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Superior Court of California
County of Los Angeles

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14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR LOS ANGELES**

17 ZECHARIAH BURGER, individually and
18 on behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 NORTHROP GRUMMAN SYSTEMS
22 CORPORATION, a Delaware corporation,
23 and DOES 1 through 10, inclusive,

24 Defendants.

Case No.

218TCV25762
CLASS ACTION

COMPLAINT FOR DAMAGES

1. Violations of Labor Code §2802;
2. Violations of California Business and Professions Code §17200; and
3. Violations of Labor Code §2698 et seq. (PAGA)

Jury Trial Demanded

25 Plaintiff Zechariah Burger, an individual and on behalf of all others similarly situated,
26 complains and alleges as follows:

27 **INTRODUCTION**

28 1. This class action challenges the failure of Defendant Northrop Grumman Systems Corporation ("Northrop") to provide reimbursement to Plaintiff and similarly situated employees of Northrop for reasonable, necessary, and required business-related expenses incurred during the COVID-19 related, remote-work environment between March 2020 and the present.

1 California, with offices, employees and agents working for Defendants throughout the State of
2 California to render the exercise of jurisdiction over them by the California courts consistent with
3 traditional notions of fair play and substantial justice.

4 7. Venue is proper in this Court because Defendants employed persons and contracted
5 with agents, including Plaintiff and other class members, in the County of Los Angeles and thus a
6 substantial portion of the transactions and occurrences related to this action occurred in this county.

7 8. California Labor Code Sections 2698 et seq., the Labor Code Private Attorneys
8 General Act (“PAGA”) authorizes aggrieved employees to sue directly for various civil penalties
9 under the California Labor Code.

10 9. On April 30, 2021, Plaintiff provided timely notice in the proper format to the
11 California Labor and Workforce Development Agency (“LWDA”) and to Defendants, pursuant to
12 California Labor Code §2699.3. Plaintiff’s PAGA claim was assigned LWDA Case No. LWDA-
13 CM-830878-21.

14 10. Plaintiff is informed and believes and herein alleges that, as of July 9, 2021, or
15 seventy (70) days after providing notice to the LWDA and to Defendants, the violations alleged
16 herein have not been cured or corrected. Defendants did not respond to Plaintiff’s complaint,
17 despite Plaintiff being employed by Northrop as its long-term Director of Human Resources at the
18 time Plaintiff made his internal and external complaints.

19 **PARTIES**

20 11. Plaintiff Zechariah Burger is a resident of Los Angeles County, State of California.

21 12. Defendant Northrop Grumman Systems Corporation is a Delaware Corporation,
22 licensed by the California Secretary of State to operate business in California under entity number
23 C1273086 and maintains offices throughout California including its principal place of business in
24 California, located at 1 Space Park Blvd., Redondo Beach, California 90278.

25 13. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
26 under the fictitious names DOES 1 through 10 but will seek leave of this Court to amend the
27 complaint and serve such fictitiously named Defendants once their names and capacities become
28 known.

1 21. There are common questions of law and fact as to class members that predominate
2 over questions affecting only individual members, including, but not limited to:

- 3 (a) Whether Defendants failed to properly reimburse Plaintiff and class members for
4 reasonably incurred business expenses;
- 5 (b) Whether Defendants failed to properly reimburse Plaintiff and class members for
6 reasonable and necessary business-related expenses incurred during the Covid-19
7 pandemic which required mandatory remote work for Defendants;
- 8 (c) Whether Defendants engaged in unfair or unlawful business practices in violation of
9 California Business & Professions Code §§17200, et seq.;
- 10 (d) Whether Defendants were unjustly enriched because of their unfair or unlawful
11 business practices or misrepresentations; and
- 12 (e) Whether Plaintiff and class members are entitled to injunctive or equitable relief.

13 22. There is a well-defined community of interest in the litigation and the class
14 members are readily ascertainable:

- 15 (a) Numerosity: The class members are so numerous that joinder of all members would
16 be unfeasible and impractical. The membership of the entire class is unknown to
17 Plaintiff at this time; however, the class is estimated to be greater than one thousand
18 (1,000) individuals who are impacted Northrop employees who were required to
19 work remotely during the Covid-19 pandemic and the identity of such membership
20 is readily ascertainable by inspection of Defendants' employment records;
- 21 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
22 interests of each class member with whom they have a well-defined community of
23 interest, and Plaintiff's claims (or defenses, if any) are typical of all class members
24 as demonstrated herein;
- 25 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
26 interests of each class member with whom they have a well-defined community of
27 interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges
28 that he has an obligation to make known to the Court any relationship, conflicts or

1 differences with any class member. Plaintiff's attorneys, the proposed class
2 counsel, are versed in the state and federal rules governing class action discovery,
3 certification, and settlement. Plaintiff has incurred, and throughout the duration of
4 this action, will continue to incur costs and attorneys' fees that have been, are, and
5 will be necessarily expended for the prosecution of this action for the substantial
6 benefit of each class member.

