

1 **ACKERMANN & TILAJEF, P.C.**
2 Craig J. Ackermann, Esq. (SBN 229832)
3 cja@ackermanntilajef.com
4 Avi Kreitenberg, Esq. (SBN 266571)
5 ak@ackermanntilajef.com
6 1180 South Beverly Drive, Suite 610
7 Los Angeles, California 90035
8 Telephone: (310) 277-0614
9 Facsimile: (310) 277-0635

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/01/2022 at 01:31:38 PM
Clerk of the Superior Court
By Malka Manneh, Deputy Clerk

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JORGE ALEXANDRIA, an individual, on
behalf of the State of California, as a private
attorney general, and on behalf of all Aggrieved
Employees and all others similarly situated,

PLAINTIFF,

v.

AMTRUST FINANCIAL SERVICES, INC., a
stock corporation; AMTRUST NORTH
AMERICA, INC., a stock corporation; and
DOES 1 to 10, inclusive,

DEFENDANTS.

CASE NO. 37-2022-00048165-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 Jorge Alexandria (“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 Defendants
5 AMTRUST FINANCIAL SERVICES, INC., AMTRUST NORTH AMERICA, INC., and DOES 1
6 to 10 (“Defendants” or “AmTrust”) 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 Defendants for their (1) failure to reimburse its current and former employees for
11 their 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 Defendants and who worked from home for Defendants during at least one pay
16 period in the period from March 18, 2020 to through March 7, 2022 (the “Class Period”).

17 3. The Aggrieved Employees are defined as follows: Plaintiff and all other California
18 residents who are or were employed by Defendants and who worked from home for Defendants
19 during at least one pay period in the period from April 15, 2021 to through March 7, 2022 (the “PAGA
20 Period”).

21 **THE PARTIES**

22 4. Plaintiff Jorge Alexandria is a resident of California and at all times pertinent hereto
23 worked for Defendants.

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

26 6. AmTrust is an industry-leading insurance provider, focusing on small business
27 insurance solutions with an emphasis on workers’ compensation coverage. AmTrust is headquartered
28 in New York, NY, and, with its related entities, has a network of locations and operations in the

1 United States and within the State of California. Defendants employed Plaintiff and similarly situated
2 aggrieved employees in California. Defendant AmTrust North America, Inc., employed Plaintiff and
3 similarly situated aggrieved employees in California. Defendants have done and do business
4 throughout the State of California, including in San Diego County.

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

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

17 **JURISDICTION AND VENUE**

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

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

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

1 California and San Diego County.

2 **FACTUAL ALLEGATIONS**

3 12. During the Class Period, Plaintiff, the Class, and the Aggrieved Employees, at the
4 direction of Defendants and/or with Defendants' knowledge and acquiescence, have incurred home
5 office expenses including, among other things, home internet expenses and cell phone expenses, in
6 order to perform necessary work-related duties for Defendants.

7 13. Plaintiff, the Class, and the Aggrieved Employees, who were employed by Defendants
8 in California, were not able to work on premises at Defendants' office location(s) in California, for
9 all but several months during the Class Period when Defendants re-opened their offices, but instead
10 were required to, and did, work from home. Plaintiff is informed and believes, and based thereon
11 alleges, that AmTrust's California-resident employees worked from home for most of the Class
12 Period without being affirmatively reimbursed by AmTrust on a monthly basis for a reasonable
13 portion of their monthly home internet, cell phone, and/or home office expenses, unless such
14 employees submitted a written request and provided supporting documentation for the expenses,
15 pursuant to Defendants' written expense policy.

16 14. During the COVID-19 stay at home orders and office closures in place during the
17 Class Period, Plaintiff, the Class, and the Aggrieved Employees personally paid for, among other
18 things, home internet service, cell phone service, and other expenses in the discharge of their job
19 duties (the "home office expenses"). These home office expenses were required and necessary for
20 work to be performed. Plaintiff estimates that these alleged expenses typically ranged from \$70 to
21 \$200 per month per Class Member or Aggrieved Employee. In addition, Plaintiff, the Class, and the
22 Aggrieved Employees needed to obtain and maintain cell phones and cell phone plans in order to
23 comply with Defendants' VPN cell phone authentication that allowed them to access Defendants'
24 network and servers remotely.

