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ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

07/08/2022 at 01:19:59 PM

Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

NOELLE NAKAGAKI, an individual, on
behalf of the State of California, as a private
attorney general, and on behalf of all Aggrieved
Employees,

Plaintiffs,

v.

**PROVEN STAFFING CONSULTANTS
LLC.**, a California Corporation, and DOES 1 to
50, inclusive,

Defendant.

CASE NO. 37-2022-00026848-CU-OE-CTL

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

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

1 Plaintiff NOELLE NAKAGAKI (“Plaintiff”), on behalf of the people of the State of
2 California, the Labor Workforce Development Agency (LWDA), and as an “Aggrieved Employee”
3 acting as a private attorney general under the Labor Code Private Attorneys General Act of 2004, §
4 2699, *et seq.* (“PAGA”), and on behalf of all others similarly situated (“Class Members”) complains
5 of Defendant PROVEN STAFFING CONSULTANTS LLC and DOES 1 to 10 (“Defendant” or
6 “Proven”) and alleges the 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 27, 2022 (the “Class Period”) and did not receive reimbursement
17 for work-related home office expenses.

18 3. The Aggrieved Employees are defined as follows: Plaintiff and all other California
19 residents who are or were employed by Defendant and who worked from home during at least one
20 pay period in the period from July 31, 2020 to February 27, 2022 (the “PAGA Period”) and did not
21 receive reimbursement for work-related home office expenses.

22 **THE PARTIES**

23 4. Plaintiff Noelle Nakagaki is a resident of California and at all times pertinent hereto
24 worked for Defendant.

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

27 6. Defendant is a limited liability company headquarters in San Diego, California and
28 does business throughout the United States and within the State of California. Defendant employed

1 Plaintiff and similarly situated persons as employees in California. Defendant has done and does
2 business throughout the State of California, including in San Diego County.

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

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

15 **JURISDICTION AND VENUE**

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

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

24 11. Venue as to Defendant is proper in this judicial district, pursuant to Code of Civil
25 Procedure § 395. Defendant does business in California and in San Diego County, California. The
26 unlawful acts alleged herein have a direct effect on Plaintiff and all “employees” in the State of
27 California and San Diego County.

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1 **FACTUAL ALLEGATIONS**

2 12. At some point during the period from March 15, 2020 through February 27, 2022,
3 Plaintiff, the Class, and the Aggrieved Employees, at the direction of Defendant and/or with
4 Defendant's knowledge and acquiescence, have incurred home office expenses including, *inter alia*,
5 monthly home internet expenses, software subscription expenses, equipment expenses, and monthly
6 home electricity and home office infrastructure expenses, to perform necessary work-related duties.

7 13. During the Class Period, Plaintiff, the Class, and the Aggrieved Employees were thus
8 expected by Defendant to pay for, and have personally paid for, among other things, home internet
9 service, home electricity, and the purchase and maintenance of hardware used for work-purposes,
10 including keyboards, mice, as well as to allocate home office space, in the discharge of their job
11 duties (the "home office expenses"). These expenses ranged, but typically amounted from \$100 to
12 \$200 per month per Class Member. Defendant had no policy to affirmatively reimburse all employees
13 who were forced to work from home during the COVID-19 pandemic for their monthly recurring
14 home office expenses. Notably, Defendant did not provide any monthly recurring reimbursement
15 during the Class Period for such expenses. In sum, Defendant's expense-related policies and/or
16 practices required and expected, and/or with Defendant's knowledge thereof permitted, Plaintiff, the
17 Class, and the Aggrieved Employees to pay for monthly home internet, and home office infrastructure
18 expenses incurred in direct consequence of discharging their necessary, reasonable, and business-
19 related job duties on behalf of Defendant, without reimbursement in full by Defendant for such
20 expenses, as required by California law.

