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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RICHARD J. SENSER, an individual, on behalf
of the State of California, as a private attorney
general, and on behalf of all Aggrieved
Employees, and on behalf of all others similarly
situated,

PLAINTIFF,

v.

PROGRESSIVE CASUALTY INSURANCE
COMPANY, an Ohio Corporation,

DEFENDANT.

CASE NO. 21CV390195

**PLAINTIFF'S CLASS AND PAGA
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR CODE §
2802);
(2) UCL VIOLATIONS (CAL. BUS. AND
PROF. CODE §§ 17200-17204); AND
(3) PENALTIES PURSUANT TO LABOR
CODE § 2699, ET SEQ.**

1 Plaintiff RICHARD J. SENSER (“Plaintiff”), on behalf of the people of the State of
2 California, and as an “Aggrieved Employee” acting as a private attorney general for the LWDA
3 under the Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (“PAGA”), and on
4 behalf of all others similarly situated (“Class Members”) complains of Defendant
5 PROGRESSIVE CASUALTY INSURANCE COMPANY and DOES 1 to 50 (collectively,
6 “Defendant” or “Progressive”) and each of them, and alleges the following upon information and
7 belief:

8 **INTRODUCTION**

9 1. This is a class action brought pursuant to Code of Civil Procedure section 382 and
10 a representative action brought pursuant to Labor Code § 2699, *et seq.*, on behalf of the State of
11 California against Defendant for its (1) failure to reimburse its current and former employees for
12 their home office expenses in California during the pandemic for which they have not been fully
13 reimbursed; (2) unfair business practices based on the foregoing; and (3) PAGA penalties based
14 on the foregoing:

15 2. The Class and Aggrieved Employees are co-extensive groups and are defined as
16 follows: all individuals employed in hourly or non-exempt positions by Defendant in California
17 for the period of September 12, 2020 through July 27, 2021 (for non-exempt employees who
18 began working before August 18, 2019) and for the period of November 20, 2019 through July
19 27, 2021 (of non-exempt employees who began working on or after August 18, 2019)
20 (collectively the “Class Period” or “PAGA Period”)) (the gap period was resolved and released
21 in another class action settlement).

22 **THE PARTIES**

23 3. Plaintiff Richard J. Senser is a resident of California and at all times pertinent
24 hereto worked for Defendant in Santa Clara County.

25 4. Plaintiff, the Class, and all Aggrieved Employees are, and at all times pertinent
26 hereto, have been classified as non-exempt employees by Defendant, and have been hired to
27 work for Defendant in California.

28 5. Progressive is one of the largest providers of car insurance in the United States.

1 Defendant headquarters is in Mayfield Village, Ohio and does business throughout the United
2 States and within the State of California. Defendant employed Plaintiff and similarly situated
3 persons as employees within California. Defendant has done and does business throughout the
4 State of California including in Santa Clara County.

5 **JURISDICTION AND VENUE**

6 6. This Court has subject matter jurisdiction over any and all causes of action
7 asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of
8 Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in
9 controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted
10 arises under the laws of the State of California or is subject to adjudication in the courts of the
11 State of California.

12 7. This Court has personal jurisdiction over Defendant because Defendant has
13 caused injuries in the County of Santa Clara and State of California through their acts, and by
14 their violation of the California Labor Code and California state common law.

15 8. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
16 Civil Procedure § 395. Defendant operates within California and does business within Santa
17 Clara County, California. The unlawful acts alleged herein have a direct effect on Plaintiff and
18 all “employees” within the State of California and Santa Clara County.

19 **FACTUAL ALLEGATIONS**

20 9. From at least November 20, 2019 and continuing into the present, Plaintiff, the
21 Class, and the aggrieved employees, at the direction of Defendant and/or with Defendant’s
22 knowledge and acquiescence, have incurred cell phone expenses in order to perform necessary
23 work-related duties. Throughout his entire employment, Plaintiff, who was employed by
24 Defendant, was expected to, and did, work in the field and/or from home, like the other
25 aggrieved employees. Furthermore, Defendant mandated Plaintiff, the Class, and other aggrieved
26 employees to fully work from home beginning in March, 2020, due to the COVID-19 pandemic.