25 15. California Labor Code section 2802 requires an employer to "indemnify his or her
26 employee for all necessary expenditures or losses incurred by that employee in direct consequence
27 of the discharge of his or her duties." See Cal. Labor Code section 2802(a); *see also* 2802(c) where
28 necessary is defined to include all "reasonable" costs. "The elements of a claim under Section

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

12 16. Furthermore, under Labor Code section 2802, employers must reimburse employees
13 for all necessary and/or reasonable work-related expenses, regardless of whether or not employees
14 incurred any additional out-of-pocket expense from that work-related use, and regardless of whether
15 or not the employer decisions to send workers home that triggered the home internet and home office
16 costs were made in response to government orders. *See Cochran v. Schwan's Home Service, Inc.*,
17 228 Cal. App. 4th 1137 (Cal. 2014) ("Whether the employees have cell phone plans with unlimited
18 minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone
19 bills."); *see also, Herrera v. Zumiez, Inc.*, 953 F.3d 1063 at fn. 10 (9th Cir. March 19, 2020 ("Zumiez
20 protests that Herrera did not allege it was necessary to use a cell phone to comply with the call-in
21 policy, suggesting that employees could use free communications services like WhatsApp or Skype.
22 But using WhatsApp or Skype often requires personal expenses associated with internet service and
23 a phone or computer, for which a ruling consistent with *Cochran* might require reimbursement of a
24 portion of the bills.)).

25 17. Where, as here, employees in California are expected or mandated to use their
26 internet at home and/or cell phones for work on a monthly and recurring basis, courts have held that
27 they incurred home internet and cell phone expenses in "direct consequence of the discharge of his
28 or her duties" and were entitled to reimbursement. *See Aguilar v. Zep, Inc.*, 2014 US Dist. LEXIS

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

9 18. Defendants are, were, or should have been aware that Plaintiff, the Class, and the
10 Aggrieved Employees regularly incurred and continue to incur home office internet, cell phone, and
11 other expenses in the discharge of their duties as employees by virtue of Defendants' instructions to
12 Plaintiff, the Class, and the Aggrieved Employees to work from home and/or their announcements
13 of office closures during the COVID-19 pandemic. Specifically, Plaintiff regularly used his home
14 internet to, among other things, participate in meetings and utilize Microsoft Teams. Plaintiff, the
15 Class, and the Aggrieved Employees could not perform their job duties for Defendants without use
16 of the internet or cell phones. Defendants nevertheless have, throughout the Class Period, except for
17 several months when Defendants' offices re-opened, failed to affirmatively reimburse Plaintiff, the
18 Class, and the Aggrieved Employees for such monthly and recurring home internet, cell phone, and
19 home office expenses incurred by them in connection with their work, unless they submitted a written
20 request and provided supporting documentation for the expense, pursuant to Defendants' written
21 expense policy.

22 **CLASS ACTION ALLEGATIONS**

23 19. Plaintiff brings this action on behalf of himself and all others similarly situated as a
24 class action pursuant to Code of Civil Procedure § 382. Plaintiff and all other California residents
25 who are or were employed by Defendants and who worked from home for Defendants during at least
26 one pay period in the period from March 18, 2020 to through March 7, 2022 ("Class Members"). All
27 such Class Members were subject to Defendants' policy and practice of not reimbursing home office,
28 cell phone, and home office expenses without submitting a written request and supporting

1 documentation for the expense pursuant to Defendants' written expense policy.

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

5 a. Numerosity: The potential members of the Class as defined are so numerous
6 that joinder of all the members of the Class is impracticable. On information and belief, Defendants
7 employed approximately 473 employees who Plaintiff contends were subject to Defendants' unlawful
8 reimbursement policy during the Class Period. The Class Members are dispersed throughout
9 California. Joinder of all members of the proposed classes is therefore not practicable.

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

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

16 ii. Whether Defendants intended, suffered and/or permitted, and/or knew and/or
17 should have known that Plaintiff and Class Members incurred unreimbursed home office expenses,
18 in the discharge of their duties;

19 iii. Whether Plaintiff is entitled to restitution under Business and Professions Code
20 § 17200;

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

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

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

28 d. Adequacy of Representation: Plaintiff is a member of the Class and will fairly

1 and adequately represent and protect the interests of the Class and Class Members. Plaintiff's interests
2 do not conflict with those of Class and Class Members. Counsel who represents Plaintiff are
3 competent and experienced in litigating large wage and hour class actions, and will devote sufficient
4 time and resources to the case and otherwise adequately represent the Class and Class Members.

5 21. Superiority of Class Action: A class action is superior to other available means for the
6 fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not
7 practicable, and questions of law and fact common to the Class predominate over any questions
8 affecting only individual members of the Class. Each Class Member has been damaged or may be
9 damaged in the future by reason of Defendants' unlawful policies and/or practices of not fully
10 reimbursing home office expenses. Certification of this case as a class action will allow those
11 similarly situated persons to litigate their claims in the manner that is most efficient and economical
12 for the parties and the judicial system. Certifying this case as a class action is superior because it
13 allows for efficient and full disgorgement of the ill-gotten gains Defendants have enjoyed by
14 maintaining its unlawful home office expense reimbursement policies and/or practices, and will
15 thereby effectuate California's strong public policy of protecting employees from deprivation or
16 offsetting of compensation earned in their employment. If this action is not certified as a Class Action,
17 it will be impossible as a practical matter for many or most Class Members to bring individual actions
18 to recover monies unlawfully withheld from their lawful compensation due from Defendants, due to
19 the relatively small amounts of such individual recoveries relative to the costs and burdens of
20 litigation.

