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Attorneys for Plaintiff,
JONATHON TELLEZ

IN THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

JONATHON TELLEZ, an individual, on
behalf of all others similarly situated, and as
an aggrieved employee, on behalf of all other
aggrieved employees,

Plaintiffs,

v.

ALLIANCE GROUND INTERNATIONAL,
LLC, a California limited liability company;
and DOES 1 through 20 inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Case No. **25STCV12647**

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO INDEMNIFY
NECESSARY EXPENDITURES IN
VIOLATION OF LABOR CODE §
2802;**
- 2. CIVIL PENALTIES PURSUANT TO
LABOR CODE §§ 2698, *ET SEQ.*;**
- 3. UNFAIR COMPETITION IN
VIOLATION OF BUSINESS &
PROFESSIONS CODE §§ 17200, *ET
SEQ.***

Jury Trial Demanded

1 1. Plaintiff JONATHON TELLEZ, on behalf of himself and all others similarly
2 situated, and as an aggrieved employee on behalf of all other aggrieved employees, is informed
3 and believes and thereon alleges as follows:

4 **PARTIES, VENUE, & JURISDICTION**

5 2. This Class Action is brought pursuant to Code of Civil Procedure section 382 to
6 recover unreimbursed business expenditures and all other available relief on behalf of
7 Plaintiff and all similarly situated current and former non-exempt, hourly-paid employees of
8 Defendants.

9 3. This is an enforcement action brought pursuant to the Private Attorneys General
10 Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”), to recover civil penalties and
11 any other available relief on behalf of Plaintiff, the State of California, and other current and
12 former aggrieved employees of Defendants against whom one or more Labor Code violations,
13 or any provision in the applicable Industrial Welfare Commission (“IWC”) Wage Orders,
14 were committed, as set forth in this Complaint.

15 4. On October 23, 2023, Plaintiff JONATHON TELLEZ began working as a
16 Ground Service Equipment Mechanic (“GSE Mechanic”) for Defendants ALLIANCE
17 GROUND INTERNATIONAL, LLC (“AGI”), a California limited liability company, and
18 DOES 1 through 20 inclusive. Defendant AGI is a ground handling company providing cargo
19 handling and security services at Los Angeles International Airport (“LAX”). Upon
20 information and belief, AGI has locations at over sixty (60) airports and employs over 12,000
21 individuals nationwide.

22 5. Plaintiff JONATHON TELLEZ was at all times relevant hereto a resident of
23 Garden Grove, California.

24 6. At all relevant times herein, Defendant ALLIANCE GROUND
25 INTERNATIONAL was a California limited liability corporation with its California office
26 located at 6851 West Imperial Highway, Los Angeles, CA 90045.

27 7. Venue is proper pursuant to California Civil Procedure Code sections 395(a) and
28 395.5 because this suit was filed in the county where the liability arises, where the breach

1 occurred, and where Defendants resided at the commencement of this Action.

2 8. The true names and capacities, whether individual, corporate, associate, or
3 otherwise, of the Defendants named herein as DOES 1 through 20, inclusive, are unknown to
4 Plaintiff at this time, and therefore, these Defendants are sued by such fictitious names.
5 Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of
6 these Defendants when they become known to Plaintiff. Plaintiff is informed and believes and
7 based thereupon alleges, that each of the fictitiously named Defendant is responsible for the
8 wrongful acts alleged herein and therefore liable to Plaintiff as alleged hereinafter.

9 9. Plaintiff is informed and believes and based thereupon alleges, that at all times
10 relevant hereto, Defendants, including those named as DOES 1 through 20, were the agents,
11 employees, managing agents, supervisors, coconspirators, parent corporation, joint employers,
12 alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in
13 doing the things alleged herein, were acting at least in part within the course and scope of said
14 agency, employment, conspiracy, joint employer, alter ego status, successor status, and/or joint
15 venture, and with the permission and consent of each of the other Defendants.

