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10 Attorneys for Defendants
 11 SIRIUS XM RADIO INC. and PANDORA
 MEDIA, LLC

12
 13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA
 15 WESTERN DIVISION

17 JESSICA POTTS, an individual, on
 18 behalf of herself, the State of
 19 California, as a private attorney
 general, and on behalf of all others
 similarly situated,

20 Plaintiff,

21 v.

22 SIRIUS XM RADIO INC., a Delaware
 23 Corporation; PANDORA MEDIA,
 LLC, a Delaware Limited Liability
 24 Company, and DOES 1 TO 50,

25 Defendants.

Case No. 2:21-CV-09755

**DEFENDANTS' NOTICE OF
 REMOVAL OF CIVIL ACTION
 FROM STATE COURT**

**[28 U.S.C. §§ 1332(d), 1441(b) and
 1446]**

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1 **TO THE CLERK OF THE ABOVE ENTITLED COURT:**

2 PLEASE TAKE NOTICE THAT Sirius XM Radio Inc. and Pandora Media,
3 LLC (“Defendants”), Defendants in the above-titled action, hereby remove this
4 matter to the United States District Court for the Central District of California,
5 pursuant to 28 U.S.C. §§ 1332(d), 1441(b), and 1446. The grounds for removal are
6 as follows:

7 **Compliance with Statutory Requirements**

8 1. On or about November 15, 2021, Plaintiff Jessica Potts, on behalf of
9 herself, the State of California as private attorney general, and all others similarly
10 situated (“Plaintiff”), filed a Class and PAGA Representative Action Complaint
11 (“Complaint”) in the Superior Court of the State of California for the County of Los
12 Angeles, Case No. 21STCV41969, captioned *JESSICA POTTS, an individual, on*
13 *behalf of herself, the State of California, as private attorney general, and on behalf*
14 *of all others similarly situated, Plaintiff v. SIRIUS XM RADIO INC., a Delaware*
15 *Corporation; PANDORA MEDIA, LLC, a Delaware Limited Liability Company;*
16 *and DOES 1 to 50, Defendants.*

17 2. In the Complaint, Plaintiff asserts class and individual claims for:
18 (1) failure to indemnify all necessary business expenditures (Labor Code §§ 2802,
19 2804); (2) failure to furnish accurate itemized wage statements (Labor Code § 226);
20 (3) violations of California’s Unfair Competition Law (California Business and
21 Professions Code §§ 17200-17210); and, (4) penalties pursuant to the Labor Code
22 Private Attorneys General Act of 2004 (“PAGA”) for violations of California Labor
23 Code §§ 226, 226.3, 2802, 2804, and other provisions of the Labor Code. Plaintiff
24 seeks to recover the cost of necessary business expenses, statutory wage statement
25 penalties, other civil penalties, restitution, injunctive relief, interest, costs, and
26 attorneys’ fees. Compl. ¶¶ 48, 53, 56, 58, 62-66, Prayer for Relief.

27 3. Plaintiff purports to represent the following classes:

28 a. **Proposed Class:** “*All individuals who are or were employed by*

1 *Defendants in California during the Class Period* (the ‘Class Members’).” Compl.
2 ¶¶ 3, 13. Plaintiff defines the Class Period as “the period from four years prior to
3 the filing of this action and continuing into the present and ongoing.” Compl. ¶ 2.

4 b. **PAGA action:** “*All individuals who are or were employed by*
5 *Defendants in California during the PAGA period* (the ‘Aggrieved Employees’).”
6 Compl. ¶¶ 7, 14. Plaintiff defines the PAGA Period as “the period from August 18,
7 2020, and continuing into the present and ongoing.” Compl. ¶ 6.

8 4. On November 17, 2021, Plaintiff served Defendants with the
9 Complaint. Defendants’ removal of this action is timely because Defendant is
10 removing this matter within 30 days of completion of service of the Complaint. *See*
11 28 U.S.C. § 1446(b); Cal. Code Civ. P. §§ 415.10, 415.30.

