

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

Eric A. Grover, Esq. (SBN 136080)
eagrover@kellergrover.com
Robert W. Spencer, Esq. (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff
ABRAHAM COHEN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

ABRAHAM COHEN, as an "aggrieved
employee" and on behalf of "aggrieved
employees" under the Labor Code Private
Attorneys General Act,

Plaintiff,

v.

ENERGY ENTERPRISES USA INC d/b/a
CANOPY ENERGY; and DOES 1 through 10,
inclusive,

Defendants.

Case No:

REPRESENTATIVE ACTION

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. PENALTIES;
4. RECOVERY OF UNPAID WAGES; and
5. ATTORNEYS' FEES.

ENDORSED
FILED
ALAMEDA COUNTY
JUN 19 2020

CLERK OF THE SUPERIOR COURT

By TANIA PIERCE

REPRESENTATIVE ACTION COMPLAINT

CASE NO.

Filed By Fax

1 Plaintiff ABRAHAM COHEN (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, complains against Defendants ENERGY ENTERPRISES USA INC. d/b/a CANOPY
3 ENERGY (“ENERGY ENTERPRISES”), and Does 1 through 10 (all referred to collectively as
4 “Defendants”) as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among
7 other statutes, Labor Code §§ 201-203, 226(a), 226.3, 226.8, 432.5, 970, 2750.3, and 2802.
8 Plaintiff has complied with all requirements set forth in Labor Code § 2699.3 necessary to
9 commence a civil action seeking Labor Code § 2699 penalties.

10 2. This Court has personal jurisdiction over the parties because at all times relevant
11 hereto Plaintiff was a California resident who worked in California for Defendants and
12 Defendants have systematically and continuously conducted business in the State of California.

13 3. Venue is proper in this Court pursuant to Code of Civil Procedure § 395.5 because
14 (a) aggrieved employees performed duties in Alameda County, (b) part of the obligations of the
15 parties arises in Alameda County, (c) part of Defendants’ liability arises in Alameda County, and
16 (d) breaches by Defendants occurred in connection with work performed in Alameda County.

17 **II. NATURE OF THE ACTION**

18 4. Plaintiff brings this action to challenge ENERGY ENTERPRISES’s policy and
19 practice of misclassifying home improvement salespersons as independent contractors rather than
20 employees. By misclassifying its home improvement salespersons as independent contractors,
21 Defendants have evaded minimum protections afforded to employees, including the
22 reimbursement of business expenses and the timely payment of wages upon discharge, as well as
23 additional violations as detailed below.

24 5. ENERGY ENTERPRISES deliberately misclassifies home improvement
25 salespersons as independent contractors. Due to this deliberate misclassification, Defendants
26 have: (a) violated Labor Code § 226.8 by willfully misclassifying the aggrieved employees as
27 independent contractors, (b) failed to provide complete and accurate itemized wage statements to
28 aggrieved employees; (c) failed to pay aggrieved employees all wages due and owing at the time

1 of discharge or voluntary quit; (d) failed to reimburse aggrieved employees for expenses and
2 losses incurred in direct consequence of the discharge of their duties; (e) violated Labor Code §
3 432.5 by requiring Plaintiff and other aggrieved employees to agree in writing to unlawful terms
4 and conditions, and (f) violated Labor Code § 970 by inducing employees to relocate based on
5 knowingly false misrepresentations.

6 6. Plaintiff seeks to represent all aggrieved employees in a representative action
7 pursuant to the California Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
8 (“PAGA”). Plaintiff seeks to represent these aggrieved employees for all violations that occurred
9 within the applicable statute of limitations, up to the present and until compliance with the law.

10 **III. PARTIES AND BACKGROUND**

11 7. Plaintiff ABRAHAM COHEN worked for ENERGY ENTERPRISES in
12 California as a purported independent contractor home improvement salesperson from
13 approximately January 13, 2020 through February 7, 2020.