16 10. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
17 including those named as DOES 1 through 20, acted in concert with one another to commit
18 the wrongful acts alleged herein, and aided, abetted, incited, compelled, and/or coerced one
19 another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further
20 informed and believes, and based thereupon alleges, that Defendants, including those named
21 as DOES 1 through 20, formed and executed a conspiracy or common plan pursuant to which
22 they would commit the unlawful acts alleged herein, with all such acts alleged herein done as
23 part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff's harm.

24 11. Whenever and wherever reference is made in this Complaint to any act or failure
25 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed
26 to mean the acts and/or failures to act by each Defendant, including those named as DOES 1
27 through 20, acting individually, jointly and severally.

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13. Plaintiff Tellez worked as a Ground Service Equipment Mechanic (“GSE Mechanic”) for AGI, and his job duties included repairing, servicing, and maintaining ground support vehicles and cargo equipment at LAX.

15. “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” LAB. CODE § 1197; *see also* Indus. Welfare Comm’n Wage Order Nos. 4–2001, ¶ 4; CAL. CODE REGS. tit. 8, § 11040, ¶ 4.

16. When tools or equipment are “required by the employer or are necessary to the performance of a job” and such tools and equipment are not provided and maintained by the employer, “employees are entitled to wages at least two (2) times the minimum wage set by the corresponding wage order.” Indus. Welfare Comm’n Wage Order No. 4-2001, ¶ 9(B). Thus, if employees are not reimbursed for all necessary expenses incurred while in service of their employer per Labor Code section 2802(a), they must be paid wages sufficient to “provide and maintain hand tools and equipment customarily required by the trade or craft.” *Id.*

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1 17. The applicable minimum wage rates set by the California legislature for
2 employers with more than twenty-six (26) employees are as follows:

Indus. Welfare Comm’n Wage Order No. 4-2001, ¶ 4 <i>Regulating Wages, Hours, & Working Conditions in</i> TECHNICAL, MECHANICAL, & SIMILAR OCCUPATIONS	
Year	Minimum Wage Rates (<i>per hour</i>)
2023	\$15.50
2024	\$16
§ 9(B): Rates for Employees “required to provide and maintain hand tools and equipment”	
2023	\$31
2024	\$32

11 18. During 2023 and 2024 when Plaintiff Tellez worked for AGI, he was paid \$18.78
12 per hour for regular wages until July 2024 and \$19.28 per hour thereafter. Mr. Tellez was
13 additionally paid “fringe” time at \$5.95 per hour until July 2024 and \$3.32 per hour thereafter.
14 Even when combining the fringe and regular hourly rates, \$24.73 and \$22.60 per hour,
15 respectively, are below the legal minimum wage set for employees required to provide and
16 maintain their own equipment like Mr. Tellez and the other technicians working for AGI.
17 Further, Mr. Tellez’s wage statements reflected no reimbursements from AGI during his
18 employment.

19 19. “An employer shall indemnify his or her employee for all necessary
20 expenditures or losses incurred by the employee in direct consequence of the discharge of his
21 or her duties, or of his or her obedience to the directions of the employer, even though
22 unlawful, unless the employee, at the time of obeying the directions, believed them to be
23 unlawful.” LAB. CODE § 2802.

24 20. Mr. Tellez and the other technicians are required to supply their own tools
25 because AGI does not provide a sufficient quantity of tools and equipment necessary for every
26 mechanic to perform their job. AGI’s location at LAX does not have a toolbox stocked with
27 the necessary tools for all technicians to perform their jobs. As such, mechanics are required
28 to incur tool expenditures in direct consequence of their duties to AGI, which AGI has not

1 reimbursed.

2 21. By requiring mechanics to supply and maintain their own tools, AGI has a
3 corresponding responsibility to pay mechanics at least double minimum wages per Indus.
4 Welfare Comm'n Wage Order No. 4-2001 **or** reimburse mechanics for all necessary
5 expenditures incurred while discharging their duties per Labor Code section 2802(a). In failing
6 to do either, AGI is in violation of the Labor Code.