7 (d) Superiority: The nature of this action makes the use of class action adjudication
8 superior to other methods. A class action will achieve economies of time, effort and
9 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
10 because the same issues can be adjudicated in the same manner and at the same time
11 for the entire class.

12 (e) Public Policy Considerations: Northrop is an international company and employer
13 with business operations in California. Like all employers doing business in
14 California, Northrop is required to comply with California's employment laws and
15 wage orders. Current employees are often afraid to assert their rights out of fear of
16 direct or indirect retaliation. Former employees of Northrop are fearful of bringing
17 actions because they believe their former employer might damage their future
18 endeavors through negative references and/or other means. Class actions such as
19 this case provide the class members who are not named in the complaint with a type
20 of anonymity that allows for the vindication of their rights while simultaneously
21 protecting their privacy.

22 GENERAL ALLEGATIONS

23 A. Defendants' Background

24 23. Northrop Grumman Corporation is an American multinational aerospace and
25 defense technology company. Northrop's employees work in the areas of aerospace, electronics,
26 information systems and technical services to government and commercial customers. The firm
27 ranks no. 96 on the Fortune 500 list of America's largest corporations.

28 ///

1 **B. Background of Plaintiff and The Proposed Class**

2 24. During the relevant time period, Plaintiff Zechariah Burger was a Director of
3 Human Resources for Defendant Northrop with almost fifteen years of professional experience as a
4 Northrop Employee.

5 25. The allegations made by Plaintiff on behalf of himself and all other aggrieved
6 current and former employees of Northrop in the State of California for the period between March
7 2020 and the present are based on the following facts and theories that Plaintiff and other aggrieved
8 current and former employees incurred necessary expenditures while in the discharge of their job
9 duties while the employees were required to work remotely during the COVID-19 epidemic.

10 **C. Northrop Violated California Law Requiring Employers to Reimburse For**
11 **Reasonably Necessary Business Expenses**

12 26. On or about March 4, 2020, California Governor Gavin Newsome declared a state
13 of emergency in California in response to the spread of COVID-19, a global pandemic. The
14 following week, Governor Newsome issued an Executive Order barring gatherings or events with
15 50 or more participants and requiring social distancing to slow the spread of coronavirus.

16 27. On March 13, 2020, the federal government declared a national emergency over the
17 COVID-19 outbreak.

18 28. On March 19, 2020, California Governor Newsome issued Executive Order N-33-
19 20, requiring all Californians to stay home, exempting essential workers such as first responders.
20 Courthouses were closed and all non-essential businesses were essentially closed. The same week,
21 local government officials in California also issued “stay-at-home” orders requiring all non-
22 essential workers to remain at home. These federal, state and local orders impacted Defendants
23 who were required to close most of their offices, for non-essential workers in the areas of human
24 resources, business management, supply chain management, program management, engineering,
25 operations, etc. Approximately 50% of the 10,000 or so Northrop employees working at Space
26 Park in Los Angeles County were impacted.

27 29. With Northrop’s need to comply with the stay-at-home Orders, Northrop required
28 and directed that Plaintiff and similarly situated Northrop employees work remotely. Between

1 mid-March 2020 and through at least May 30, 2021, Plaintiff and similarly situated Northrop
2 employees were required to incur business-related expenses associated with their work, including
3 but not limited to use of personal cell phones for Northrop business; use of personal computers for
4 Northrop business; increased utility expenses (such as a home internet plan and the costs of
5 upgrading and securing their service plans) for use of electronics for Northrop business, and the
6 purchase of office furniture thereby requiring reimbursement to Plaintiff and other similarly
7 situated employees.

8 30. Northrop requested that its employees incur these costs and, therefore, knew or had
9 reason to know of these expenditures but did not exercise due diligence towards reimbursement.
10 Plaintiff, in his role as Human Resources Director, raised concerns and made internal complaints
11 concerning Northrop's duty to reimburse employees for expenses incurred during the Covid-19
12 pandemic.

13 31. Northrop ignored Plaintiff's complaints, except to point out that Northrop provided
14 laptops for certain employees to use while working remotely during Covid. Even though Northrop
15 provided laptops for certain employees to use while working from home, the Northrop-issued
16 laptops did not have cameras, requiring employees to use their personal equipment to conduct
17 business, like attending Zoom meetings for Northrop-related business.

18 32. Northrop's unlawful employment practices and policies have deprived the
19 Company's employees of reasonable reimbursement.

