

JAMES F. CLAPP (145814)
jclapp@clapplegal.com
MARITA MURPHY LAUINGER (199242)
mlauinger@clapplegal.com
CLAPP & LAUINGER LLP
701 Palomar Airport Road, Suite 300
Carlsbad, California 92011
Tel: 760-209-6565 ext. 101
Fax: 760-209-6565

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
12/09/2021

Chad Finke, Executive Officer / Clerk of the Court
By: Shabira Iyamu Deputy

Attorneys for Plaintiff
BRIAN PULLEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - OAKLAND

BRIAN PULLEN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CORVUS INSURANCE HOLDINGS INC.,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 21CV000413

**FIRST AMENDED CLASS ACTION
COMPLAINT**

**1. FAILURE TO INDEMNIFY FOR ALL
NECESSARY BUSINESS EXPENSES
(CAL. LAB. CODE § 2802)**

**2. VIOLATION OF CAL. BUS & PROF.
CODE § 17200**

**3. LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT (CAL. LAB. CODE § 2698,
ET SEQ.)**

Jury Trial Demanded

Plaintiff Brian Pullen, on behalf of himself and all others similarly situated complains
and alleges as follows:

INTRODUCTION

1. This is a class action under California Code of Civil Procedure § 382 seeking
reimbursement of all unreimbursed business expenses, interest, attorney's fees and costs on
behalf of current and former employees of Defendant Corvus Insurance Holdings, Inc. and
DOES 1-10, inclusive, (collectively referred to herein as Defendants) who were not
reimbursed for necessary business expenses as a result of Defendants' violations of

1 California Labor Code § 2802 in the last four years preceding the filing of this action.

2 2. The “Class Period” is the period from the date four years prior to filing of this
3 Complaint through the date notice is mailed to the Class. The violations have been ongoing
4 prior to the filing of this action, are continuing at present, and will continue unless enjoined
5 by the Court.

6 **JURISDICTION AND VENUE**

7 3. This Court has jurisdiction over claims brought under the California Labor
8 Code.

9 4. Venue is proper in this Court because Defendants employ individuals and do
10 business within Alameda County, and some of the harms complained of herein occurred
11 within this County. Defendants have not designated a principal business office or
12 headquarters in California.

13 **PARTIES**

14 5. During the Class Period, Plaintiff Brian Pullen was employed by Defendants
15 as a Vice President of Cargo Underwriting within the State of California.

16 6. During the Class Period, Defendant Corvus Insurance Holdings Inc. is a
17 Delaware corporation with its principal place of business in Boston, Massachusetts.

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

26 8. All of Plaintiff’s claims stated herein are asserted against Defendants and any
27 of their owners, predecessors, successors, subsidiaries, and/or assigns.

28 ///

1 **FACTUAL BACKGROUND**

2 9. Plaintiff and similarly situated employees of Defendants were subject to
3 common policies, practices and/or procedures regarding reimbursement of reasonable and
4 necessary expenses, including expenses incurred while employees worked from home during
5 the COVID-19 pandemic.

6 10. Plaintiff and similarly situated employees incurred reasonable and necessary
7 business expenses, including expenses incurred while working from home during the
8 COVID-19 pandemic, including without limitation: fees and charges for internet service,
9 cellphone and/or telephone service, telecommunications equipment, cost of home office
10 equipment (e.g., computers, printers, scanners, extra monitors, and headsets), office supplies,
11 increased electricity and other utility bills, and the fair rental value of space occupied by the
12 home office.

13 11. Defendants knew or reasonably should have known that Plaintiff and the
14 Class were incurring such expenses but have failed to indemnify or reimburse Plaintiff and
15 similarly situated employees for these expenditures.