7 **CLASS ACTION ALLEGATIONS**

8 22. Plaintiff's proposed Class consists of:

9 **All persons who worked for Defendants as non-exempt, hourly-paid**
10 **employees in California, within four (4) years prior to the filing of the**
11 **initial complaint until the date of trial ("Class").**

12 23. Plaintiff's proposed subclass consists of:

13 **All persons who worked for Defendants as non-exempt, hourly-paid**
14 **employees in California and who received at least one (1) wage statement**
15 **within one (1) year prior to the filing of the initial complaint until the**
16 **date of trial ("Subclass").**

17 24. Members of the Class and Subclass are referred to herein as "Class."

18 25. Plaintiff reserves the right to redefine the Class and to add additional subclasses
19 as appropriate based on further investigation and discovery.

20 26. At all relevant times, Defendants had a common and consistent policy and
21 practice of failing to reimburse for necessary business expenditures in violation of the Labor
22 Code and Indus. Welfare Comm'n Wage Orders.

23 27. There is a well-defined community of interest in the litigation and the class
24 members are readily ascertainable:

25 28. **Numerosity:** The members of the Class are sufficiently numerous that joinder
26 of all members is impracticable. The membership of the entire Class is unknown to Plaintiff
27 at this time. However, the Class is estimated to be greater than 100 individuals and the identity
28 of such membership is readily ascertainable by inspection of Defendants' employment

1 records.

2 29. **Commonality:** There are questions of law and fact common to the Class that are
3 answerable on a common basis, and these questions predominate over individual questions.

4 The questions of law and fact common to the Class include, without limitation:

- 5 a. Whether Defendants failed to reimburse Plaintiff and Class
6 Members for necessary business expenditures, losses incurred by
7 them in direct consequence of the discharge of their duties or
8 obedience to the directions of the employer;
- 9 b. Whether Defendants engaged in unlawful and unfair business
10 practices in violation of California Business & Professions Code
11 §§ 17200, *et seq.*; and
- 12 c. The appropriate amount of damages, restitution, or monetary
13 penalties resulting from Defendants' violations of California law.

14 30. **Typicality:** Plaintiff's claims are typical of the claims of the Class they seeks to
15 represent. As set forth herein, Defendants' common course of conduct causes Plaintiff and
16 similarly situated persons employed by Defendants the same or similar injuries and damages.
17 Plaintiff's claims are thereby representative of and co-extensive with the claims of the Class.

18 31. **Adequacy:** Plaintiff will fairly and adequately represent the interests of all
19 members of the Class they seeks to represent. Plaintiff is members of the Class they seeks to
20 represent, does not have any conflicts of interest with the Class, will prosecute the case
21 vigorously on behalf of the Class, and has already devoted time and resources to the initial
22 investigation of these claims. Plaintiff's attorney is competent and experienced in litigating
23 employment actions, including wage and hour class actions.

24 32. **Superiority of Class Action:** A class action is superior to other available
25 methods for the fair and efficient adjudication of this controversy. In particular, Plaintiff is
26 informed and believes that some Class Members may be unwilling to bring individual lawsuits
27 for fear of retaliation by Defendants. Because the damages suffered by certain individual
28 members of the Class may be relatively small, the expense and burden of individual litigation

1 make it impracticable for Class Members to pursue their claims separately. Each member of
2 the Class has been damaged and is entitled to recovery by reason of Defendants' illegal,
3 fraudulent and unfair employment practices and policies. Class action treatment will allow
4 those similarly situated persons to litigate their claims in the manner that is most efficient and
5 economical for the parties and the judicial system. Class action treatment will also avoid
6 inconsistent outcomes because the same issues can be adjudicated in the same manner for all
7 members of the Class.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO INDEMNIFY NECESSARY EXPENDITURES**

10 **IN VIOLATION OF LABOR CODE § 2802**

11 **(AGAINST ALL DEFENDANTS)**

12 33. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs
13 as though fully set forth herein.