21 14. California Labor Code section 2802 requires an employer to "indemnify his or her
22 employee for all necessary expenditures or losses incurred by that employee in direct consequence
23 of the discharge of his or her duties." See Cal. Labor Code section 2802(a); *see also* 2802(c) where
24 necessary is defined to include all "reasonable" costs. "The elements of a claim under Section
25 2802 are: (i) the employee made expenditures or incurred losses; (ii) the expenditures or losses were
26 incurred in direct consequence of the employee's discharge of his or her duties, or obedience to the
27 directions of the employer; and (iii) the expenditures or losses were reasonable and necessary." *Marr*
28 *v. Bank of America*, 2011 U.S. Dist. LEXIS 24868 (N.D. Cal. Mar. 8, 2011) (*citing Gattuso v. Harte-*

1 *Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 568 (2007)). “In addition, the employer ‘must either know or
2 have reason to know that the employee has incurred [the] expense.’” *Id.* (citing *Stuart v. RadioShack*
3 *Corp.*, 641 F. Supp. 2d 901 (N.D. Cal. 2009)). Where an employer has knowledge that employees
4 are incurring a reimbursable expense, the employer must “exercise due diligence to ensure each
5 employee is reimbursed.” *Marr*, at *1. The right of an employee to expense reimbursements is not
6 waivable. *See* Cal. Labor Code sections 2804 and 219(a). Any contract to waive them is null and
7 void. *Edwards v. Arthur Anderson*, 44 Cal. 4th 937, 951 (2008).

8 15. Furthermore, under Labor Code section 2802, employers must reimburse employees
9 for all necessary and/or reasonable work-related expenses, regardless of whether or not employees
10 incurred any additional out-of-pocket expense from that work-related use, and regardless of whether
11 or not the employer decisions to send workers home that triggered the home internet and home office
12 costs were made in response to government orders. *See Cochran v. Schwan’s Home Service, Inc.*,
13 228 Cal. App. 4th 1137 (Cal. 2014) (“We hold that when employees must use their personal cell
14 phones for work-related calls, Labor Code section 2802 requires the employer to reimburse
15 them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the
16 reimbursement owed is a reasonable percentage of their cell phone bills.”).

17 16. Where, as here, employees in California are expected or mandated to use their internet
18 at home for work, courts have held that they incurred cell phone expenses in “direct consequence of
19 the discharge of his or her duties” and were entitled to reimbursement. *See Aguilar v. Zep, Inc.*, 2014
20 US Dist. LEXIS 120315, *54 (N.D. Cal. Aug. 27, 2014) (Hon. Edward Chen) (where outside sales
21 reps used home internet and computers for work, and even admitted that they would have incurred
22 the same expenses without work duties, the court nevertheless held that the employer was obligated
23 to reimburse some reasonable portion of these expenses); *see also Ritchie v. Blue Shield of California*,
24 2014 WL 6982943, at *21 (N.D. Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of home
25 office claims processors with 2802 phone reimbursement claims for landline reimbursements where
26 company required claims processors working from home to have a landline, but rejecting certification
27 of claims for home office supplies as individualized).

28 17. Defendant is, was, or should have been aware that Plaintiff, the Class, and the

1 Aggrieved Employees regularly incurred and incur home office internet, and home electricity and
2 other infrastructure expenses in the discharge of their duties as employees, by virtue of Defendant's
3 direction and/or with Defendant's knowledge and acquiescence to Plaintiff, the Class, and the
4 Aggrieved Employees to work from home during the COVID-19 pandemic. Plaintiff, the Class, and
5 the Aggrieved Employees could not perform their job duties for Defendant without subscriptions for
6 internet service. Defendant nevertheless has, throughout the Class and PAGA Period, failed to
7 affirmatively reimburse Plaintiff, the Class, and the Aggrieved Employees for such monthly home
8 internet, and home office expenses incurred by them in connection with their work.

9 **CLASS ACTION ALLEGATIONS**

10 18. Plaintiff brings this action on behalf of herself and all others similarly situated as a
11 class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class composed
12 of and defined as Plaintiff and all other California residents who are or were employed by Defendant
13 and who worked from home during at least one pay period in the period from March 15, 2020 to
14 February 27, 2022 and did not receive reimbursement for work-related home office expenses ("Class
15 Members"). All such Class Members were subject to Defendant's policy and practice of not
16 reimbursing home office expenses.

