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11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ALAMEDA

13 RICHARD DAVILA, individually and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 vs.

17 CONCENTRIX SOLUTIONS CORPORATION,
a New York Corporation, and CONCENTRIX
18 SERVICES US, INC., a Delaware Corporation,

19 Defendants.

Case No.: RG20079700

**THIRD AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR: (1) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR CODE
§ 2802); (2) UCL VIOLATIONS (BUS. &
PROF. CODE §§ 17200-17204); AND (3)
CIVIL PENALTIES UNDER PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2699)**

DEMAND FOR JURY TRIAL

1 Plaintiff Richard Davila (“Plaintiff”), on behalf of himself and all others similarly situated Class
2 Members, as defined below, complains and alleges as follows:

3 **OVERVIEW OF CLAIMS**

4 1. This is a class action, under California Code of Civil Procedure § 382, seeking
5 reimbursement for business expenses, interest thereon; other equitable relief; and reasonable attorneys’
6 fees and costs, under California Labor Code § 2802, Code of Civil Procedure § 1021.5, and California’s
7 Unfair Competition Law, Business and Professions Code § 17200, *et seq.*, (the “UCL”) on behalf of
8 Plaintiff and all other individuals employed by Concentrix Solutions Corporation (formerly Concentrix
9 Corporation d/b/a in California as SYNnex-Concentrix Corporation) and/or Concentrix Services US,
10 Inc. (collectively referred to as “Concentrix” or “Defendants”) in California during the four years prior
11 to the filing of this action through to trial and either whose work location was classified by Concentrix
12 as “Work-at-Home” or “Remote” and/or who were moved by Concentrix to work at home following the
13 start of the Covid-19 pandemic (“Class” or “Class Members”).

14 2. During the Class Period, Defendants maintained policies and/or practices that required
15 and/or expected Plaintiff and Class Members to work from home. In working from home, and as a direct
16 consequence of discharging their job duties and/or obeying the directions of the Defendants, Class
17 Members incurred necessary expenditures or losses. These necessary expenditures include, but are not
18 limited to home internet, cellular phone, headsets, printing supplies. Defendants knew or should have
19 known that Plaintiff and Class Members incurred these expenses. However, in violation of Labor Code
20 § 2802, Defendants maintained policies and practices that denied Plaintiff and Class Members
21 reimbursement or full reimbursement for these necessary expenditures or losses. As such, Plaintiff, on
22 behalf of himself and the Class Members, seeks recovery of unreimbursed business expenses that were
23 illegally, unlawfully, and improperly unreimbursed, interest from the date of the incurrence of the
24 expense, and reasonable attorney’s fees and costs.

25 3. Plaintiff also brings this action as a representative action under the California Labor
26 Code’s Private Attorneys General Act (“PAGA”), Cal. Labor Code § 2698 *et seq.*, for civil penalties on
27 behalf of himself and all other individuals employed by Defendants in California from October 30, 2019
28 to the present (“Aggrieved Employees”) for the violation Labor Code § 2802.

JURISDICTION

4. This Court has jurisdiction over the Plaintiff's claims for reimbursement of business expenses under Labor Code § 2802.

5. This Court has jurisdiction over the claims for restitution arising from Defendants' unlawful business practices, under California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17203 and 17204.

6. This Court has jurisdiction over Plaintiff's claims for civil penalties under Labor Code § 2699. On October 30, 2020, Plaintiff provided PAGA Notice pursuant to Labor Code § 2699.3 to the California Labor & Workforce Development Agency ("LWDA") and Defendant Concentrix Services US, Inc. On October 22, 2021 Plaintiff provided an Amended PAGA Notice pursuant to Labor Code § 2699.3 to the LWDA and Defendant Concentrix Solutions Corporation. The LWDA has provided no notice to Plaintiff within the period specified in Labor Code § 2699.3 regarding its intention to investigate or not investigate any of the claims alleged in the PAGA Notice. Plaintiff has therefore fully complied with the PAGA procedural requirements and may commence this representative action pursuant to Labor Code § 2699.

