MRs are closely supervised by more senior CPS  
2 personnel, such that MRs lack discretion and independent judgment with respect to matters of  
3 significance. Upon information and belief, supervisors regularly communicate with MRs regarding  
4 their performance or progress toward achieving goals per pre-established “plans,” which afford MRs  
5 few opportunities to exercise discretion regarding matters of significance. Upon information and  
6 belief, MRs and their immediate supervisors regularly discuss specific strategies or potential courses of  
7 action that would enable the MR to meet performance standards, and MRs regularly aim to follow their  
8 supervisor’s instructions. Failure to comply with these instructions could result in severe adverse  
9 consequences, including termination. Upon information and belief, any discretion exercised by a MR  
10 does not involve matters concerning business operations or policy making, but rather routine matters  
11 such as scheduling and conducting dealer visits, completing administrative tasks, discussing loan  
12 programs or applications with dealers, or determining driving routes. When MRs speak with, or  
13 answer questions from, dealers, they merely apply learned customer service and interpersonal skills.  
14 MRs do not decide whether to approve loan applications. Upon information and belief, CPS neither  
15 regularly solicits nor adopts any recommendations offered by MRs regarding company policies or  
16 operations.

17           92.     CPS misclassifies Plaintiff and Class Members as exempt employees.

18           93.     CPS has violated and continues to violate Wage Order No. 4-2001(11) and (12), and  
19 Labor Code § 226.7 because it has failed to provide rest periods or pay premium compensation owed  
20 to aggrieved employees for missed rest periods. CPS does not have a policy or practice of providing  
21 rest periods to MRs. In addition, CPS’ assignment of responsibilities and tasks to MRs require MRs to  
22 miss rest periods because they either had to work while resting, including, for example, providing  
23 customer service to auto dealerships or communicating with their supervisors when they were  
24 supposed to be resting. CPS is aware that MRs routinely do not take rest periods.

25           94.     As a result of CPS’ willful and unlawful failure to provide rest periods to all California  
26 Class Action Members and CPS’ failure to pay an hour of premium pay at the regular rate for each day  
27 a rest period was not provided, Plaintiff and California Class Action Members are entitled to recover  
28



1 one hour of pay at their regular rate of compensation for each workday that a rest period was not  
2 provided, plus interest, attorney's fees, and costs, as well as further relief as described below.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Pay All Wages Due Upon Termination**

5 **[Cal. Labor Code §§ 201, 202, 203, and Cal. Code Regs. Tit. 8 § 11040]**

6 95. Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
7 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
8 herein.

9 96. California Labor Code §§ 201 and 202 require employers to pay all compensation due  
10 and owed to all employees through the time the employer-employee relationship terminates, including  
11 all payments owed under the New Hire Plan.

12 97. Upon information and belief, CPS has not compensated Plaintiff, or similarly situated  
13 individuals, all compensation due and owed including all overtime wages, and any premiums for  
14 missed rest and meal periods.

15 98. Pursuant to §§ 201, 202, and 203 of the Labor Code, Plaintiff and similarly situated  
16 individuals are also entitled to recover wages that would have been earned past their due date, as  
17 penalties, up to thirty days.

18 **SIXTH CAUSE OF ACTION**

19 **Failure to Reimburse Business Expenses**

20 **[Cal. Labor Code § 2802, and Cal. Code Regs. Tit. 8, § 11040]**

21 99. Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
22 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
23 herein.

24 100. California Labor Code § 2802 requires employers to indemnify an employee for all  
25 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of  
26 the employee's duties.

27 101. During all relevant times, CPS required MRs to use their personal automobiles,  
28 computers, phones, and internet for work-related tasks. CPS has failed to indemnify Plaintiff and  
Class Members for costs related to use of their personal automobiles, computers, phones, and internet  
for work-related tasks.

1 102. Upon information and belief, CPS reimburses \$200 if CPS purchases thirty to thirty-  
2 nine contracts within the MR's territory, \$300 if forty to forty-nine contracts are purchased, \$400 if  
3 fifty to fifty-nine contracts are purchased, and, in no event will CPS reimburse more than \$500 per  
4 month. Upon information and belief, since CPS does not regularly purchase thirty or more contracts  
5 within a territory, CPS regularly provides no reimbursement to MRs for necessary business expenses.

6 103. Plaintiff and Class Members are entitled to indemnification of their work-related  
7 expenses plus prejudgment interest pursuant to California Labor Code § 2802.

8 **SEVENTH CAUSE OF ACTION**  
9 **Failure to Furnish Accurate Itemized Wage Statements**  
10 **[Cal. Labor Code § 226, and Cal. Code Regs. Tit. 8 § 11040]**

11 104. Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
12 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
13 herein.

14 105. California Labor Code § 226(a) provides, in relevant part, that every employer must  
15 furnish each employee with an itemized wage statement that shows the total number of hours worked  
16 each pay period, gross wages, net wages, all deductions, all applicable hourly rates of pay, the name  
17 and address of the legal entity that is the employer, and other information.

18 106. CPS has violated, and continues to violate, Labor Code § 226(a) because it fails to  
19 furnish wage statements to MRs that show: the total hours worked by the employee (*see* item 2 of §  
20 226(a)), and all applicable hourly rates in effect during the pay period and the corresponding number  
21 of hours worked at each hourly rate by the employee (*see* item 9 of § 226(a)). More specifically, the  
22 wage statements, as shown in Exhibit 3, merely reflect forty (40) hours worked per week, which is less  
23 than the total and actual hours worked. Additionally, the wage statements omit the applicable overtime  
24 rate.

25 107. Upon information and belief, CPS customarily omitted items 2 and 9 from the wage  
26 statements, and therefore, CPS knowingly and intentionally failed to comply with § 226(a).

27 108. California Labor Code § 226(e)(1) provides that an employee suffering injury as a result  
28 of a knowing and intentional failure by an employer to provide accurate itemized wage statements is  
entitled to recover the greater of all actual damages suffered, or fifty dollars (\$50) for the initial

1 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars  
2 (\$4,000), in addition to costs and reasonable attorney's fees. An employee is deemed to be injured if  
3 the employer fails to provide accurate and complete information in relation to items 2 or 9 of § 226(a).

4 109. Given CPS' knowing and intentional failure to furnish accurate wage statements as  
5 described above, and given Plaintiff's presumed injury as a result thereof, CPS violated § 226. As a  
6 result, Plaintiff seeks all relief available pursuant to § 226.

7 **EIGHTH CAUSE OF ACTION**  
8 **Unfair Competition Law Violations**  
9 **[Cal. Business & Professions Code §§ 17200 *et seq.*]**

10 110. Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
11 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
12 herein.

13 111. California Business & Professions Code §§ 17200 *et seq.* prohibits unfair competition  
14 in the form of any unlawful, unfair, deceptive, or fraudulent business practices.

15 112. CPS has committed unlawful, unfair, deceptive, and/or fraudulent acts as defined by  
16 California Business & Professions Code §17200. CPS' unlawful, unfair, deceptive, and/or fraudulent  
17 business practices include, but are not limited to, failing to pay guaranteed compensation under the  
18 New Hire Plan for at least one of the applicable months, failing to pay overtime wages, failing to  
19 provide mandated meal and rest periods or paying premium compensation for missed meal and rest  
20 periods, and failing to indemnify MRs for required business expenses.

21 113. As a result of these unlawful, unfair, and/or fraudulent business practices, CPS reaped  
22 ill-gotten benefits and illegal profits at the expense of Plaintiff and similarly situated individuals.

23 **NINTH CAUSE OF ACTION**  
24 **Violation of the Private Attorney General Act of 2004 ("PAGA")**  
25 **[Cal. Labor Code §§ 2698 *et seq.*]**

26 114. Plaintiff, on behalf of himself and all others similarly situated, re-alleges and  
27 incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth  
28 herein.

115. Plaintiff and all similarly situated individuals are "aggrieved employees" under PAGA,  
as they are or were employed by CPS during the applicable statutory period and suffered one or more

1 Labor Code violations. As such, Plaintiff seeks to recover, on behalf of himself and all current and  
2 former aggrieved employees of CPS, the civil penalties provided by PAGA, plus reasonable attorneys'  
3 fees and costs.

