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5 Attorneys for Plaintiff Morgan Peacock

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
7  
8 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

9 MORGAN PEACOCK, an individual,

10 Plaintiff,

11 v.

12 CONSUMER ADVOCACY CENTER INC.,  
13 dba PREMIER STUDENT LOAN CENTER,  
a California corporation; ALBERT KIM, an  
14 individual; KAINE WEN, an individual; TOM  
NELSON aka TOM NGUYEN, an individual;  
15 MONIQUE DINH, an individual; and DOES 1  
through 20, inclusive,

16 Defendants.

CASE NO. 30-2017-00933434-CU-WT-CJC

Assigned to: Judge John C. Gastelum

**COMPLAINT FOR:**

- 1) **Retaliation (Cal. Gov. Code § 12940(h) & Labor Code § 1102.5)**
- 2) **Racial Discrimination (Cal. Gov. Code § 12940(a))**
- 3) **Failure to Pay Overtime Wages (Cal. Labor Code §§ 201, 510, & 558)**
- 4) **Waiting Time Penalties [Cal. Labor Code § 203]**
- 5) **Failure to Provide Mandatory Meal and Rest Periods (Cal. Labor Code §§ 226.7, 512, & 558)**
- 6) **Willful Misclassification of Individuals as Independent Contractors (Cal. Labor Code § 226.8)**

23 Plaintiff Morgan Peacock (“Plaintiff” or “Peacock”) alleges as follows:

24 **PARTIES AND VENUE**

25 1. Plaintiff is an individual, who at all times relevant herein, was a resident of the  
26 County of Orange, State of California.

27 2. Plaintiff alleges on information and belief that Defendant Consumer Advocacy  
28 Center, Inc. dba Premier Student Loan Center (“CAC”) is a California corporation with its

1 principal place of operations in Irvine, California. CAC employs approximately 60-70 people at its  
2 Irvine office.

3 3. Plaintiff alleges on information and belief that Defendant Albert Kim (“Kim”) is an  
4 individual and an owner of CAC, who at all times relevant herein resided in the County of Orange,  
5 State of California.

6 4. Plaintiff alleges on information and belief that Defendant Kaine Wen (“Wen”) is an  
7 individual and an owner of CAC, who at all times relevant herein resided in the County of Orange,  
8 State of California.

9 5. Plaintiff alleges on information and belief that Defendant Tom Nelson aka Tom  
10 Nguyen (“Nguyen”) is an individual and an owner of CAC, who at all times relevant herein  
11 resided in the County of Orange, State of California.

12 6. Plaintiff alleges on information and belief that Defendant Monique Dinh (“Dinh”)  
13 is an employee of CAC, who at all times relevant herein resided in the County of Orange, State of  
14 California.

15 7. DOE Defendants 1 through 20, inclusive, whether individuals, corporations,  
16 partnerships or otherwise, are fictitious names of Defendants whose true names are, at this time,  
17 unknown to Plaintiff. Plaintiff is informed, believes, and thereon alleges that each of said  
18 fictitiously-named Defendants contributed to, and is in some way responsible for, the damages  
19 herein alleged and Plaintiff will name such Defendants when their identities have been  
20 ascertained. Furthermore, Plaintiffs allege that the DOE Defendants in this action committed the  
21 same or similar acts alleged as the named Defendants in this cause of action. Therefore, all acts  
22 alleged to have been committed by the named Defendants are also alleged to have been committed  
23 by the DOE Defendants.

24 8. Plaintiff is informed, believes and thereon alleges that each of the Defendants is the  
25 agent, joint venturer and/or employee of each of the remaining Defendants and in doing the things  
26 hereinafter alleged, each was acting within the course and scope of said agency, employment  
27 and/or joint venture with the advance knowledge, acquiescence or subsequent ratification of each  
28 and every remaining Defendant.