12 5. In accordance with 28 U.S.C. § 1446(a), attached hereto as Exhibit A
13 are true and correct copies of all process, pleadings, and orders in this action
14 available to Defendants, which include Plaintiff’s Summons and Complaint; Civil
15 Case Cover Sheet; Proofs of Personal Service; Notice of Case Assignment; a
16 Minute Order setting an Initial Status Conference for February 17, 2022; an Initial
17 Status Conference Order; and a Certificate of Mailing filed in state court. Attached
18 hereto as Exhibit B is a true and correct copy of the state court docket sheet.

19 6. Pursuant to 28 U.S.C. § 1446(d), Defendants promptly will provide
20 written notice of removal of the Action to Plaintiff, and promptly will file a copy of
21 this Notice of Removal with the Clerk of the Superior Court of the State of
22 California, County of Los Angeles.

23 **Intradistrict Assignment**

24 7. Plaintiff filed this case in the Superior Court of California, County of
25 Los Angeles; therefore, this case may properly be removed to the Western Division
26 of the Central District of California. 28 U.S.C. § 1441(a).

27 **Jurisdiction – CAFA Jurisdiction**

28 8. This Court has original jurisdiction over this matter pursuant to 28

1 U.S.C. § 1332(d) (as amended by the Class Action Fairness Act of 2005, Pub. L.
2 No. 109-2, 119 Stat. 14 (“CAFA”)). Under Section 1332(d), federal courts have
3 original diversity jurisdiction over a class action whenever: (1) “any member of a
4 [putative] class of plaintiffs is a citizen of a State different from any defendant,” 28
5 U.S.C. § 1332(d)(2)(A), (2) “the matter in controversy exceeds the sum or value of
6 \$5,000,000, exclusive of interest and costs,” 28 U.S.C. § 1332(d)(2); and (3) “the
7 number of members of all proposed plaintiff classes in the aggregate is” more than
8 100, 28 U.S.C. § 1332(d)(2), (5)(B). All requirements are satisfied in this case.

9 Plaintiff and Defendants are Citizens of Different States

10 9. In this matter, diversity of citizenship exists because Plaintiff and
11 Defendants are citizens of different states. *See* 28 U.S.C. § 1332(d)(2). Plaintiff
12 resides in California, Compl. ¶ 12, and has reported California as her home address
13 throughout her employment. Plaintiff is thus a citizen of California. Defendant
14 Sirius XM Radio Inc. is a corporation. For purposes of CAFA jurisdiction, a
15 corporation is a citizen of the State under whose laws it is organized and the State
16 where it has its principal place of business. *See* 28 U.S.C. § 1332(c)(1); *Hertz*
17 *Corp. v. Friend*, 559 U.S. 77 (2010) (holding that a corporation’s principal place of
18 business is its “nerve center,” which will normally be where it maintains its
19 headquarters); *Martinez v. Check 'N Go of California, Inc.*, No. 15-CV-1864 H
20 (RBB), 2016 WL 6103166, at *3 (S.D. Cal. Feb. 18, 2016). Sirius XM Radio Inc.
21 is incorporated in Delaware with its principal place of business in New York. Thus,
22 it is a citizen of both Delaware and New York. Defendant Pandora Media, LLC is a
23 limited liability corporation. For purposes of CAFA jurisdiction, an LLC is an
24 “unincorporated association” as that term is used in 28 U.S.C. § 1332(d)(10) and
25 therefore is a citizen of the State under whose laws it is organized and the State
26 where it has its principal place of business. *See Ramirez v. Carefusion Resources,*
27 *LLC*, No. 18-cv-2852-BEN-MSB, 2019 WL 2897902, at *2 (S.D. Cal. July 5, 2019)
28 (citing *Ferrell v. Express Check Advance of SC LLC*, 591 F.3d 698, 699–700 (4th

1 Cir. 2010)). Pandora Media, LLC is a Delaware limited liability corporation with
2 its principal place of business in New York. Thus, Defendant Pandora Media, LLC
3 is a citizen of both Delaware and New York.

4 10. All other defendants listed in the caption are fictitious defendants who
5 are ignored for the purposes of a diversity analysis. 28 U.S.C. § 1441(b)(1).