4 116. Plaintiff seeks to recover the PAGA civil penalties through a representative action as  
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969  
6 (2009). Class certification of the PAGA claims is not required, but Plaintiff may seek certification of  
7 the PAGA claims.

8 117. Plaintiff seeks to pursue remedies pursuant to PAGA for the following violations:

9 118. For CPS' failure to pay California MRs overtime, Plaintiff seeks recovery of civil  
10 penalties, including wages as set forth in California Labor Code § 558.

11 119. For CPS' failure to provide California MRs with meal periods or rest periods, Plaintiff  
12 seeks civil penalties, including wages as set forth in California Labor Code § 558.

13 120. For CPS' knowing and intentional failure to provide accurate wage statements,  
14 California Labor Code § 226.3 imposes a civil penalty, in addition to any other penalty provided by  
15 law, of two hundred fifty dollars (\$250) per aggrieved employee for the first violation of California  
16 Labor Code § 226(a), and one thousand dollars (\$1,000) per aggrieved employee for each subsequent  
17 violation.

18 121. For CPS' willful failure to keep accurate records at a central location as required by  
19 California Labor Code § 1174(d), CPS is subject to a civil penalty of five hundred dollars (\$500) under  
20 California Labor Code § 1174.5. Upon information and belief, CPS repeatedly failed to maintain  
21 accurate records at a central location pursuant to § 1174(d), and therefore, CPS' failure to maintain  
22 such records was willful.

23 122. For CPS' failure to indemnify California MRs for all necessary business expenditures,  
24 CPS is liable for the amount of civil penalties described in the paragraph below, pursuant to California  
25 Labor Code § 2802.

26 123. California Labor Code § 2698 *et seq.* imposes a civil penalty of one hundred dollars  
27 (\$100) per pay period per aggrieved employee, for the initial violation of Labor Code §§ 226.7 and  
28

1 2802. For each subsequent violation, the penalty is two hundred dollars (\$200) per aggrieved  
2 employee, per pay period.

3 124. A true and correct copy of the claim notice filed online with the California Labor and  
4 Workforce Development Agency (“LWDA”), LWDA Case Number LWDA-CM-543261-18, a copy of  
5 which was sent via certified mail to Defendants, is attached as Exhibit 1. As of today’s date, the  
6 LWDA has provided no notice to Plaintiff regarding its intention to investigate or not investigate any  
7 of the claims.

8 125. Enforcement of statutory provisions to protect workers and to ensure proper and prompt  
9 payment of wages is a fundamental public interest. Plaintiff’s successful enforcement of important  
10 rights affecting the public interest will confer a significant benefit for the general public. Private  
11 enforcement of these rights is necessary, as no public agency has pursued enforcement.

12 126. As a result of the violations alleged, Plaintiff, who is an aggrieved employee, on behalf  
13 of himself and other aggrieved employees, seeks all relief available pursuant to California Labor Code  
14 § 2699, including all civil penalties, attorneys’ fees, expenses, and costs.

15 **PRAYER FOR RELIEF**

16 127. WHEREFORE, Plaintiff, individually and on behalf of all similarly situated individuals,  
17 respectfully requests this Court to grant relief against Defendants as follows:

18 A. Designate this action as a collective action on behalf of the Collective Action Members  
19 and authorize issuance of notice pursuant to 29 U.S.C. § 216(b) to all Collective Action Members,  
20 apprising them of the pendency of this action and permitting them to timely assert FLSA claims in this  
21 action by filing individual consents to opt into this proceeding;

22 B. Certify this action as a class action pursuant to California Code of Civil Procedure  
23 § 382 for the Class Members, and appoint Plaintiff as Class Representative, and their attorneys as  
24 Class Counsel;

25 C. Direct class notice to all California Class Action Members;

26 D. Declare that Defendants misclassified all Class Members under the California Labor  
27 Code as exempt from overtime wages;

1 E. Declare that Defendants misclassified all Collective Action Members under the FLSA  
2 as exempt from overtime wages;

3 F. Award unpaid wages, including all overtime compensation and meal and rest period  
4 premiums, due under California law and the FLSA, to Plaintiff, Class Members, and Collective Action  
5 Members;

6 G. Award damages for Defendants' failure to provide accurate itemized wage statements;

7 H. Award damages and restitution for Defendants' failure to reimburse necessary business  
8 expenses;

9 I. Award civil penalties under California Labor Code § 2698 *et seq.* for violations of  
10 Labor Code §§ 226.7, 510, 512, 1194, and 2802, as well as Wage Order No. 4-2001;

11 J. Award liquidated damages to Plaintiff and Collective Action Members as a result of  
12 CPS' willful failure to pay for all wages, as well as overtime compensation, due pursuant to the FLSA;

13 K. Award pre-judgment and post-judgment interest;

14 L. Award costs and expenses of this action;

15 M. Award reasonable attorneys' fees; and

16 N. Award such other relief as this Court deems just and proper.

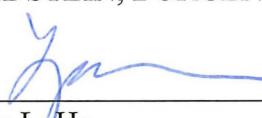
17 **JURY TRIAL DEMANDED**

18 Plaintiff demands a trial by jury on claims so triable.

19 Dated: November 2, 2018

20 Respectfully submitted,

21 GOLDSTEIN, BORGEN, DARDARIAN & HO

22   
23 \_\_\_\_\_  
24 Laura L. Ho

25 Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 Case: *Lawson v. Consumer Portfolio Services, Inc.*

3 Case No.: 30-2018-01021149-CU-OE-CXE

4 STATE OF CALIFORNIA )  
5 ) SS  
6 COUNTY OF ORANGE )

7 I have an office in the county aforesaid. I am over the age of eighteen years and not a party to  
8 the within entitled action. My business address is 300 Lakeside Drive, Suite 1000, Oakland, California  
9 94612.

10 I declare that on the date hereof I served a copy of

11 **FIRST AMENDED COMPLAINT**

12 SEE SERVICE LIST, BELOW

13  **By Electronic Service:** Based on a court order or an agreement of the parties to accept  
14 electronic service, I caused the documents to be sent to the persons at the electronic service  
15 address(es) as set forth below

16  (*State*) I declare under penalty of perjury under the laws of the State of California that the  
17 foregoing is true and correct.

18 Executed at Oakland, California on November 2, 2018

19 

20 Jacqueline Thompson

Printed Name

Signature

21 **SERVICE LIST**

22 Adrienne Marshack  
23 amarshack@manatt.com  
24 Matt Golper  
25 mgolper@manatt.com  
26 Manatt, Phelps & Phillips,  
27 695 Town Center Drive, 14th Floor  
28 Costa Mesa, CA 92626

# **EXHIBIT 1**





Goldstein, Borgen,  
Dardarian & Ho

Of Counsel  
Barry Goldstein  
David Borgen  
Morris J. Baller

Shareholders  
Linda M. Dardarian  
Laura L. Ho

June 4, 2018

**Private Attorneys General Act – Online Filing**

Attn. PAGA Administrator

Re: Labor Code Private Attorney General Act Notice

To Whom It May Concern:

This firm represents aggrieved employee James Lawson, individually and on behalf of all others similarly situated, who work or worked for Consumer Portfolio Services, Inc. (“CPS”)<sup>1</sup> as a Marketing Representative, Field Marketing Sales Representative, or other title tasked with visiting auto dealerships on behalf of CPS (collectively, “MR”). CPS employed Mr. Lawson as an MR between July 31, 2017 and March 16, 2018.

This letter provides notice of claims for penalties and wages against CPS under the Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.*, (“PAGA”), the following California Labor Code sections: 201-02 (waiting time); 203 (willfulness); 204 (bi-monthly accurate wage payments); 204.1 (failure to pay all commission wages monthly); 210 (failure to pay all wages); 226 (wage statements); 226.3 (wage statement penalties); 226.7 (meal and rest periods); 256 (waiting time penalties); 510 (overtime), 512 (meal and rest periods); 558 (penalties and wages for failure to pay all wages); 1174 and 1174.5 (payroll records); and 2802 (reimbursement of necessary business expenses); and California Industrial Welfare Commission Wage Orders 4-2001, Cal. Code Regs. tit. 8, § 11040 (“Wage Order 4”), and 7-2001, Cal. Code Regs. tit. 8, § 11070 (“Wage Order 7”).

