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Attorneys for Plaintiff JOHANNA SANCHEZ as a representative on behalf of the State of California and other aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOHANNA SANCHEZ, as a representative on
 behalf of the State of California and other
 aggrieved employees,

Plaintiff,

v.

TGF MANAGEMENT GROUP HOLDCO INC.,
 and DOES 1 through 50, inclusive,

Defendant.

Case No.: **21LBCV00514**

**PRIVATE ATTORNEYS GENERAL
 ACT COMPLAINT**

1. Violation of PAGA for Failure to Pay All Wages Including Minimum, Regular, and Overtime Wages (Lab. Code, §§ 204, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198);
2. Violation of PAGA for Failure to Provide Meal Periods (Lab. Code, §§ 226.7, 512);
3. Violation of PAGA for Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code, §§ 201-203);
4. Violation of PAGA for Failure to Maintain Accurate Payroll Records (Lab. Code, §§ 226, subd. (A), (E), 226.3, 1174, 1174.5); and
5. Violation of PAGA for Failure to Reimburse Business Expenses (Lab. Code, § 2802).

1 Plaintiff JOHANNA SANCHEZ ("Plaintiff"), individually and on behalf of other
2 aggrieved employees, hereby complains and alleges as follows:

3 **PRELIMINARY STATEMENT**

4 1. Plaintiff brings this representative action pursuant to the Private Attorneys General
5 Act of 2004 ("PAGA") against Defendant TGF MANAGEMENT GROUP HOLDCO INC., and
6 DOES 1 through 50 (collectively "Defendants"), on behalf of herself individually and all other
7 current and former non-exempt aggrieved employees employed by Defendant throughout
8 California during the PAGA period. The PAGA period is defined as one (1) year prior to
9 Plaintiff's notice of labor code violations (mailed July 6, 2021) to the Labor and Workforce
10 Development Agency ("LWDA") and certified mailing of said notice to Defendant until
11 resolution.

12 2. Defendant TGF MANAGEMENT GROUP HOLDCO INC is a large logistics,
13 trucking and management company based in Delaware, operating throughout the State of
14 California. Defendant employed and/or continues to employ Plaintiff and other aggrieved
15 employees throughout California.

16 3. Defendant has engaged in a systematic pattern of wage and hour violations under
17 the Labor Code, including, but not limited to, failure to pay all wages (including minimum,
18 regular, and overtime compensation); failure to provide meal periods or compensation in lieu
19 thereof; failure to provide accurate itemized wage statements; failure to pay all wages due upon
20 separation of employment; and failure to reimburse business expenses. These violations concern
21 current and past non-exempt employees of Defendant.

22 4. At all relevant times herein, Defendants have consistently maintained and enforced
23 against Plaintiff and aggrieved employees the unlawful practices and policies set forth herein.

24 **JURISDICTION AND VENUE**

25 5. Venue is proper in Los Angeles County, because Defendant maintains facilities at
26 2401 Pacific Coast Highway in Wilmington, CA, and Carson, CA, and employed Plaintiff at its
27 Wilmington location.

28 6. The California Superior Court has jurisdiction over this matter. The individual

1 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for federal
2 court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount
3 required for diversity removal. Further, there is no federal question at issue as the issues herein
4 are based solely on California statutes and law, including, but not limited to, the California Labor
5 Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and
6 California Rules of Court.

7 **THE PARTIES**

8 **Plaintiff**

9 7. Plaintiff is a resident of the County of Los Angeles at all times relevant in this
10 Complaint. In or around October, 2009, Defendants hired Plaintiff as a non-exempt employee and
11 terminated her on or about October 2, 2020. Throughout the PAGA period, Plaintiff's duties
12 included, *inter alia*, dispatch and logistics operations including assigning containers and loads to
13 various truck drivers.