21 **FIRST CAUSE OF ACTION**
22 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
23 **[Cal. Labor Code section 2802]**
24 **On Behalf of Plaintiff and the Class Against Defendants**

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

27 23. The actionable period for this cause of action is March 18, 2020 to through March 7,
28 2022.

24. Labor Code § 2802(a) provides that "[a]n employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
2 the discharge of his or her duties.” Section 2802(c) defines “necessary” to include all “reasonable
3 costs.”

4 25. In order to discharge their duties for Defendants during stay-at-home orders and/or
5 when Defendants’ offices were closed, Plaintiff and similarly situated Class Members regularly
6 incurred home office expenses in the discharge of their duties as employees by virtue of Defendants’
7 instructions to Plaintiff and the Class. Defendants nevertheless have, throughout the Class Period,
8 except for several months when Defendants’ offices re-opened, failed to affirmatively reimburse
9 Plaintiff and the Class for such home office expenses incurred by them in connection with their work
10 unless they submitted a written request and provided supporting documentation for the expense,
11 pursuant to Defendants’ written expense policy

12 26. Although having knowledge of such usage, Defendants did not reimburse Plaintiff and
13 similarly situated Class Members for a reasonable percentage of their work-related expenses, as
14 required by California law as stated in *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal.App.4th
15 1137 (August 12, 2014) (“Whether the employees have cell phone plans with unlimited minutes or
16 limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”). *See*
17 *also, Aguilar v. Zep, Inc.*, 2014 US Dist LEXIS 120315, *54 (N.D.Cal. Aug. 27, 2014) (Hon. Edward
18 Chen) (where outside sales reps used home internet and computers for work, and even admitted that
19 they would have incurred the same expenses without work duties, the court nevertheless held that the
20 employer was obligated to reimburse some reasonable portion of these expenses); *Ritchie v. Blue*
21 *Shield of California*, 2014 WL 6982943, at *21 (N.D.Cal. Dec. 9, 2014) (Hon. Edward Chen)
22 (certifying class of home office claims processors with 2802 phone reimbursement claims for landline
23 reimbursements where company required claims processors working from home to have a landline,
24 but rejecting certification of claims for home office supplies as individualized); *see also, Herrera v.*
25 *Zumiez, Inc.*, 953 F.3d 1063 at fn. 10 (9th Cir. March 19, 2020).

26 27. Defendants’ failure to pay for or reimburse the work-related business expenses of
27 Plaintiff and Class Members violated non-waivable rights secured to Plaintiff and Class Members by
28 Labor Code §2802. See Labor Code §2804. Plaintiff and similarly situated Class Members are

entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and costs, under Labor Code § 2802(c).

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

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

29. 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.

30. 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 present.

31. 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 Defendants are subject to also set forth minimum standards.

32. During the Class Period, Defendants have committed unlawful, and/or unfair 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 from March 18, 2020 to through March 7, 2022, in violation of Labor Code § 2802 unless they submitted a written request and provided supporting documentation for the expense, pursuant to Defendants' written expense policy.

33. As a direct and proximate result of Defendants' unlawful and/or unfair acts and

1 practices described herein, Defendants have received and continues to hold unlawfully obtained
2 property and money belonging to Plaintiff and the Class in the form of unreimbursed employee home
3 office business expenses that reduced or offset compensation earned by Plaintiff and Class Members.

4 34. As a direct and proximate result of Defendants' unlawful business practices, Plaintiff
5 and the Class Members have suffered economic injuries including, but not limited to out-of-pocket
6 business expenses. Defendants have profited from their unlawful and/or unfair acts and practices in
7 the amount of those business expenses and interest accrued thereon.

8 35. Plaintiff and similarly situated Class Members are entitled to monetary relief pursuant
9 to Business & Professions Code §§ 17203 and 17208 for all unreimbursed business expenses, and
10 interest thereon, from at least March 18, 2020 through to the date of such restitution, at rates specified
11 by law. Defendants should be required to disgorge all the profits and gains they have reaped and
12 restore such profits and gains to Plaintiff and Class Members from whom they were unlawfully taken.

13 36. During the Class Period, Defendants committed, and continues to commit, acts of
14 unfair competition, as defined in sections 17200 *et seq.* of the California Business and Professions
15 Code by, among other things, failing to reimburse Plaintiff and the Class members for a reasonable
16 portion of their monthly home office expenses as required by California law unless they submitted a
17 written request and provided supporting documentation for the expense, pursuant to Defendants'
18 written expense policy, and therefore was substantially injurious to Plaintiff and the Class members.