The aggrieved employees hereby invite the Labor and Workforce Development Agency to investigate and take any action it deems appropriate.

**I. Background**

**A. CPS’ Business**

CPS is an auto finance company that purchases subprime auto loans directly from auto dealerships. CPS admits that the “dealerships write the loans” and that the dealerships originate the loans. After CPS purchases the loan contract, CPS bundles purchased subprime loans together, cuts the bundle into pieces, sells the pieces as securities to investors, and services the loans over their lifetimes. CPS uses the proceeds from selling the securitized loans, as well as loans, to purchase additional subprime auto loans. This is CPS’ primary business; though CPS

<sup>1</sup> CPS is incorporated and has its principal place of business in California.



also finances a small number of subprime loans directly to consumers who use the loans to purchase automobiles.

CPS only purchases auto loans from auto dealerships that have entered into CPS' "Dealership Agreement," which is a standardized form contract drafted by CPS. Once CPS has entered into a Dealership Agreement with a dealership, the dealership can then submit credit applications on behalf of its customers to CPS. Dealerships typically submit an auto buyer's credit application to more than one financing source.

According to CPS, the decision whether to approve (and purchase) a credit application is made through CPS' "proprietary automated decisioning system, or in some cases, one of our credit analysts." CPS states that its "automated application decisioning system produce[s] [CPS'] initial decision within seconds on approximately 99% of those applications." This automated CPS system determines that the application is either approved, denied, or that the application will be accepted under different loan terms. This approval is then communicated to the dealership. The dealership then notifies CPS whether the auto buyer has chosen to accept CPS' loan, and, if that happens, CPS provides the financing to the dealership and purchases the contract for the loan to the auto buyer.

#### **B. CPS' Marketing Representatives.**

MRs are tasked with visiting dealership and clerical tasks. CPS assigns MRs to a "territory," a set geographic area. Within a territory, there are typically between 90 and 125 dealerships. MRs provide customer service to the dealerships, such as information trainings about CPS' loan products and how to use CPS' systems to request a loan. MRs present standardized materials that they receive from CPS to the auto dealerships. MRs are also required to enter data on CPS' computer system as well as answer work-related emails and phone calls when not visiting dealerships.

Most dealerships that MRs visit have already signed a Dealership Agreement with CPS. MRs also visit dealerships that have not entered into the Agreement to help establish CPS' relationship with the dealership. Of the time MRs spend visiting dealerships, at least 75% of the time is at dealerships who have already signed the Dealership Agreement.

If a dealership has not signed a Dealership Agreement and tells an MR that they want to enter into a Dealership Agreement, other, higher-level CPS employees determine whether CPS will enter into an agreement with the dealership. MRs have no ability to enter into a Dealership Agreement on behalf of CPS, nor do MRs have any ability to negotiate the terms of a Dealership Agreement. Instead, MRs merely present CPS' standardized marketing materials, a copy of the standard Dealership Agreement, and a document describing the documentation that CPS requires from dealerships before CPS will enter into a Dealership Agreement.

All MRs are compensated in the same manner. There is a base salary and a "bonus." The bonus is tied to the quantity of loan contracts that CPS purchases from dealerships located within the MR's territory. The more contracts purchased, the higher the amount of bonus paid per contract. For example, if thirty contracts are purchased by CPS within the MR's territory

within a month, the MR is supposed to be paid a certain amount of bonus per contract purchased, and the per-contract bonus amount increases as the number of contracts purchased increases.

In addition, all new hires are subject to CPS' "New Hire Rep/BDR Compensation Plan" ("New Hire Plan"). The New Hire Plan provides that all MRs are guaranteed at least \$7,000 for each of the first six months worked and \$6,000 for each of the seventh through twelfth months worked. After the first twelve months worked, the above-described bonus plan calculations are supposed to be followed.

CPS fails to pay the guaranteed amounts to MRs under the New Hire Plan. For example, Mr. Lawson worked a total of seven months, sixteen days because he worked as an MR from July 31, 2017 through March 16, 2018. Under the New Hire Plan, CPS was supposed to pay Mr. Lawson, at a minimum, \$7,000 for each of the first six months and \$6,000 per month for the last one and a half months worked, which means that Mr. Lawson should have been paid \$51,000 for the work he did for CPS; however, CPS paid Mr. Lawson almost \$2,700 less – it paid him a total of \$48,311.64 – than what CPS owed Mr. Lawson pursuant to the New Hire Plan. CPS similarly failed to fully pay other aggrieved employees the amounts owed under the New Hire Plan.

All MRs work out of their home, use their own car to travel to and between dealerships, use their own phone for work-related calls and emails, and use their own computer and internet for work-related required tasks. CPS does not fully reimburse MRs for these expenses. CPS reimburses \$200 if it purchased thirty to thirty-nine contracts within the MR's territory, \$300 if forty to forty-nine contracts are purchased, \$400 if fifty to fifty-nine contracts are purchased, and, in no event, will CPS reimburse more than \$500 in a month for expenses. Since CPS does not regularly purchase thirty or more contracts within a territory, CPS regularly provides no reimbursement to MRs for necessary business expenses incurred.

CPS requires all MRs to clock-in and clock-out each day through CPS' AS400 system. MRs are supposed to clock-in at home in the morning when they begin working and clock-out from home at night when they stop working. MRs are supposed to work each workday and are also required to work on most Saturdays. MRs regularly work at least fifty hours per week.

## **II. CPS Misclassifies All MRs as Exempt from Overtime.**

CPS misclassifies all MRs as exempt from overtime because MRs do not qualify for any overtime exemption. First, MRs are not "outside" sales or "commissioned" employees. MRs neither make their own sales nor make any sales. Instead, MRs' primary duties are to maintain relationships with dealerships and provide customer services to dealerships. The dealerships originate the loans with car buyers. MRs are not permitted to speak to car buyers, and they are unable to approve loan applications or purchase loan contracts. Instead, CPS' automated system or other CPS employees determine whether to purchase a loan contract.

What CPS calls "commissions" do not qualify as commissions under the Labor Code for several reasons. These payments are less than twice the California minimum wage. MRs never actually make sales. In addition, the per-contract bonus amount that is supposed to be paid to MRs is not calculated as a proportion of the amount that CPS earns on a purchased or sold loan contract.

MRs are at the bottom of the corporate hierarchy. CPS supervises the MRs closely. MRs do not supervise anyone, and they are not responsible for hiring and firing. MRs do not have the authority to formulate CPS management policies, do not have the authority to affect CPS' management policies, and do not develop strategy.

MRs lack authority to negotiate on behalf of or bind CPS on any significant matters, including with respect to Dealership Agreements and auto loans. MRs negotiate cannot or alter the standard Dealership Agreement. MRs are unable to enter into a Dealership Agreement and they do not have control over whether CPS decides to sign a Dealership Agreement.

#### **A. Unlawful Failure to Pay All Overtime Wages**

CPS has violated and continues to violate Wage Order Nos. 4(2)(K), (3) and 7(2)(G) and Labor Code §§ 510, 558, and 1194 because it fails to compensate MRs for all overtime wages. CPS requires MRs to work over forty hours a week and/or eight hours a day. Although CPS has knowledge that MRs work more than forty hours a week and/or eight hours a day, CPS fails to pay them overtime. The regular rate of pay includes all compensation, such as "base salary" and non-discretionary bonuses.

As a result, with respect to all aggrieved employees, CPS has violated California Labor Code §§ 510 and Industrial Welfare Commission Wage Orders 4 and 7, and is liable for civil penalties and wages pursuant to California Labor Code §§ 558 and 2698 *et seq.*

#### **B. Unlawful Failure to Furnish Compliant Wage Statements**

CPS has violated and continues to violate Labor Code § 226 because it willfully fails to furnish wage statements to MRs that show: the total and actual hours worked, the accurate gross and net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The wage statements do not list the actual hours worked; instead, they list just forty hours worked per week. The wage statements also do not reflect the regular rate or the overtime rate, nor the corresponding number of hours worked.