14 8. Defendant ENERGY ENTERPRISES USA INC. d/b/a CANOPY ENERGY is a
15 California Corporation doing business throughout California, including in the county of Alameda,
16 and is a “person” as defined by California Labor Code § 18 and California Business and
17 Professions Code § 17201. In addition, it is an “employer” as that term is used in the California
18 Labor Code and in the California Industrial Welfare Commission’s Orders regulating wages,
19 hours, and working conditions.

20 9. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1
21 through 10, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiff
22 will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
23 informed and believes and on that ground alleges that each of the fictitiously named Defendants
24 are responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other
25 losses as alleged are proximately caused by those occurrences.

26 **IV. FACTUAL ALLEGATIONS.**

27 10. This is a representative action seeking relief from Defendant’s affirmative decision
28 to misclassify ENERGY ENTERPRISES’ home improvement salespersons as “independent

1 contractors.” By misclassifying the home improvement salespersons as independent contractors,
2 Defendants have sought to increase their personal profits while avoiding various duties and
3 obligations owed to employees under the Labor Code and the applicable California Industrial
4 Welfare Commission (“IWC”) Wage Order.

5 11. ENERGY ENTERPRISES provides clean energy solutions such as solar panel
6 installations throughout California, including in this county. It utilizes purported independent
7 contractor home improvement salespersons as its sole sales force.

8 12. ENERGY ENTERPRISES implemented a policy and practice of misclassifying
9 Plaintiff and other aggrieved employees as independent contractors in order to avoid California
10 laws protecting employees which would reduce its profits.

11 13. **ABC TEST:** On April 30, 2018, the California Supreme Court adopted the ABC
12 test to determine whether a worker should be classified as an employee or an independent
13 contractor. *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal. 5th 903. The
14 California government then codified the ABC test as Labor Code § 2750.3.

15 14. The ABC test: (1) places the burden on the hiring entity to establish that the
16 worker is an independent contractor who was not intended to be included within the wage order’s
17 coverage, and (2) requires the hiring entity, in order to meet this burden, to establish each of the
18 three factors embodied in the ABC test – namely:

19 (A) The person is free from the control and direction of the hiring entity in
20 connection with the performance of the work, both under the contract for the
21 performance of the work and in fact,

22 (B) The person performs work that is outside the usual course of the hiring entity’s
23 business, and

24 (C) The person is customarily engaged in an independently established trade,
25 occupation, or business of the same nature as that involved in the work performed.
26 Labor Code § 2750.3, see also *Dynamex Operations West, Inc. v. Superior Court*
27 (2018) 4 Cal. 5th 903, 956-963.

28 15. With regard to factor A, Plaintiff and aggrieved employees are not free from the

control of the hiring entities. Among other things, ENERGY ENTERPRISES controls the schedule of home improvement salespersons by assigning them sales appointments with current and potential ENERGY ENTERPRISES' customers. The home improvement salespersons then sell the customer on ENERGY ENTERPRISES' services. ENERGY ENTERPRISES also controls the earnings of home improvement salespersons by setting standard sales commissions. ENERGY ENTERPRISES also employs a mandatory closing ratio that home improvement salespersons must meet. ENERGY ENTERPRISES also trains home improvement salespersons by having them do ride-alongs with other home improvement salespersons. In addition, ENERGY ENTERPRISES exercises control by being able to terminate home improvement salespersons at will. For example, ENERGY ENTERPRISES terminated Plaintiff's employment after ENERGY ENTERPRISES refused to pay Plaintiff his draw. In addition, ENERGY ENTERPRISES recruits home improvement sales persons from abroad to relocate for work and even provides them housing. Plaintiff lived with up to five other home improvement salespersons in housing provided by ENERGY ENTERPRISES. The relationship between ENERGY ENTERPRISES and its home improvement salespersons do not meet the requirements of factor A, home improvement salespersons are employees, not independent contractors.

16. ENERGY ENTERPRISES' business model does not satisfy factor B, either. Plaintiff and other aggrieved employees perform work that is within the usual course of the hiring entities' business. ENERGY ENTERPRISES provides clean energy home improvement services. Plaintiff and the other aggrieved employees are ENERGY ENTERPRISES' entire sales force.

