

Filed
Superior Court of California,
Sacramento
05/12/2023
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By _____, Deputy
23CV001652

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10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12
13 TORY YOUNGHUSBAND, individually)
14 and as an aggrieved employee pursuant to)
15 the Private Attorneys General Act)
(PAGA),)

16 Plaintiff,)

17
18 vs.)

19
20 STAPLES CONTRACT &)
21 COMMERCIAL, LLC; DOES 1 to 20,)
22 inclusive,)

23 Defendants)

Case No.

COMPLAINT FOR DAMAGES

1. Retaliation in Violation of Labor Code § 1102.5;
2. Failure to Pay Minimum Wage for All Hours Worked;
3. Failure to Provide Compliant Wage Statements;
4. Waiting Time Penalties;
5. Failure to Pay Overtime Wages;
6. Failure to Reimburse Business Expenses;
7. Violation of California Unfair Competition Law (Business & Professions Code § 17200 et seq.
8. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 et seq.

BY FAX

1 Plaintiff TORY YOUNGHUSBAND ("Plaintiff") hereby files this Complaint against
2 Defendant STAPLES CONTRACT & COMMERCIAL, LLC, and DOES 1 to 20, inclusive,
3 (hereinafter collectively referred to as "Defendants"). Plaintiff alleges the following:

4 **PARTIES AND JURISDICTION**

5 1. This is an enforcement action under the Labor Code Private Attorneys General Act of
6 2004 ("PAGA"), California Labor Code section 2698, *et seq.* to recover civil penalties and any other
7 available relief on behalf of Plaintiff, the State of California, and other current and former employees
8 who worked for Defendants in California and who suffered at least one violation of the Labor Code
9 as set forth in this complaint, at any time between February 25, 2022, and judgement.

10 2. Plaintiff TORY YOUNGHUSBAND is an individual over the age of eighteen (18) and is
11 now and/or at all times mentioned in this Complaint was a resident of the State of California.

12 3. Plaintiff was an employee of Defendants, providing services as a warehouse supervisor in
13 California.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendant STAPLES
15 CONTRACT & COMMERCIAL, LLC is a Delaware Limited Liability Company with its principal
16 place of business in Massachusetts, and is licensed to and actually doing business in California.

17 5. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants
18 herein was, at all times relevant to this action, the agent, employee, or joint employer or joint
19 venturer of the remaining defendants and was acting within the course and scope of that relationship.
20 Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein
21 gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants.
22 The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether
23 individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such
24 defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff
25 will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive,
26 when they have been determined.

1 6. The Sacramento County Superior Court has jurisdiction in this matter under the
2 California Constitution, Article VI, section 10. The statute under which this action is brought does
3 not specify any other basis for jurisdiction.

4 7. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
5 the wrongful acts and violations of law asserted herein occurred within Sacramento County.

6 8. On February 25, 2023, Plaintiff filed his Labor Code § 2699.3 Private Attorney General
7 Act ("PAGA") notice with the California Labor & Workforce Development Agency ("LWDA").
8 The LWDA did not respond to Plaintiff's PAGA notice within 65 days.

9 **FACTS COMMON TO ALL CAUSES OF ACTION**

10 9. Plaintiff and similarly situated employees worked for Defendant as both exempt and non-
11 exempt employees in California. Plaintiff brings his representative PAGA claims on behalf of all
12 exempt and non-exempt employees of Defendant in California who suffered one or more of the
13 Labor Code violations identified herein.

14 10. Plaintiff worked for Defendant as an exempt Supervisor from approximately July 2021
15 until his illegal and retaliatory termination in or around July 2022.

16 11. Throughout the relevant period, Defendant misclassified Plaintiff and similarly situated
17 employees as exempt, although Plaintiff's position did not qualify for any exemption under
18 California law. Nevertheless, Defendant routinely required Plaintiff to work more than eight (8)
19 hours per day, and/or forty (40) hours per week, for which no overtime pay was provided.