As a result, with respect to all aggrieved employees, CPS is liable for civil penalties pursuant to California Labor Code §§ 226.3 and 2698 *et seq.*

#### **C. Unlawful Failure to Provide Meal and Rest Periods or to Provide Pay Premiums for Missed Rest and Meal Periods**

CPS has violated and continues to violate Wage Order Nos. 4(11), (12) and 7(11), (12) and Labor Code §§ 226.7 and 512 because it has failed to provide meal and rest periods and to pay premium compensation due its employees for missed meal and rest periods. CPS does not have a policy or practice of providing meal or rest periods to MRs. In addition, CPS' assignment of responsibilities and tasks to MRs require MRs to miss meal and rest periods because they either had to work while they had their meal, including, for example, providing customer service to auto dealerships or communicating with their managers. CPS is aware that MRs routinely do not take meal and rest periods.

As a result, with respect to all aggrieved employees, CPS is liable for civil penalties and wages pursuant to California Labor Code §§ 558 and 2698 *et seq.*

**D. Unlawful Failure to Reimburse**

CPS has violated and continues to violate Wage Order Nos. 4(9) and 7(9) and Labor Code § 2802. MRs must use their own vehicles, phones, and home internet for work-related required tasks. CPS regularly fails to reimburse MRs for the full cost of using their own vehicles, phones, and home internet for work.

As a result, with respect to all aggrieved employees, CPS is liable for civil penalties pursuant to California Labor Code Labor Code §§ 558, 2802, and 2698 *et seq.*

**E. Unlawful Failure to Pay Wages Due Upon Termination**

CPS has violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to all former MRs at the time their employment was terminated, including failure to pay overtime wages, all bonuses, and all payments owed under the New Hire Plan.

Pursuant to §§ 203 and 256 of the Labor Code, Plaintiffs and similarly situated individuals are now also entitled to recover up to thirty days of wages due to Defendant's "willful" failure to comply with the statutory requirements of sections 201 and 202. Additionally, because CPS violated California Labor Code §§ 201, 201 and 203 of the Labor Code, CPS is liable for civil penalties pursuant to California Labor Code §§ 203, 256, and 2698 *et seq.*

**F. Unlawful Failure to Pay All Wages Owed Twice Each Calendar Month**

CPS has violated California Labor Code § 204 because it failed to pay all wages owed – including overtime wages, all bonuses, and all payments owed under the New Hire Plan – a twice each calendar month. Labor Code § 204(a) requires that employers pay "*all wages* [. . .] twice during each calendar month on days designated in advance by the employer as the regular paydays" (emphasis added).

As a result, with respect to all aggrieved employees, CPS is liable for civil penalties pursuant to Labor Code §§ 204, 558, 1197.1, and 2698 *et seq.*

**G. Unlawful Failure to Pay All Commission Wages Owed Each Calendar Month**

CPS has violated California Labor Code §§ 204.1 because it failed to pay all wages owed, including overtime wages, and wages for missed meal and rest periods, twice each calendar month. Labor Code § 204.1 requires that employers pay all commission wages due each calendar month.

As a result, with respect to all aggrieved employees, CPS is liable for civil penalties pursuant to Labor Code §§ 204.1 (if any wages are considered commissions), 210, and 2698 *et seq.*



**H. Unlawful Failure to Provide Signed Copy of Commission Contract**

CPS has also violated California Labor Code § 2751 because it failed to provide aggrieved employees a written commission contract at the commencement of employment, failed to provide a signed copy of a commission contract to employees, and failed to obtain a signed receipt for the contract from each employee.

As a result, with respect to all aggrieved employees, CPS is liable for civil penalties pursuant to Labor Code §§ 2751, and 2698 *et seq.*

**I. Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked**

CPS has violated Wage Order Nos. 4(7) and 7(7) and California Labor Code § 1174 because it failed to keep payroll records showing total hours worked, *inter alia*, by not showing overtime hours worked and meal periods taken.

As a result, with respect to all aggrieved employees, CPS is liable for civil penalties pursuant to California Labor Code §§ 1174.5 and 2698 *et seq.*

The aggrieved employee, on behalf of himself and others similarly situated, hereby invites the Labor and Workforce Development Agency to take any action it deems appropriate.

Very truly yours,



Byron Goldstein

BRG/kbm

cc: (Via Certified Mail, Return Receipt Requested)  
Michael T. Lavin  
Consumer Portfolio Services, Inc.  
19500 Jamboree Road  
Irvine, CA 92612

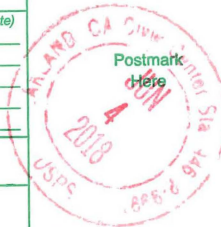
7016 2710 0000 5613 6634

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**CERTIFIED MAIL® RECEIPT**  
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**OFFICIAL USE** 682

Certified Mail Fee	\$ 3.45
<b>Extra Services &amp; Fees (check box, add fee as appropriate)</b>	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 2.75
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	.88
<b>Total Postage and Fees</b>	<b>6.88</b>



Sent To Michael T. Levin, Consumer Portfolio Services  
 Street and Apt. No., or PO Box No. 19500 Jamboree Rd  
 City, State, ZIP+4® Irvine, CA 92612

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

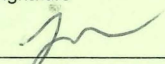
1. Article Addressed to:

Michael T. Levin  
 Consumer Portfolio Services, Inc.  
 19500 Jamboree Road  
 Irvine, CA 92612

2. Article Number (Transfer from service label)

7016 2710 0000 5613 6634

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
   Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No



3. Service Type  
 Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

# **EXHIBIT 2**



PAY200A

C O N S U M E R   P O R T F O L I O   S E R V I C E S

PAGE 1  
03/15/18  
14:12:08

Time Clock Entries  
From 3/03/18 To 3/16/18

Clock #: 755624 Name: LAWSON, JAMES P.

Type: SALARIED Dept: 51

Error Flag	Day	Date	Time In	Time Out	In Out	Error Message	Work Time	Reg. Time	Over Time	Other Time	Station	Comments
Week 3/03/18 - 3/09/18												
	SAT	3/03	7:54		I						JIMLA	
	SAT	3/03		17:18	O		9:24				JIMLA	
	Total for Day 3/03 :							8:00	0:24			
	MON	3/05	8:01		I						JIMLA	
	MON	3/05		17:43	O		9:42				JIMLA	
	Total for Day 3/05 :							8:00	0:42			
	TUE	3/06	7:52		I						JIMLA	
	TUE	3/06		17:04	O		9:12				JIMLA	
	Total for Day 3/06 :							8:00	0:12			
	WED	3/07	7:51		I						JIMLA	
	WED	3/07		17:28	O		9:37				JIMLA	
	Total for Day 3/07 :							8:00	0:37			
	THU	3/08	7:52		I						JIMLA	
	THU	3/08		17:20	O		9:28				JIMLA	
	Total for Day 3/08 :							8:00	0:28			
	FRI	3/09	7:56		I						JIMLA	
	FRI	3/09		17:23	O		9:27				JIMLA	
	Total for Day 3/09 :							0:00	8:27			
Total for Week 3/03/18 - 3/09/18 :								**	40:00	10:50		
								**	40:00	10:83	.00	**