20 33. California Labor Code §2802 explicitly requires employers to reimburse their
21 employees for the necessary business expenses that they incur. By law, employees must be
22 reimbursed for expenses that are necessarily incurred in direct consequence of their job duties or in
23 complying with an employer's instructions. Plaintiff and the class invoke Labor Code §2802 to
24 recover expenses incurred that should have been paid by Northrop due to the COVID-19 regulated
25 remote workplace environment, thereby requiring reimbursement to Plaintiff and all similarly
26 situated agents in California.

27 34. At all times herein, PAGA was applicable to Plaintiff's employment by Defendants.

28 35. At all times herein, PAGA provides that any provision of law under the California

1 Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for
2 violation of the California Labor Code may, as an alternative, be recovered through a civil action
3 brought by an aggrieved employee on behalf of himself and other current and former employees
4 pursuant to procedures outlined in California Labor Code §2699.3.

5 36. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
6 employee,” who is any person that was employed by the alleged violator and against whom one or
7 more of the alleged violations was committed.

8 37. Plaintiff was employed by Defendants and the alleged violations were committed
9 against him during his time of employment. Plaintiff is, therefore, an aggrieved employee as
10 defined by California Labor Code §2699(c), in that he was a current or former employee of
11 Defendants and one or more of the alleged violations were committed against him.

12 38. As alleged, Plaintiff provided written notice, on April 30, 2021, by electronic
13 submission to the LWDA, and to Defendants of the specific provisions of the California Labor
14 Code alleged to have been violated, including the facts and theories to support the alleged
15 violations, pursuant to California Labor Code §2699.3.

16 39. As of the filing of this Complaint, over 65 days have passed since Plaintiff
17 submitted notice to the LWDA, as described above, and the LWDA has not stated that it intends to
18 investigate Plaintiff’s claims. Thus, Plaintiff has satisfied the administrative prerequisites under
19 California Labor Code §2699.3(a) to recover civil penalties and unpaid reasonable and necessary
20 expenses against Defendants, in addition to other remedies, for violations of California Labor Code
21 §2802.

22 40. Plaintiff is informed and believe, and thereon allege, that at all times herein
23 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
24 advisors who were knowledgeable or should have been knowledgeable about California labor and
25 wage law, employment and personnel practices, and about the requirements of California law.

26 41. Plaintiff is informed and believe, and thereon allege, that Defendants knew or
27 should have known that Plaintiff and class members were not being reimbursed for reasonable
28 business expenses incurred. In violation of the California Labor Code, Plaintiff and class members

1 did not receive reimbursement for business expenses incurred.

2 **FIRST CAUSE OF ACTION**

3 **Failure to Reimburse for Reasonable Business Expenses**

4 **(Against all Named Defendants and Does 1-10)**

5 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 43. Pursuant to California Labor Code §2802, Defendants are required to reimburse
8 Plaintiff and the Class for expenses incurred by them in the performance of their job duties.

9 44. Defendants did not reimburse Plaintiff or class members for business expenses
10 incurred necessary expenditures while in the discharge of their job duties while the employees were
11 required to work remotely during the COVID-19 epidemic. Plaintiff and class members therefore
12 incurred costs and were not reimbursed for these costs by Defendants.

13 45. As a proximate result of the aforementioned violations, Plaintiff and class members
14 have been damaged in an amount according to proof at the time of trial.

15 46. Defendants' pattern, practice and consistent administration of corporate policy
16 regarding the failure to reimburse business expenses are unlawful. Under Labor Code §2802,
17 Plaintiff and Class Members are entitled to recover from Defendants the amount of the expenses
18 they incurred in the course of their job duties, plus interest, reasonable attorneys' fees and costs of
19 suit.

20 **SECOND CAUSE OF ACTION**

21 **Violations of California Business & Professions Code §§ 17200, et seq.**

22 **(Against All Named Defendants and Does 1-10)**

23 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
24 every allegation set forth above.

25 48. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
26 unlawful and harmful to Plaintiff, Class Members, and to the general public. Plaintiff seeks to
27 enforce important rights affecting the public interest within the meaning of Code of Civil
28 Procedure §1021.5.

1 49. Defendants' activities, as alleged herein, are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business & Professions
3 Code §17200, et seq.

4 50. A violation of California Business & Professions Code §§17200, et seq. may be
5 predicated on the violation of any state or federal law. In the instant case, Defendants' policies and
6 practices have violated state law in at least the following respects:

7 (a) Labor Code Section 2802; and

8 (b) Failing to reimburse Plaintiff and class members for business expenses
9 incurred in violation of California Labor Code §2802, PAGA, and the
10 applicable IWC Orders;

11 51. Pursuant to California Business & Professions Code §17200 *et seq.*, Plaintiff and
12 class members are entitled to restitution of the monies withheld and retained by Defendants during
13 a period that commences four (4) years prior to the filing of this complaint, a permanent injunction
14 requiring Defendants to reimburse all reasonable and necessary expenses due to Plaintiff and class
15 members, an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5,
16 PAGA, and other applicable laws, and an award of costs.

