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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

07/02/2025

By: C. Torres Deputy

Attorneys for Plaintiff NEGLYS ORIANA CARRILLO SANCHEZ, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO COUNTY**

NEGLYS ORIANA CARRILLO SANCHEZ,
an individual on behalf of herself and all other
Aggrieved Employees,

Plaintiff,

v.

STAR H-R dba STAR STAFFING, a California
corporation; BLUE DIAMOND GROWERS, a
California corporation; BLUE DIAMOND
GROWERS SERVICES, a California
corporation; BLUE DIAMOND ALMOND
GROWERS, a California corporation; BLUE
DIAMOND GROWERS FOUNDATION, a
California corporation; BLUE DIAMOND
GROWERS EXPORT LLC, a California
limited liability company; and DOES 1- 50,
Inclusive,

Defendants,

Case No.: **25CV015945**

COMPLAINT

1. Civil Penalties under the Private Attorneys General Act (PAGA)

1 Plaintiff, NEGLYS ORIANA CARRILLO SANCHEZ, (“Plaintiff”), as a representative
2 of the State of California and the Labor and Workforce Development Agency (“LWDA”), and on
3 behalf of herself and other current or former Aggrieved Employees, complains and alleges as
4 follows:

5 **INTRODUCTION**

6 1. This is a representative action brought by Plaintiff, as a representative of the State
7 of California and the LWDA, and on behalf of herself and other Aggrieved Employees, to collect
8 civil penalties for Defendants’ Labor Code violations.

9 2. Defendants and employers, STAR H-HR dba STAR STAFFING (“Star Staffing”),
10 BLUE DIAMOND GROWERS (“Diamond Growers”), BLUE DIAMOND GROWERS
11 SERVICES (“Growers Services”), BLUE DIAMOND ALMOND GROWERS (“Almond
12 Growers”), BLUE DIAMOND GROWERS FOUNDATION (“Growers Foundation”), and
13 BLUE DIAMOND GROWERS EXPORT LLC (“Growers Export”), (collectively “Defendants”),
14 violated numerous wage and hour laws with respect to Plaintiff and other Aggrieved Employees
15 by failing to provide, for example: accurate and itemized wages statements, payment for all hours
16 worked (including regular wages and overtime), failure to provide a minimum wage, lawful meal
17 periods, lawful rest periods, timely payment during employment, failure to reimburse for
18 expenses incurred during the course and scope of employment, and payment upon separation of
19 employment.

20 **PARTIES**

21 **The Plaintiff**

22 3. Plaintiff, NEGLYS ORIANA CARRILLO SANCHEZ (hereinafter, “Plaintiff”) is,
23 and at all times herein mentioned was, a resident of California, residing in Sacramento County.

24 4. Aggrieved Employees are all former and/or current non-exempt employees
25 holding various positions and employed by Defendants within California during the relevant time
26 period who were subject to at least one or more of Labor Code violations set forth in this
27 Complaint and in the PAGA Notice dated February 3, 2025 (“Aggrieved Employees”).

28 ///

The Defendants

5. Defendant STAR H-R dba STAR STAFFING (hereinafter, "STAR STAFFING") is a California corporation doing business in California, and at all relevant times mentioned herein, existing, doing business and employing individuals in the Sacramento County, State of California. Plaintiff is informed and believes that STAR STAFFING operates at least one location in Sonoma County located at 3820 Cypress Drive, Suite 2, Petaluma, CA 94954.

6. Defendant BLUE DIAMOND GROWERS (hereinafter, "DIAMOND GROWERS") is a California corporation doing business in California, and at all relevant times mentioned herein, existing, doing business and employing individuals in the County of Sacramento, State of California. Plaintiff is informed and believes that DIAMOND GROWERS operates at least one location in Sacramento County located at 1802 C Street, Sacramento, CA 95811.

7. Defendant BLUE DIAMOND GROWERS SERVICES (hereinafter, "GROWERS SERVICES") is a California corporation doing business in California, and at all relevant times mentioned herein, existing, doing business and employing individuals in the County of Sacramento, State of California. Plaintiff is informed and believes that GROWERS SERVICES operates at least one location in Sacramento County located at 1802 C Street, Sacramento, CA 95811.