CONSUMER PORTFOLIO SERVICES  
 Time Clock Entries  
 From 3/03/18 To 3/16/18

Clock #: 755624 Name: LAWSON, JAMES P. Type: SALARIED Dept: 51

Error Flag	Day	Date	Time In	Time Out	In Out	Error Message	Work Time	Reg. Time	Over Time	Other Time	Station	Comments
Week 3/10/18 - 3/16/18												
	SAT	3/10	9:20		I						JIMLA	
	SAT	3/10		16:57	O		7:37				JIMLA	
	Total for Day		3/10 :					6:37	0:00			
	MON	3/12	7:54		I						JIMLA	
	MON	3/12		17:10	O		9:16				JIMLA	
	Total for Day		3/12 :					8:00	0:16			
	TUE	3/13	7:51		I						JIMLA	
	TUE	3/13		17:42	O		9:51				JIMLA	
	Total for Day		3/13 :					8:00	0:51			
	WED	3/14	9:23		I						JIMLA	
	WED	3/14		18:40	O		9:17				JIMLA	
	Total for Day		3/14 :					8:00	0:17			
ERROR	THU	3/15	8:02		I						JIMLA	
	Total for Day		3/15 :			MISSING OUT PUNCH		0:00	0:00			
Total for Week			3/10/18 - 3/16/18 :					30:37	1:24			
							**	30.62	1.40	.00	**	
Total for P/P			3/03/18 - 3/16/18 :					70:37	12:14			
							**	70.62	12.23	.00	**	
Total for Employee			LAWSON :					70:37	12:14			
/*	ERROR	/*	ERROR	/*	ERROR	/*	ERROR	/*	ERROR	/*		**
							**	70.62	12.23	.00	**	

\* \* \* END OF REPORT \* \* \*

+72.00 REG HOURS FROM 3/03 TO 3/15  
 + 8.00 FLH USED -PAID DIRECT DEPOSIT THROUGH 3/16/18  
 =80.00 HRS  
 -80.00 HOURS PAID 3/16  
 0.00

# **EXHIBIT 3**

CO. FILE DEPT. CLOCK NUMBER  
1XZ 755624 510000 0002870982 1

006-0001

CPS MARKETING, INC.  
19500 JAMBOREE ROAD  
IRVINE, CA 92612  
(800)342-9246

# Earnings Statement



Period Beginning: 07/22/2017  
Period Ending: 08/04/2017  
Pay Date: 08/04/2017

Taxable Marital Status: Married  
Exemptions/Allowances:  
Federal: 1  
CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period
Regular	23.0770	40.00	923.08
<b>Gross Pay</b>			<b>\$923.08</b>

year to date
923.08
923.08

Deposits
Account No. xxxxxx8360
Transit/ABA xxxx xxxx
Pending

Deductions	Statutory
Federal Income Tax	-43.46
Social Security Tax	-57.23
Medicare Tax	-13.38
CA State Income Tax	-5.33
CA SUI/SDI Tax	-8.31
<b>Net Pay</b>	<b>\$795.37</b>

**Important Notes**  
 YOUR BANK WAS NOTIFIED OF YOUR REQUEST FOR DIRECT DEPOSIT. IT WILL BEGIN AFTER ACCOUNT VERIFICATION.  
 SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

**Net Check \$795.37**

Your federal taxable wages this period are \$923.08

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19500 JAMBOREE ROAD  
IRVINE, CA 92612  
(800)342-9246

1XZ 90-477/1222  
Payroll check number: 0002870982  
Pay date: 08/04/2017

Pay to the order of:

**JAMES PATRICK LAWSON**

This amount:

**SEVEN HUNDRED NINETY FIVE AND 37/100 DOLLARS**

**\$795.37**

ISSUED BY ADP PAYROLL SERVICES, INC. ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243  
~~VOID NON-NEGOTIABLE~~ ~~VOID NON-NEGOTIABLE~~

VOID AFTER 180 DAYS

Wells Fargo Bank, N.A.  
5401 California Ave  
Bakersfield, CA 93309



*WCS*  
ADP AUTHORIZED SIGNATURE

**REDACTED**

CO. FILE DEPT CLOCK VCHR\_NO  
1XZ 755624 510000 0000330022 1

023-0001

CPS MARKETING, INC.  
1950 JAMBOREE ROAD  
IRVINE, CA 92612  
(800)342-9246

# Earnings Statement



Period Beginning: 08/05/2017  
Period Ending: 08/18/2017  
Pay Date: 08/18/2017

**JAMES PATRICK LAWSON**  
**REDACTED**

Taxable Marital Status: Married  
Exemptions/Allowances:  
Federal: 1  
CA: 1

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	2,769.24
<b>Gross Pay</b>			<b>\$1,846.16</b>	<b>2,769.24</b>

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

Deductions	Statutory		
Federal Income Tax		-167.80	211.26
Social Security Tax		-114.46	171.69
Medicare Tax		-26.77	40.15
CA State Income Tax		-30.61	35.94
CA SUI/SDI Tax		-16.61	24.92
<b>Net Pay</b>		<b>\$1,489.91</b>	
Dd Checking		-1,489.91	1,489.91
<b>Net Check</b>		<b>\$0.00</b>	

Your federal taxable wages this period are \$1,846.16

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1950 JAMBOREE ROAD  
IRVINE, CA 92612  
(800)342-9246

Advice number: 0000330022  
Pay date: 08/18/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$1,489.91

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO.  
1XZ 755624 510000 0000350022 1

022-0001

CPS MARKETING, INC.  
1950 JAMBOREE ROAD  
IRVINE, CA 92612  
(800)342-9246

# Earnings Statement



Period Beginning: 08/19/2017  
Period Ending: 09/01/2017  
Pay Date: 09/01/2017

Taxable Marital Status: Married  
Exemptions/Allowances:  
Federal: 1  
CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	4,615.40
Commission			120.00	120.00
<b>Gross Pay</b>			<b>\$1,966.16</b>	<b>4,735.40</b>

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

Deductions	Statutory		
Federal Income Tax		-185.80	397.06
Social Security Tax		-121.90	293.59
Medicare Tax		-28.51	68.66
CA State Income Tax		-35.89	71.83
CA SUI/SDI Tax		-17.70	42.62
<b>Net Pay</b>		<b>\$1,576.36</b>	
Dd Checking		-1,576.36	3,066.27
<b>Net Check</b>		<b>\$0.00</b>	

Your federal taxable wages this period are \$1,966.16

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1950 JAMBOREE ROAD  
IRVINE, CA 92612  
(800)342-9246

Advice number: 0000350022  
Pay date: 09/01/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$1,576.36

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO.  
1XZ 755624 510000 0000370022 1

022-0001

CPS MARKETING, INC.  
19500 JAMBOREE ROAD  
IRVINE, CA 92612  
(800)342-9246

# Earnings Statement



Period Beginning: 09/02/2017  
Period Ending: 09/15/2017  
Pay Date: 09/15/2017

Taxable Marital Status: Married  
Exemptions/Allowances:  
Federal: 1  
CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	6,461.56
Commission			80.00	200.00
Product Pay			2,840.00	2,840.00
<b>Gross Pay</b>			<b>\$4,766.16</b>	<b>9,501.56</b>

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

Deductions	Statutory		
	Federal Income Tax	-741.64	1,138.70
	Social Security Tax	-295.51	589.10
	Medicare Tax	-69.11	137.77
	CA State Income Tax	-248.62	320.45
	CA SUI/SDI Tax	-42.89	85.51
	<b>Net Pay</b>	<b>\$3,368.39</b>	
	Dd Checking	-3,368.39	6,434.66
	<b>Net Check</b>	<b>\$0.00</b>	

Your federal taxable wages this period are \$4,766.16

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19500 JAMBOREE ROAD  
IRVINE, CA 92612  
(800)342-9246

Advice number: 00000370022  
Pay date: 09/15/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$3,368.39

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO.  
 1XZ 755624 510000 0000390021 1  
 021-0001

**Earnings Statement**



CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Period Beginning: 09/16/2017  
 Period Ending: 09/29/2017  
 Pay Date: 09/29/2017

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 1  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	23.07	80.00	1,846.16	8,307.72
Commission			80.00	280.00
Product Pay				2,840.00
<b>Gross Pay</b>			<b>\$1,926.16</b>	<b>11,427.72</b>

<u>Other Benefits and Information</u>	<u>this period</u>	<u>total to date</u>
Sick Hrs Avail		12.20

<u>Deductions</u>	<u>Statutory</u>		
Federal Income Tax		-179.80	1,318.50
Social Security Tax		-119.42	708.52
Medicare Tax		-27.93	165.70
CA State Income Tax		-34.13	354.58
CA SUI/SDI Tax		-17.34	102.85
<b>Net Pay</b>		<b>\$1,547.54</b>	
Dd Checking		-1,547.54	7,982.20
<b>Net Check</b>		<b>\$0.00</b>	