14 **Defendant**

15 8. Plaintiff is informed and believes, and based thereon alleges, that TGF
16 MANAGEMENT GROUP HOLDCO INC. (hereinafter "TGF") is a corporation headquartered
17 in Delaware, with operations in California, and is and/or was the employer of the Plaintiff and
18 Plaintiff Class during the PAGA liability Period. During the liability period, Defendant employed
19 Plaintiff and similarly situated persons, and failed to pay Plaintiff and Plaintiff Class for all hours
20 worked as a result of working off the clock, overtime premium for overtime hours worked, and
21 failed to pay due and owing wages upon ending of employment for employees within the state of
22 California. On information and belief, and based thereon alleges that Defendant is conducting
23 business in good standing in California.

24 9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
25 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
26 inclusive, but on information and belief allege that said Defendants are legally responsible for the
27 occurrences alleged herein, and that the damages of Plaintiff and the aggrieved employees were
28 proximately caused by such Defendants. Plaintiff will amend this complaint to allege the true

names and capacities of the DOE Defendants when ascertained.

10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant herein was, at all times relevant to this action, the agent, employee, representing partner, and/or joint venture of the remaining Defendants and was acting within the course and scope of the relationship. Plaintiff is further informed and believes, based thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to the remaining Defendants.

11. Plaintiff is further informed and believes, and based thereon alleges, that Defendants herein acted as a joint employer at all relevant times. Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

ADMINISTRATIVE PREREQUISITES

12. By this complaint, Plaintiff brings this case as a representative action seeking penalties for herself, the aggrieved employees, and the State of California in a representative capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved employee who was employed by Defendant and subject to at least one of the Labor Code violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802.

13. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice from the LWDA.

14. Prior to filing this complaint, on July 6, 2021, Plaintiff gave written notice of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. The written notice was given via

1 certified mail to Defendants, and the LWDA by electronically filing the notice via the Department
2 of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-
3 837004-21. A true and correct copy of Plaintiff's notice to the LWDA and Defendant(s), is
4 attached hereto as Exhibit A.

5 15. The LWDA has not provided Plaintiff with any notice that it intends to investigate
6 the violations as alleged in Plaintiff's notice, and more than sixty-five (65) calendar days have
7 elapsed since the postmark date on the notice.

8 **GENERAL ALLEGATIONS**

9 16. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
10 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
11 departments, divisions, commissions, boards, agencies or employees for violation of the code
12 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
13 behalf of himself or herself and other current or former employees pursuant to the procedures
14 specified in Labor Code section 2699.3.

15 17. For all provisions of the Labor Code except those for which a civil penalty is
16 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
17 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
18 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period
19 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

20 18. Defendant's conduct during the PAGA period with respect to Plaintiff and the
21 aggrieved employees violates numerous Labor Code sections as detailed herein.

22 19. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and
23 hour violations under the California Labor Code and IWC Wage Orders.

24 20. At all relevant times herein, Defendant employed Plaintiff and other aggrieved
25 employees as non-exempt employees.

26 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
27 or should have known that Plaintiff and aggrieved employees were entitled to receive wages for
28 all hours worked, including the applicable minimum, regular, and overtime wages, and that they

1 were not receiving all wages earned for work that was required to be performed. In violation of
2 the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and aggrieved
3 employees for all hours worked, specifically for time spent driving to their first location in the
4 morning and time spent driving from their last location of the day to its benefit. Accordingly,
5 Defendant failed to pay Plaintiff and aggrieved employees all earned minimum, regular, and/or
6 overtime compensation.

7 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
8 or should have known that Plaintiff and aggrieved employees were entitled to receive all required
9 meal periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
10 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
11 violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy
12 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff
13 and aggrieved employees for late meal periods. As a result of Defendant's unlawful policy and
14 practice, Plaintiff and aggrieved employees did not receive all meal periods or payment of one
15 (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay when they
16 did not receive a timely, uninterrupted thirty (30) minute off-duty meal period.

17 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
18 or should have known that Plaintiff and certain aggrieved employees were entitled to timely
19 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
20 and certain aggrieved employees did not receive payment of all wages due, within permissible
21 time periods, upon separation of employment.