- 1 c. Plaintiff is informed and believes and thereon alleges that, at all times since the  
2 formation of each, each ALTER EGO DEFENDANT has been and now is a mere  
3 shell and naked framework which the INDIVIDUAL DEFENDANTS use as a  
4 conduit for the conduct of their personal business, property and affairs.
- 5 d. Plaintiff is informed and believes and thereon alleges that, at all times herein  
6 mentioned, each of the ALTER EGO DEFENDANTS was created and continued  
7 pursuant to a fraudulent plan, scheme, and device conceived and operated by the  
8 INDIVIDUAL DEFENDANTS, whereby the income, revenue and profits of each  
9 of the ALTER EGO DEFENDANTS were diverted by the INDIVIDUAL  
10 DEFENDANTS to themselves.
- 11 e. Plaintiff is informed and believes and thereon alleges that, at all times herein  
12 mentioned, each of the ALTER EGO DEFENDANTS was organized by the  
13 INDIVIDUAL DEFENDANTS as a device to avoid individual liability and for the  
14 purpose of substituting financially irresponsible entities in the place and stead of  
15 themselves, and accordingly, each ALTER EGO DEFENDANT was formed with  
16 capitalization totally inadequate for the business in which said entity was or is  
17 engaged.
- 18 f. Plaintiff is informed and believes and thereon alleges that some or all of the  
19 ALTER EGO DEFENDANTS are insolvent.
- 20 g. By virtue of the foregoing, adherence to the fiction of the separate existence of each  
21 of the ALTER EGO DEFENDANTS would, under the circumstances, sanction a  
22 fraud and promote injustice in that Plaintiff would be unable to realize upon any  
23 judgment in her favor.
- 24 13. Plaintiff is informed and believes and thereon alleges that, at all times relevant  
25 hereto, the INDIVIDUAL DEFENDANTS and the ALTER EGO DEFENDANTS acted for each  
26 other in connection with the conduct hereinafter alleged and that each of them performed the acts  
27 complained of herein or breached the duties herein complained of as agents of each other and each  
28 is therefore fully liable for the acts of the other.

**GENERAL ALLEGATIONS**

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14. CAC was at all times relevant an employer covered by Cal. Gov. Code § 12940(a). Peacock was hired by CAC on August 3, 2016 as a processor and placed in CAC’s processing department. Her manager was Dinh, and Peacock worked with approximately 10 other people in the processing department. As a processor, Peacock regularly fielded calls from individuals seeking student loan debt relief, consolidation, and other assistance. Her job duties included contacting clients to verify their demographic information, requesting financial documents to submit to the Department of Education (“DOE”), filing consolidations with the DOE, and following up with clients until the process was complete.

15. Peacock was the only African-American employee in the processing department. Dinh, and all of CAC’s owners, are Asian. Over the months of Peacock’s employment, a consistent pattern developed whereby Dinh would regularly favor some of Peacock’s coworkers, to Peacock’s detriment. Upon information and belief, Peacock alleges that this favoritism was at least in part motivated by racial bias. At all relevant times, Peacock worked hard for CAC and consistently produced satisfactory numbers based on the referrals being allowed to her. Peacock was never written up or reprimanded during the course of her employment.

16. During the course of her employment, Peacock regularly worked long hours at the office, but was never paid overtime. For example, between August 3, 2016 to March 30, 2017, Peacock was not required to clock in, despite her status as a W-2 non-exempt employee, and she worked on average 13 hours each day, plus every other Saturday. After March 31, 2017, Peacock regularly clocked in and out, though she was never paid overtime rates, and Defendants told her that the commissions she made during her overtime hours would consistute her overtime pay. Peacock regularly worked 55-60 hours per week during the course of her employment with CAC.

17. During the course of her employment, Peacock was also never provided mandatory meal and rest periods as required under the California Labor Code. Instead, she was told to clock in and out for lunch, for legal purposes, but was still expected to, and in fact did, work through her lunch periods.

18. When Peacock began her employment with CAC, she was compensated directly, in

1 her personal capacity, with “1099” income, without any applicable tax withholdings being made to  
2 her paychecks. CAC later changed this policy and beginning in January of 2017, started paying its  
3 employees W-2 wages, but also offered the option for employees to be compensated with 1099  
4 income through S Corps. Peacock received W-2 income between January 3, 2017 and  
5 approximately the beginning of April, at which point CAC again began paying her 1099 income,  
6 but this time through an S Corp whose information Peacock provided to Nguyen. No one at CAC  
7 ever advised Peacock as to the legality or advisability of accepting wages in this fashion, and had  
8 she been properly advised, she would have never agreed to such an arrangement.

9 19. On or around May 22, 2017, Peacock sent an e-mail to CAC owners Kim and Wen  
10 regarding her work conditions, and complained that she was not getting an equivalent number of  
11 files each day that Dinh was giving to other processors, despite the fact that Peacock worked  
12 harder and longer hours than those processors. Wen replied to Peacock that while he understood  
13 her position, he was still in full support of Dinh’s decision-making in how she assigned files.