6 11. Because Plaintiff is a citizen of California and Defendants Sirius XM
7 Radio Inc. and Pandora Media, LLC are citizens of Delaware and New York,
8 complete diversity exists between Plaintiff and Defendants. 28 U.S.C. §
9 1332(a)(1).

10 The Amount in Controversy Exceeds \$5,000,000

11 12. Though Defendants concede neither liability on Plaintiff's claims nor
12 the propriety or breadth of any class (or subclass) as alleged by Plaintiff, the
13 Complaint places in controversy a sum greater than \$5,000,000. *See generally*
14 *Complaint*; 28 U.S.C. § 1332(d). Plaintiff seeks to recover the cost of necessary
15 business expenses, statutory wage statement penalties, other civil penalties,
16 restitution, injunctive relief, interest, costs, and attorneys' fees. Compl. ¶¶ 48, 53,
17 56, 58, 62-66, Prayer for Relief.

18 13. Plaintiff purports to represent a class of all current and former
19 employees of Defendants who were employed at any time in California from
20 November 15, 2017, until the filing of this action on November 15, 2021. Compl.
21 ¶¶ 2-3. There are approximately 2,418 employees in this group.

22 14. The aggregate amount in controversy based on Plaintiff's proposed
23 class well exceeds the amount in controversy threshold of \$5,000,000 necessary to
24 establish CAFA jurisdiction as follows¹:

25 _____
26 ¹ In providing the amount in controversy for purposes of removal, Defendants
27 do not concede or acknowledge in any way that the allegations in Plaintiff's
28 Complaint are accurate, that the allegations state a claim upon which relief may be
granted, or that Plaintiff or any proposed class member is entitled to any amount
under any claim or cause of action. Nor do Defendants concede or acknowledge
that any class or subclass may be certified, whether as alleged or otherwise, or that

1 15. First Cause of Action: Failure to Indemnify All Necessary Business
2 Expenditures (Against All Defendants): Under California Labor Code § 2802, an
3 employer must indemnify an employee for all necessary expenditures or losses
4 incurred by the employee in direct consequence of the discharge of his or her
5 duties, or of his or her obedience to the directions of the employer. Plaintiff alleges
6 that Class Members paid out of pocket and/or used their own equipment and
7 resources for necessary business expenditures, including “expenditures associated
8 with their internet service, phone hardware, phone service, related machines,
9 equipment, and devices (e.g., wireless router, USB cable), a chair, a work surface,
10 work area lighting, the use of a workspace, and the use of utilities.” Compl. ¶ 47.
11 Thus, Plaintiff alleges Defendants failed to comply with California Labor Code §
12 2802 and are entitled to recover the cost of such necessary business expenses, plus
13 interest, fees, and costs. Compl. ¶ 48. Based on information contained in
14 Defendants’ systems, Defendants likely employed an average of 1,220 California
15 employees in any given year during the class period.² Assuming each of these
16 individuals assumed \$100 each month in necessary business expenditures (e.g.,
17 monthly internet bill and phone bill), the amount placed in controversy by the §
18 2802 claim over the four-year class period is at least \$5,856,000. This calculation
19 is based on conservative estimates of the average phone and internet bill (i.e.,
20 \$100), multiplied by the average number of California employees employed by
21 Defendants in a given year during the class period (i.e., 1,220), multiplied by

22
23
24 _____
any or all of its current or former employees are entitled to any recovery in this
case, or are appropriately included in the putative class.

25 ² According to Defendants’ records, Defendants employed 1,386 California
26 employees in 2017; 1,243 California employees in 2018; 1,117 California
27 employees in 2019; and, 1,135 California employees in 2020. Defendants will have
28 the total number of employees in 2021 at year-end. The average number of
California employees employed in a given year during the class period was
calculated by adding the total number of California employees employed by
Defendants in 2017, 2018, 2019, and 2020 and dividing the total by four (i.e., four
years).