17. ENERGY ENTERPRISES' business model does not satisfy factor C either, as home improvement salespersons are not customarily engaged in an independently established trade, instead being governed in all material respects by ENERGY ENTERPRISES.

18. **Claims:** Labor Code § 226 provides that every employer is required, "semimonthly or at the time of each payment of wages," to provide each employee an itemized wage statement, including, *inter alia*, the total hours worked by the employee (except for salaried employees), 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." Lab. Code § 226(a). Defendants

1 implemented a policy and practice of failing to provide complete and accurate itemized wage
2 statements to Plaintiff and other aggrieved employees as required by Labor Code § 226, in fact
3 Defendants never provided a wage statement to Plaintiff at all.

4 19. Defendants had a policy and practice of violating California Labor Code §§ 201-
5 203 by failing to pay Plaintiff and other aggrieved employees all wages due and owing at the time
6 of discharge or voluntary quit. For example, during his relationship with ENERGY
7 ENTERPRISES, Defendants never paid Plaintiff at all.

8 20. Defendants implemented a policy and practice of failing to reimburse Plaintiff and
9 other aggrieved employees for necessary expenditures and losses as required by Labor Code §
10 2802. Defendants required home improvement salespersons to have a cellular telephone and
11 related service, however ENERGY ENTERPRISES did not reimburse them for such
12 expenditures. In addition, ENERGY ENTERPRISES provided only partial payments for gas.
13 Plaintiff and other aggrieved employees have not received full reimbursement and/or indemnity
14 for all necessary expenditures or losses incurred in connection with the purchase of the items
15 above in violation of Labor Code § 2802.

16 21. Defendants had a policy and practice of violating Labor Code § 432.5 by requiring
17 Plaintiff and other aggrieved employees to agree, in writing, to terms and/or conditions which
18 were known by Defendants to be prohibited by law. By intentionally misclassifying aggrieved
19 employees as independent contractors and requiring aggrieved employees to sign an independent
20 contractor agreement, Defendants violated Labor Code § 432.5.

21 22. Defendants had a policy and practice of violating Labor Code § 432.5 by requiring
22 Plaintiff and other aggrieved employees to agree, in writing to terms and/or conditions which
23 were known by Defendants to be prohibited by law. By intentionally misclassifying aggrieved
24 employees as independent contractors and requiring aggrieved employees to sign and independent
25 contract agreement, Defendants violated Labor Code § 432.5.

26 23. Defendants had a policy and practice of violating Labor Code § 970 by inducing
27 Plaintiff and aggrieved employees to relocate for work based by means of knowingly false
28 representations, including the kind and character of the work, as well as the compensation

therefore.

24. Defendants are responsible for intentionally misclassifying aggrieved employees as independent contractors in violation of Labor Code § 226.8.

V. REPRESENTATIVE ACTION ALLEGATIONS

25. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who performed work for ENERGY ENTERPRISES as home improvement salespersons in California within the applicable limitations period, up to the present and until compliance with the law. Plaintiff alleges that ENERGY ENTERPRISES willfully misclassified these aggrieved employees as independent contractors.

26. On behalf of all aggrieved employees, Plaintiff seeks PAGA penalties pursuant to Labor Code §§ 226.3, 226.8(b) and (c), and 2699(f), as applicable, for each violation of Labor Code, including:

- (a) § 226.8 (willful misclassification of employees as independent contractors);
- (b) § 226(a) (failure to provide itemized wage statements);
- (c) §§ 201-203 (failure to pay wages upon termination);
- (d) § 2802 (failure to reimburse business expenses);
- (e) § 432.5 (requiring employees to agree to unlawful terms and conditions);
- and
- (f) § 970 (inducing employees to relocate based on false misrepresentations).