7. The "PAGA Period" for Plaintiff's PAGA claims against both Defendants is October 30, 2019 to the present. Defendant Concentrix Solutions Corporation has been on notice of Plaintiff's PAGA claims since Plaintiff sent his initial PAGA Notice to Defendant Concentrix Services US on October 30, 2020. Both Defendants have the same principal place of business in Fremont; both Defendants are represented by the same Counsel; and both Defendants have employed Aggrieved Employees during the PAGA Period. Plaintiff did not unduly delay in adding Concentrix Solutions Corporation as a Defendant in this action. Plaintiff promptly sought to file a Second Amended Complaint adding Concentrix Solutions Corporation as a Defendant after identifying that entity as an employer of Class Members; and promptly notified both Defendants of his intention to seek PAGA Penalties against Concentrix Solutions Corporation after filing his Second Amended Complaint. Defendant Concentrix Solutions Corporation will therefore not be prejudiced by the addition of a claim for PAGA Penalties for its alleged violation of Labor Code § 2802 arising during the PAGA Period.

8. This Court has jurisdiction for Plaintiff's claims for interest, reasonable attorneys' fees and costs pursuant to Labor Code §§ 2802, 2699 and California Code of Civil Procedure § 1021.5.

VENUE

9. Venue as to Defendants is proper in the County of Alameda, pursuant to Code of Civil Procedure §§ 395(a) and 395.5. Defendant Concentrix Solutions Corporation (formerly Concentrix Corporation d/b/a in California as SYNnex-Concentrix Corporation) is a New York corporation with its principal place of business at 44201 Nobel Drive, Fremont, California 94538.

10. Defendant Concentrix Services US, Inc. is a Delaware corporation with its principal place of business at 44201 Nobel Drive, Fremont, California 94538.

11. Defendants employ individuals across the country as well as throughout California. The unlawful acts alleged herein have a direct effect on Plaintiff and other Class Members within the State of California, some of whom are employed and incur unreimbursed business expenses while conducting Defendants' business within Alameda County.

PARTIES

12. Plaintiff Richard Davila resides in Los Angeles, California. Plaintiff was employed as a Technical Support Advisor from approximately 2016 until June 2020. During that time, Plaintiff was employed by Concentrix Solutions Corporation until approximately 2018, and as of approximately 2018 by Concentrix Services US, Inc. During his employment, Plaintiff worked from home and was subject to Defendants' unlawful business expense reimbursement policies and/or practices set forth herein, and incurred unreimbursed business expenses in the course of carrying out his job duties.

13. Defendant Concentrix Solutions Corporation is a New York corporation with its principal place of business at 44201 Nobel Drive, Fremont, California 94538. Prior to approximately mid-2020, Defendant Concentrix Solutions Corporation's corporate name was Concentrix Corporation d/b/a in California as SYNEX-Concentrix Corporation. The policies and practices complained of herein were formulated, implemented, and maintained, in whole or in substantial part, at its Fremont address.

14. Defendant Concentrix Services US, Inc., a subsidiary of Concentrix Corporation, is a Delaware corporation, with its principal executive office and principal place of business in Fremont,

1 California. The policies and practices complained of herein were formulated, implemented, and
2 maintained, in whole or in substantial part, at its Fremont address.

3 15. Unless otherwise stated, all of Plaintiff's claims stated herein are asserted against
4 Defendants and any of their predecessors, successors, and/or assigns that do, or have done, business, and
5 that employ, or have employed, Class Members in California during the Class Period.

6 **FACTUAL BACKGROUND**

7 16. Concentrix Solutions Corporation and Concentrix Services US, Inc. are wholly owned
8 subsidiaries of Concentrix Corporation.

9 17. Concentrix Solutions Corporation provides technology solutions and services. It offers
10 analytics and consulting, customers engagements, financial and accounting, marketing, insurance, and
11 technology and systems integration services.

12 18. Concentrix Services US, Inc. is part of the Business Support Services Industry. It
13 operates call center locations through the United States, including in California.

14 19. Defendants operate and, at all times during the Class Period, have done business
15 throughout California and, in the course of operating their business in California, employ or have
16 employed Class Members in various capacities.

17 20. Since at least four years prior to the filing of this action, Defendants have maintained
18 policies and/or practices relating to the incurrence and reimbursement of business expenses that deny
19 lawful reimbursement and/or compensation to Class Members.

20 21. During the Class Period, Defendants maintained policies and/or practices that required
21 and/or expected Class Members to work from home. In working from home, Defendants routinely
22 required and/or expected Class Members to maintain certain equipment and services, including, but not
23 limited to hardwired internet service (High Speed DSL/Cable/Fiber Optic) with 5.0 mbps download/ 1.5
24 mbps upload; landline phones that meet specific requirements; corded phones and corded headsets and/or
25 USB headsets.