8. Defendant BLUE DIAMOND ALMOND GROWERS (hereinafter, "ALMOND GROWERS") is a California corporation doing business in California, and at all relevant times mentioned herein, existing, doing business and employing individuals in the County of Sacramento, State of California. Plaintiff is informed and believes that ALMOND GROWERS operates at least one location in Sacramento County located at 1802 C Street, Sacramento, CA 95811.

9. Defendant BLUE DIAMOND GROWERS FOUNDATION (hereinafter, "GROWERS FOUNDATION") is a California corporation doing business in California, and at all relevant times mentioned herein, existing, doing business and employing individuals in the County of Sacramento, State of California. Plaintiff is informed and believes that GROWERS

1 FOUNDATION operates at least one location in Sacramento County located at 1802 C Street,
2 Sacramento, CA 95811.

3 10. Defendant BLUE DIAMOND GROWERS EXPORT LLC (hereinafter,
4 “GROWERS EXPORT”) is a California limited liability company doing business in California,
5 and at all relevant times mentioned herein, existing, doing business and employing individuals in
6 the County of Sacramento, State of California. Plaintiff is informed and believes that GROWERS
7 EXPORT operates at least one location in Sacramento County located at 1802 C Street,
8 Sacramento, CA 95811.

9 11. STAR STAFFING, DIAMOND GROWERS, GROWERS SERVICES,
10 ALMOND GROWERS, GROWERS FOUNDATION, and GROWERS EXPORT are
11 collectively referred to herein as “Defendants.”

12 12. Plaintiff is informed and thereon alleges that Defendants exercised control over
13 Plaintiff and Aggrieved Employees’ wages, hours, and/or working conditions.

14 13. The true names and capacities, whether individual, corporate, associate, or
15 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
16 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
17 amend this Complaint to insert the true names and capacities of said Defendants when the same
18 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
19 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is
20 therefore liable to Plaintiff as alleged hereinafter.

21 14. Plaintiff is informed and believes, and based thereupon alleges, that at all times
22 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
23 supervisors, conspirators, parent corporation, joint employers, successors, alter ego, and/or joint
24 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were
25 acting at least in part within the course and scope of said agency, employment, conspiracy, joint
26 employment, alter ego status, and/or joint venture and with the permission and consent of each of
27 the other Defendants.

28 15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,

1 and each of them, including those Defendants named DOES 1-50, acted in concert with one
2 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
3 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
4 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
5 each of them, including those Defendants named as DOES 1-50, formed and executed a
6 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
7 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
8 to and actually causing Plaintiff harm.

9 16. Whenever and wherever reference is made in this Complaint to any act or failure
10 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
11 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

12 **JURISDICTION AND VENUE**

13 17. Venue is proper in Sacramento County because Defendants either maintain its
14 locations and/or transacts business in this county, the obligations and liability primarily arise in
15 this county, and work was primarily performed by Plaintiff and other Aggrieved Employees in
16 this county.

17 18. The California Superior Court has jurisdiction over this matter. PAGA penalties
18 cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal.
19 Further, there is no federal question at issue as the issues herein are based solely on California
20 statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare
21 Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

22 **GENERAL ALLEGATIONS**

23 19. STAR STAFFING is in the business of staffing and recruiting talent. DIAMOND
24 GROWERS, GROWERS SERVICES, GROWERS FOUNDATION, ALMOND GROWERS,
25 and GROWERS EXPORT are in the business of processing and marketing almonds. Defendants
26 employed Plaintiff and Aggrieved Employees in California during the relevant PAGA period.
27 Aggrieved Employees are all former and/or current non-exempt employees holding various
28 positions and employed by Defendants within California during the relevant time period who

1 were subject to at least one or more Labor Code violations set forth in this Complaint and in the
2 PAGA Notice dated February 3, 2025.

3 20. Plaintiff was employed by Defendants as an almond “packer” from approximately
4 October 16, 2024 to November 7, 2024. Plaintiff’s primary duties included packing, weighing,
5 and storing almonds.

6 21. The position required Plaintiff to work more than 8 hours a day and/or 40 hours
7 per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not
8 paid for minimum wage or overtime pay for all compensable time worked, including off-the-
9 clock work. Plaintiff and Aggrieved Employees were not compensated for this off-the-clock
10 work.

