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Attorneys for Plaintiff DANIELLE Y. NAMBIAR, 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 LOS ANGELES

DANIELLE Y. NAMBIAR, on behalf of
herself and all other Aggrieved Employees,

Plaintiff,

v.

NORWALK TOYOTA, a business
organization, form unknown; ENVISION
TOYOTA OF NORWALK, a business
organization, form unknown; ENVISION
MOTORS HOLDINGS, LLC, a Delaware
limited liability company; ENVISION
MOTORS INVESTMENTS TOY WC, LLC, a
Delaware limited liability company;
ENVISION MOTORS INVESTMENTS, LLC,
a Delaware limited liability company;
ENVISION MOTORS MANAGEMENT, LLC,
a Delaware limited liability company;
ENVISION MOTORS REH, LLC, a Delaware
limited liability company; JAGUAR LAND
ROVER CERRITOS, a business organization,
form unknown; and DOES 1- 50, inclusive,

Defendants.

Case No. **25STCV18376**

COMPLAINT

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

1 Plaintiff, DANIELLE Y. NAMBIAR, (“Plaintiff”), as a representative of the State of
2 California and the Labor and Workforce Development Agency (“LWDA”), and on behalf of
3 herself and other current or former Aggrieved Employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of herself and other Aggrieved Employees, to collect
7 civil penalties for Defendants’ Labor Code violations. Defendants and employers NORWALK
8 TOYOTA; ENVISION TOYOTA OF NORWALK; ENVISION MOTORS HOLDINGS, LLC;
9 ENVISION MOTORS INVESTMENTS TOY WC, LLC; ENVISION MOTORS
10 INVESTMENTS, LLC; ENVISION MOTORS MANAGEMENT, LLC; ENVISION MOTORS
11 REH, LLC; JAGUAR LAND ROVER CERRITOS and DOES 1 to 50 (collectively,
12 “Defendants”), violated numerous wage and hour laws with respect to Plaintiff and other
13 Aggrieved Employees by failing to provide, for example: accurate and itemized wages
14 statements, payment for all hours worked (including regular wages and overtime), failure to
15 provide a minimum wage, lawful meal periods, lawful rest periods, timely payment during
16 employment, failure to reimburse for expenses incurred during the course and scope of
17 employment, and payment upon separation of employment.

18 **PARTIES**

19 **The Plaintiff**

20 2. Plaintiff is, and at all times herein mentioned was, a resident of California,
21 currently residing in Los Angeles County.

22 3. Aggrieved Employees are all former and/or current non-exempt employees
23 holding various positions and employed by Defendants within California during the relevant
24 time period who may have been subject to at least one or more Labor Code violations set forth
25 in the PAGA Notices dated April 14, 2025. (“Aggrieved Employees”).

26 **The Defendants**

27 4. Defendant NORWALK TOYOTA, a business organization, form unknown, is at
28 all relevant times mentioned herein, existing, doing business, and employing individuals in the

County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.

5. Defendant ENVISION TOYOTA OF NORWALK, a business organization, form unknown, is, at all relevant times mentioned herein, existing, doing business, and employing individuals in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.

6. Defendant ENVISION MOTORS HOLDINGS, LLC, a Delaware limited liability company is, at all relevant times mentioned herein, existing, doing business, and employing individuals in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.

7. Defendant ENVISION MOTORS INVESTMENTS TOY WC, LLC, a Delaware limited liability company is, at all relevant times mentioned herein, existing, doing business, and employing individuals in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.

8. Defendant ENVISION MOTORS INVESTMENTS, LLC, a Delaware limited liability company, is, at all relevant times mentioned herein, existing, doing business, and employing individuals in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.

9. Defendant ENVISION MOTORS MANAGEMENT, LLC, a Delaware limited liability company, is, at all relevant times mentioned herein, existing, doing business, and employing individuals in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages,

1 hours, and working conditions.

2 10. Defendant ENVISION MOTORS REH, LLC, a Delaware limited liability
3 company, is, at all relevant times mentioned herein, existing, doing business, and employing
4 individuals in the County of Los Angeles, State of California. Plaintiff is informed and thereon
5 alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours,
6 and working conditions.

7 11. Defendant JAGUAR LAND ROVER CERRITOS, a business organization, form
8 unknown, is, at all relevant times mentioned herein, existing, doing business, and employing
9 individuals in the County of Los Angeles, State of California. Plaintiff is informed and thereon
10 alleges that Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours,
11 and working conditions.