17 **THIRD CAUSE OF ACTION**

18 **Violations of California Labor Code §§2693, et seq.**

19 **(Against All Named Defendants and Does 1-10)**

20 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 53. California Labor Code §2698 *et seq.* ("PAGA") permits Plaintiff to recover civil
23 penalties for the violations of the Labor Code sections enumerated in Labor Code §§2699.5 and
24 2802.

25 54. Defendants' conduct, as alleged herein, violates numerous sections of the California
26 Labor Code including, but not limited to, the following:

27 a. Violation of Labor Code §2802 for failure to indemnify Plaintiff and other
28 aggrieved employees for necessary expenditures incurred in discharge of

1 their duties.

2 55. California Labor Code §1198 makes it illegal to employ an employee under
3 conditions of labor that are prohibited by the applicable Wage Order. California Labor Code
4 §1198 requires that "...the standard conditions of labor fixed by the commission shall be the ...
5 standard conditions of labor fixed by the commission shall be the ... standard conditions of labor
6 for employees. The employment of any employee . . . under conditions of labor prohibited by the
7 order is unlawful." In violating §2802, §210, and §558(a), Defendants have also violated the
8 applicable wage orders and thus Labor Code §1198.

9 56. California Labor Code §210 provides: "In addition to, and entirely independent and
10 apart from, any other penalty provide in this article, every person who fails to pay the wages of
11 each employee as provided in Section 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be
12 subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
13 each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional
14 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the
15 amount unlawfully withheld."

16 57. Labor Code §558(a) provides "[a]ny employer or other person acting on behalf of
17 an employer who violates, or causes to be violated, a section of this chapter or any provision
18 regulating the hours and days of work in any Industrial Welfare Commission shall be subject to a
19 civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to an amount
21 sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars
22 (\$100) for each underpaid employee for each pay period for which the employee was underpaid in
23 addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this
24 section shall be paid to the affected employee." Labor Code §558(c) provides "[t]he civil penalties
25 provided for in this section are in addition to any other civil or criminal penalty provided by law."

26 58. Defendants, at all times relevant to this complaint, were employers who violated
27 Plaintiff's and other aggrieved employees' rights by violating various sections of the California
28 Labor Code as set forth above.

1 of Civil Procedure §1021.5, and the California Labor Code, including PAGA; and

2 10. For such other and further relief as the Court may deem equitable and appropriate.

3 **As to the Second Cause of Action**

4 11. That the Court declare, adjudge and decree that Defendants violated California
5 Business and Professions Code §17200, et seq. by failing to reimburse business expenses during
6 employment and upon termination;

7 12. For the appointment of a receiver to receive, manage and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants
9 as a result of violations of California Business & Professions Code §17200 et seq.;

10 13. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 California Code of Civil Procedure Section 1021.5 and PAGA;

12 14. For declaratory and injunctive relief; and

13 15. For such other and further relief as the Court may deem equitable and appropriate.

14 **As to the Third Cause of Action**

15 16. That the Court declare, adjudge and decree that Defendants violated the following
16 California Labor Code sections as to Plaintiff and class members: 2802 (by failing to reimburse for
17 reasonable business expenses incurred); 226(a) (by failing to provide accurate wage statements);
18 226 and 1174 (by failing to maintain accurate records); 201, 202, and 203 (by failing to pay all
19 amounts owed upon termination).

20 17. For civil penalties for conduct occurring any time between one (1) year prior to the
21 filing of the PAGA complaint and Judgment for conduct occurring any time between three (3)
22 years prior to the filing of this complaint and Judgment, pursuant to California Labor Code
23 §§2699(a) and/or 2699(f) and (g) and 558, plus costs and attorneys' fees, for violations of
24 California Labor Code §§201, 202, 203, 204, 210, 226(a), and 2802; and

25 18. For such other and further relief as the Court may deem equitable and appropriate.

26 Dated: July 12, 2021

BARRERA & ASSOCIATES

27 By: /s/ Patricio Barrera

Patricio T.D. Barrera

28 Attorneys for Plaintiff Zechariah Burger

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REQUEST FOR JURY TRIAL

Plaintiff Zechariah Burger request a trial by jury.

Dated: July 12, 2021

BARRERA & ASSOCIATES

By: /s/ Patricio Barrera

Patricio T.D. Barrera

Attorneys for Plaintiff Zechariah Burger