16 **CLASS ACTION ALLEGATIONS**

17 12. Plaintiff brings this action, on behalf of himself and all others similarly
18 situated, as a class action pursuant to Code of Civil Procedure § 382. The “Class” that
19 Plaintiff seeks to represent is composed of and defined as follows:

20 All exempt and non-exempt employees of Corvus Insurance Holdings Inc.
21 (“Corvus”) in California who incurred reasonable and necessary business
22 expenses as a result of their performance of duties for Corvus during the
23 applicable statute of limitations, including without limitation employees who
incurred such expenses while working from home during the COVID-19
pandemic.

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

28 ///

1 14. Numerosity: The potential members of the proposed Class as defined are
2 numerous and therefore joinder of all the members of the Class is impracticable. While the
3 precise number of employees has not been determined at this time, Plaintiff is informed and
4 believes that Defendants have employed over 100 Class members during the Class Period.

5 15. Ascertainability: The Class is ascertainable in that its members can be
6 identified and located using information contained in Defendants' payroll and personnel
7 records.

8 16. Commonality: There are questions of law and fact common to Plaintiff and to
9 the Class that predominate over any questions affecting only individual members of the
10 Class. These common questions of law and fact include, but are not limited to, the
11 following: (a) Defendants' policies and practices for reimbursing business expenses incurred
12 by employees, including those expenses incurred while employees are working from home;
13 and (b) whether Plaintiff and similarly situated employees incurred reasonable and necessary
14 expenses as a consequence of performing duties for Defendants, including duties performed
15 while working from home.

16 17. Typicality: Plaintiff's claims are typical of the claims of the Class members.
17 Plaintiff and the proposed Class members incurred unreimbursed business expenses arising
18 out of and caused by Defendants' common course of conduct and policies in violation of the
19 law as alleged herein, in similar ways and for the same types of expenses.

20 18. Adequacy of Representation: Plaintiff is a member of the proposed Class and
21 will fairly and adequately protect the interests of the proposed Class members. Plaintiff's
22 interests do not conflict with those of the proposed Class members. Plaintiff's counsel are
23 competent and experienced in litigating wage and hour class actions and will devote
24 sufficient time and resources to the case and otherwise adequately represent the proposed
25 Class.

26 19. Superiority of Class Action: A class action is superior to other available
27 means for the fair and efficient adjudication of this controversy, since individual joinder of
28 all members of the proposed Class is impractical. Class action treatment will permit a large

1 number of similarly situated persons to prosecute their common claims in a single forum
2 simultaneously, efficiently and without unnecessary duplication of effort and expense that
3 numerous individual actions would engender. Furthermore, the amounts suffered by each
4 individual member of the proposed Class may be relatively small, the expenses and burden of
5 individualized litigation would make it difficult or impossible for individuals of the Class to
6 redress the wrongs done to them while an important public interest will be served by
7 addressing the manner as a class action. The cost to the court system of adjudication of such
8 individualized litigation would be substantial. Individualized litigation would also present
9 the potential for inconsistent or contradictory judgments.

10
11 **FIRST CAUSE OF ACTION**
12 **Cal. Labor Code § 2802**
(Failure to Reimburse Business Expenses)

13 20. Plaintiff incorporates by reference the preceding paragraphs as fully set forth
14 herein.

15 21. Labor Code § 2802(a) provides: “An employer shall indemnify his or her
16 employee for all necessary expenditures or losses incurred by the employee in direct
17 consequence of the discharge of his or her duties.”

18 22. While discharging their duties for Defendants, Plaintiff and similarly situated
19 employees have incurred reasonable and necessary work-related expenses. Such expenses
20 include, but are not limited to, work-from-home expenses such as internet service charges,
21 telephone service and equipment, cellphone service and equipment, home office equipment,
22 office supplies, mileage for work related errands or travel, increased electric or other utility
23 bills, as well as the fair rental value of home office space.

24 23. Defendants knew or reasonably should have known that Plaintiff and the
25 Class were incurring such expenses but have failed to indemnify or reimburse Plaintiff and
26 similarly situated employees for these expenditures. By requiring those employees to pay
27 expenses they incurred in direct consequence of the discharge of their duties, Defendants
28 have violated and continue to violate Labor Code § 2802.