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

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

26 14. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
27 and each of them, including those Defendants named DOES 1-50, acted in concert with one
28

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

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

11 **JURISDICTION AND VENUE**

12 16. Venue is proper in Los Angeles County, because Defendants maintain their
13 locations and transact business in this county, the obligations and liability primarily arise in this
14 county, and work was primarily performed by Plaintiff and other Aggrieved Employees in this
15 county.
16

17 17. The California Superior Court has jurisdiction over this matter. The individual
18 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
19 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
20 amount required for diversity removal. Further, there is no federal question at issue as the issues
21 herein are based solely on California statutes and law, including, but not limited to, the California
22 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
23 and California Rules of Court.

24 **GENERAL ALLEGATIONS**

25 18. Defendants operate a full-service Toyota dealership in Norwalk, California.
26 Defendants employed Plaintiff and Aggrieved Employees in California during the relevant
27 PAGA period. Aggrieved Employees are all former and/or current non-exempt employees
28 holding various positions and employed by Defendants within California during the relevant

1 time period who may have been subject to at least one or more Labor Code violations set forth
2 in the PAGA Notices dated April 14, 2025.

3 19. Plaintiff was employed by Defendants as a DMV clerk from about July 24, 2024,
4 through December 15, 2024. Plaintiff's primary duties included processing DMV title transfers
5 and vehicle registrations, including posting applicable fees. Duties also included traveling to
6 various DMV offices to complete title transfers.

7 20. The position required Plaintiff to work more than 8 hours a day and/or 40 hours
8 per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not
9 paid for minimum wages and overtime for compensable work time spent under the control of
10 Defendants, including off-the-clock work, which was in excess of regularly scheduled, eight-
11 hour daily shifts.

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

25 22. Based on information and belief, Plaintiff believes she and Aggrieved Employees
26 were also not reimbursed for all necessary expenses incurred in the performance of their job
27 duties. Specifically, Defendants required Plaintiff and Aggrieved Employees, regardless of
28 classification, to use their personal cellular telephones to communicate with colleagues and

1 supervisors in the course of performing their respective duties but failed to reimburse them for
2 use of the personal cellular devices nor the consumption of personal calling. Specifically,
3 Plaintiff used their telephone to communicate with colleagues and customers. Plaintiff was also
4 required to use her personal vehicle to travel to various DMV locations to perform work-related
5 duties. Defendant failed to fully reimburse her for the mileage incurred.

6 23. Defendant failed to authorize and permit all required meal and rest periods for
7 Plaintiff and Aggrieved Employees because, upon information and belief, Defendants
8 maintained unlawful meal/rest period policies and practices. In order to curtail labor costs,
9 Defendants regularly failed to staff enough employees to provide sufficient coverage to maintain
10 their business operations so Plaintiff and Aggrieved Employees could not both complete their
11 assigned daily duties and take complete, timely and uninterrupted meal and rest breaks.
12 Defendants prioritized completion of daily duties and customer satisfaction ahead of meal and
13 rest period compliance. Defendants failed to provide Plaintiff and Aggrieved Employees with an
14 additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as
15 required by Labor Code section 226.7.
16

17 24. As a result of the violations described above, Plaintiff and Aggrieved Employees
18 experienced collateral or derivative violations. Specifically, Defendants failed to provide
19 Plaintiff and Aggrieved Employees accurate itemized wage statements in writing in compliance
20 with Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for
21 all wages owed at the time employment with Defendants had ended.

22 25. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
23 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
24 departments, divisions, commissions, boards, agencies or employees for violation of the code
25 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
26 behalf of herself and other current or former employees pursuant to the procedures specified in
27 Labor Code section 2699.3.
28

26. For all provisions of the Labor Code except those for which a civil penalty is

specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

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

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

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

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

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

1 rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

2 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
4 required rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
5 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest
6 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
7 and policy of not providing timely rest periods. Defendants failed to pay an additional hour of
8 pay to Plaintiff and Aggrieved Employees for each rest periods were not provided or was
9 interrupted. As a result of Defendants' unlawful policy and practice, Plaintiff and Aggrieved
10 Employees did not receive all required rest periods or payment of one (1) additional hour of pay
11 at Plaintiff's and Aggrieved Employees' regular rate of pay when they did not receive a timely,
12 uninterrupted 10 minute off-duty rest period.

13 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and certain Aggrieved Employees were entitled to
15 timely payment of wages due upon separation of employment. In violation of the Labor Code,
16 Plaintiff and certain Aggrieved Employees did not receive payment of all wages due, within
17 permissible time periods, upon separation of employment.