27 10. During the Class and PAGA Period, Plaintiff, the Class, and the aggrieved
28 employees were thus expected by Defendant to pay for, and have personally paid for, among

1 other things, cell phones and cell phone service. These expenses ranged, but typically amounted
2 from \$50 to \$100 per month per aggrieved employee. Defendant had no policy to affirmatively
3 reimburse all of its employees who were required to work in the field and/or from home for their
4 cell phone expenses incurred. In sum, Defendant's expense-related policies and/or practices
5 require and expect, and/or with Defendant's knowledge thereof permit, Plaintiff, the Class, and
6 the aggrieved employees to pay for cell phone expenses incurred in direct consequence of
7 discharging his and their necessary, reasonable and business-related job duties on behalf of
8 Defendant, without reimbursement in full by Defendant for such expenses, as required by
9 California law.

10 11. Specifically, Plaintiff, the Class, and the aggrieved employees were and are
11 required to use their personal cell phones to access Defendant's online Virtual Private Network
12 (VPN) system to work. Employees are required to login to Defendant's VPN system, using their
13 personal cell phones and cell phones plans as described below, and simply cannot perform any
14 work for Defendant without first doing so. The VPN system allows Defendant's employees to
15 access Defendant's online work platform, including Defendant's files, telephonic systems, and
16 timekeeping networks, while working in the field and/or at home. In short, without logging into
17 the VPN system, Defendant's employees, including Plaintiff, cannot access any programs used
18 to perform their job duties for Defendant.

19 12. As stated above, Plaintiff, the Class, and the aggrieved employees cannot and
20 could not access Defendant's VPN system without the use of their personal cell phones and a
21 personal cell phone plan (the authentication process required Plaintiff, the Class, and aggrieved
22 employees to have an active personal cell phone plan for their cell phones, with a major cell
23 phone carrier), which are used to authenticate the user logging on. Specifically, when Plaintiff,
24 the Class, and the aggrieved employees need to access Defendant's VPN system, they turn on a
25 MIFI device and connect it to their computers (if working in the field) or log onto the internet (if
26 working from home), then receive a phone call or text message on their personal cell phones to
27 authenticate their login before being granted access to Defendant's VPN system and all of its
28 files and programs. Plaintiff, the Class, and the aggrieved employees were and are required to

1 authenticate their entry to Defendant's VPN system multiple times per day, on some days up to
2 every 30 minutes when the internet connection is unreliable, using their personal cell phones and
3 personal cell phone service plans in each instance. In sum, Plaintiff, the Class, and the aggrieved
4 employees can and could not perform their job duties for Defendant without the use of their
5 personal cell phones and personal cell phone plans and Defendant provided and provides no
6 reimbursement to Plaintiff, the Class, and aggrieved employees for use of their personal cell
7 phones or personal cell phones plans, and did not provide Plaintiff, the Class, and the aggrieved
8 employees with a company cell phone or cell phone plan.

9 13. California Labor Code section 2802 requires an employer to "indemnify his or her
10 employee for all necessary expenditures or losses incurred by that employee in direct
11 consequence of the discharge of his or her duties." See Cal. Labor Code section 2802(a); *see*
12 *also* 2802(c) where necessary is defined to include all "reasonable" costs. "The elements of a
13 claim under Section 2802 are: (i) the employee made expenditures or incurred losses; (ii) the
14 expenditures or losses were incurred in direct consequence of the employee's discharge of his or
15 her duties, or obedience to the directions of the employer; and (iii) the expenditures or losses
16 were reasonable and necessary." *Marr v. Bank of America*, 2011 U.S. Dist. LEXIS 24868 (N.D.
17 March 8, 2011) (*citing Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 568 (2007)). "In
18 addition, the employer 'must either know or have reason to know that the employee has incurred
19 [the] expense.'" *Id.* (*citing Stuart v. RadioShack Corp.*, 641 F.Supp. 2d 901 (N.D.Cal. 2009)).
20 Where an employer has knowledge that employees are incurring a reimbursable expense, the
21 employer must "exercise due diligence to ensure each employee is reimbursed." *Marr*, at *1. The
22 right of an employee to expense reimbursements is not waivable. *See* Cal. Labor Code sections
23 2804 and 219(a). Any contract to waive them is null and void. *Edwards v. Arthur Anderson*, 44
24 Cal. 4th 937, 951 (2008)

25 14. Furthermore, under Labor Code section 2802, employers must reimburse
26 employees for all necessary and/or reasonable work-related expenses, regardless of whether or
27 not the employees incurred any additional out-of-pocket expense from that work-related use.
28 *See, Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (Cal. Aug. 12, 2014) ("We

1 hold that when employees must use their personal cell phones for work-related calls, Labor Code
2 section 2802 requires the employer to reimburse them. Whether the employees have cell phone
3 plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable
4 percentage of their cell phone bills.”).