26 22. Upon information and belief, Class Members are also required and/or expected to be able
27 to print documents at home and thus to have printing supplies, such as paper, ink or toner.
28

23. As a result of these requirements and/or expectations, Class Members incurred necessary expenditures or losses, including but not limited to the expense of home internet, phone service and/or equipment, and printing equipment and supplies. However, Defendants did not maintain expense reimbursement policies and/or practices that reimbursed Class Members for these expenses.

24. The unreimbursed expenses incurred by all the Class Members, described in the preceding paragraphs, are hereinafter referred to as “Home Office Expenses.”

25. Defendants' expense-related policies and/or practices require, and/or with Defendants' knowledge thereof permit, Class Members working from home to pay for business expenses incurred in direct consequence of discharging their job duties on behalf of Defendants and/or as a result of his obedience to the directions of the Defendants, without any or full reimbursement by Defendants for such expenses.

26. Defendants were aware or should have been aware that Class Members regularly incur business expenses in the discharge of their duties, as employees, without any reimbursement or reimbursement in full. Defendants are aware that Class Members on a regular basis incur Home Offices Expenses described above. Defendants nevertheless have, throughout the Class Period, failed and refused to reimburse Plaintiff and Class Members for such business expenses incurred by them in carrying out their job duties for Defendants.

27. Defendants have maintained their policies of denying reimbursement in full of Plaintiff and Class Members' necessarily incurred business expenses, or substantially similar policies, throughout California and throughout the Class Period.

28. Plaintiff and Class Members have been harmed by Defendants' unlawful business expense policies and/or practices in that they have not been paid for certain business expenses incurred while employed by Defendants, thereby diminishing their agreed-upon compensation, in substantial amounts to be proved at trial.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action on behalf of himself and the Class pursuant to Code of Civil Procedure § 382. All such Class Members were subject to Defendants' policies and/or practices of failing to fully reimburse employees' business expenses.

1 30. This action has been brought and may properly be maintained as a class action under
2 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation,
3 the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Class:

4 a. Numerosity: The potential members of the Class as defined are so numerous and
5 so diversely located throughout California, that joinder of all the members is impracticable. While the
6 precise number of Class Members has not been determined at this time, Plaintiff is informed and believes
7 that Defendants have at all times during the Class Period employed more than 100 individuals in
8 California subject to Defendants' business expense reimbursement policies. Due to employee turnover,
9 the number of Class Members is much larger than the number of individuals employed at any one time.

10 b. Commonality: There are questions of law and fact common to the Plaintiff and
11 the Class that predominate over any questions affecting only individual members of the Class. These
12 common questions of law and fact include, without limitation:

13 i. Whether Defendants maintained policies and/or practices that required or
14 expected Plaintiff and Class Members to work from home.

15 ii. Whether Plaintiff and Class Members incurred unreimbursed business
16 expenses as a direct consequence of the discharge of their duties as employees or obedience to the
17 directions of the Defendants.

18 iii. Whether Defendants knew or should have known that Plaintiff and Class
19 Members were routinely incurring expenditures and/or losses as a direct consequence from working
20 from home.

21 iv. Whether Defendants maintained policies and/or practices that denied
22 reimbursement or full reimbursement to Class Members for these necessary incurred expenditures or
23 losses.

24 v. Whether Defendants' failure to reimburse business expenses incurred by
25 Plaintiff and Class Members, fully or at all, was the result of, and/or pursuant to, a business policy or
26 regular practice of Defendants.

27 vi. Whether Defendants violated Labor Code § 2802 by denying Plaintiff and
28 similarly situated Class Members reimbursement for their business expenses.

vii. Whether Plaintiff is entitled to restitution under Business and Professions Code §§ 17200 *et seq.* of unreimbursed business expenses incurred by Plaintiff and Class Members.

viii. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiff and the Class Members.

c. Typicality: Plaintiff's claims are typical of the claims of the Class. Both Plaintiff and Class Members sustained injuries and damages, and were deprived of property rightly belonging to them, arising out of and caused by Defendants' common course of conduct in violation of law as alleged herein, in similar ways and for the same types of expenses.

