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ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
7/22/2022 2:43 PM
By: Alex Fleckenstein, Deputy Clerk

8 *Attorneys for Plaintiff, the Class, the State of California, the Labor Workforce Development*
9 *Agency ("LWDA"), all other Aggrieved Employees, and all others similarly situated*

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SONOMA**

13 KARI J. HOUKE, an individual, on behalf of
14 the State of California, the Labor Workforce
15 Development Agency, as a private attorney
16 general, and on behalf of all Aggrieved
17 Employees and all others similarly situated,

18 **PLAINTIFF,**

19 **v.**

20 BIO-RAD LABORATORIES, INC., a
21 Delaware Corporation; DOES 1 to 10,
22 inclusive,

23 **DEFENDANT.**

CASE NO. SCV-271350

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

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

1 Plaintiff KARI J. HOUKE (“Plaintiff”), on behalf of the people of the State of California, the
2 Labor Workforce Development Agency (LWDA), and as an “Aggrieved Employee” acting as a
3 private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.*
4 (“PAGA”), and on behalf of all others similarly situated (“Class Members”) complains of Defendant
5 BIO-RAD LABORATORIES, INC. and DOES 1 to 10 (“Defendant” or “Bio-Rad”) and alleges the
6 following upon information and belief:

7 **INTRODUCTION**

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

14 2. The Class is defined as follows: Plaintiff and all other California residents who are or
15 were employed by Defendant and who worked from home during at least one pay period in the period
16 from March 15, 2020 to February 28, 2022 (the “Class Period”). The Class does not include any C-
17 suite employees, executive management (i.e., Chairman, Executive Vice President, and President),
18 or Employment Counsel of Defendant.

19 3. The Aggrieved Employees are defined as follows: Plaintiff and all other California
20 residents who are or were employed by Defendant and who worked from home during at least one
21 pay period in the period from March 15, 2020 to February 28, 2022 (the “PAGA Period”). The
22 Aggrieved Employees do not include any C-suite employees, executive management (i.e., Chairman,
23 Executive Vice President, and President), or Employment Counsel of Defendant.

24 **THE PARTIES**

25 4. Plaintiff Kari J. Houke is a resident of California and at all times pertinent hereto
26 worked for Defendant.

27 5. Plaintiff, the Class, and all Aggrieved Employees are, and at all times pertinent hereto,
28 have been hired to work for Defendant in California.

6. Bio-Rad is a global developer, manufacturer, and marketer of innovative products for the life science research and clinical diagnostic markets. Defendant are headquartered in California, and, with its related entities, has a network of locations and operations in 36 countries, including the United States and within the State of California. Defendant employed Plaintiff and similarly situated persons as employees in California. Defendant has done and does business throughout the State of California, including in Sonoma County.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendant sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendant designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff may seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendant designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that Defendant engaged, suffered, and permitted Plaintiff, the Class, and all other Aggrieved Employees to perform services from which it benefitted. Bio-Rad is liable for reimbursement expenses and civil penalties for violation of the California Labor Code as to the Plaintiff, the Class, and other Aggrieved Employees as set forth herein.

JURISDICTION AND VENUE

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

10. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Sonoma and State of California through its acts, and by its violation of the California Labor Code and California state common law.

11. Venue as to Defendant is proper in this judicial district, pursuant to Code of Civil

1 Procedure § 395. Defendant does business in California and in Sonoma County, California. The
2 unlawful acts alleged herein have a direct effect on Plaintiff and all “employees” in the State of
3 California and Sonoma County.

4 **FACTUAL ALLEGATIONS**

5 12. From at least March 15, 2020 through the period when various shelter in place orders
6 were in effect, Plaintiff, the Class, and the Aggrieved Employees, at the direction of Defendant and/or
7 with Defendant’s knowledge and acquiescence, have incurred home office expenses including,
8 among other things, home internet expenses, equipment expenses, electricity for business usage, and
9 home office infrastructure expenses in order to perform necessary work-related duties.

10 13. Plaintiff, the Class, and the Aggrieved Employees, who were employed by Defendant
11 in California, were not able to work on premises at Defendant’s office location(s) in California, but
12 instead were required to, and did, work from home. To be clear, Bio-Rad sent home their California-
13 resident employees during the Class Period without affirmatively reimbursing them on a monthly
14 basis for a reasonable portion of their monthly home internet and/or home office expenses and/or for
15 a reasonable portion of monthly work-related electricity expenses.