5 15. Where, as here, employees in California are expected or mandated to use their
6 personal cell phones for work, courts have held that they incurred cell phone expenses in “direct
7 consequence of the discharge of his or her duties” and were entitled to reimbursement. *See*
8 *Aguilar v. Zep, Inc.*, 2014 US Dist LEXIS 120315, *54 (N.D.Cal. Aug. 27, 2014) (Hon. Edward
9 Chen) (where outside sales reps used home internet and computers for work, and even admitted
10 that they would have incurred the same expenses without work duties, the court nevertheless
11 held that the employer was obligated to reimburse some reasonable portion of these expenses);
12 see also *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at *21 (N.D.Cal. Dec. 9, 2014)
13 (Hon. Edward Chen) (certifying class of home office claims processors with 2802 phone
14 reimbursement claims for landline reimbursements where company required claims processors
15 working from home to have a landline, but rejecting certification of claims for home office
16 supplies as individualized).

17 16. Defendant is aware or should have been aware that Plaintiff, the Class, and the
18 aggrieved employees regularly incurred and incur cell phone expenses in the discharge of their
19 duties as employees by virtue of Defendant’s instructions to Plaintiff, the Class, and the
20 aggrieved employees. Defendant nevertheless has, throughout the Class and PAGA Period, failed
21 and refused to affirmatively reimburse Plaintiff, the Class and the aggrieved employees and class
22 members for such cell phone expenses incurred by them in connection with their work.

23 **CLASS ACTION ALLEGATIONS**

24 17. Plaintiff brings this action on behalf of himself and all others similarly situated as
25 a class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class
26 composed of and defined as all individuals employed in hourly or non-exempt positions by
27 Defendant in California for the period of September 12, 2020 through July 27, 2021 (for non-
28 exempt employees who began working before August 18, 2019) and for the period of November

20, 2019 through July 27, 2021 (of non-exempt employees who began working on or after August 18, 2019) (“Class Members”). All such Class Members were subject to Defendant’s policy and practice of not fully reimbursing home office expenses.

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

a. Numerosity: The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. Based on information and belief, Defendant employed more than 1,400 employees who Plaintiff contends were subject to Defendant’s unlawful reimbursement policy during the Class Period. The Class Members are dispersed throughout California. Joinder of all members of the proposed classes is therefore not practicable.

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

i. Whether Plaintiff and Class Members incurred unreimbursed business expenses in the discharge of their duties, including but not limited to home office expenses, in violation of Labor Code § 2802;

ii. Whether Defendant intended, suffered and/or permitted, and/or knew and/or should have known that Plaintiff and Class Members incurred unreimbursed home office expenses, in the discharge of their duties;

iii. Whether Plaintiff is entitled to restitution under Business and Professions Code § 17200;

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

v. The nature and extent of class-wide damages.

c. Typicality: Plaintiff’s claims are typical of the claims of the Class. Both

1 Plaintiff and Class Members sustained injuries and damages, and were deprived of property
2 rightly belonging to them, arising out of and caused by Defendant's common course of conduct
3 in violation of law as alleged herein, in similar ways and for the same types of expenses.

4 d. Adequacy of Representation: Plaintiff is a member of the Class and will
5 fairly and adequately represent and protect the interests of the Class and Class Members.
6 Plaintiff's interests do not conflict with those of Class and Class Members. Counsel who
7 represent Plaintiff are competent and experienced in litigating large wage and hour class actions,
8 and will devote sufficient time and resources to the case and otherwise adequately represent the
9 Class and Class Members.

10 e. Superiority of Class Action: A class action is superior to other available
11 means for the fair and efficient adjudication of this controversy. Individual joinder of all Class
12 Members is not practicable, and questions of law and fact common to the Class predominate over
13 any questions affecting only individual members of the Class. Each Class Member has been
14 damaged or may be damaged in the future by reason of Defendant's unlawful policies and/or
15 practices of not fully reimbursing home office expenses. Certification of this case as a class
16 action will allow those similarly situated persons to litigate their claims in the manner that is
17 most efficient and economical for the parties and the judicial system. Certifying this case as a
18 class action is superior because it allows for efficient and full disgorgement of the ill-gotten gains
19 Defendant has enjoyed by maintaining its unlawful home office expense reimbursement policies
20 and/or practices, and will thereby effectuate California's strong public policy of protecting
21 employees from deprivation or offsetting of compensation earned in their employment. If this
22 action is not certified as a Class Action, it will be impossible as a practical matter for many or
23 most Class Members to bring individual actions to recover monies unlawfully withheld from
24 their lawful compensation due from Defendant's, due to the relatively small amounts of such
25 individual recoveries relative to the costs and burdens of litigation.