1 twelve months in a year, multiplied by four (i.e., for the four-year class period).³

2 16. Accepting the allegations in the Complaint as true for purposes of
3 removal only, the amount-in-controversy threshold is easily exceeded by
4 considering only two of the allegedly unreimbursed business expenses. This
5 calculation does not include potential exposure from the allegations in the
6 remaining claims. The amount placed in controversy by Plaintiff's other claims, for
7 wage statement violations and PAGA penalties, would only further increase the
8 amount in controversy. Moreover, these calculations do not include the attorneys'
9 fees that are placed in controversy, which may properly be considered for purposes
10 of removal. *Salcido v. Evolution Fresh, Inc.*, No. 214CV09223SVWPLA, 2016
11 WL 7381, at *8 (C.D. Cal. Jan. 6, 2016) (approving use of 25% of amount in
12 controversy for attorneys' fees calculation on removal); *Dittmar v. Costco*
13 *Wholesale Corp.*, No. 14-CV-1156-LAB-JLB, 2015 WL 7106636, at *5 (S.D. Cal.
14 Nov. 13, 2015) (same). Adding the attorneys' fees to the previously established
15 amount in controversy reinforces that the total amount at issue in this matter is well
16 beyond the \$5,000,000 threshold. This dispute plainly exceeds the minimum
17 amount-in-controversy requirement for jurisdiction under CAFA.

18 Number of Proposed Class Members

19 17. The number of putative class members in the aggregate well exceeds
20 100. 28 U.S.C. § 1332(d)(5)(B). Based on Defendants' records, during the
21 relevant time period (from November 15, 2017 to November 15, 2021), Defendant
22 employed approximately 2,418 employees in California.

23
24 ³ An employee's recovery of expenses under § 2802 is a proper restitutionary
25 remedy under the UCL. *See Harris v. Best Buy Stores, L.P.* (N.D.Cal., Aug. 1,
26 2016, No. 15-CV-00657-HSG) 2016 WL 4073327, at p. 10 (UCL claim may be
27 maintained to the extent it is predicated on plaintiff's section 2802 claim); *Ordonez*
28 *v. Radio Shack* (C.D.Cal., Feb. 7, 2011, No. CV 10-7060 CAS (MANx)) 2011 WL
499279, at p. 6 (UCL claim may be maintained to the extent it is predicated on
plaintiff's claim under Labor Code, § 221 and section 2802). Thus the statute of
limitations for Plaintiffs' expense claim is extended to the four year statute of
limitations permitted under the UCL.

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WHEREFORE, the above-titled Action is hereby removed to this Court from the Superior Court of the State of California, Los Angeles.

Dated: December 17, 2021

JONES DAY

By: /s/ Amanda C. Sommerfeld
Amanda C. Sommerfeld
Aileen H. Kim
Donna C. Saadati-Soto

Attorneys for Defendants
SIRIUS XM RADIO INC. AND
PANDORA MEDIA, LLC

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 11/15/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> R. Lozano </u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 21STCV41969

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
<input checked="" type="checkbox"/>	Maren Nelson	17					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
 on 11/15/2021 (Date) By R. Lozano, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

21STCV41969

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Maren Nelson

Electronically FILED by Superior Court of California, County of Los Angeles on 11/15/2021 10:47 AM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Lozano, Deputy Clerk

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10 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF LOS ANGELES**

13 JESSICA POTTS, an individual, on behalf of
 14 herself, the State of California, as a private
 15 attorney general, and on behalf of all others
 16 similarly situated,

17 Plaintiff,

18 v.

19 SIRIUS XM RADIO INC., a Delaware
 20 Corporation; PANDORA MEDIA, LLC, a
 21 Delaware Limited Liability Company; and
 22 DOES 1 TO 50,

23 Defendants.

Case Number: **21STCV41969**

Class and Representative Action Complaint For:

1. Failure to Indemnify All Necessary Business Expenditures,
2. Failure to Furnish Accurate Itemized Wage Statements,
3. Violations of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210), and
4. Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for Violations of California Labor Code Sections 226, 226.3, 2802, 2804, and Other Provisions of the Labor Code.

Demand for Jury Trial

1 Plaintiff Jessica Potts (“Plaintiff”), on behalf of herself, the State of California, as a private
2 attorney general, and all other similarly situated employees within the State of California, complains
3 and alleges of defendants Sirius XM Radio Inc., Pandora Media, LLC, and Does 1 to 50 (collectively,
4 “Defendants”), and each of them, as follows:

5 **I. INTRODUCTION**

6 1. This is a class action complaint brought pursuant to California Code of Civil Procedure
7 section 382.