16 14. During the COVID 19 stay at home orders in place during the Class Period, Plaintiff,
17 the Class, and the Aggrieved Employees were expected by Defendant to pay for, and have personally
18 paid for, among other things, home internet service, equipment expenses, electricity, and an allocated
19 portion of their home office space, in the discharge of their job duties (the “home office expenses”).
20 These home office expenses were required and necessary for work to be performed. These home
21 internet and home office expenses ranged, but typically amounted to \$100 to \$200 per month per
22 Class Member or Aggrieved Employee.

23 15. Defendant had no policy to affirmatively reimburse all of their employees who were
24 forced to work from home in California during the COVID 19 pandemic for a reasonable portion of
25 their home internet and home office expenses. Defendant’s expense-related policies and/or practices
26 require and expect, and/or with Defendant’s knowledge thereof permitted, Plaintiff, the Class, and
27 the Aggrieved Employees to pay for home internet and home office infrastructure expenses incurred
28 in direct consequence of discharging her and their necessary, reasonable, and business-related job

1 duties on behalf of Defendant, without prompt and timely reimbursement in full by Defendant for
2 such expenses, as required by California law.

3 16. California Labor Code section 2802 requires an employer to “indemnify his or her
4 employee for all necessary expenditures or losses incurred by that employee in direct consequence
5 of the discharge of his or her duties.” See Cal. Labor Code section 2802(a); *see also* 2802(c) where
6 necessary is defined to include all “reasonable” costs. “The elements of a claim under Section
7 2802 are: (i) the employee made expenditures or incurred losses; (ii) the expenditures or losses were
8 incurred in direct consequence of the employee’s discharge of his or her duties, or obedience to the
9 directions of the employer; and (iii) the expenditures or losses were reasonable and necessary.” *Marr*
10 *v. Bank of America*, 2011 U.S. Dist. LEXIS 24868 (N.D. Cal. Mar. 8, 2011) (*citing Gattuso v. Harte-*
11 *Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 568 (2007)). “In addition, the employer ‘must either know or
12 have reason to know that the employee has incurred [the] expense.’” *Id.* (*citing Stuart v. RadioShack*
13 *Corp.*, 641 F. Supp. 2d 901 (N.D. Cal. 2009)). Where an employer has knowledge that employees
14 are incurring a reimbursable expense, the employer must “exercise due diligence to ensure each
15 employee is reimbursed.” *Marr*, at *1. The right of an employee to expense reimbursements is not
16 waivable. *See* Cal. Labor Code sections 2804 and 219(a). Any contract to waive them is null and
17 void. *Edwards v. Arthur Anderson*, 44 Cal. 4th 937, 951 (2008).

18 17. Furthermore, under Labor Code section 2802, employers must reimburse employees
19 for all necessary and/or reasonable work-related expenses, regardless of whether or not employees
20 incurred any additional out-of-pocket expense from that work-related use, and regardless of whether
21 or not the employer decisions to send workers home that triggered the home internet and home office
22 costs were made in response to government orders. *See Cochran v. Schwan’s Home Service, Inc.*,
23 228 Cal. App. 4th 1137 (Cal. 2014) (“We hold that when employees must use their personal cell
24 phones for work-related calls, Labor Code section 2802 requires the employer to reimburse
25 them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the
26 reimbursement owed is a reasonable percentage of their cell phone bills.”).

27 18. Where, as here, employees in California are expected or mandated to use their internet
28 at home for work, courts have held that they incurred cell phone expenses in “direct consequence of

1 the discharge of his or her duties” and were entitled to reimbursement. *See Aguilar v. Zep, Inc.*, 2014
2 US Dist. LEXIS 120315, *54 (N.D. Cal. Aug. 27, 2014) (Hon. Edward Chen) (where outside sales
3 reps used home internet and computers for work, and even admitted that they would have incurred
4 the same expenses without work duties, the court nevertheless held that the employer was obligated
5 to reimburse some reasonable portion of these expenses); *see also Ritchie v. Blue Shield of California*,
6 2014 WL 6982943, at *21 (N.D. Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of home
7 office claims processors with 2802 phone reimbursement claims for landline reimbursements where
8 company required claims processors working from home to have a landline, but rejecting certification
9 of claims for home office supplies as individualized).