**Important Notes**  
 SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

Your federal taxable wages this period are \$1,926.16

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CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000390021  
 Pay date: 09/29/2017

<u>Deposited to the account of</u>	<u>account number</u>	<u>transit</u>	<u>ABA</u>	<u>amount</u>
JAMES PATRICK LAWSON	xxxxxx8360	xxxx	xxxx	\$1,547.54

THIS IS NOT A CHECK

**NON-NEGOTIABLE**



CO. FILE DEPT. CLOCK VCHR. NO  
 1XZ 755624 510000 0000410021 1

029-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

# Earnings Statement



Period Beginning: 09/30/2017  
 Period Ending: 10/13/2017  
 Pay Date: 10/13/2017

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 1  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	10,153.88
Commission			440.00	720.00
Product Pay			2,640.00	5,480.00
<b>Gross Pay</b>			<b>\$4,926.16</b>	<b>16,353.88</b>

Other Benefits and Information	this period	total to date
Sick Hrs Avail		12.20

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

Deductions	Statutory		
Federal Income Tax		-781.64	2,100.14
Social Security Tax		-305.42	1,013.94
Medicare Tax		-71.43	237.13
CA State Income Tax		-264.98	619.56
CA SUI/SDI Tax		-44.33	147.18
<b>Other</b>			
Tax Levy		-120.00	120.00
<b>Net Pay</b>		<b>\$3,338.36</b>	
Dd Checking		-3,338.36	11,320.56
<b>Net Check</b>		<b>\$0.00</b>	

Your federal taxable wages this period are \$4,926.16

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CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000410021  
 Pay date: 10/13/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$3,338.36

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO.  
 1XZ 755624 510000 0000430023 1  
 024-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

**Earnings Statement**



Period Beginning: 10/14/2017  
 Period Ending: 10/27/2017  
 Pay Date: 10/27/2017

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 1  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	12,000.04
Commission			520.00	1,240.00
Product Pay				5,480.00
<b>Gross Pay</b>			<b>\$2,366.16</b>	<b>18,720.04</b>

Other Benefits and Information	this period	total to date
Sick Hrs Avail		18.20

Deductions	Statutory	Other
Federal Income Tax	-245.80	2,345.94
Social Security Tax	-146.70	1,160.64
Medicare Tax	-34.31	271.44
CA State Income Tax	-53.49	673.05
CA SUI/SDI Tax	-21.30	168.48
Tax Levy	-120.00	240.00
<b>Net Pay</b>	<b>\$1,744.56</b>	
Dd Checking	-1,744.56	13,065.12
<b>Net Check</b>	<b>\$0.00</b>	

**Important Notes**  
 SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

Your federal taxable wages this period are \$2,366.16

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000430023  
 Pay date: 10/27/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$1,744.56

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO  
 1XZ 755624 510000 0000450023 1

024-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

# Earnings Statement



Period Beginning: 10/28/2017  
 Period Ending: 11/10/2017  
 Pay Date: 11/09/2017

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 1  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	13,846.20
Commission			240.00	1,480.00
Other Pay			2,080.00	2,080.00
Product Pay				5,480.00
<b>Gross Pay</b>			<b>\$4,166.16</b>	<b>22,886.20</b>

Other Benefits and Information	this period	total to date
Er 401K	124.98	124.98
Group Term Life	3.45	3.45
Sick Hrs Avail		18.20

Deductions	Statutory		
Federal Income Tax		-560.40	2,906.34
Social Security Tax		-258.52	1,419.16
Medicare Tax		-60.46	331.90
CA State Income Tax		-176.81	849.86
CA SUI/SDI Tax		-37.50	205.98
<b>Other</b>			
Tax Levy		-120.00	360.00
401(K) Contrib		-124.98*	124.98
<b>Net Pay</b>		<b>\$2,827.49</b>	
Dd Checking		-2,827.49	15,892.61
<b>Net Check</b>		<b>\$0.00</b>	

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$4,041.18

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 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000450023  
 Pay date: 11/09/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$2,827.49

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO  
**1XZ** 755624 510000 0000470024 1

024-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

# Earnings Statement



Period Beginning: 11/11/2017  
 Period Ending: 11/24/2017  
 Pay Date: 11/24/2017

**JAMES PATRICK LAWSON**  
**REDACTED**

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 1  
 CA: 1

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	15,692.36
Commission			280.00	1,760.00
Other Pay				2,080.00
Product Pay				5,480.00
<b>Gross Pay</b>			<b>\$2,126.16</b>	25,012.36

Other Benefits and Information	this period	total to date
Er 401K	63.78	188.76
Group Term Life	3.45	6.90
Sick Hrs Avail		24.20

Deductions	Statutory		
	Federal Income Tax	-200.23	3,106.57
	Social Security Tax	-132.03	1,551.19
	Medicare Tax	-30.88	362.78
	CA State Income Tax	-40.13	889.99
	CA SUI/SDI Tax	-19.13	225.11
	<b>Other</b>		
	Tax Levy	-120.00	480.00
	401(K) Contrib	-63.78*	188.76
	<b>Net Pay</b>	<b>\$1,519.98</b>	
	Dd Checking	-1,519.98	17,412.59
	<b>Net Check</b>	<b>\$0.00</b>	

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$2,062.38

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 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000470024  
 Pay date: 11/24/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$1,519.98

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO  
 1XZ 755624 510000 0000490024 1

024-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

# Earnings Statement



Period Beginning: 11/25/2017  
 Period Ending: 12/08/2017  
 Pay Date: 12/08/2017

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 1  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	17,538.52
Commission			160.00	1,920.00
Other Pay			2,560.00	4,640.00
Product Pay				5,480.00
<b>Gross Pay</b>			<b>\$4,566.16</b>	<b>29,578.52</b>

Other Benefits and Information	this period	total to date
Er 401K	136.98	325.74
Group Term Life	3.45	10.35
Sick Hrs Avail		24.20

Deductions	Statutory		
	Federal Income Tax	-657.40	3,763.97
	Social Security Tax	-283.32	1,834.51
	Medicare Tax	-66.26	429.04
	CA State Income Tax	-214.14	1,104.13
	CA SUI/SDI Tax	-41.10	266.21
	<b>Other</b>		
	Tax Levy	-120.00	600.00
	401(K) Contrib	-136.98*	325.74
	<b>Net Pay</b>	<b>\$3,046.96</b>	
	Dd Checking	-3,046.96	20,459.55
	<b>Net Check</b>	<b>\$0.00</b>	

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$4,429.18

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 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000490024  
 Pay date: 12/08/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$3,046.96

THIS IS NOT A CHECK

**NON-NEGOTIABLE**



CO. FILE DEPT. CLOCK VCHR. NO.  
 1XZ 755624 510000 0000510027 1

027-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

**Earnings Statement**



Period Beginning: 12/09/2017  
 Period Ending: 12/22/2017  
 Pay Date: 12/22/2017

**JAMES PATRICK LAWSON**  
**REDACTED**

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 10  
 CA: 1

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	19,384.68
Commission			240.00	2,160.00
Other Pay				4,640.00
Product Pay				5,480.00
<b>Gross Pay</b>			<b>\$2,086.16</b>	<b>31,664.68</b>

Other Benefits and Information	this period	total to date
Er 401K	62.58	388.32
Group Term Life	3.45	13.80
Sick Hrs Avail		25.72

Deductions	Statutory		
Federal Income Tax	-13.33	3,777.30	
Social Security Tax	-129.56	1,964.07	
Medicare Tax	-30.30	459.34	
CA State Income Tax	-38.42	1,142.55	
CA SUI/SDI Tax	-18.77	284.98	
<b>Other</b>			
Tax Levy	-117.18	717.18	
401(K) Contrib	-62.58*	388.32	
<b>Net Pay</b>	<b>\$1,676.02</b>		
Dd Checking	-1,676.02	22,135.57	
<b>Net Check</b>	<b>\$0.00</b>		