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

20 a. Numerosity: The potential members of the Class as defined are so numerous
21 that joinder of all the members of the Class is impracticable. On information and belief, Defendant
22 employed over 250 employees who Plaintiff contends were subject to Defendant's unlawful
23 reimbursement policy during the Class Period. The Class Members are dispersed throughout
24 California. Joinder of all members of the proposed classes is therefore not practicable.

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

28 i. Whether Plaintiff and Class Members incurred unreimbursed business

1 expenses in the discharge of their duties, including but not limited to home office expenses, in
2 violation of Labor Code § 2802;

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

6 iii. Whether Plaintiff is entitled to restitution under Business and Professions Code
7 § 17200;

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

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

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

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

20 20. Superiority of Class Action: A class action is superior to other available means for the
21 fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not
22 practicable, and questions of law and fact common to the Class predominate over any questions
23 affecting only individual members of the Class. Each Class Member has been damaged or may be
24 damaged in the future by reason of Defendant's unlawful policies and/or practices of not fully
25 reimbursing home office expenses. Certification of this case as a class action will allow those
26 similarly situated persons to litigate their claims in the manner that is most efficient and economical
27 for the parties and the judicial system. Certifying this case as a class action is superior because it
28 allows for efficient and full disgorgement of the ill-gotten gains Defendant has enjoyed by

1 maintaining its unlawful home office expense reimbursement policies and/or practices, and will
2 thereby effectuate California's strong public policy of protecting employees from deprivation or
3 offsetting of compensation earned in their employment. If this action is not certified as a Class Action,
4 it will be impossible as a practical matter for many or most Class Members to bring individual actions
5 to recover monies unlawfully withheld from their lawful compensation due from Defendant, due to
6 the relatively small amounts of such individual recoveries relative to the costs and burdens of
7 litigation.

8
9 **FIRST CAUSE OF ACTION**
FAILURE TO REIMBURSE FOR BUSINESS EXPENSES
10 **[Cal. Labor Code section 2802]**
On Behalf of Plaintiff and the Class Against Defendant

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

13 22. The actionable period for this cause of action March 15, 2020 to February 27, 2022.

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

18 24. In order to discharge their duties for Defendant during the Class Period, including
19 when stay-at-home orders were in place and/or when Defendant's offices were closed, Plaintiff and
20 similarly situated Class Members regularly incurred home office expenses in the discharge of their
21 duties as employees by virtue of Defendant's instructions to Plaintiff and the Class and/or with
22 Defendant's knowledge and acquiescence. Defendant nevertheless has, throughout the Class Period,
23 failed to affirmatively reimburse Plaintiff and the Class for such home office expenses incurred by
24 them in connection with their work

25 25. Although having knowledge of such usage, Defendant did not reimburse Plaintiff and
26 similarly situated Class Members for a reasonable percentage of their work-related expenses, as
27 required by California law as stated in *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th
28 1137 (August 12, 2014) ("We hold that when employees must use their personal cell phones for work-

1 related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
2 employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed
3 is a reasonable percentage of their cell phone bills.”). *See also, Aguilar v. Zep, Inc.*, 2014 US Dist
4 LEXIS 120315, *54 (N.D.Cal. Aug. 27, 2014) (Hon. Edward Chen) (where outside sales reps used
5 home internet and computers for work, and even admitted that they would have incurred the same
6 expenses without work duties, the court nevertheless held that the employer was obligated to
7 reimburse some reasonable portion of these expenses); *Ritchie v. Blue Shield of California*, 2014 WL
8 6982943, at *21 (N.D.Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of home office claims
9 processors with 2802 phone reimbursement claims for landline reimbursements where company
10 required claims processors working from home to have a landline, but rejecting certification of claims
11 for home office supplies as individualized).

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

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

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

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

28 29. 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

1 cause of action is from four years ago through the present.

2 30. Section 90.5(a) of the Labor Code states that it is the public policy of California to
3 enforce vigorously minimum labor standards in order to ensure employees are not required to work
4 under substandard and unlawful conditions, and to protect employers who comply with the law from
5 those who attempt to gain competitive advantage at the expense of their workers by failing to comply
6 with minimum labor standards. The Wage Orders that Defendant is subject to also set forth minimum
7 standards.