10 19. Defendant is, was, or should have been aware that Plaintiff, the Class, and the
11 Aggrieved Employees regularly incurred and continue to incur home office internet and infrastructure
12 expenses in the discharge of their duties as employees in California by virtue of Defendant’s
13 instructions to Plaintiff, the Class, and the Aggrieved Employees to work from home during the
14 pending pandemic, pursuant to applicable orders from state and city officials. Defendant nevertheless
15 have, throughout the Class and PAGA Periods, failed and refused to affirmatively reimburse Plaintiff,
16 the Class, and the Aggrieved Employees for a reasonable portion of her and their home office
17 expenses incurred by them in connection with their work.

18 **CLASS ACTION ALLEGATIONS**

19 20. Plaintiff brings this action on behalf of herself and all others similarly situated as a
20 class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class composed
21 of and defined as Plaintiff and all other California residents who are or were employed by Defendant
22 and who worked from home during at least one pay period in the period from March 15, 2020 to
23 February 28, 2022 (“Class Members”). All such Class Members were subject to Defendant’s policy
24 and practice of not reimbursing home office expenses. The Class does not include any C-suite
25 employees, executive management (i.e., Chairman, Executive Vice President, and President), or
26 Employment Counsel of Defendant.

27 21. This action has been brought and may properly be maintained as a class action under
28 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation,

1 the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Class:

2 a. Numerosity: The potential members of the Class as defined are so numerous
3 that joinder of all the members of the Class is impracticable. On information and belief, Defendant
4 employed over 1,500 employees who Plaintiff contends were subject to Defendant's unlawful
5 reimbursement policy during the Class Period. The Class Members are dispersed throughout
6 California. Joinder of all members of the proposed classes is therefore not practicable.

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

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

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

16 iii. Whether Plaintiff is entitled to restitution under Business and Professions Code
17 § 17200;

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

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

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

25 d. Adequacy of Representation: Plaintiff is a member of the Class and will fairly
26 and adequately represent and protect the interests of the Class and Class Members. Plaintiff's interests
27 do not conflict with those of Class and Class Members. Counsel who represent Plaintiff are competent
28 and experienced in litigating large wage and hour class actions, and will devote sufficient time and

resources to the case and otherwise adequately represent the Class and Class Members.

22. 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 Defendant's unlawful policies and/or practices of not fully reimbursing home office 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 Defendant has enjoyed by maintaining its unlawful home office 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 compensation due from Defendant, due to the relatively small amounts of such individual recoveries relative to the costs and burdens of litigation.

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

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

24. The actionable period for this cause of action March 15, 2020 to February 28, 2022.

25. 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."

26. In order to discharge their duties for Defendant during stay-at-home orders and/or

1 when Defendant's offices were closed, Plaintiff and similarly situated Class Members regularly
2 incurred home office expenses in the discharge of their duties as employees by virtue of Defendant's
3 instructions to Plaintiff and the Class. Defendant nevertheless has, throughout the Class and PAGA
4 Period, failed and refused to affirmatively reimburse Plaintiff, the Class, and the aggrieved employees
5 for such home office expenses incurred by them in connection with their work

6 27. Although having knowledge of such usage, Defendant did not reimburse Plaintiff and
7 similarly situated Class Members for a reasonable percentage of their work-related expenses, as
8 required by California law as stated in *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th
9 1137 (August 12, 2014) ("We hold that when employees must use their personal cell phones for work-
10 related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
11 employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed
12 is a reasonable percentage of their cell phone bills."). *See also, Aguilar v. Zep, Inc.*, 2014 US Dist
13 LEXIS 120315, *54 (N.D.Cal. Aug. 27, 2014) (Hon. Edward Chen) (where outside sales reps used
14 home internet and computers for work, and even admitted that they would have incurred the same
15 expenses without work duties, the court nevertheless held that the employer was obligated to
16 reimburse some reasonable portion of these expenses); *Ritchie v. Blue Shield of California*, 2014 WL
17 6982943, at *21 (N.D.Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of home office claims
18 processors with 2802 phone reimbursement claims for landline reimbursements where company
19 required claims processors working from home to have a landline, but rejecting certification of claims
20 for home office supplies as individualized).

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

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

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

30. 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 herself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

31. 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 period when various shelter in place orders were in effect.

32. 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. The Wage Orders that Defendant is subject to also set forth minimum standards.

33. Beginning March 15, 2020 through the period when various shelter in place orders were in effect, 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 home office expenses in violation of Labor Code § 2802 and any applicable Wage Order.

34. 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 home

1 office business expenses that reduced or offset compensation earned by Plaintiff and Class Members.