d. Adequacy of Representation: Plaintiff is a member of the Class and will fairly and adequately represent and protect the interests of the Class. Plaintiff's interests do not conflict with those of the Class. Counsel who represent Plaintiff are competent and experienced in litigating large wage and hour class actions, including business expense reimbursement cases, and other employment class actions, and will devote sufficient time and resources to the case and otherwise adequately represent the Class.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Class Member has been damaged or may be damaged in the future by reason of Defendants' unlawful policies and/or practices of not fully reimbursing business expenses. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because it allows for efficient and full disgorgement of the ill-gotten gains Defendants have enjoyed by maintaining their unlawful business expense reimbursement policies and/or practices, and will thereby effectuate California's strong public policy of protecting employees from deprivation or offsetting of compensation earned in their employment. If this action is not certified as a Class Action, it will be impossible as a practical matter for many or most Class Members to bring individual actions to recover monies unlawfully withheld from their lawful

1 compensation due from Defendants, due to the relatively small amounts of such individual recoveries
2 relative to the costs and burdens of litigation.

3
4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
6 **(LABOR CODE § 2802)**

7 31. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in
8 the preceding paragraphs.

9 32. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for
10 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
11 his or her duties.”

12 33. Defendants required and/or expected Plaintiff and Class Members to work from home. In
13 working from home, Plaintiff and Class Members incurred necessary expenditures or losses, as described
14 above. Defendants knew or should have known that Plaintiff and Class Members incurred these
15 expenditures, yet failed to reimburse Plaintiff and Class Members for these expenditures or losses fully
16 or at all.

17 34. Defendants’ failure to pay for or reimburse the Home Office Expenses of Plaintiff and
18 other Class Members violated non-waivable rights secured to Plaintiff and Class Members by Labor
19 Code § 2802. Plaintiff and Class Members are entitled to reimbursement for these necessary
20 expenditures, plus interest and reasonable attorneys’ fees and costs, under Labor Code § 2802.

21 35. Plaintiff, on behalf of himself and the Class Members, requests relief as described below.

22 **SECOND CAUSE OF ACTION**
23 **UNFAIR COMPETITION LAW VIOLATIONS**
24 **(BUS. & PROF. CODE §§ 17200 *et seq.*)**

25 36. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in
26 the preceding paragraphs.

27 37. Business & Professions Code §§ 17200, *et seq.* (the “UCL”) prohibits unfair competition
28 in the form of any unlawful, unfair, or fraudulent business act or practice. Business & Professions Code
§ 17204 allows “any person who has suffered injury in fact and has lost money or property” to prosecute

1 a civil action for violation of the UCL. Such a person may bring such an action on behalf of himself and
2 others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

3 38. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the filing
4 of this action, and continuing to the present, Defendants have committed unlawful, unfair, and/or
5 fraudulent business acts and practices as defined by the UCL, by failing to reimburse and indemnify
6 Plaintiff and Class Members for Home Office Expenses, in violation of Labor Code § 2802.

7 39. In order to discharge their job duties for Defendants, Plaintiff and other Class Members
8 were required and/or expected by Defendants to incur and pay, and did in fact incur and pay, Home
9 Office Expenses in the course and scope of their employment, as alleged above. Plaintiff and the Class
10 Members were not reimbursed fully, or at all, by Defendants for such expenses.

11 40. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts
12 and practices described herein, Defendants have received and continue to hold unlawfully obtained
13 property and money belonging to Plaintiff and Class Members in the form of unreimbursed employee
14 business expenses that reduced or offset compensation earned by Plaintiff and Class Members. As a
15 direct and proximate result of Defendants' unlawful business practices, Plaintiff and Class Members
16 have suffered economic injuries including, but not limited to out-of-pocket business expenses and
17 resulting reductions or offsets to earned compensation. Defendants have profited from their unlawful,
18 unfair, and/or fraudulent acts and practices in the amount of those business expenses and interest accrued
19 thereon.

20 41. Plaintiff and other Class Members are entitled to restitution pursuant to Business &
21 Professions Code §§ 17203 and 17208 for all unpaid business expenses, and interest thereon, from four
22 years prior to the filing of this action to the date of such restitution, at rates specified by law. Defendants
23 should be required to disgorge all the profits and gains they have reaped and restore such profits and
24 gains to Plaintiff and Class Members, from whom they were unlawfully taken.

25 42. Plaintiff and other Class Members are entitled to enforce all applicable penalty provisions
26 of the Labor Code pursuant to Business & Professions Code § 17202.