22 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that Plaintiff and aggrieved employees were entitled to receive itemized
24 wage statements that accurately showed their actual hours worked, total hours worked, number
25 of hours worked at each hourly rate, gross and net wages earned, and correct employer
26 information in accordance with California law. In violation of the Labor Code, Plaintiff and
27 aggrieved employees were not provided with accurate itemized wage statements that accurately
28 reported their gross and net wages earned, total hours worked, each applicable rate of pay in effect

1 during the pay period with the corresponding number of hours worked, and the address of the
2 legal entity that is the employer, among other things.

3 25. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
4 should have known that Defendant was required to maintain accurate records of the hours worked
5 by Plaintiff and aggrieved employees. In violation of the Labor Code, Defendant failed to
6 maintain accurate records of hours worked by Plaintiff and aggrieved employees due to its unfair
7 rounding practices, among other things.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
9 or should have known that Plaintiff and aggrieved employees were entitled to receive business
10 reimbursements for necessary expenditures incurred in connection with the performance and
11 execution of their job duties. Defendant required Plaintiff and aggrieved employees to utilize their
12 personal cell phones and personal, home internet providers for company business. In violation of
13 the Labor Code, Defendant failed to reimburse Plaintiff and aggrieved employees for these
14 business-related expenditures.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
17 **PAY ALL WAGES INCLUDING MINIMUM, REGULAR, AND OVERTIME WAGES**

18 **(Lab. Code, §§ 204, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198)**

19 **(Against all Defendants)**

20 27. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1
21 through 26.

22 28. Labor Code section 204 provides that all wages earned during employment are due
23 and payable twice during each calendar month on dates designated in advance by the employer.

24 29. Labor Code 1182.12 provides the applicable minimum wage rate in California.

25 30. Labor Code section 510, subdivision (a), provides that any work in excess of eight
26 (8) hours in any workday and any work in excess of forty (40) hours in a workweek, shall be
27 compensated at a rate of no less than one and one-half times the regular rate of pay for an
28 employee. Any work in excess of twelve (12) hours in a workday shall be compensated at the rate

1 of twice the regular rate of pay for an employee.

2 31. Labor Code sections 1194 and 1194.2 provide the remedies available for an action
3 to recover minimum and overtime wages, 1197 mandates that payment of less than the applicable
4 minimum wage is unlawful, and 1198 provides that an employer's failure to follow the standard
5 conditions of labor fixed by the commissions is unlawful.

6 32. Labor Code section 1197.1 also provides "[a]ny employer or other person acting
7 either individually or as an officer, agent, or employee of another person, who pays or causes to
8 be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
9 or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any
10 initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid
11 employee for each pay period for which the employee is underpaid . . . (2) For each subsequent
12 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid
13 employee for each pay period for which the employee is underpaid regardless of whether the
14 initial violation is intentionally committed.

15 33. At all relevant times, Defendants were employers of Plaintiff and the aggrieved
16 employees, and subject to the Labor Code, IWC Wage Orders, and other applicable statutes, rules,
17 and regulations.

18 34. At all relevant times herein, Plaintiff and aggrieved employees were and are paid
19 as non-exempt employees.

20 35. At all relevant times, Plaintiff and the aggrieved employees worked in excess of
21 eight (8) hours per day and forty (40) hours per week.

22 36. Defendants failed to pay Plaintiff and aggrieved employees for all hours worked,
23 including the applicable minimum, regular, and overtime compensation, and failed to record
24 actual hours worked by unfairly rounding Plaintiff's and aggrieved employees' time worked.

25 37. By virtue of Defendants' unlawful actions, Plaintiff and the aggrieved employees
26 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
27 will be ascertained according to proof at trial.

28 38. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved

employees and the State of California for violations of Labor Code sections 204, 510, 1194, 1197, 1198 and pursuant to Labor Code section 1197.1 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

39. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699(g) and Code of Civil Procedure section 1021.5.

SECOND CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code, §§ 226.7 and 512)

(Against all Defendants)

40. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 39.

41. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

42. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

43. At all times relevant hereto, Plaintiff and aggrieved employees have regularly worked shifts of more than five (5) hours in a workday. Defendant failed to provide legal compliant meal periods to Plaintiff and aggrieved employees, by failing to provide meal periods before the fifth (5th) hour of work due to its meal period scheduling policy and practice. Despite failing to provide timely meal periods, Defendant failed to pay one additional hour of pay at Plaintiff and aggrieved employees' regular rate of pay for each workday that a meal period violation occurred.

1 44. By and through their actions, Defendant has intentionally and improperly denied
2 compliant meal periods or compensation in lieu thereof to Plaintiff and the aggrieved employees
3 in violation of Labor Code sections 226.7 and 512 and/or other statutes.

4 45. Defendant's Labor Code violations have caused Plaintiff and the aggrieved
5 employees to suffer, and continue to suffer, damages in amounts which are presently unknown,
6 but will be ascertained according to proof at trial.

7 46. Plaintiff, individually and on behalf of the aggrieved employees and the state of
8 California request recovery of civil penalties for violations of Labor Code sections 226.7 and 512
9 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

10 47. Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
11 subdivision (g) and Code of Civil Procedure section 1021.5.

12 **THIRD CAUSE OF ACTION**

13 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
14 **TIMELY PAY WAGES DUE UPON SEPARATION OF EMPLOYMENT**

15 **(Lab. Code, §§ 201, 202, 203)**

16 **(Against all Defendants)**

17 48. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1
18 through 47.

19 49. Labor Code section 201 provides that an employer is required to pay an employee
20 whose employment is terminated by the employer all wages earned and unpaid immediately upon
21 termination.

22 50. Labor Code section 202 requires an employer pay to an employee who quits his or
23 her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

24 51. Labor Code section 203 provides that an employer who fails to pay all wages
25 earned and due an employee who is discharged or who quits within the timeframe set forth in
26 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at
27 the same rate of pay until paid, but not more than 30 days. In other words, the employer owes the
28 employee his or her daily rate of pay at their regular rate of pay for each day the full amount of

unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

52. In violation of the Labor Code and IWC Wage Orders, Defendant failed to timely pay all wages due to Plaintiff and the aggrieved employees upon separation of employment. Specifically, Defendant failed to pay Plaintiff and the aggrieved employees all minimum, regular, and overtime wages owed immediately upon termination or within 72 hours of resignation as a result of their unfair rounding practices, among other things.

53. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

54. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees and the State of California for violations of Labor Code sections 201, 202, and 203 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

55. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

FOURTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS

(Lab. Code, §§ 226, subd. (a), (e), 226.3, 1174, 1174.5)

(Against all Defendants)

56. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 55.

57. Labor Code section 226, subdivision (a), requires employers to furnish each employee with a statement that accurately reflects, *inter alia*, gross wages earned, total hours worked, net wages earned, address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Labor Code section 226, subdivision (e), provides that if an employer knowingly and intentionally fails to provide a statement itemizing the foregoing information, and the

1 employee suffers an injury as a result of the employer's failure to comply with subdivision (a),
2 then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00)
3 for each subsequent violation, up to four thousand dollars (\$4,000.00).

4 58. Labor Code 226.3 provides that any employer who violates subdivision (a) of
5 Labor Code section 226 shall be subject to a civil penalty in the amount of two hundred fifty
6 dollars (\$250) per employee per initial violation and one thousand dollars (\$1,000) per employee
7 for each subsequent violation, for which the employer fails to provide the employee a wage
8 deduction statement or fails to keep the records required in subdivision (a) of Labor Code section
9 226. The civil penalties provided for in this section are in addition to any other penalty provided
10 by law.

11 59. An employee is deemed to suffer injury if the employer fails to provide an accurate
12 wage statement containing all of the required information set forth in Labor Code section 226,
13 subdivision (a). (Lab. Code, § 226, subd. (e)(2).)

14 60. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
15 location in California or at the plant or establishment at which the employees are employed,
16 payroll records showing the hours worked daily and the wages paid to each employee.