27. There is a well-defined community of interest in the questions of law and fact affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including, but not limited to: (1) willfully improperly classified home improvement salespersons as independent contractors in violation of the Labor Code; (2) violated Labor Code §§ 226 and 226.3 by failing to provide home improvement salespersons with accurate and itemized wage statements; (3) violated Labor Code §§ 201-203 by failing to pay departing home improvement salespersons all wages due at the time of discharge or voluntary quit; (4) violated Labor Code § 2802 by failing to

1 reimburse home improvement salespersons for all necessary expenditures and losses incurred in
2 the direct consequence of the discharge of their duties; (5) violated Labor Code § 432.5 by
3 requiring aggrieved employees to agree in writing to unlawful terms and conditions, and (6)
4 violated Labor Code § 970 by inducing aggrieved employees to relocate based on knowingly
5 false misrepresentations.

6 28. Plaintiff's claims are typical of the claims of the aggrieved employees whom
7 Plaintiff seeks to represent on a representative basis and their interests are consistent with, and not
8 antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately
9 represent the interests of the aggrieved employees whom she seeks to represent because Plaintiff
10 is also an aggrieved employee and her claims are typical of those of the aggrieved employees.
11 Plaintiff has retained attorneys who are experienced in the prosecution of representative actions,
12 and Plaintiff intends to prosecute this action vigorously.

13 29. Common questions of law and fact exist as to all aggrieved employees that
14 predominate over any other questions affecting only individual aggrieved employees.

15 30. Plaintiff requests permission to amend the Complaint to include additional
16 representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved
17 employees.

18 **VI. FIRST CAUSE OF ACTION**
19 **(WILLFUL MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT**
20 **CONTRACTORS – LABOR CODE § 226.8 - PAGA)**

21 31. Plaintiff repeats and realleges each and every paragraph above as though fully set
22 forth herein.

23 32. PAGA provides that, any provision of law under the Labor Code that provides for
24 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency for
25 violation of the Labor Code, may, as an alternative, be recovered through a civil action brought
26 by an aggrieved employee pursuant to the procedures outlined in Labor Code § 2699.3.

27 33. Plaintiff is an "aggrieved employee" as that term is defined in PAGA because she
28 is a person who was employed by the alleged violators and against whom one or more of the

1 alleged violations was committed.

2 34. Labor Code § 2750.3 codified the ABC test that determines whether an individual
3 should be classified as employees or independent contractors.

4 35. Labor Code § 226.8(a)(1) makes it unlawful for any person or employer to
5 willfully misclassify an individual as an independent contractor. At all relevant times, Defendants
6 violated Labor Code § 226.8 by willfully misclassifying Plaintiff and other aggrieved employees
7 as independent contractors.

8 36. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
9 action against Defendants for violations of Labor Code § 226.8.

10 37. Therefore, Plaintiff, for himself and all current and former aggrieved employees,
11 demands the maximum penalties provided by Labor Code §§ 226.8(b) and (c) and 2699(f) for
12 violations of Labor Code § 226.8.

13 38. Plaintiff, for himself and all current and former aggrieved employees, requests the
14 Court order Defendants to place the notice required by Labor Code § 226.8(e) on ENERGY
15 ENTERPRISES' websites.

16 39. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
17 2699(g)(1).

18 Wherefore, Plaintiff prays for relief as set forth below.

19 **VII. SECOND CAUSE OF ACTION**

20 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS-PAGA)**

21 40. Plaintiff repeats and realleges each and every paragraph above as though fully set
22 forth herein.

23 41. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties
24 on their own behalf and on behalf of other current and former employees.

25 42. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
26 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
27 violators and against whom one or more of the alleged violations was committed.

28 43. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil

1 action against Defendants for violations of Labor Code § 226(a).

2 44. By the actions alleged herein, Defendants, misclassified Plaintiff and other
3 aggrieved employees as independent contractors and failed to comply with Labor Code §§ 226(a)
4 as it relates to Plaintiff and the other aggrieved employees. As alleged above, ENERGY
5 ENTERPRISES, employs a policy and practice of failing to provide complete and accurate
6 itemized wage statements to Plaintiff and other aggrieved employees as required by Labor Code
7 §§ 226(a) and 226.3. For example, Defendants never provided Plaintiff Cohen with a single wage
8 statement. In doing so, Defendants have violated Labor Code §§ 226(a) and 226.3.