20 12. Plaintiff spent the majority of his working time completing non-exempt tasks duties
21 performed by other non-exempt employees. Plaintiff was specifically told by his superiors,
22 including Regional Manager Eric McCarl, to spend 90% of his time working on the floor alongside
23 the non-exempt associates performing the same tasks they did. For these reasons, Plaintiff and
24 similarly situated employees were not primarily engaged in exempt level duties and were not
25 properly classified as exempt.

26 13. Consequently, Defendant willfully and deliberately misclassified Plaintiff and similarly
27 situated employees as employees who were exempt from the overtime provisions of the California
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1 Labor Code and Wage Orders. However, Defendant routinely required Plaintiff and similarly
2 situated employees to work more than eight (8) hours per day, and/or forty (40) hours per week
3 without paying minimum wage or overtime for the additional hours worked.

4 14. In addition, Defendant failed to reimburse Plaintiff and other exempt and non-exempt
5 employees in California for cell phone usage for business purposes. Plaintiff and similarly situated
6 employees used their cell phones for business purposes on a regular basis and were not reimbursed
7 by Defendant. This included the use of the Staples messaging application that was used as a regular
8 form of communication for business purposes.

9 15. Defendant also did not allow Plaintiff and similarly situated employees to take their
10 statutorily required meal and rest periods. Defendant failed to provide Plaintiff and other similarly
11 situated employees a 30-minute, duty-free meal period before the end of the fifth hour of work as
12 required under the law. Defendant also failed to provide rest periods to Plaintiff and similarly
13 situated employees for every 4 hours worked or major fraction thereof.

14 16. As a result, Defendant did not provide Plaintiff and similarly situated employees legally
15 compliant wage statements noting, among other things, total hours worked, gross wages earned, the
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate. The regular wage statements made it impossible for Plaintiff, and
18 similarly aggrieved employees, to determine whether they were paid correctly, or what their correct
19 regular rate of pay was. *See Magadia v. Wal-Mart Assocs., Inc.*, 319 F. Supp. 3d 1180, 1190–91
20 (N.D. Cal. 2018).

21 17. Plaintiff is informed and believes that Defendant committed other violations of the
22 California Labor Code, including but not limited to those identified in this complaint. Pursuant to
23 *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends to seek civil
24 penalties for all violations of the California Labor Code committed by Defendant against Plaintiff
25 and other similarly situated employees, both exempt and non-exempt, whether he experienced them
26 personally or not.
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1 18. In addition, on or around August 17, 2022, Plaintiff was informed that his employment
2 was being terminated by Defendant.

3 19. During Plaintiff's employment, he made a number of complaints to his managers and to
4 Defendant's Human Resources Department regarding various potentially illegal activities. These
5 complaints included concerns regarding sexual harassment and sexually inappropriate conversations
6 and conduct by another employee, concerns that employee timecards were being improperly
7 changed and falsified, complaints that he was being harassed and bullied by another employee, co-
8 workers threatening Plaintiff with physical harm, and complaints that he was improperly classified
9 as exempt and there was unable to receive overtime pay, meal breaks, or rest breaks.

10 20. On July 20, 2022, Plaintiff expressed these concerns again in a phone call with
11 Defendant's Human Resources employee, Jocelyn Kibler. Ms. Kibler asked Plaintiff to submit his
12 concerns in a written document, which Plaintiff did a little over a week later. Ms. Kibler also stated
13 that she would set up a follow-up call with Plaintiff, herself, and her own supervisor in Human
14 Resources.

15 21. On or around July 28, 2022, Plaintiff received a phone call from Ms. Kibler and her
16 supervisor. They began the call with Plaintiff by asking him further about the complaints he had
17 previously made to Ms. Kibler. Half-way through the conversation, Ms. Kibler and her supervisor
18 changed the conversation and began discussing supposed complaints made about Plaintiff, and
19 whether Plaintiff was fit for his role as a supervisor. Plaintiff continued the conversation, but was
20 unsure why the discussion regarding his concerns and complaints had now turned into responding to
21 accusations from the two Human Resources staff members.

22 22. Ms. Kibler and her supervisor ended the call, which had begun with Plaintiff providing
23 further details about his complaints, by telling Plaintiff he was being suspended with pay while
24 Defendant conducted an investigation. Plaintiff was blindsided by this turn of events.