11 22. Plaintiff and Aggrieved Employees were also not paid their correct overtime
12 wages at their correct regular rate of pay because Defendants failed to factor non-discretionary
13 bonuses and compensation into Plaintiff and Aggrieved Employees’ regular rate of pay for
14 purposes of calculating overtime.

15 23. Plaintiff and Aggrieved Employees were subject to not having all of their
16 compensable work time recorded. Not all of Plaintiff and Aggrieved Employees’ compensable
17 work time spent under the control of Defendants was accounted for and compensated.
18 Specifically, Plaintiff is informed and believes that Defendants (1) adjusted clock in and clock
19 out times to the disadvantage of Plaintiff and other Aggrieved Employees by rounding up clock-
20 in times when Plaintiff and Aggrieved Employees clocked-in before the scheduled start of their
21 respective shifts and rounded down clock-out times when Plaintiff and Aggrieved Employees
22 worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and
23 Aggrieved Employees to continue working when ostensibly on duty-free meal periods, or
24 requiring them to return to work before the end of their thirty-minute meal periods but prohibiting
25 them from clocking back in until the legally required thirty-minute mark.

26 24. Based on information and belief, Plaintiff believes she and Aggrieved Employees
27 were also not being reimbursed for all necessary expenses incurred in the performance of their
28 job duties including and washing and maintaining of company uniforms with company logos.

1 25. Defendants failed to authorize and permit all required meal and rest periods for
2 Plaintiff and Aggrieved Employees because, upon information and belief, Defendants maintained
3 unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendants
4 regularly did not staff enough employees to provide sufficient coverage to maintain their business
5 operations so Plaintiff and Aggrieved Employees could not both complete their assigned daily
6 duties and take complete, timely and uninterrupted meal and rest breaks. Defendants prioritized
7 completion of daily duties and customer satisfaction ahead of meal and rest period compliance.
8 Defendants failed to provide Plaintiff and Aggrieved Employees with an additional hour of
9 premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor
10 Code section 226.7.

11 26. As a result of the violations described above, Plaintiff and Aggrieved Employees
12 experienced collateral or derivative violations. Specifically, Defendants failed to provide Plaintiff
13 and Aggrieved Employees accurate itemized wage statements in writing in compliance with
14 Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for all
15 wages owed at the time employment with Defendants had ended.

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

22 28. For all provisions of the Labor Code except those for which a civil penalty is
23 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendants a
24 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
25 initial violation, and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
26 for each subsequent pay period if certain conditions are met.

27 29. Defendants' conduct during the PAGA period with respect to Plaintiff and
28 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

1 30. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and
2 hour violations under the California Labor Code and IWC Wage Orders.

3 31. At all relevant times herein, Defendants employed Plaintiff and Aggrieved
4 Employees who were subject to the employment policies described herein, in whole or in part,
5 and therefore suffered at least one or more of the violations set forth herein.

6 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
7 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
8 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
9 were not receiving all wages earned for work that was required to be performed. In violation of
10 the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved
11 Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and Aggrieved
12 Employees all earned minimum, regular, and/or overtime compensation.

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

23 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
24 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
25 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
26 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In
27 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
28 of not providing timely rest periods. Defendants failed to pay an additional hour of pay to Plaintiff

1 and Aggrieved Employees for each rest periods were not provided or was interrupted. As a result
2 of Defendants' unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive
3 all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
4 Employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-
5 duty rest period.

6 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
7 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
8 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
9 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
10 time periods, upon separation of employment.

11 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
12 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
13 wage statements that accurately showed their actual hours worked, total hours worked, number
14 of hours worked at each hourly rate, gross and net wages earned, and correct employer
15 information in accordance with California law. As a result of the wage violations specified above,
16 and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with
17 accurate itemized wage statements that accurately reported their gross and net wages earned, total
18 hours worked, each applicable rate of pay in effect during the pay period with the corresponding
19 number of hours worked, and the address of the legal entity that is the employer, among other
20 things.

21 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Defendants were required to maintain accurate records of the hours
23 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed
24 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
25 off-the-clock and/or unfair rounding practices, among other things.