27 43. Plaintiff has assumed the responsibility of enforcement of the laws and public policies
28 specified herein by suing on behalf of himself and other similarly situated members of the public

1 previously and presently employed by Defendants in California. Plaintiff's success in this action will
2 enforce important rights affecting the public interest. Plaintiff will incur a financial burden in pursuing
3 this action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiff is
4 appropriate pursuant to Code of Civil Procedure § 1021.5.

5 44. Plaintiff, on behalf of himself and other Class Members, requests relief as described
6 below.

7 **THIRD CAUSE OF ACTION**
8 **Civil Penalties**
9 **(Labor Code §§ 2698 *et seq.*)**

10 45. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in
the preceding paragraphs.

11 46. Plaintiff is an "aggrieved employee" under PAGA as he was employed by Defendants
12 during the applicable statutory period and suffered the violation of Labor Code § 2802 alleged herein.

13 47. During the PAGA Period, Defendants did not maintain a policy of reimbursing Aggrieved
14 Employees for their business expenses incurred in carrying out their job duties for Defendants. These
15 expenses include but are not limited to home office expenses including the cost of internet, including
16 high speed internet; home or mobile telephone expenses, including service and equipment; ink
17 toner/cartridges and paper and other expenses associated with working from home.

18 48. Defendants knew or should have known that Aggrieved Employees who worked from
19 home incurred these expenses in carrying out their job duties for Defendants, as alleged above.
20 Defendants also required Aggrieved Employees to fill out forms with their equipment specifications (i.e.
21 brand/model, type, features) and to test the speed of their internet and submit the test results to Concentrix
22 Services US, Inc.

23 49. Furthermore, as a result of the COVID-19 pandemic and the state of emergency declared
24 in California on March 4, 2020 due to the pandemic, all non-essential employees were required to work
25 from home, including Aggrieved Employees, who have all incurred home office expenses, including but
26 not limited to home internet, home or mobile phone service, and printing supplies, in order to carry out
27 their job duties for Defendants at home. However, Defendants did not reimburse them for these expenses
28 fully or at all in violation of § 2802 of the California Labor Code.

1 50. Pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are entitled to
2 one hundred dollars (\$100) per pay period for each initial violation and two hundred dollars (\$200) per
3 pay period for each subsequent violation.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff requests the following relief:

6 A. That the Court determine that this action may be maintained as a class action under Code
7 of Civil Procedure § 382, and define the Class as requested herein;

8 B. That the Court find and declare that Defendants' business expense policies and/or
9 practices violate California law, including Labor Code § 2802, by refusing and/or failing to reimburse
10 all business expenses incurred by Plaintiff and other Class Members in the discharge of their duties as
11 employees of Concentrix;

12 C. That the Court find and declare that Defendants have violated the UCL and committed
13 unfair and unlawful business practices by failing to reimburse Plaintiff and other Class Members for
14 business expenses incurred by them in the course of their duties for the benefit of Defendants, their
15 employer(s);

16 D. That the Court find and declare that Defendants' business expense policies and/or
17 practices violate California law by causing a denial or forfeiture of compensation including earned
18 wages;

19 E. That the Court award to Plaintiff and Class Members all unreimbursed business expenses,
20 and interest thereon, that they are owed, pursuant to Labor Code § 2802, in an amount to be proved at
21 trial;

22 F. That Defendants be ordered to pay restitution to Plaintiff and the Class due to Defendants'
23 UCL violations, pursuant to Business and Professions Code §§ 17200-17205, in the amount of their
24 unreimbursed business expenses and interest thereon;

25 G. That Plaintiff and the Class be awarded reasonable attorneys' fees and costs pursuant to
26 Labor Code § 2802(c), Code of Civil Procedure § 1021.5, and/or other applicable law against
27 Defendants;
28

1 H. That the Court award PAGA Civil Penalties, and attorneys' fees and costs, as provided
2 under Labor Code § 2699 against Defendants.

3 I. That the Court award such other and further relief as this Court may deem appropriate.
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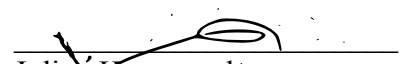
5 **DEMAND FOR JURY TRIAL**

6 Plaintiff, on behalf of himself and the Class, hereby demands a jury trial on all causes of action
7 and claims with respect to which he has a right to jury trial.

8 Dated: March 10, 2022

Respectfully submitted,

9 HAMMONDLAW, P.C.

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11 Julian Hammond

12 Attorneys for Plaintiff and the Putative Class
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