1 24. By unlawfully failing to indemnify Plaintiff and similarly situated employees,
2 Defendants are liable for reasonable attorneys' fees and costs under Labor Code § 2802(c).

3
4 **SECOND CAUSE OF ACTION**
5 **Cal. Business & Professions Code § 17200**
6 **(Violation of the Unfair Competition Law)**

7 25. Plaintiff incorporates by reference the preceding paragraphs as fully set forth
8 herein.

9 26. Business & Professions Code § 17200, California's Unfair Competition Law
10 ("UCL"), prohibits unfair competition in the form of any unlawful, unfair, or fraudulent
11 business act of practice. Business & Professions Code § 17204 allows "any person who has
12 suffered injury in fact and has lost money or property" to prosecute a civil action for
13 violation of the UCL.

14 27. During the Class Period, Defendants have committed unlawful, unfair, and/or
15 fraudulent business acts and practices as defined by Business & Professions Code § 17200 by
16 causing Plaintiff and similarly situated employees to not be reimbursed for reasonable and
17 necessary business expenses in violation of Labor Code § 2802.

18 28. As a direct and proximate result of Defendants' unlawful business practices,
19 Plaintiff and similarly situated employees have suffered economic injuries including, but not
20 limited to, unreimbursed business expenses and interest accrued thereon.

21 29. Injunctive relief is necessary and appropriate to prevent Defendants from
22 continuing and repeating their unlawful, unfair and fraudulent business acts and practices
23 alleged above.

24 30. Plaintiff's success in this action will enforce important rights affecting the
25 public interest. Plaintiff will incur a financial burden in pursuing this action in the public
26 interest. Therefore, an award of reasonable attorneys' fees to Plaintiff is appropriate pursuant
27 to Code of Civil Procedure § 1021.5.

28 ///

///

THIRD CAUSE OF ACTION
Labor Code Private Attorneys General Act
(Cal. Lab. Code § 2698, et seq.)

31. Plaintiff incorporates by reference the preceding paragraphs as fully set forth herein.

32. As alleged above, Defendants failed to comply with the California Labor Code. As such, Plaintiff is an “aggrieved employee” as defined in Labor Code § 2699(a). Pursuant to Labor Code § 2699, the Labor Code Private Attorneys General Act of 2004, Plaintiff brings this action on behalf of himself and other current and former exempt and non-exempt employees of Corvus in California who incurred reasonable and necessary business expenses as a result of their performance of duties for Corvus and seeks recovery of applicable civil penalties in accordance with Cal. Lab. Code § 2699 and § 2802.

33. On October 4, 2021, Plaintiff served written notice via electronic submission to the Labor and Workforce Development Agency (“LWDA”) and via certified mail to Defendant Corvus Insurance Holdings Inc. of his intent to amend his complaint to add a cause of action pursuant to Labor Code § 2699, et seq.

34. The LWDA did not respond to the notice or amended notice within the time provided by Labor Code § 2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For an order certifying the proposed Class and designating this action as a class action pursuant to Code Civ. Proc. § 382;

2. For an order appointing Plaintiff and his counsel to represent the proposed Class as defined herein;

3. For compensatory damages according to proof;

4. For an Order requiring Defendants to make restitution of all unreimbursed business-related expenses that Plaintiff and the Class incurred;

5. For penalties alleged herein;

6. For interest according to proof;

1 7. For reasonable attorneys' fees and costs; and,

2 8. For such other relief the Court deems just and proper.

3
4 Dated: December 9, 2021

CLAPP & LAUNGER LLP

5 

6
7 JAMES F. CLAPP
MARITA MURPHY LAUNGER
8 Attorneys for Plaintiff
BRIAN PULLEN

9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial.

12 Dated: December 9, 2021

CLAPP & LAUNGER LLP

13 

14
15 JAMES F. CLAPP
MARITA MURPHY LAUNGER
16 Attorneys for Plaintiff
BRIAN PULLEN