14 20. Later that week, on or around May 25, 2017, Peacock sent another e-mail to CAC  
15 owners Kim and Nguyen with a complaint about other processors, who were friends with Dinh,  
16 getting paid for work they were not completing. Specifically, Peacock disclosed that Dinh was  
17 allowing two employees, Frank Hernandez and Sal Avila, to fraudulently notate in CAC’s  
18 Customer Relationship Management system that they had completed a required task to get paid,  
19 even though they had not. Such activities constituted direct insubordination and an attempt to steal  
20 from CAC by invoicing tasks that the processors falsely claimed to have completed. It also  
21 resulted in fraudulent and unauthorized fees passed on to CAC’s clients, who are student loan  
22 borrowers. While Nguyen acknowledged receipt of Peacock’s e-mail, and agreed that the reported  
23 conduct was improper, the very next day, Peacock was fired, ostensibly for “insubordination.”  
24 Plaintiff alleges on information and belief that Defendants fired her out of a concern that she  
25 would continue to identify and complain about unlawful and/or fraudulent practices taking place at  
26 CAC, that were resulting in fraudulent charges and other prejudice to the customers of CAC.

27 21. Plaintiff has exhausted her administrative remedies prior to filing the instant action  
28 by filing a complaint with and obtaining a right to sue letter from the Department of Fair

1 Employment and Housing pursuant to Government Code § 12962. A true and correct copy of said  
2 letter is attached hereto as **Exhibit A**.

3 **FIRST CAUSE OF ACTION**

4 **(Retaliation (Cal. Gov. Code § 12940(h) & Labor Code § 1102.5) against all Defendants)**

5 22. Plaintiff realleges and incorporates by reference all other paragraphs of this  
6 complaint as though fully set forth under this cause of action.

7 23. As alleged herein, in May of 2017, Plaintiff engaged in various forms of activity  
8 that are protected under California’s Fair Employment and Housing Act (“FEHA”), including, but  
9 not limited to, complaining about workplace conditions (such as compensation and unfair  
10 favoritism), potential violations of state and federal law, and the fair and impartial enforcement of  
11 company policies.

12 24. As a result of engaging in these protected activities, Plaintiff was terminated.

13 25. Plaintiff’s engagement in the aforementioned protected activities was a motivating  
14 reason for Defendants’ decision to terminate her.

15 26. As a result of the foregoing, Plaintiff has been harmed in an amount according to  
16 proof at trial, but which exceeds the jurisdictional minimum of this court.

17 27. Plaintiff is informed and believes, and thereon alleges, that Defendants acted  
18 deliberately, maliciously, and oppressively to cause injury to Plaintiff by not acting on or  
19 preventing her experience of retaliation in the workplace. Defendants’ conduct was despicable and  
20 was done with a willful and knowing disregard of Plaintiff’s rights and safety. Defendants were  
21 aware of the probable dangerous consequences of their conduct and deliberately failed to avoid  
22 those consequences. Defendants’ conduct was so vile, base, and contemptible that it would be  
23 looked down on and despised by reasonable people. Therefore, an award of punitive damages  
24 under Civil Code § 3294 is warranted.

25 **SECOND CAUSE OF ACTION**

26 **(Racial Discrimination (Cal. Gov. Code § 12940(a)) against all Defendants)**

27 28. Plaintiff realleges and incorporates by reference all other paragraphs of this  
28 complaint as though fully set forth under this cause of action.





1 hours in a week, her compensation was never increased accordingly to comply with California's  
2 overtime laws.

3 36. Prior to 2017, CAC did not require employees such as Plaintiff to clock in and out  
4 upon starting and ending a day's work. This only began being required as of January 1, 2017.  
5 Between August 3, 2016 at the date of Plaintiff's termination, she alleges that she was not paid  
6 overtime wages in an amount of no less than \$90,000, in an amount according to proof at trial.

7 **FOURTH CAUSE OF ACTION**

8 **(Waiting Time Penalties [Cal. Labor Code § 203] against the ALTER EGO DEFENDANTS**  
9 **and the INDIVIDUAL DEFENDANTS)**

10 37. Plaintiff realleges and incorporates by reference all other paragraphs of this  
11 complaint as though fully set forth under this cause of action.

12 38. Defendants' failure to pay wages as alleged herein was willful in that they knew or  
13 should have known that all such wages were due no later than at or around the time of Plaintiff's  
14 termination. Thus, Plaintiff is entitled to the waiting penalties allowed under California Labor  
15 Code § 203, which provides that an employee's wages shall continue as a penalty until paid or for  
16 a period of up to 30 days from the time they were due, whichever period is shorter.

17 39. Defendants failed to pay Plaintiff all sums due and owing to her as of May 26,  
18 2017, and that failure has persisted to this day. Plaintiff's average yearly compensation as of the  
19 time of her termination, had it included all overtime wages she was owed and anticipated  
20 receiving, would result in a daily rate of pay of no less than \$733. Therefore, the waiting penalties  
21 now due are no less than \$21,990, for which Plaintiff prays in addition to all other damages stated  
22 herein.