8 2. The “Class Period” as used herein, is defined as the period from four years prior to the
9 filing of this action and continuing into the present and ongoing. Defendants’ violations of California’s
10 laws as described more fully below have been ongoing throughout the Class Period and are still
11 ongoing.

12 3. Plaintiff brings this class action on behalf of herself and the following class: *All*
13 *individuals who are or were employed by Defendants in California during the Class Period* (the “Class
14 Members”). (Code Civ. Proc., § 382.) Plaintiff reserves the right to amend this definition.

15 4. Plaintiff brings this action on behalf of herself and the Class Members, as a class action,
16 against Defendants for:

17 A. Failure to indemnify all necessary business expenditures,

18 B. Failure to furnish accurate itemized wage statements, and

19 C. Violations of California’s Unfair Competition Law (“UCL”) (Bus. & Prof.
20 Code, §§ 17200–17210).

21 5. This action is also a representative action brought pursuant to the California Labor Code
22 Private Attorneys General Act of 2004 (“PAGA”), codified at California Labor Code sections 2698
23 through 2699.6.

24 6. The “PAGA Period” as used herein, is defined as the period from August 18, 2020, and
25 continuing into the present and ongoing.

26 7. This PAGA action is brought on behalf of Plaintiff, the State of California as private
27 attorney general, and on behalf of the following aggrieved employees: *All individuals who are or were*
28 *employed by Defendants in California during the PAGA Period* (the “Aggrieved Employees”).

1 **II. JURISDICTION & VENUE**

2 8. This Court has subject matter jurisdiction over all causes of action asserted herein
3 pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure section
4 410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds
5 \$25,000, and because each cause of action asserted arises under the laws of the State of California or
6 is subject to adjudication in the courts of the State of California.

7 9. This Court has personal jurisdiction over Defendants because Defendants have caused
8 injuries in the County of Los Angeles and the State of California through their acts, and by their
9 violation of the California Labor Code and California state common law. Defendants transact millions
10 of dollars of business within the State of California. Defendants own, maintain offices, transact
11 business, have an agent or agents within the County of Los Angeles, and/or otherwise are found within
12 the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
13 service of process.

14 10. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of the
15 Code of Civil Procedure. Defendants operate within California and do business within Los Angeles
16 County, California. The unlawful acts alleged herein have a direct effect on Plaintiff and all of
17 Defendants' employees identified above within Los Angeles County and surrounding counties where
18 Defendants may remotely operate.

19 11. This matter is not appropriate for removal under the Class Action Fairness Act (28
20 U.S.C. § 1332) as the amount in controversy for Plaintiff's and the Class Members' claims, in
21 aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of
22 California. As such, even if the amount in controversy did exceed \$5 million this matter would still
23 not be appropriate for removal under the "local controversy" exception to the Class Action Fairness
24 Act. (28 U.S.C. § 1332, subd. (d)(4)(A).)

1 **III. THE PARTIES**

2 **A. PLAINTIFF**

3 12. At all relevant times, Plaintiff, who is over the age of 18, was and currently is a citizen
4 of California residing in the State of California. Defendants employed Plaintiff in the County of Los
5 Angeles.

6 13. Plaintiff brings this action on behalf of herself and the following class pursuant to
7 section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*
8 *Defendants in California during the Class Period* (the “Class Members”).

9 14. Plaintiff also brings this action on behalf of herself and the State of California, as a
10 private attorney general, and on behalf of the following group of aggrieved employees: *All individuals*
11 *who are or were employed by Defendants in California during the PAGA Period* (the “Aggrieved
12 Employees”).

13 15. The Class Members and the Aggrieved Employees, at all times pertinent hereto, are or
14 were employees of Defendants during the relevant statutory period.