**Important Notes**  
 EFFECTIVE THIS PAY PERIOD YOUR FEDERAL EXEMPTIONS HAVE BEEN CHANGED FROM 1 TO 10.

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$2,023.58

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 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000510027  
 Pay date: 12/22/2017

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$1,676.02

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO.  
 1XZ 755624 510000 0000010022 1

023-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

## Earnings Statement



Period Beginning: 12/23/2017  
 Period Ending: 01/05/2018  
 Pay Date: 01/05/2018

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 10  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	1,846.16
Commission			120.00	120.00
<b>Gross Pay</b>			<b>\$1,966.16</b>	<b>1,966.16</b>

Other Benefits and Information	this period	total to date
Er 401K	58.98	58.98
Group Term Life	5.32	5.32
Sick Hrs Avail		25.72

Deductions	Statutory		
Federal Income Tax		-1.69	1.69
Social Security Tax		-122.23	122.23
Medicare Tax		-28.59	28.59
CA State Income Tax		-31.98	31.98
CA SUI/SDI Tax		-19.66	19.66
<b>Other</b>			
401(K) Contrib		-58.98*	58.98
<b>Net Pay</b>		<b>\$1,703.03</b>	
Dd Checking		-1,703.03	1,703.03
<b>Net Check</b>		<b>\$0.00</b>	

**Important Notes**  
 SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$1,907.18

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CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000010022  
 Pay date: 01/05/2018

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$1,703.03

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO.  
 1XZ 755624 510000 0000030023 1

023-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

# Earnings Statement



Period Beginning: 01/06/2018  
 Period Ending: 01/19/2018  
 Pay Date: 01/19/2018

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 10  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	3,692.32
Commission			160.00	280.00
Other Pay			2,600.00	2,600.00
<b>Gross Pay</b>			<b>\$4,606.16</b>	<b>6,572.32</b>

Other Benefits and Information	this period	total to date
Er 401K	138.18	197.16
Group Term Life	5.32	10.64
Sick Hrs Avail		25.72

Deductions	Statutory		
Federal Income Tax		-350.80	352.49
Social Security Tax		-285.91	408.14
Medicare Tax		-66.86	95.45
CA State Income Tax		-211.91	243.89
CA SUI/SDI Tax		-46.06	65.72
<b>Other</b>			
401(K) Contrib		-138.18*	197.16
<b>Net Pay</b>		<b>\$3,506.44</b>	
Dd Checking		-3,506.44	5,209.47
<b>Net Check</b>		<b>\$0.00</b>	

**Important Notes**  
 SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$4,467.98

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 0000030023  
 Pay date: 01/19/2018

Deposited to the account of JAMES PATRICK LAWSON account number xxxxxx8360 transit ABA xxxx xxxx amount \$3,506.44

THIS IS NOT A CHECK

**NON-NEGOTIABLE**



CO FILE DEPT CLOCK VCHR\_NO  
 1XZ 755624 510000 0000050023 1

023-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

# Earnings Statement



Period Beginning: 01/20/2018  
 Period Ending: 02/02/2018  
 Pay Date: 02/02/2018

**JAMES PATRICK LAWSON**  
**REDACTED**

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 10  
 CA: 1

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	5,538.48
Commission			320.00	600.00
Other Pay			50.00	2,650.00
<b>Gross Pay</b>			<b>\$2,216.16</b>	<b>8,788.48</b>

Other Benefits and Information	this period	total to date
Er 401K	66.48	263.64
Group Term Life	5.32	15.96
Sick Hrs Avail		31.72

Deductions	Statutory		
Federal Income Tax	-10.94	363.43	
Social Security Tax	-137.74	545.88	
Medicare Tax	-32.21	127.66	
CA State Income Tax	-42.65	286.54	
CA SUI/SDI Tax	-22.16	87.88	
<b>Other</b>			
401(K) Contrib	-66.48*	263.64	
<b>Net Pay</b>	<b>\$1,903.98</b>		
Dd Checking	-1,903.98	7,113.45	
<b>Net Check</b>	<b>\$0.00</b>		

**Important Notes**  
 SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$2,149.68

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CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 0000050023  
 Pay date: 02/02/2018

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$1,903.98

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO  
 1XZ 755624 510000 0000070023 1

034-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

# Earnings Statement



Period Beginning: 02/03/2018  
 Period Ending: 02/16/2018  
 Pay Date: 02/16/2018

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 10  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	7,384.64
Commission			120.00	720.00
Other Pay			2,480.00	5,130.00
<b>Gross Pay</b>			<b>\$4,446.16</b>	<b>13,234.64</b>

Other Benefits and Information	this period	total to date
Er 401K	133.38	397.02
Group Term Life	5.32	21.28
Sick Hrs Avail		34.72

Deductions	Statutory		
Federal Income Tax		-258.04	621.47
Social Security Tax		-275.99	821.87
Medicare Tax		-64.55	192.21
CA State Income Tax		-196.07	482.61
CA SUI/SDI Tax		-44.47	132.35
<b>Other</b>			
401(K) Contrib		-133.38*	397.02
<b>Net Pay</b>		<b>\$3,473.66</b>	
Dd Checking		-3,473.66	10,587.11
<b>Net Check</b>		<b>\$0.00</b>	

**Important Notes**  
 SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$4,312.78

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CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 0000070023  
 Pay date: 02/16/2018

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$3,473.66

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO.  
 1XZ 755624 510000 0000090026 1

027-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

# Earnings Statement



Period Beginning: 02/17/2018  
 Period Ending: 03/02/2018  
 Pay Date: 03/02/2018

**JAMES PATRICK LAWSON**  
**REDACTED**

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 10  
 CA: 1

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	9,230.80
Commission			360.00	1,080.00
Other Pay				5,130.00
<b>Gross Pay</b>			<b>\$2,206.16</b>	<b>15,440.80</b>

Other Benefits and Information	this period	total to date
Er 401K	66.18	463.20
Group Term Life	5.32	26.60
Sick Hrs Avail		18.72

Deductions	Statutory		
	Federal Income Tax	-9.97	631.44
	Social Security Tax	-137.11	958.98
	Medicare Tax	-32.07	224.28
	CA State Income Tax	-42.23	524.84
	CA SUI/SDI Tax	-22.06	154.41
	<b>Other</b>		
	401(K) Contrib	-66.18*	463.20
	<b>Net Pay</b>	<b>\$1,896.54</b>	
	Dd Checking	-1,896.54	12,483.65
	<b>Net Check</b>	<b>\$0.00</b>	

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$2,139.98

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CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 0000090026  
 Pay date: 03/02/2018

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$1,896.54

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK VCHR. NO.  
 1XZ 755624 510000 0000110025 1

026-0001

CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

## Earnings Statement



Period Beginning: 03/03/2018  
 Period Ending: 03/16/2018  
 Pay Date: 03/16/2018

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 10  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Regular	23.07	80.00	1,846.16	11,076.96
Commission			400.00	1,480.00
Other Pay			1,440.00	6,570.00
<b>Gross Pay</b>			<b>\$3,686.16</b>	<b>19,126.96</b>

Other Benefits and Information	this period	total to date
Er 401K	110.58	573.78
Group Term Life	5.32	31.92
Sick Hrs Avail		24.72

Deductions	Statutory		
Federal Income Tax	-169.58		801.02
Social Security Tax	-228.87		1,187.85
Medicare Tax	-53.52		277.80
CA State Income Tax	-131.19		656.03
CA SUI/SDI Tax	-36.86		191.27
<b>Other</b>			
401(K) Contrib	-110.58*		573.78
<b>Net Pay</b>	<b>\$2,955.56</b>		
Dd Checking	-2,955.56		15,439.21
<b>Net Check</b>	<b>\$0.00</b>		

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Your federal taxable wages this period are \$3,575.58

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CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Advice number: 00000110025  
 Pay date: 03/16/2018

Deposited to the account of	account number	transit ABA	amount
JAMES PATRICK LAWSON	xxxxxx8360	xxxx xxxx	\$2,955.56