23 **FIFTH CAUSE OF ACTION**

24 **(Failure to Provide Mandatory Meal and Rest Periods (Cal. Labor Code §§ 226.7, 512, &**  
25 **558) against the ALTER EGO DEFENDANTS and the INDIVIDUAL DEFENDANTS)**

26 40. Plaintiff realleges and incorporates by reference all other paragraphs of this  
27 complaint as though fully set forth under this cause of action.

28 41. During the course of her employment with Defendants, Plaintiff was never

1 provided mandatory meal and rest periods as required under Cal. Labor Code § 512 and Industrial  
2 Welfare Commission (IWC) Wage Order No. 4-2001 (Cal. Code Regs., tit. 8, § 11040). On the  
3 contrary, Plaintiff was often expected and required to work through her rest and meal periods, and  
4 she was expressly directed to clock in and out for lunch, regardless of whether she actually took a  
5 lunch break.

6 42. As a result of these violations, Plaintiff seeks the recovery of all damages and  
7 applicable penalties available under the law, in an amount estimated to exceed \$19,000.

8 **SIXTH CAUSE OF ACTION**

9 **(Willful Misclassification of Individuals as Independent Contractors (Cal. Labor Code §**  
10 **226.8) against the ALTER EGO DEFENDANTS and the INDIVIDUAL DEFENDANTS)**

11 43. Plaintiff realleges and incorporates by reference all other paragraphs of this  
12 complaint as though fully set forth under this cause of action.

13 44. At all relevant times, Plaintiff was a non-exempt employee for Defendants whose  
14 compensation terms were based on a piece-rate and/or commission structure. For all periods of  
15 this employment excepting January 3, 2017 through March 24, 2017, Defendants willfully  
16 misclassified Plaintiff as an independent contractor, and compensated her accordingly, rather than  
17 an employee.

18 45. As a result of this deliberate misclassification, Plaintiff has suffered damages in the  
19 form of increased tax liability, in an amount yet to be determined. Plaintiff reserves the right to  
20 amend these pleadings at the appropriate time when such damages are ascertained.

21 46. In addition to actual damages, Plaintiff seeks all penalties and remedies allowed  
22 under Cal. Labor Code § 226.8.

23 WHEREFORE, Plaintiff prays for relief as follows:

24 As to the First Cause of Action

25 1. Actual damages, including the loss of past and future earnings according to proof at  
26 trial;

27 2. General and special damages, including but not limited to, pain and suffering,  
28 emotional distress, and loss of reputation in an amount according to proof at trial;

1           3.       Consequential and incidental damages and expenses in an amount according to  
2 proof at trial;

3           4.       All penalties allowable under Cal. Labor Code § 1102.5;

4           5.       Punitive damages as warranted under the facts and applicable law, according to  
5 proof at trial;

6           As to the Second Cause of Action

7           6.       Actual damages, including the loss of past and future earnings according to proof at  
8 trial;

9           7.       General and special damages, including but not limited to, pain and suffering,  
10 emotional distress, and loss of reputation in an amount according to proof at trial;

11          8.       Consequential and incidental damages and expenses in an amount according to  
12 proof at trial;

13          9.       Punitive damages as warranted under the facts and applicable law, according to  
14 proof at trial;

15          As to the Third Cause of Action

16          10.      All unpaid wages according to proof at trial, in an amount estimated to exceed  
17 \$90,000;

18          11.      Waiting time penalties pursuant to Cal. Lab. Code § 203;

19          12.      Prejudgment interest pursuant to Cal. Lab. Code § 218.6 and Civil Code § 3289(b),  
20 accruing from the date the wages were due and payable;

21          As to the Fourth Cause of Action

22          13.      Waiting time penalties pursuant to Cal. Lab. Code § 203, in an amount according to  
23 proof at trial, but which is estimated to exceed \$21,990;

24          As to the Fifth Cause of Action

25          14.      All damages and penalties allowed under applicable law, including but not limited  
26 to Cal. Labor Code §§ 226.7, 512, & 558, in an amount estimated to be no less than \$19,000;

27          As to the Sixth Cause of Action

28          15.      Actual damages, including any and all increased tax liability accruing to Plaintiff as

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a result of Defendants' actions;

16. All civil penalties allowable under applicable law, including, but not limited to, those prescribed in Cal. Labor Code § 226.8;

As to all Causes of Action

17. Reasonable attorney fees under applicable law and according to proof;

18. Pre- and post-judgment interest at the legal prevailing rate;

19. Costs of suit incurred herein; and

20. Such other and further relief as the court deems just and proper.

DATED: July 21, 2017

MORTEN & FAIRCHILD, PC

By: 

AARON B. FAIRCHILD  
Attorneys for Plaintiff Morgan Peacock

# **EXHIBIT "A"**



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

July 21, 2017

Aaron Fairchild  
19200 Von Karman Ave. 4th Floor  
Irvine California 92612

**RE: Notice to Complainant or Complainant's Attorney**  
DFEH Matter Number: 742553-302039  
Right to Sue: Peacock / Consumer Advocacy Center, Inc.