15 **B. DEFENDANTS**

16 16. Plaintiff is informed and believes and thereon alleges that Defendants were authorized
17 to and doing business in Los Angeles County and is and/or was the legal employer of Plaintiff, the
18 other Aggrieved Employees, and the other Class Members during the applicable statutory periods.
19 Plaintiff, the other Aggrieved Employees, and the other Class Members were, and are, subject to
20 Defendants’ policies and/or practices complained of herein and have been deprived of the rights
21 guaranteed to them by: California Labor Code sections 226, 226.3, 2802, 2804, and others that may be
22 applicable; and California Business and Professions Code sections 17200 through 17210 (“UCL”).

23 17. Plaintiff is informed and believes, and based thereon alleges, that during the Class
24 Period and PAGA Period, Defendants did (and continue to do) business in the State of California,
25 County of Los Angeles.

26 18. Plaintiff does not know the true names or capacities, whether individual, partner, or
27 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said defendants
28 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this

1 complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and
2 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were
3 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff,
4 the other Aggrieved Employees, and the other Class Members to be subject to the unlawful employment
5 practices, wrongs, injuries, and damages complained of herein.

6 19. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
7 herein, Defendants were and/or are the employers of Plaintiff, the other Aggrieved Employees, and the
8 other Class Members. At all times herein mentioned, each of said Defendants participated in the doing
9 of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
10 Defendants, and each of them, were the agents, servants, and employees of each and every one of the
11 other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
12 within the course and scope of said agency and employment. Defendants, and each of them, approved
13 of, condoned, or otherwise ratified every one of the acts or omissions complained of herein.

14 20. At all relevant times, Defendants, and each of them, were members of and engaged in a
15 joint venture, partnership, and common enterprise, and acting within the course and scope of and in
16 pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff is informed,
17 and believes, and thereon alleges, that all Defendants were joint employers for all purposes of Plaintiff,
18 the other Aggrieved Employees, and the other Class Members.

19 **IV. COMMON FACTS & ALLEGATIONS**

20 21. Plaintiff and the other Class Members (collectively, the “Class Members”) are, and were
21 at all relevant times, employed by the Defendants within the State of California.

22 22. Likewise, Plaintiff and the other Aggrieved Employees (collectively, the “Aggrieved
23 Employees”) are, and were at all relevant times, employed by the Defendants within the State of
24 California.

25 23. The Class Members and the Aggrieved Employees are, and were, at all relevant times,
26 employees for the purposes of the claims alleged in this complaint.

27 24. Specifically, Plaintiff was employed by Defendants within the statutory Class Period
28 and PAGA Period, working as an Office Manager, Western Region for Defendants.

1 **A. FAILURE TO REIMBURSE BUSINESS EXPENSES**

2 25. At all relevant times herein, Defendants were subject to Labor Code section 2802, which
3 states that “an employer shall indemnify his or her employees for all necessary expenditures or losses
4 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
5 obedience to the directions of the employer.” The purpose of this section is to “prevent employers
6 from passing along their operating expenses onto their employees.” (*Gattuso v. Harte-Hanks Shoppers,*
7 *Inc.* (2007) 42 Cal.4th 554, 562.)

8 26. At all relevant times herein, Defendants were subject to Labor Code section 2804, which
9 states that “any contract or agreement, express or implied, made by any employee to waive the benefits
10 of this article or any part thereof, is null and void, and this article shall not deprive any employee or his
11 personal representative of any right or remedy to which he is entitled under the laws of this State.”

12 27. Thus, the Class Members and the Aggrieved Employees were and are entitled to
13 reimbursement for the expenses they incurred during the course of their duties. The duty to reimburse
14 even extends to the use of equipment and resources the employee may already own and would be
15 required to pay for anyway. (*Cochran v. Schwan’s Home Serv., Inc.* (2014) 228 Cal.App.4th 1137,
16 1144 [“The threshold question in this case is this: Does an employer always have to reimburse an
17 employee for the reasonable expense of the mandatory use of a personal cell phone, or is the
18 reimbursement obligation limited to the situation in which the employee incurred an extra expense that
19 he or she would not have otherwise incurred absent the job? The answer is that reimbursement is always
20 required. Otherwise, the employer would receive a windfall because it would be passing its operating
21 expenses on to the employee.”].)