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1 **FIRST CAUSE OF ACTION**

2 **(Civil Penalties Under the Private Attorneys General Act,**

3 **Labor Code § 2699 et seq., for Violations of the Labor Code)**

4 38. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
5 Complaint as if set forth in full herein.

6 39. By this Complaint, Plaintiff brings this case as a representative action seeking
7 penalties for herself, the Aggrieved Employees, and the State of California in a representative
8 capacity, as provided by the PAGA, Labor Code sections 2698 *et seq.* Plaintiff is an Aggrieved
9 Employee who was employed by Defendants and subject to at least one of the Labor Code
10 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
11 his or her notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203,
12 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198
13 and 2802.

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

18 41. Prior to filing this Complaint, on or about February 3, 2025, Plaintiff gave written
19 notice of the specific provisions alleged to have been violated, including the facts and theories to
20 support the alleged violations, as required by Labor Code section 2699.3 to Defendants. The
21 written notice was given via certified mail to Defendants, and the LWDA by electronically filing
22 the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case
23 number.

24 42. The LWDA has not provided Plaintiff with any notice that it intends to investigate
25 the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since
26 the postmark date on the latter notice.

27 43. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
28 of this code that provides for a civil penalty to be assessed and collected by the Labor and

1 Workforce Development Agency...for a violation of this code, may, as an alternative, be
2 recovered through a civil action brought by an Aggrieved Employee on behalf of himself or
3 herself and other current or former employees pursuant to the procedures specified in Section
4 2699.3.”

5 44. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil
6 penalties for Defendant’s Labor Code violations.

7 **First Violation**

8 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

9 45. Under California Labor Code §512(a), “An employer may not employ an
10 employee for a work period of more than five hours per day without providing the employee with
11 a meal period of not less than 30 minutes, except that if the total work period per day of the
12 employee is no more than six hours, the meal period may be waived by mutual consent of both
13 the employer and employee.”

14 46. Defendants violated Labor Code § 512 by failing to provide Plaintiff and
15 Aggrieved Employees who worked shifts of greater than five hours, uninterrupted, complete,
16 and/or timely meal periods within the first five hours of the shifts worked. Defendants,
17 furthermore, did not provide the requisite second meal period after working more than 10 hours.

18 47. Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff’s regular rate of
19 pay for each day. Defendants failed to provide a meal period in compliance with section 512.

20 **Second Violation**

21 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

22 48. Under California Labor Code §226.7(b), “An employer shall not require an
23 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
24 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

25 49. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
26 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
27 of each work period. The authorized rest period time shall be based on the total hours worked
28 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

50. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to take rest periods and mandated by the Wage Order.

51. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

52. Defendants failed to pay Plaintiff and Aggrieved Employees who were not provided rest periods one hour of pay at their regular rate of pay.

Third Violation

**(Failure to Provide Complete and Accurate Wage Statements,
in Violation of Labor Code Section 226)**

53. Under California Labor Code §226(a), an employer is legally obligated to provide its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement in writing...”

54. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Fourth Violation

(Failure to Pay Minimum Wages)

55. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

56. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Fifth Violation

(Failure to Pay Overtime Wages)

57. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an employer is required to compensate employees for all overtime, which is calculated at one and

one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

58. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Sixth Violation

(Failure to Timely Pay Wages During Employment)

59. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, an employer is required to pay its employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, Defendants were required to pay their employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

60. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Seventh Violation

(Failure to Pay All Wages Due to Discharged and Quitting Employees)

61. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

62. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties

for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Eighth Violation

Failure to Reimburse Business Expenses in Violation of Labor Code § 2802

(Against all Defendants and DOES 1 to 50, inclusive)

63. Labor Code § 2802 provides that an 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, or of his or her obedience to the directions of the employer.

64. Defendants failed to indemnify and reimburse Plaintiff for all necessary expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's job duties.

65. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses incurred as a result of discharging his or her duties, including interest.

66. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

PRAYER FOR RELIEF

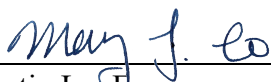
WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

Dated: July 2, 2025

WORK LAWYERS PC


Justin Lo, Esq.
May T. To, Esq.
Attorneys for Plaintiff NEGLYS ORIANA
CARRILLO SANCHEZ and Aggrieved
Employees