18 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
20 itemized wage statements that accurately showed their actual hours worked, total hours worked,
21 number of hours worked at each hourly rate, gross and net wages earned, and correct employer
22 information in accordance with California law. As a result of the wage violations specified
23 above, and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided
24 with accurate itemized wage statements that accurately reported their gross and net wages
25 earned, total hours worked, each applicable rate of pay in effect during the pay period with the
26 corresponding number of hours worked, and the address of the legal entity that is the employer,
27 among other things.
28

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

FIRST CAUSE OF ACTION

**(Civil Penalties Under the Private Attorneys General Act,
Labor Code § 2699 et seq., For Violations of the Labor Code)**

36. Plaintiff realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully alleged herein.

37. By this complaint, Plaintiff brings this case as a representative action seeking penalties for herself, the Aggrieved Employees, and the State of California in a representative capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an Aggrieved Employee who was employed by Defendants and subject to at least one of the Labor Code violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in their notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1194, 1197, 1197.1, 1198, 2800, and 2802.

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

39. Prior to filing this complaint, on April 14, 2025, Plaintiff gave written notice of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3 to Defendants. The written notice was sent via certified mail to Defendant, and the LWDA by electronically filing the notice via the Department of Industrial Relations website.

40. The LWDA has not provided Plaintiff with any notice that it intends to investigate

1 the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since
2 the postmark date on the latter notice.

3 41. California Labor Code §§ 2698-2699.5, in relevant part provides, "any provision
4 of this code that provides for a civil penalty to be assessed and collected by the Labor and
5 Workforce Development Agency...for a violation of this code, may, as an alternative, be
6 recovered through a civil action brought by an Aggrieved Employee on behalf of himself or
7 herself and other current or former employees pursuant to the procedures specified in Section
8 2699.3."

9 42. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil
10 penalties for Defendant's Labor Code violations.

11 **First Violation**

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

13 43. Under California Labor Code §512(a), "An employer may not employ an
14 employee for a work period of more than five hours per day without providing the employee
15 with a meal period of not less than 30 minutes, except that if the total work period per day of the
16 employee is no more than six hours, the meal period may be waived by mutual consent of both
17 the employer and employee."

18 44. Defendants violated Labor Code § 512 by failing to provide Plaintiff and
19 Aggrieved Employees who worked shifts of greater than five hours, with uninterrupted and/or
20 timely meal periods within the first five hours of the shifts worked. Defendants, furthermore, did
21 not provide the requisite second meal period after working more than 10 hours.

22 45. Defendants failed to pay Plaintiff one hour's pay at Plaintiff's regular rate of pay
23 for each day Defendant failed to provide a meal period in compliance with section 512.

24 **Second Violation**

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

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

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

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

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

12 50. Defendants failed to pay Plaintiff and Aggrieved Employees who were not
13 provided rest periods one hour of pay at their regular rate of pay.
14

15 **Third Violation**

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

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

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

24 **Fourth Violation**

25 **(Failure to Pay Overtime Wages)**

26 53. Pursuant to California Labor Code §§ 510, 1194, and the IWC Wage Orders, an
27 employer is required to compensate employees for all overtime, which is calculated at one and
28 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per

1 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
2 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
3 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
4 any workweek.

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

8 **Fifth Violation**

9 **(Failure to Pay Minimum Wages)**

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

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

16 **Sixth Violation**

17 **(Failure to Timely Pay Wages During Employment)**

18 57. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, an employer is required to pay its employees between the
20 16th and 26th day of the month during which the labor was performed. Labor Code § 204 also
21 provides that for all labor performed between the 16th and 26th days of any calendar month,
22 Defendant was required to pay their employees between the 1st and 15th day of the following
23 calendar month. In addition, Labor Code § 204 provides that all wages earned for labor in excess
24 of the normal work period shall be paid no later than the payday of the next regular payroll
25 period.
26

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

1 Labor Code § 2699.

2 **Seventh Violation**

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

4 59. Pursuant to California Labor Code §§ 201, 202, and 203, Defendant is required
5 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
6 201 mandates that if an employer discharges an employee, the employee's wages accrued and
7 unpaid at the time of discharge are due and payable immediately.

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

11 **Eighth Violation**

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

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

14 61. Labor Code § 2802 provides that an employer shall indemnify his or her
15 employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
17 the employer.

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

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

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

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1 **PRAYER FOR RELIEF**

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

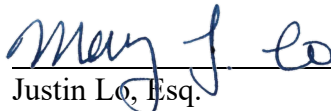
- 3 1. For penalties in an amount according to proof;
- 4 2. For reasonable attorney's fees and costs pursuant to PAGA; and
- 5 3. For such other and further relief as this Court may deem just and proper.
- 6

7 Respectfully Submitted,

8 Dated: June 25, 2025

WORK LAWYERS PC

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11 Justin Lo, Esq.

12 May T. To, Esq.

13 Attorneys for Plaintiff

14 DANIELLE Y. NAMBIAR

15 and Aggrieved Employees

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