22 28. Here, Defendants failed to fully reimburse the Class Members and the Aggrieved
23 Employees for necessary expenditures incurred as a direct consequence and requirement of performing
24 their job duties, including the costs associated with their internet service, phone hardware, phone
25 service, related machines, equipment, and devices (*e.g.*, wireless router, USB cable), a chair, a work
26 surface, work area lighting, the use of a workspace, the use of utilities. Consequently, Defendants
27 failed to comply with Labor Code section 2802.

1 **B. WAGE STATEMENT VIOLATIONS**

2 29. Defendants also failed to provide accurate itemized wage statements in accordance with
3 Labor Code sections 226, subdivision (a)(8). Labor Code section 226, subdivision (a), obligates
4 employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in
5 writing showing:

- 6 (1) The gross wages earned;
- 7 (2) The total hours worked by the employee;
- 8 (3) The number of piece-rate units earned and any applicable piece
9 rate if the employee is paid on a piece rate basis;
- 10 (4) All deductions, provided that all deductions made on written
11 orders of the employee may be aggregated and shown as one item;
- 12 (5) The net wages earned;
- 13 (6) The inclusive dates of the period for which the employee is paid;
- 14 (7) The name of the employee and only the last four digits of his or
15 her social security number or an employee identification number other
16 than a social security number;
- 17 (8) The name and address of the legal entity that is the employer; and
- 18 (9) All applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the
20 employee.

21 30. Here, Defendants routinely furnished the Class Members and the Aggrieved Employees
22 with incomplete wage statements due to the omission of important address information, namely the
23 floor and/or suite number for Defendants' mailing address. Thus, Defendants have violated Labor
24 Code section 226, subdivision (a)(8).

25 31. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly and
26 intentionally failed to provide the Class Members and the Aggrieved Employees with accurate itemized
27 wage statements in violation of Labor Code section 226, subdivision (e). Defendants knew that they
28

1 were not providing the Class Members and the Aggrieved Employees with wage statements required
2 by California law but nevertheless failed to correct their unlawful practices and policies.

3 32. Likewise, Labor Code section 226.3 provides, in pertinent part, as follows:

4 “Any employer who violates subdivision (a) of Section 226 shall be subject to a
5 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per
6 violation in an initial citation and one thousand dollars (\$1,000) per employee
7 for each violation in a subsequent citation, for which the employer fails to
8 provide the employee a wage deduction statement or fails to keep the records
9 required in subdivision (a) of Section 226. The civil penalties provided for in
10 this section are in addition to any other penalty provided by law.” (Lab. Code,
11 § 226.3, emphasis added.)

12 33. As explained in detail above, Defendants failed to provide the Class Members and the
13 Aggrieved Employees with accurate itemized wage statements in violation of Labor Code section 226,
14 subdivision (a), and are therefore subject to the penalties provided by Labor Code section 226.3. These
15 penalties are “in addition to any other penalty provided by law.” 226

16 **V. CLASS ACTION ALLEGATIONS**

17 34. As mentioned above, Plaintiff brings this action on behalf of herself and the Class
18 Members pursuant to section 382 of the Code of Civil Procedure.

19 35. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of all
20 members would be unfeasible and not practicable. The membership of the class is unknown to Plaintiff
21 at this time; however, it is estimated that the number of Class Members is greater than 100 individuals.
22 The identity of such membership is readily ascertainable via inspection of Defendants’ employment
23 records.

24 36. **Common Questions of Law and Fact Predominate/Well Defined Community of**
25 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
26 employees, which predominate over questions affecting only individual members including, without
27 limitation to:
28

1 A. Whether Defendants indemnified their employees for all necessary business
2 expenditures;

3 B. Whether Defendants furnished legally-compliant wage statements to the Class
4 Members pursuant to Labor Code section 226, subdivision (a);

5 C. Whether Defendants knowingly and/or intentionally failed to furnish legally-
6 compliant wage statements to the Class Members pursuant to Labor Code section 226,
7 subdivision (a), in violation of Labor Code section 226, subdivision (e); and

8 D. Whether Defendants' violations of the Labor Code amount to a violation of
9 California's UCL.

10 37. **Predominance of Common Questions:** Common questions of law and fact
11 predominate over questions that affect only individual Class Members. The common questions of law
12 set forth above are numerous and substantial and stem from Defendants' uniform policies and practices
13 applicable to each individual class member, such as Defendants' failure to indemnify necessary
14 business expenditures, provide accurate itemized wage statements, and others. As such, the common
15 questions predominate over individual questions concerning each individual class member's showing
16 as to his or her eligibility for recovery or as to the amount of his or her damages.