9 45. Therefore, Plaintiff, for himself and all current and former aggrieved employees,
10 demands the penalties provided by Labor code § 2699(f) for violations of Labor Code §§ 226(a)
11 and 226.3.

12 46. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
13 2699(g)(1).

14 Wherefore, Plaintiff prays for relief as set forth below.

15 **VIII. THIRD CAUSE OF ACTION**
16 **(WAITING TIME PENALTIES - PAGA)**

17 47. Plaintiff repeats and realleges each and every paragraph above as though fully set
18 forth herein.

19 48. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties
20 on their own behalf and on behalf of other current and former employees.

21 49. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
22 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
23 violators and against whom one or more of the alleged violations was committed.

24 50. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
25 action against Defendants for violations of Labor Code §§ 201-203.

26 51. By the actions alleged herein, Defendants misclassified Plaintiff and other
27 aggrieved employees as independent contractors and failed to comply with Labor Code §§ 201-
28 203 as they relate to Plaintiff and the other aggrieved employees.

52. Therefore, Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

53. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. FOURTH CAUSE OF ACTION

(FAILURE TO REIMBURSE BUSINESS EXPENSES – PAGA)

54. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

55. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

56. Plaintiff is an "aggrieved employee" as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

57. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

58. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

59. Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

60. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

//

//

//

//

X. FIFTH CAUSE OF ACTION
(REQUIRING EMPLOYEES TO AGREE TO UNLAWFUL
TERMS & CONDITIONS - PAGA)

61. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

62. At all relevant times, Labor Code § 432.5 makes it unlawful for an employer to require its employees to agree, in writing, to terms and/or conditions which were known by Defendants to be prohibited by law.

63. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

64. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

65. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 432.5.

66. By the actions alleged herein, Defendants have required Plaintiff and other aggrieved employees to agree to agree, in writing, to terms and/or conditions which Defendants knew to be prohibited by law.

67. Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 432.5

68. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XI. SIXTH CAUSE OF ACTION
(LABOR CODE § 970 - PAGA)

69. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

70. At all relevant times, Labor Code § 970 makes it unlawful for an employer to

misrepresent, influence, persuade, and engage aggrieved employees to relocate from other parts of California or outside the state by misrepresenting the kind and character of the work as well as the compensation therefore.

71. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

72. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

73. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 970.

74. By the actions alleged herein, Defendants have violated Labor Code § 970 by misrepresenting, influencing, persuading, and engaging aggrieved employees to relocate from other parts of California or outside the state by misrepresenting the kind and character of the work as well as the compensation therefore.

75. Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 432.5

76. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

1. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code § 226.8 (willful misclassification of employees as independent contractors) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

2. For civil penalties as allowed by Labor Code § 226.8 for Plaintiff and each current and former aggrieved employee during the applicable limitations period preceding the filing of

the Complaint and up to and including the present and until the date of compliance with the law;

3. For an order by the Court commanding Defendants to place the notice required by Labor Code § 226.8(e) on applicable websites.

4. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

5. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

6. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

7. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 432.5 (requiring employees to agree to unlawful terms and conditions) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

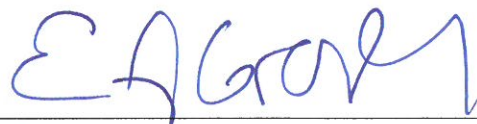
8. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 970 (inducing

employees to relocate based on knowingly false misrepresentations) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

9. For reasonable attorneys' fees and costs as allowed by Labor Code § 2699(g)(1);
10. For all interest as required by Labor Code § 218.6 and other applicable law; and
11. For such other and further relief as the Court may deem proper.

Dated: June 18, 2020

KELLER GROVER LLP

By: 
ERIC A. GROVER
ROBERT SPENCER

Counsel for Plaintiff
ABRAHAM COHEN