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FIRST CAUSE OF ACTION
FAILURE TO REIMBURSE FOR BUSINESS EXPENSES
[Cal. Labor Code section 2802)
On Behalf of Plaintiff and the Class Against Defendant

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

20. The actionable period for this cause of action (at least for class claims not released in other actions) is from September 12, 2020 through July 27, 2021 (for non-exempt employees who began working before August 18, 2019) and for the period of November 20, 2019 through July 27, 2021 (of non-exempt employees who began working on or after August 18, 2019).

21. Labor Code § 2802(a) provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” Section 2802(c) defines “necessary” to include all “reasonable costs.”

22. In order to discharge their duties for Defendant during stay-at-home orders and/or when Defendant’s offices were closed, Plaintiff and similarly situated Class Members regularly incurred cell phone expenses in the discharge of their duties as employees by virtue of Defendant’s instructions to Plaintiff and the Class. Defendant nevertheless has, throughout the Class and PAGA Period, failed and refused to affirmatively reimburse Plaintiff, the Class, and the aggrieved employees for such cell phone expenses incurred by them in connection with their work

23. Although having knowledge of such usage, Defendant did not reimburse Plaintiff and similarly situated Class Members for a reasonable percentage of their work-related expenses, as required by California law as stated in *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal.App.4th 1137 (August 12, 2014) (“We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”). *See also, Aguilar v. Zep, Inc.*, 2014 US Dist LEXIS 120315, *54 (N.D.Cal. Aug. 27, 2014) (Hon. Edward Chen)

(where outside sales reps used home internet and computers for work, and even admitted that they would have incurred the same expenses without work duties, the court nevertheless held that the employer was obligated to reimburse some reasonable portion of these expenses); *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at *21 (N.D.Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of home office claims processors with 2802 phone reimbursement claims for landline reimbursements where company required claims processors working from home to have a landline, but rejecting certification of claims for home office supplies as individualized).

24. Defendant's failure to pay for or reimburse the work-related business expenses of Plaintiff and Class Members violated non-waivable rights secured to Plaintiff and Class Members by Labor Code §2802. See Labor Code §2804. Plaintiff and similarly situated Class Members are entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and costs, under Labor Code § 2802(c).

SECOND CAUSE OF ACTION
UNFAIR COMPETITION LAW VIOLATIONS
[Bus. & Prof. Code § 17200]
On Behalf of Plaintiff and the Class Against Defendants

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

26. Section 17200 of the California Business & Professions Code prohibits any unlawful, unfair, or fraudulent business practices. Business & Professions Code § 17204 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Such a person may bring such an action on behalf of himself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

27. Under section 17208 of the California Business and Professions Code, the statute of limitations for a claim under Section 17200 is four years. Accordingly, the actionable period for this cause of action is from four years ago through the present.

28. Section 90.5(a) of the Labor Code states that it is the public policy of California to enforce vigorously minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the

law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

29. Beginning November 20, 2019, and continuing to the present, Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices as defined by the UCL, by failing to reimburse and indemnify Plaintiff and similarly situated Class Members for employment-related cell phone business expenses, as well as home office expenses from March 2020 to the present, in violation of Labor Code § 2802.

30. As a direct and proximate result of Defendant's unlawful, unfair, and/or fraudulent acts and practices described herein, Defendant has received and continues to hold unlawfully obtained property and money belonging to Plaintiff and the Class in the form of unreimbursed employee cell phone and home office business expenses that reduced or offset compensation earned by Plaintiff and Class Members.

31. As a direct and proximate result of Defendant's unlawful business practices, Plaintiffs and the Class Members have suffered economic injuries including, but not limited to out-of-pocket business expenses. Defendant has profited from its unlawful, unfair, and/or fraudulent acts and practices in the amount of those business expenses and interest accrued thereon.

32. Plaintiff and similarly situated Class Members are entitled to monetary relief pursuant to Business & Professions Code §§ 17203 and 17208 for all unreimbursed business expenses, and interest thereon, from at least November 20, 2019 through to the date of such restitution, at rates specified by law. Defendant should be required to disgorge all the profits and gains it has reaped and restore such profits and gains to Plaintiff and Class Members from whom they were unlawfully taken.

33. Beginning November 20, 2019, Defendant committed, and continues to commit, acts of unfair competition, as defined in sections 17200 *et seq.* of the California Business and Professions Code by, among other things, failing to reimburse Plaintiff and the Class members for a reasonable portion of their monthly cell phone bills and home office expenses as required by California law, and therefore was substantially injurious to Plaintiff and the Class members.