19 37. Defendants engaged in unfair competition in violation of sections 17200 *et seq.* of the
20 California Business & Professions Code by violating Section 2802 of the Labor Code.

21 38. Defendants' course of conduct, act, and practice in violation of the California laws
22 mentioned above constitute independent violations of sections 17200 *et seq.* of the California
23 Business and Professions Code.

24 39. The unlawful and unfair business practices and acts of Defendants, as described above,
25 have injured Plaintiff and the Class in that they were denied reimbursement for a reasonable
26 percentage of their monthly business-related home office expenses, and therefore was substantially
27 injurious to Plaintiff and the Class Members.

28 40. Plaintiff and similarly situated Class Members are entitled to enforce all applicable

1 penalty provisions of the Labor Code pursuant to Business & Professions Code § 17202.

2 41. Plaintiff has assumed the responsibility of enforcement of the laws and public policies
3 specified herein by suing on behalf of herself and other similarly situated Class Members previously
4 or presently employed by Defendants in California. Plaintiff's success in this action will enforce
5 important rights affecting the public interest. Plaintiff will incur a financial burden in pursuing this
6 action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiff is
7 appropriate pursuant to Code of Civil Procedure § 1021.5.

8 **THIRD CAUSE OF ACTION**
9 **PENALTIES PURSUANT TO PAGA LABOR CODE § 2699, *et seq.***
10 **[For Violations of Labor Code § 2802]**
11 **Plaintiff And All Aggrieved Employees Against Defendants**

12 42. Plaintiff, on behalf of himself and all Aggrieved Employees, realleges and
13 incorporates by reference all previous paragraphs.

14 43. Based on the above allegations incorporated by reference, Defendants have violated
15 Labor Code § 2802.

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

19 \$100 for the initial violation per employee per pay period; and

20 \$200 for each subsequent violation per employee per pay period.

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

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

28 47. Pursuant to Labor Code § 2699.3 (a), on April 15, 2022, Plaintiff gave written notice

1 by certified mail to Defendants, and to the LWDA of his claims for violations of Labor Code § 2802,
2 and theories supporting these claims as alleged herein. As of the date of this Complaint, the LWDA
3 has not responded to Plaintiff's PAGA letter. Plaintiff has already paid the required \$75 fee and has
4 otherwise satisfied all prerequisites to filing suit. Accordingly, Plaintiff has fulfilled all administrative
5 prerequisites to the filing and pursuit of his PAGA claims on behalf of herself and all other current
6 and former Aggrieved Employees of Defendants.

7 48. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
8 § 2699, *et seq.* because of Defendants' violation of Labor Code § 2802.

9 **RELIEF REQUESTED**

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

- 11 1. An Order that this action may proceed and be maintained as a class action:
- 12 2. That the Court find and declare that Defendants' business expense policies and/or
13 practices violate California law, including Labor Code § 2802, by refusing and/or failing to
14 affirmatively reimburse all business expenses reasonably incurred by Plaintiff and other and Class
15 Members while working from home in the discharge of their duties in California as employees of
16 Defendants;
- 17 3. That the Court award to Plaintiff and Class Members all unreimbursed business
18 expenses, and interest thereon, that they are owed, pursuant to Labor Code § 2802, and attorney's
19 fees, pursuant to Labor Code § 2802(c), in an amount to be proved at trial.
- 20 4. That the Court find and declare that Defendants have violated the UCL and committed
21 unfair and unlawful business practices by failing to reimburse Plaintiff and similarly situated Class
22 Members for their reasonable home office business expenses incurred by them in the course of their
23 duties for the benefit of Defendants, their employers;
- 24 5. That the Defendants be ordered to pay restitution to Plaintiff and the Class Members
25 due to Defendants' UCL violations under the Second Cause of Action pursuant to Business and
26 Professions Code §§ 17200-17205, in the amount of their unreimbursed business expenses and
27 interest thereon;
- 28 6. For penalties and other relief allowable under Labor Code § 2699, *et seq.* for Plaintiff

1 and all Aggrieved Employees because of Defendants' violation of, without limitation, Labor Code §
2 2802;

3 7. A civil penalty against Defendants in the amount of \$100 for the initial violation and
4 \$200 for each subsequent violation as specified in section 2699(f)(2) of the California Labor Code
5 for Plaintiff and all Aggrieved Employees for each and every pay period during that occurred between
6 April 15, 2021, and the date of judgment and/or approval of settlement;

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

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

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

14
15 Dated: December 1, 2022

Respectfully submitted,

16 **ACKERMANN & TILAJEF, P.C.**

17
18 

19 Craig J. Ackermann, Esq.

20 Avi Kreitenberg, Esq.

21 *Attorney for Plaintiff, the Class, the LWDA, and the*
22 *Aggrieved Employees*
23
24
25
26
27
28