14 34. An employer shall indemnify his or her employee for all necessary expenditures
15 or losses incurred by the employee in direct consequence of the discharge of his or her duties,
16 or of his or her obedience to the directions of the employer.

17 35. At all times relevant herein, Class Members have been required by Defendants
18 to purchase tools, and in fact did purchase tools in order to perform their duties.

19 36. At all times relevant herein, Defendants have had a uniform practice and policy
20 of paying their employees less than twice the minimum wage in contravention of the applicable
21 Indus. Welfare Comm'n Wage Orders and California Labor Code sections 1182, 1194, 1194.2,
22 and 1197.

23 37. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
24 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their
25 failure to indemnify the Class for the reasonable expenses they incurred in the course of
26 performing their duties. Specifically, Plaintiff is informed and believes and thereon alleges
27 that at all relevant times, Defendants have not reimbursed Class Members for the purchase of
28 their tools.

1 38. As a result of the foregoing, all members of the Class are entitled to recover all
2 sums incurred by them for the purchase of the tools that were necessary for the performance
3 of their jobs and which they were required to purchase in an amount according to proof at trial.

4 39. As a result of the foregoing, Class members are further entitled to an award of
5 interest at the same rate as judgments in civil actions, accruing from the date on which they
6 incurred the necessary expenditures or losses, and all reasonable costs, including attorney's
7 fees incurred by them for enforcing the rights granted by Labor Code section 2802.

8 **SECOND CAUSE OF ACTION**
9 **CIVIL PENALTIES IN VIOLATION OF**
10 **LABOR CODE §§ 2699, *ET SEQ.***
11 **(AGAINST ALL DEFENDANTS)**

12 40. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs
13 as though fully set forth herein.

14 41. Under Labor Code §§ 2698, *et seq.*, Plaintiff Tellez, as a aggrieved employee,
15 may bring an action against defendants, on behalf of themselves and other current or former
16 employees, seeking civil penalties for defendants' violations of the California Labor Code.

17 42. Plaintiff was a aggrieved employee within the meaning of Labor Code §§ 2698,
18 *et seq.* by virtue of the numerous Labor Code violations he was subjected to as plead herein.

19 43. Defendants also subjected the aggrieved employees on whose behalf Plaintiff
20 brings this enforcement action to all of the Labor Code violations plead herein, including
21 failing to reimburse for necessary business expenditures in violation of Labor Code section
22 2802.

23 44. On September 4, 2024, Plaintiff provided written notice by online filing with the
24 Labor & Workforce Development Agency ("LWDA") and by certified mail to Defendants of
25 the specific provisions of the Labor Code alleged to have been violated, including the facts
26 and theories to support the alleged violation, as required by Labor Code section
27 2699.3(a)(1)(A).

28 45. As of the filing of this Complaint, Plaintiff has received no notice from the

1 LWDA of its intent to pursue an action against Defendants.

2 46. As a direct and proximate result of Defendants' California Labor Code violations
3 as set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee
4 per pay period for the initial violation, and \$200 for each aggrieved employee per pay period
5 for each subsequent violation, pursuant to Labor Code section 2699(f), for those Labor Code
6 sections not expressly providing for a penalty, and civil penalties provided by the specific
7 Labor Code sections that do expressly provide for a penalty.

8 47. Plaintiff is also entitled to reasonable attorney's fees and costs, and twenty-five
9 percent (25%) of the recovered civil penalties.

10 **THIRD CAUSE OF ACTION**
11 **UNFAIR COMPETITION IN VIOLATION OF**
12 **BUSINESS & PROFESSIONS CODE §§ 17200, *ET SEQ.***
13 **(AGAINST ALL DEFENDANTS)**

14 48. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs
15 as though fully set forth herein.