25 23. During his suspension, Plaintiff was not contacted further by Defendant's Human
26 Resources staff regarding his complaints of illegal actions, harassment, and concerns regarding his
27 pay.
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1 24. Instead, Plaintiff was contacted by Defendant on August 17, 2022, and was told his
2 employment was being terminated.

3 25. Defendant's actions of suspending and then terminating Plaintiff after he made his
4 complaints show a clear intent to retaliate against Plaintiff for making good-faith complaints to his
5 superiors and to Defendant's Human Resources department.

6 26. Upon information and belief, all transactions regarding hiring, terminations, promotions,
7 pay increases, etc. relating to Defendant's California employees were submitted to and processed by
8 Defendant's HR department in its corporate headquarters. Additionally, on information and belief,
9 Defendants' corporate records, in particular HR and pay records pertaining to Defendants' California
10 employees, are also maintained at Defendant's corporate headquarters.

11 27. Upon information and belief, Defendant maintains a central Payroll department at its
12 corporate headquarters, which processes payroll for all Defendant's employees, including Plaintiff
13 and similarly situated, aggrieved employees.

14 28. At all times herein set forth, PAGA provides that any provision of law under the Labor
15 Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected
16 by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as
17 an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
18 themselves and other current or former employees pursuant to procedures outlined in California
19 Labor Code section 2699.3.

20 29. PAGA defines an aggrieved employee in Labor Code section 2699(c) as "any person who
21 was employed by the alleged violator and against whom one or more of the alleged violation was
22 committed."

23 30. Plaintiff and other current and former employees of Defendant are aggrieved employees
24 as defined by the Labor Code in that they are all Defendants' current or former employees and one
25 or more of the alleged violations was committed against them.
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FIRST CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5

31. Plaintiff hereby incorporates by reference Paragraphs 1 through 30 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

32. California Labor Code § 1102.5(b) prohibits retaliation against an employee for disclosing information to a government or law enforcement agency or to a person with authority over the employee, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation. Labor Code § 1102.5 further prohibits retaliation against an employee for refusing to participate in an activity that would result in a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation.

33. Plaintiff informed his superiors and Defendant's Human Resources staff of his concerns regarding illegal harassment, fraudulent changes to employees' timecards, and his own misclassification as exempt and resulting lack of overtime pay, as well as his inability to take meal and rest periods.

34. Plaintiff reasonably believed these actions constituted violations of the law, including the California Labor Code.

35. Following Plaintiff's complaints, Defendant retaliated against Plaintiff by suspending him and then terminating his employment.

36. As a direct, foreseeable, and proximate result of Defendants retaliatory actions, Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits, all to his damage herein in an amount not less than the minimal jurisdiction amount of this court, the amount of which will be established at trial.

37. As a direct, foreseeable, and proximate result of Defendant's unlawful actions, Plaintiff has suffered emotional distress, humiliation, shame, and embarrassment, all to the Plaintiff's damage in an amount to be established at trial.

1 **SECOND CAUSE OF ACTION**
2 **FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED**

3 38. Plaintiff hereby incorporates by reference Paragraphs 1 through 37 of this Complaint as if
4 fully set forth herein and for a cause of action alleges as follows:

5 39. Defendant was required to compensate Plaintiff with at least the State's minimum wage
6 for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

7 40. Defendant was aware of their obligation to pay the minimum wages but failed to do so.

8 41. Defendant's conduct described herein violates California Labor Code section 1194, and
9 Wage Orders. As a proximate result of Defendant's conduct, Plaintiff has been damaged and
10 deprived of minimum wages, in an amount to be established at trial. Plaintiff now seeks these
11 wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's fees and
12 costs, and interest pursuant to California Labor Code section 1194.

13 **THIRD CAUSE OF ACTION**
14 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

15 42. Plaintiff incorporates by reference and re-allege paragraphs 1 through 41 as though fully
16 set forth herein.