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

6 36. Plaintiff and similarly situated Class Members are entitled to monetary relief pursuant
7 to Business & Professions Code §§ 17203 and 17208 for all unreimbursed business expenses, and
8 interest thereon, from at least March 15, 2020 through to the date of such restitution, at rates specified
9 by law. Defendant should be required to disgorge all the profits and gains it has reaped and restore
10 such profits and gains to Plaintiff and Class Members from whom they were unlawfully taken.

11 37. Beginning March 15, 2020, Defendant committed, and continues to commit, acts of
12 unfair competition, as defined in sections 17200 *et seq.* of the California Business and Professions
13 Code by, among other things, failing to reimburse Plaintiff and the Class members for a reasonable
14 portion of their monthly home office expenses as required by California law, and therefore was
15 substantially injurious to Plaintiff and the Class members.

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

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

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

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

27 42. Plaintiff has assumed the responsibility of enforcement of the laws and public policies
28 specified herein by suing on behalf of herself and other similarly situated Class Members previously

1 or presently employed by Defendant in California. Plaintiff's success in this action will enforce
2 important rights affecting the public interest. Plaintiff will incur a financial burden in pursuing this
3 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 **THIRD CAUSE OF ACTION**
6 **PENALTIES PURSUANT TO PAGA LABOR CODE § 2699, *et seq.***
7 **[For Violations of Labor Code § 2802]**
8 **Plaintiff And All Aggrieved Employees Against Defendant**

9 43. Plaintiff, on behalf of herself and all Aggrieved Employees, realleges and incorporates
10 by reference all previous paragraphs.

11 44. Based on the above allegations incorporated by reference, Defendant have violated
12 Labor Code § 2802.

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

16 \$100 for the initial violation per employee per pay period; and

17 \$200 for each subsequent violation per employee per pay period.

18 46. Courts in California have held that the stepped-up \$200 per pay period PAGA
19 penalties are only triggered after Plaintiff's LWDA letter is submitted and Defendant is thus placed
20 on notice of the claim. *See Amaral v. Cintas Corp. No. 2, 163 Cal. App. 4th 1157, 1209 (2008)*; see
21 also *Bernstein v. Virgin Am., Inc.*, No. 19-15382, 2021 WL 867583 (9th Cir. Feb. 23, 2021) (stepped
22 up penalties only triggered by ruling against employer on the merits).

23 47. These PAGA penalties shall be allocated seventy-five percent (75%) to the Labor and
24 Workforce Development Agency (LWDA) and twenty-five percent (25%) to the affected employees,
25 as set forth in Labor Code section 2699(i).

26 48. Pursuant to Labor Code § 2699.3 (a), on September 15, 2021, Plaintiff gave written
27 notice by certified mail to Defendant, and to the LWDA of her claims for violations of Labor Code
28 § 2802, and theories supporting these claims as alleged herein. As of the date of this Complaint, the
LWDA has not responded to Plaintiff's PAGA letter. Plaintiff has already paid the required \$75 fee

1 and has otherwise satisfied all prerequisites to filing suit. Accordingly, Plaintiff has fulfilled all
2 administrative prerequisites to the filing and pursuit of her PAGA claims on behalf of herself and all
3 other current and former Aggrieved Employees of Defendant.

4 49. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
5 § 2699, *et seq.* because of Defendant's violation of Labor Code § 2802.

6 **RELIEF REQUESTED**

7 **WHEREFORE**, Plaintiff prays for the following relief:

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

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

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

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

20 5. That the Defendant be ordered to pay restitution to Plaintiff and the Class Members
21 due to Defendant's UCL violations under the Second Cause of Action pursuant to Business and
22 Professions Code §§ 17200-17205, in the amount of their unreimbursed business expenses and
23 interest thereon;

24 6. For penalties and other relief allowable under Labor Code § 2699, *et seq.* for Plaintiff
25 and all Aggrieved Employees because of Defendant's violation of, without limitation, Labor Code §
26 2802;

27 7. A civil penalty against Defendant in the amount of \$100 for the initial violation and
28 \$200 for each subsequent violation as specified in section 2699(f)(2) of the California Labor Code

1 for Plaintiff and all Aggrieved Employees for each and every pay period during that occurred between
2 March 15, 2020, and the date of judgment and/or approval of settlement;

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

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

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

10
11 Respectfully submitted,

12 ACKERMANN & TILAJEF, P.C.

13
14 Dated: July 22, 2022

15 

16 Craig J. Ackermann, Esq.

17 *Attorneys for Plaintiff, the Class, the LWDA, and the*
18 *Aggrieved Employees*