THIS IS NOT A CHECK

**NON-NEGOTIABLE**

CO. FILE DEPT. CLOCK  
1XZ 755624 510000

CONSUMER PORTFOLIO S  
19500 JAMBOREE RD  
IRVINE, CA 92612

### Earnings Statement

Period Beginning Date: 03/03/2018  
Period Ending: 03/16/2018  
Pay Date: 03/16/2018

Social Security Number: XXX-XX-5624  
Taxable Marital Status: Married  
Exemptions/Allowances:  
Federal: 10  
State: 1  
Local:

JAMES PATRICK LAWSON  
REDACTED

Gross Pay	Deductions	Net Pay
\$1,162.85	\$144.95	\$1,017.90

#### Hours and Earnings

Description	Hours	This Period
Floating Hol	16.00	369.23
Vacation	34.39	793.62

#### Hours and Earnings Rates

Description	Hours	Rate	This Period
Floating Hol	16.00	23.0770	369.23
Vacation	34.39	23.0770	793.62

#### Memo Rates

Description	Amount	Rate
DISCRM ELIG COM	1,162.85	
Er 401k	34.89	
Max Elig/comp	1,162.85	

#### Taxes and Deductions

Description	This Period
Social Security Tax	72.10
Medicare Tax	16.87
CA State Worked In	9.46
75 SUI/SDI	11.63
401(K) CONTRIB	34.89
DISCRM ELIG COM	1,162.85
Er 401k	34.89
Max Elig/comp	1,162.85

SICK ACCRUED BALANCE: 24.72 HOURS

TEAR HERE Call FormCenter to Reorder (800) 862-3218 or log on to www.form-center.com/acp

THE FINE PRINT ON THE BACK OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN OFFICIAL WATERMARK. DO NOT ATTEMPT TO VIEW

CONSUMER PORTFOLIO S  
19500 JAMBOREE RD  
IRVINE, CA 92612

011194

90-4284/1222

Pay Date: 03/16/2018

ONE THOUSAND SEVENTEEN DOLLARS AND NINETY CENTS

Pay To The Order Of JAMES PATRICK LAWSON

Pay This Amount \$1,017.90

BANK OF THE WEST  
4400 MACARTHUR BL  
NEWPORT BEACH, CA 92660

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

REDACTED



CO. FILE DEPT. CLOCK NUMBER  
**1XZ** 755624 510000 1  
 001-0001

# Earnings Statement



CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

Pay Date: 03/30/2018

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 10  
 CA: 1

**JAMES PATRICK LAWSON**  
**REDACTED**

Social Security Number: XXX-XX-5624

Earnings	rate	hours	this period	year to date
Floating Hol	23.0769	16.00	369.23	369.23
Vacation	23.0771	34.39	793.62	793.62
Regular				11,076.96
Commission				1,480.00
Other Pay				6,570.00
<b>Gross Pay</b>			<b>\$1,162.85</b>	20,289.81

Your federal taxable wages this period are  
**\$1,127.96**

Other Benefits and Information	this period	total to date
Er 401K	34.89	608.67
Group Term Life		31.92
Sick Hrs Avail		24.72

Deductions	Statutory		
	Social Security Tax	-72.10	1,259.95
	Medicare Tax	-16.87	294.67
	CA State Income Tax	-9.46	665.49
	CA SUI/SDI Tax	-11.63	202.90
	Federal Income Tax		801.02
	<b>Other</b>		
	401(K) Contrib	-34.89*	608.67
	<b>Net Pay</b>	<b>\$1,017.90</b>	
	Dd Checking		15,439.21
	<b>Net Check</b>	<b>\$1,017.90</b>	

### Important Notes

SICK AVAILABLE HOURS ARE CURRENT AS OF PRIOR PAY PERIOD. IF SCK HR IS NOT LISTED, THEN SCK HR IS 0.

\* Excluded from federal taxable wages

Period Beginning: 03/03/2018  
 Period Ending: 03/16/2018

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CPS MARKETING, INC.  
 19500 JAMBOREE ROAD  
 IRVINE, CA 92612  
 (800)342-9246

1XZ 96-651/1232  
 Payroll check number:  
 Pay date: 03/30/2018

Pay to the order of:

**JAMES PATRICK LAWSON**

This amount:

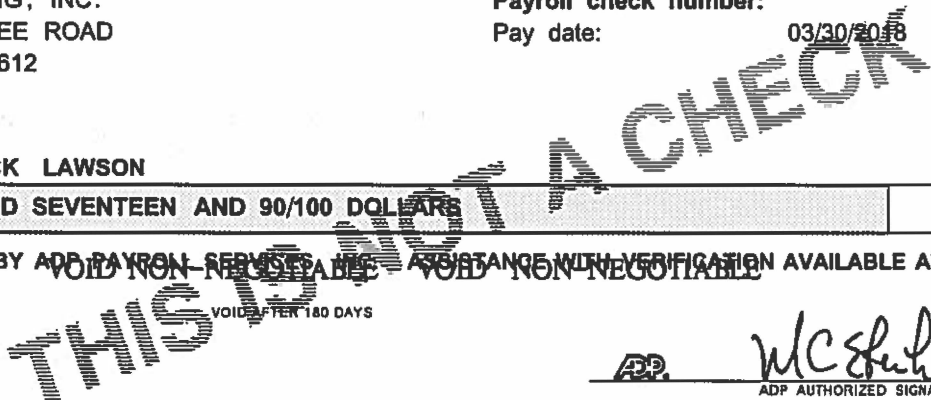
**ONE THOUSAND SEVENTEEN AND 90/100 DOLLARS**

**\$1017.90**

ISSUED BY ADP PAYROLL SERVICES, INC. ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243

**VOID - NON-NEGOTIABLE**

VOID AFTER 180 DAYS



ADP AUTHORIZED SIGNATURE

NON-NEGOTIABLE -VOID -NON-NEGOTIABLE -VOID

# **EXHIBIT 4**

1 Laura L. Ho (SBN 173179)  
lho@gbdhlegal.com  
2 Byron Goldstein (SBN 289306)  
brgoldstein@gbdhlegal.com  
3 Alan Romero (SBN 316323)  
aromero@gbdhlegal.com  
4 GOLDSTEIN, BÖRGEN, DARDARIAN & HO  
300 Lakeside Drive, Suite 1000  
5 Oakland, CA 94612  
Tel: (510) 763-9800  
6 Fax: (510) 835-1417

7 Attorneys for Plaintiff and the Proposed Class

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

10 JAMES LAWSON, individually and on behalf of  
11 all others similarly situated,

12 Plaintiffs,

13 vs.

14 CONSUMER PORTFOLIO SERVICES, INC., a  
15 California corporation; and DOES 1-50, inclusive,

16 Defendants.

Case No.:

**PLAINTIFF’S CONSENT TO JOIN FORM  
UNDER THE FAIR LABOR STANDARDS  
ACT 29 U.S.C. § 216(B)**

17  
18 **CONSENT TO JOIN AS PARTY PLAINTIFF**

19 1. I affirm that I am or was employed by Defendant Consumer Portfolio Services, Inc. as a  
20 Marketing Field Representative or Marketing Representative.

21 2. Within the last three years, there were weeks when I worked more than forty hours without  
22 receiving overtime pay.

23 3. I understand that this suit is brought under the federal Fair Labor Standards Act, 29 U.S.C.  
24 § 201, *et seq.* Pursuant to 29 U.S.C. § 216(b), I hereby give my consent to be a party plaintiff in the  
25 above-captioned action, and agree to be bound by any settlement or judgment of the Court in this  
26 action.

27 4. I hereby authorize the above-named Plaintiff’s counsel of record to file this consent with the  
28



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Clerk of the court.

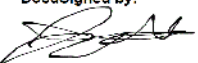
Name: James Lawson

Address: **REDACTED**  
(City) (State) (Zip)

Email: **REDACTED** \_\_\_\_\_

Telephone: **REDACTED** \_\_\_\_\_  
(Day)

Date: 9/24/2018 12:25:48 PM PDT

DocuSigned by:  
  
D289872F54564FA...  
Signature \_\_\_\_\_