17 43. According to Labor Code section 226(a), an employer must provide an itemized
18 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

19 *gross wages earned, (2) total hours worked by the employee, except for any*
20 *employee whose compensation is solely based on a salary and who is exempt*
21 *from payment of overtime under subdivision (a) of Section 515 or any*
22 *applicable order of the Industrial Welfare Commission, (3) the number of*
23 *piece-rate units earned and any applicable piece rate if the employee is paid*
24 *on a piece-rate basis, (4) all deductions, provided that all deductions made*
25 *on written orders of the employee may be aggregated and shown as one item,*
26 *(5) net wages earned, (6) the inclusive dates of the period for which the*
27 *employee is paid, (7) the name of the employee and the last four digits of his*
28 *or her social security number or an employee identification number other*
 than a social security number, (8) the name and address of the legal entity
 that is the employer and, if the employer is a farm labor contractor, as
 defined in subdivision (b) of Section 1682, the name and address of the legal
 entity that secured the services of the employer, and (9) 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 deductions made from

payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

44. Plaintiff alleges that Defendant intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendant also failed to list on the wage statements provided to Plaintiff all hours worked and the correct regular rate for overtime purposes.

45. Additionally, Plaintiff alleges he suffered injury as a result of Defendant's failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (i.e. a reasonable person in each Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone.

46. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendant to comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil penalties.

FOURTH CAUSE OF ACTION **WAITING TIME PENALTIES**

47. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 46 as though fully set forth herein.

48. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. Labor Code § 201.

49. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of resignation. Labor Code § 202.

50. An employer who willfully fails to pay an employee wages in accordance with Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. Labor Code § 203.

1 51. Plaintiff did not receive all wages, including minimum and overtime wages and meal and
2 rest period premiums, at his termination or separation from employment.

3 52. Defendant knew of its obligation to pay Plaintiff for all hours worked because they had
4 knowledge Plaintiff was, at all times, a non-exempt employee, worked over eight (8) hours a day
5 and/or forty (40) hours a week. Such conduct shows Defendant's knowledge of their obligation to
6 pay all wages owed upon termination and willful refusal.

7 53. As a proximate result of the Defendant's conduct, Plaintiff has been damaged and
8 deprived of his wages and thereby seeks his daily rate of pay multiplied by thirty (30) days for
9 Defendant's failure to pay all wages due in an amount to be established at trial.

10 **FIFTH CAUSE OF ACTION**
11 **FAILURE TO PAY OVERTIME WAGES**

12 54. Plaintiff incorporates by reference and re-allege paragraphs 1 through 53 as though fully
13 set forth herein.

14 55. During the period Plaintiff was employed by Defendant, Defendant was required to
15 compensate him one and one-half (1½) times the regular rate of pay for hours worked in excess of
16 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
17 hours worked in excess of twelve (12) hours per day. See California Labor Code §§ 510, 1194.
18 Although Plaintiff regularly worked in excess of eight (8) hours a day and/or forty (40) hours per
19 week, Defendant failed to pay all overtime wages owed to him.

20 56. Plaintiff was a non-exempt employee under the administrative, executive, or professional
21 exemptions of the applicable Wage Order and California Labor Code section 510.

22 57. On information and belief, Defendant failed to record and pay Plaintiff for all hours
23 worked, thus Plaintiff and other employees in California were underpaid overtime wages.

24 58. Defendants' conduct described herein violates California Labor Code sections 510 and
25 1194, and Wage Orders. As a proximate result of Defendant's conduct, Plaintiff has been damaged
26 and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these
27 wages, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.
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1 66. Plaintiff is also informed and believes and thereon alleges that such actions and/or
2 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
3 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*,
4 23 Cal. 4th 163 (2000).

5 67. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to the
6 UCL (including B&P Code § 17203), Plaintiff and similarly situated employees are entitled to
7 restitution as a result of its unfair business practices, including, but not limited to, public injunctive
8 relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208,
9 violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject
10 to proof at trial, for four (4) years from the filing of this Action.

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12 **EIGHTH CAUSE OF ACTION**
13 **CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.**

14 68. Plaintiff incorporates by reference and re-alleges paragraphs 1-67 above as though fully
15 set forth herein.

16 69. Plaintiff brings this cause of action as a proxy for the State of California and in this
17 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of the
18 California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order
19 violations identified above.