Dear Complainant or Complainant's Attorney:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue. Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your attorney must serve the complaint. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

July 21, 2017

**RE: Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 742553-302039

Right to Sue: Peacock / Consumer Advocacy Center, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

**No response to DFEH is requested or required.**

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

July 21, 2017

Morgan Peacock  
19200 Von Karman Ave.  
Irvine, California 92612

**RE: Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 742553-302039  
Right to Sue: Peacock / Consumer Advocacy Center, Inc.

Dear Morgan Peacock,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective July 21, 2017 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing





**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

Enclosures

cc: Albert Kim

Kaine Wen

Tom Nguyen

Monique Dinh



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**Co-Respondents:**

Albert Kim  
173 Technology Drive, Suite 202  
Irvine California 92618

Kaine Wen  
173 Technology Drive, Suite 202  
Irvine California 92618

Tom Nguyen  
173 Technology Drive, Suite 202  
Irvine California 92618

Monique Dinh  
173 Technology Drive, Suite 202  
Irvine California 92618

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**Additional Complaint Details:**

CAC was at all times relevant an employer covered by Cal. Gov. Code 12940(a). Peacock was hired by CAC on August 3, 2016 as a processor and placed in CACs processing department. Her manager was Dinh, and Peacock worked with approximately 10 other people in the processing department. As a processor, Peacock regularly fielded calls from individuals seeking student loan debt relief, consolidation, and other assistance. Her job duties included contacting clients to verify their demographic information, requesting financial documents to submit to the DOE, filing consolidations with the DOE, and following up with clients until the process was complete.

Peacock was the only African-American employee in the processing department. Dinh, and all of CACs owners, are Asian. Over the months of Peacocks employment, a consistent pattern developed whereby Dinh would regularly favor some of Peacocks coworkers, to Peacocks detriment. Upon information and belief, Peacock alleges that this favoritism was at least in part based on racial discrimination. At all relevant times, Peacock worked hard for CAC and consistently produced satisfactory numbers based on the referrals being allowed to her. Peacock was never written up or reprimanded during the course of her employment.

On or around May 22, 2017, Peacock sent an e-mail to CAC owners Kim and Wen regarding her work conditions, and complained that she was not getting an equivalent number of files each day that Dinh was giving to other processors, despite the fact that Peacock worked harder and longer hours than those processors. Wen replied to Peacock that while he understood her position, he was still in full support of Dinh's decision-making in how she assigned files.

Later that week, on or around May 25, 2017, Peacock sent another e-mail to CAC owners Kim and Nguyen with a complaint about other processors, who were friends with Dinh, getting paid for work they were not completing. Specifically, Peacock disclosed that Dinh was allowing two employees, Frank Hernandez and Sal Avila, to fraudulently notate in CACs Customer Relationship Management system that they had completed a required task to get paid, even though they had not. Such activities constituted direct insubordination and an attempt to steal from CAC by invoicing tasks that the processors falsely claimed to have completed. It also resulted in fraudulent and unauthorized fees passed on to CACs clients, who are student loan borrowers. While Nguyen acknowledged receipt of Peacocks e-mail, and agreed that the reported conduct was improper, the very next day, Peacock was fired, ostensibly for insubordination. Plaintiff alleges on information and belief that Defendants fired her out of a concern that she would continue to identify and complain about unlawful and/or

fraudulent practices taking place at CAC, that were resulting in fraudulent charges and other prejudice to student loan borrowers, which are the customers of CAC.

1 VERIFICATION

2 I, **Morgan Peacock**, am the Complainant in the above-entitled complaint. I have  
3 read the foregoing complaint and know the contents thereof. The same is true of my  
4 own knowledge, except as to those matters which are therein alleged on information  
5 and belief, and as to those matters, I believe it to be true.

6 On July 21, 2017, I declare under penalty of perjury under the laws of the State of  
7 California that the foregoing is true and correct.

8 **Irvine, CA**  
9 **Morgan Peacock**  
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