8 31. Defendant has committed unlawful, unfair, and/or fraudulent business acts and
9 practices as defined by the UCL, by failing to reimburse and indemnify Plaintiff and similarly situated
10 Class Members for employment-related home office expenses from March 15, 2020 to February 27,
11 2022, in violation of Labor Code § 2802 and any applicable Wage Order.

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

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

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

25 35. During the Class Period, Defendant committed acts of unfair competition, as defined
26 in sections 17200 *et seq.* of the California Business and Professions Code by, among other things,
27 failing to reimburse Plaintiff and the Class members for a reasonable portion of their monthly home
28 office expenses as required by California law, and therefore was substantially injurious to Plaintiff

1 and the Class members.

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

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

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

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

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

19 **THIRD CAUSE OF ACTION**
20 **PENALTIES PURSUANT TO PAGA LABOR CODE § 2699, *et seq.***
21 **[For Violations of Labor Code § 2802]**
22 **Plaintiff And All Aggrieved Employees Against Defendant**

23 41. Plaintiff, on behalf of herself and all Aggrieved Employees, realleges and incorporates
24 by reference all previous paragraphs.

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

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

1 \$100 for the initial violation per employee per pay period; and

2 \$200 for each subsequent violation per employee per pay period.

3 44. Courts in California have held that the stepped-up \$200 per pay period PAGA
4 penalties are only triggered after a defendant is subject to an adverse ruling and thus placed on notice
5 of the claim. *See Amaral v. Cintas Corp. No. 2, 163 Cal. App. 4th 1157, 1209 (2008)*; see also
6 *Bernstein v. Virgin Am., Inc.*, No. 19-15382, 2021 WL 867583 (9th Cir. Feb. 23, 2021) (stepped up
7 penalties only triggered by ruling against employer on the merits).

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

11 46. Pursuant to Labor Code § 2699.3 (a), on January 31, 2022 and April 5, 2022, Plaintiff
12 gave written notice by certified mail to Defendant, and to the LWDA of her claims for violations of
13 Labor Code § 2802, and theories supporting these claims as alleged herein. As of the date of this
14 Complaint, the LWDA has not responded to Plaintiff's PAGA letters. Plaintiff has already paid the
15 required \$75 fee and has otherwise satisfied all prerequisites to filing suit. Accordingly, Plaintiff has
16 fulfilled all administrative prerequisites to the filing and pursuit of her PAGA claims on behalf of
17 herself and all other current and former Aggrieved Employees of Defendant.

18 47. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
19 § 2699, *et seq.* because of Defendant's violation of Labor Code § 2802.

20 **RELIEF REQUESTED**

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

- 22 1. An Order that this action may proceed and be maintained as a class action:
- 23 2. That the Court find and declare that Defendant's business expense policies and/or
24 practices violate California law, including Labor Code § 2802, by failing to reimburse all business
25 expenses reasonably incurred by Plaintiff and other and Class Members in the discharge of their
26 duties in California as employees of Defendant;
- 27 3. That the Court award to Plaintiff and Class Members all unreimbursed business
28 expenses, and interest thereon, that they are owed, pursuant to Labor Code § 2802, and attorney's

1 fees, pursuant to Labor Code § 2802(c), in an amount to be proved at trial.

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

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

10 6. For penalties and other relief allowable under Labor Code § 2699, *et seq.* for Plaintiff
11 and all Aggrieved Employees because of Defendant's violation of, without limitation, Labor Code §
12 2802;

13 7. A civil penalty against Defendant in the amount of \$100 for the initial violation and
14 \$200 for each subsequent violation as specified in section 2699(f)(2) of the California Labor Code
15 for Plaintiff and all Aggrieved Employees for each and every pay period during that occurred during
16 the PAGA Period;

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

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

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

Respectfully submitted,

ACKERMANN & TILAJEF, P.C.

LAW OFFICE OF TATIANA HERNANDEZ, P.C.

Dated: July 7, 2022



Craig J. Ackermann, Esq.

Tatiana Hernandez, Esq.

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