16 49. Defendants are a "person" as defined by California Business & Professions Code
17 section 17201.

18 50. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
19 unlawful and harmful to Plaintiff, the Class, aggrieved employees and to the general public.
20 Plaintiff and the Class have suffered injury in fact and have lost money as a result of
21 Defendants' unlawful business practices. Plaintiff and the Class seek to enforce important
22 rights affecting the public interest within the meaning of Code of Civil Procedure section
23 1021.5.

24 51. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
25 predicated on the violation of any state or federal law.

26 52. The employment practices engaged in by Defendant as plead herein, including
27 violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair
28 business practices in violation of Business & Professions Code §§ 17200, *et seq.*

53. As a result of Defendants' unfair business practices, Defendant have reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class, and members of the public.

54. Pursuant to California Business & Professions Code §§ 17200, *et seq.* Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this Complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff, the Class, and aggrieved employees; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff and the Class pray for relief and judgment against Defendants as follows:

1. For damages, reimbursement of incurred expenses, penalties, injunctive relief, and attorneys' fees in excess of \$35,000, exclusive of interest and costs.

Class Certification

2. That this Case be certified as a Class Action;

3. That Plaintiff be appointed as Representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

(Unreimbursed Business Expenses)

5. That the Court adjudge, declare and decree that Defendants violated Labor Code section 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

6. For unreimbursed business expenses and for all actual, consequential, and incidental losses and damages, according to proof;

7. For interest at the same rate as judgments in civil actions, accruing from the date on which Plaintiff and the Class incurred the necessary expenditures or losses pursuant to Labor Code section 2802;

8. For all reasonable costs and attorney's fees incurred by Plaintiffs and the Class's

1 enforcement of the rights granted by Labor Code section 2802 pursuant to Labor Code section
2 2802(c); and

3 9. For such other relief that the Court deems just and appropriate.

4 **As to the Second Cause of Action**
5 **(Civil Penalties under the PAGA)**

6 10. That the Court declare, adjudge, and decree that Defendants violated all
7 California Labor Code sections plead herein, including Labor Code sections 1182.12, 1194,
8 1197, 1197.1, and 2802;

9 11. For civil penalties pursuant to Labor Code sections 558, 1197.1, 2699(a), and/or
10 2699(a), (f), and (g), for violations of all California Labor Code sections plead herein,
11 including Labor Code sections 1182.12, 1194, 1197, 1197.1, and 2802;

12 12. For attorneys' fees and costs pursuant to California Labor Code section
13 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of all California
14 Labor Code sections plead herein, including Labor Code sections 1182.12, 1194, 1197,
15 1197.1, and 2802;

16 13. For pre-judgment and post-judgment interest as provided by law; and

17 14. For such other and further relief as the Court deems just and appropriate.

18 **As to the Third Cause of Action**
19 **(Unfair Competition)**

20 15. That the employment practices engaged in by Defendants as plead herein,
21 including violations of the Labor Code, Code of Regulations and Wage Orders, constitute
22 unfair business practices in violation of Business & Professions Code §§ 17200, *et seq.*;

23 16. For restitution of unpaid wages to Plaintiff and all class members and
24 prejudgment interest from the day such amounts were due and payable;

25 17. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violations of California Business & Professions Code §§ 17200, *et*
28 *seq.*;

1 18. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5; and

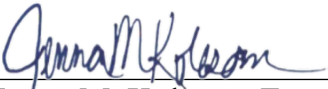
3 19. For such other and further relief as the Court deems just and appropriate.

4 **DEMAND FOR JURY TRIAL**

5 20. Plaintiff and the Class hereby demand a trial by jury on all issues.

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7 **PIMENTEL LAW, P.C.**

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10 Dated: April 24, 2025

By: 
Jenna M. Koleson, Esq.
Attorney for the Plaintiff