20 70. On February 25, 2023, Plaintiff, through counsel, sent written notice to the LWDA
21 regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section
22 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not informed
23 Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. As such, Plaintiff has
24 exhausted his administrative remedies under PAGA and may proceed in this Court.

25 71. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and
26 all aggrieved employees for all violations of the Labor Code from February 25, 2022, through trial
27 on this matter.
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1 72. Defendants' conduct, as alleged herein, violated various sections of the California labor
2 Code, including but not limited to, the following:

3 73. Labor Code section 226 requires employers to furnish to employees with "an accurate
4 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
5 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
7 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
8 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
9 only the last four digits of his or her social security number or an employee identification number
10 other than a social security number, (8) the name and address of the legal entity that is the employer .
11 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
12 of hours worked at each hourly rate by the employee" For the reasons stated above, Defendant
13 failed to comply with these requirements with respect to Plaintiff and similarly situated employees in
14 violation of the Labor Code.

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16 74. Labor Code sections 510 and 1194 require employers to pay employees overtime for any
17 work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any
18 one workweek. Employers must also pay overtime for the first eight (8) hours worked on the
19 seventh day of work in any one workweek. Finally, employers must pay double time for all hours
20 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
21 hours on the seventh day of work in any one workweek. As stated above, Plaintiff and similarly
22 situated employees worked over eight (8) hours per day and forty (40) hours per week and were not
23 paid correct overtime wages. Plaintiff and all similarly situated employees are entitled to recover all
24 unpaid overtime wages. Failure to pay such wages is against the law.

25 75. Labor Code sections 201–203 require that all wages be paid to employees upon
26 separation and/or termination of employment. Here, for the reasons stated above, Defendant's
27 employees did not receive all final wages due and owing to them at the time of termination or
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1 seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation
2 of the Labor Code.

3 76. Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A) require
4 employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For
5 the reasons stated above, Plaintiff and similarly situated employees were not authorized and
6 permitted to take legally compliant meal periods pursuant to California law.

7 77. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require
8 employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or
9 major fraction thereof worked. For the reasons stated above, Plaintiff and similarly situated
10 employees were not authorized and permitted to take legally compliant rest periods pursuant to
11 California law in violation of the Labor Code. Defendants also failed to pay rest period premiums
12 for their failure to provide rest periods.

13 78. Labor Code section 226 requires employers to furnish to employees with “an accurate
14 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
15 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
16 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
17 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
18 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
19 only the last four digits of his or her social security number or an employee identification number
20 other than a social security number, (8) the name and address of the legal entity that is the employer .
21 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
22 of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendants
23 failed to comply with these requirements with respect to Plaintiff and similarly situated employees in
24 violation of the Labor Code.

25 79. During the period Plaintiff and similarly situated employees were employed by
26 Defendant they were entitled to be paid at least the State’s minimum wage rate for each hour that
27 they worked. *See, e.g.*, IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001,
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1 section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay
2 Plaintiff and similarly situated employees at least minimum wage for all hours worked. Thus,
3 Plaintiff and similarly situated employees were not paid at least the applicable state minimum wage
4 for all hours worked in violation of the Labor Code.

5 80. Labor Code section 2802(a) states that “An employer shall indemnify his or her
6 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
7 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
8 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
9 unlawful.” For the reasons stated above, Defendant failed to pay required reimbursements to
10 Plaintiff and similarly situated employees for required business expenses in violation of the Labor
11 Code.

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13 81. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal.
14 Rptr. 3d 502, 513 (2018), Plaintiff seeks civil penalties on behalf of the State of California and all
15 aggrieved employees for all violations of the California Labor Code, whether he experienced them
16 personally or not.

17 18 **DAMAGES**

19 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 20 1. A jury trial;
- 21 2. For penalties and liquidated damages under the California Labor Code according to
22 proof allowed by law;
- 23 3. For compensatory damages, including, but not limited to, unpaid wages, plus
24 interest, according to proof allowed by law;
- 25 4. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney’s
26 fees;
- 27 5. For injunctive relief;
- 28 6. For an award of prejudgment and post-judgment interest; and

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7. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: May 10, 2023

Castle Law: California Employment Counsel, PC

By: _____



Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff TORY YOUNGHUSBAND