34. Defendant engaged in unfair competition in violation of sections 17200 *et seq.* of the California Business & Professions Code by violating Section 2802 of the Labor Code.

35. Defendant's course of conduct, act, and practice in violation of the California laws mentioned above constitute independent violations of sections 17200 *et seq.* of the California Business and Professions Code.

36. The unlawful, unfair and fraudulent business practices and acts of Defendant, as described above, have injured Plaintiff and the Class in that they were denied reimbursement for a reasonable percentage of their monthly business-related cell phone and home office expenses, and therefore was substantially injurious to Plaintiff and the Class Members.

37. Plaintiff and similarly situated Class Members are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business & Professions Code § 17202.

38. Plaintiff has assumed the responsibility of enforcement of the laws and public policies specified herein by suing on behalf of himself and other similarly situated Class Members previously or presently employed by Defendant in California. Plaintiff's success in this action will enforce important rights affecting the public interest. Plaintiff will incur a financial burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiff is appropriate pursuant to Code of Civil Procedure § 1021.5

THIRD CAUSE OF ACTION
PENALTIES PURSUANT PAGA. LABOR CODE § 2699, *ET SEQ.*
FOR VIOLATIONS OF LABOR CODE § 2802
PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANT

39. Plaintiff, on behalf of himself and all Aggrieved Employees, realleges and incorporates by reference all previous paragraphs.

40. Based on the above allegations incorporated by reference, Defendant has violated Labor Code § 2802.

41. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

\$100 for the initial violation per employee per pay period; and

\$200 for each subsequent violation per employee per pay period.

42. These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce Development Agency (LWDA) and twenty-five percent (25%) to the affected employees.

43. Pursuant to Labor Code § 2699.3 (a), on November 20, 2020, Plaintiff gave written notice by certified mail to Defendant, and to the LWDA of his claims for violations of Labor Code § 2802, and theories supporting these claims as alleged herein. Accordingly, Plaintiff has fulfilled all administrative prerequisites to the filing and pursuit of his PAGA claims on behalf of himself and all other current and former Aggrieved Employees of Defendant.

44. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2699, et seq. because of Defendant's violation of Labor Code § 2802.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. An Order that this action may proceed and be maintained as a class action:

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

3. That the Court award to Plaintiff and Class Members all unreimbursed business expenses, and interest thereon, that they are owed, pursuant to Labor Code § 2802, and attorney's fees, pursuant to Labor Code § 2802(c), in an amount to be proved at trial.

4. That the Court find and declare that Defendant has violated the UCL and committed unfair and unlawful business practices by failing to reimburse Plaintiff and similarly situated Class Members for their reasonable cell phone and home office business expenses incurred by them in the course of their duties for the benefit of Defendant, their employers;

5. That the Defendant be ordered to pay restitution to Plaintiff and the Class Members due to Defendant's UCL violations under the First Cause of Action pursuant to

1 Business and Professions Code §§ 17200-17205, in the amount of their unreimbursed business
2 expenses and interest thereon;

3 6. For penalties and other relief allowable under Labor Code § 2699, *et seq.* for
4 Plaintiff and all Aggrieved Employees because of Defendant's violation of, without limitation,
5 Labor Code § 2802;

6 7. A civil penalty against Defendant in the amount of \$100 for the initial violation
7 and \$200 for each subsequent violation as specified in section 2699(f)(2) of the California Labor
8 Code for Plaintiff and all Aggrieved Employees for each and every pay period during that
9 occurred between November 20, 2019, and the date of judgment and/or approval of settlement;

10 8. An award of reasonable attorney's fees against Defendant as allowed by law,
11 including without limitation, in Labor Code § 2699(g)(1), for all the work performed by the
12 undersigned counsel in connection with the PAGA claims;

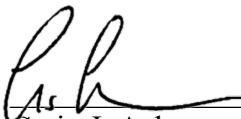
13 9. An award of all costs incurred by the undersigned counsel for Plaintiff in
14 connection with Plaintiff's and the Aggrieved Employees' claims against Defendant as allowed
15 by law , including without limitation, Labor Code § 2699(g)(1);

16 10. Such other and further relief as this Court may deem proper and just.

17
18 Respectfully submitted,

19 ACKERMANN & TILAJEF, P.C.
20 INDIA LIN BODIEN, ATTORNEY AT LAW

21 Dated: November 9, 2021

22 
23 Craig J. Ackermann, Esq.
24 India Lin Bodien, Esq. (to be admitted *pro hac vice*)
25 Attorneys for Plaintiff, the Class, the LWDA, and the
26 other Aggrieved Employees
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