17 61. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's
18 failure to maintain accurate and complete records. This civil penalty is in addition to the civil
19 penalty of \$100 per initial violation and \$200 per subsequent violation per pay period, per
20 aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation
21 of section 1174, subdivision (d).

22 62. The IWC Wage Orders require that every employer shall keep accurate
23 information with respect to each employee, including, but not limited to, time records showing
24 the total daily hours worked by each employee, the total hours worked in each payroll period, and
25 applicable rates of pay.

26 63. Plaintiff is informed and believes that Defendant willfully and intentionally failed
27 to make and/or keep records which accurately reflect the hours worked by Plaintiff and aggrieved
28 employees. Specifically, Plaintiff believes that Defendants' records fail to include, *inter alia*: (1)

1 actual hours worked; (2) total hours worked; and (3) number of hours worked at each hourly rate.

2 64. In addition, the omission of time worked make it difficult for employees to
3 determine whether they were paid all wages due without complicated calculations and/or
4 reconstruction of records required to be maintained by the employer.

5 65. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 willfully failed to maintain accurate payroll records for Plaintiff and the aggrieved employees by
7 failing to accurately reflect the hours worked by and wages paid to Plaintiff and the aggrieved
8 employees. Specifically, Defendant's records do not accurately reflect Plaintiff's and the
9 aggrieved employees' hours worked due to its failure to include time spent driving to Plaintiff
10 and the aggrieved employees first location of their day and driving from their last location of the
11 day, among other things.

12 66. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees
13 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
14 will be ascertained according to proof at trial.

15 67. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
16 employees and the State of California for violations of Labor Code sections 226, 1174, and
17 pursuant to Labor Code sections 226.3 and 1174.5 during the PAGA period, in a sum as provided
18 by the Labor Code and/or other statutes.

19 68. Plaintiff, individually and on behalf of the aggrieved employees and the State of
20 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
21 (g) and Code of Civil Procedure section 1021.5.

22 **FIFTH CAUSE OF ACTION**

23 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**

24 **REIMBURSE BUSINESS EXPENSES**

25 **(Labor Code § 2802)**

26 **(Against all Defendants)**

27 69. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1
28 through 68.

1 70. Labor Code section 2802 provides that an employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence
3 of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

4 71. Defendant failed to indemnify Plaintiff and aggrieved employees for all necessary
5 expenditures or losses incurred by Plaintiff and aggrieved employees in direct consequence of the
6 discharge of their duties. Specifically, Defendant failed to indemnify Plaintiff and aggrieved
7 employees for expenditures they incurred on their behalf, including, but not limited to,
8 maintaining a home office, and using personal cell phones and internet service providers for
9 company business. In violation of the Labor Code, Defendant failed to reimburse Plaintiff and
10 aggrieved employees for these business-related expenditures.

11 72. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees
12 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
13 will be ascertained according to proof at trial.

14 73. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
15 employees and the State of California for violations of Labor Code section 2802 during the PAGA
16 period, in a sum as provided by the Labor Code and/or other statutes.

17 74. Plaintiff, individually and on behalf of the aggrieved employees and the State of
18 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
19 (g) and Code of Civil Procedure section 1021.5.

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PRAYER FOR RELIEF

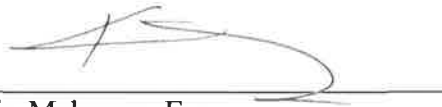
WHEREFORE, Plaintiff prays for judgment as follows:

1. For civil penalties pursuant to the PAGA in an amount according to proof;
2. For reasonable attorney's fees and costs, pursuant to the PAGA and California Code of Civil Procedure section 1021.5; and
3. For such other and further relief as this Court may deem just and proper.

Dated: October 1, 2021

MAHONEY LAW GROUP, APC

By:


Kevin Mahoney, Esq.
George B. Singer, Esq.
Attorneys for Plaintiff Johanna Sanchez and
similarly aggrieved employees