17 38. **Typicality:** The claims of Plaintiff are typical of the claims of the Class Members
18 because Plaintiff was employed by Defendants in California during the statute(s) of limitation
19 applicable to each cause of action pleaded in this complaint. As alleged herein, Plaintiff, like the other
20 Class Members: (a) did not receive indemnification or reimbursement with respect to her necessary
21 business expenditures; (b) was not provided accurate itemized wage statements; (c) and was subject to
22 other similar policies and practices to which the Class Members were subject.

23 39. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
24 represent fairly and adequately the interests of the Class Members. Moreover, Plaintiff's attorneys are
25 ready, willing, and able to fully and adequately represent the Class Members and Plaintiff. Plaintiff's
26 attorneys have prosecuted numerous wage-and-hour class actions in state and federal court in the past
27 and are committed to vigorously prosecuting this action on behalf of the Class Members.

1 40. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
2 important public interest in establishing minimum working conditions and standards in California.
3 These laws and labor standards protect the average working employee from exploitation by employers
4 who have the responsibility to follow the laws and who may seek to take advantage of superior
5 economic and bargaining power in setting onerous terms and conditions of employment. The nature
6 of this action and the format of laws available to Plaintiff and the Class Members make the class action
7 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If
8 each employee were required to file an individual lawsuit, Defendants would necessarily gain an
9 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
10 each individual plaintiff with their vastly superior financial and legal resources.

11 41. Moreover, requiring each Class Member to pursue an individual remedy would also
12 discourage the assertion of lawful claims by employees who would be disinclined to file an action
13 against their former or current employer for real and justifiable fear of retaliation and permanent
14 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
15 the individual Class Members, even if possible, would create a substantial risk of inconsistent or
16 varying verdicts or adjudications with respect to the individual Class Members against Defendants
17 herein, and which would establish potentially incompatible standards of conduct for Defendants or
18 legal determinations with respect to individual Class Members which would, as a practical matter, be
19 dispositive of the interest of the other Class Members not parties to adjudications or which would
20 substantially impair or impede the ability of the Class Members to protect their interests.

21 42. Further, the claims of the individual Class Members are not sufficiently large to warrant
22 vigorous individual prosecution considering the concomitant costs and expenses attending thereto. As
23 such, the Class Members identified above are maintainable as a class under section 382 of the Code of
24 Civil Procedure.

25 **VI. EXHAUSTION OF REMEDIES**

26 43. Plaintiff has fully and completely exhausted administrative remedies under PAGA prior
27 to proceeding with the PAGA claims stated in this complaint. On or about August 18, 2021, Plaintiff
28 filed a PAGA notice online with the Labor Workforce Development Agency (“LWDA”) and sent a

1 letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against
2 Defendants, as prescribed by PAGA. (Lab. Code, §§ 2698–2699.6.)

3 44. As required by PAGA, Plaintiff submitted the \$75.00 filing fee with the LWDA by
4 regular mail. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), no notice was received by
5 Plaintiff from the LWDA evidencing its intention to investigate within sixty-five calendar days of the
6 postmark date of the PAGA notice. Plaintiff is therefore entitled to commence and proceed with a civil
7 action pursuant to Labor Code section 2699.

8 **VII. CAUSES OF ACTION**

9 **First Cause of Action**

10 *Failure to Indemnify All Necessary Business Expenditures*

11 *(Against All Defendants)*

12 45. Plaintiff realleges and incorporates by reference all previous paragraphs.

13 46. California Labor Code Section 2802 states that employers must “indemnify” an
14 employee for “all necessary expenditures or losses incurred by the employee in direct consequence of
15 the discharge of his or her duties, or of his or her obedience to the directions of the employer.”
16 Likewise, Labor Code section 2804 states that “any contract or agreement, express or implied, made
17 by any employee to waive the benefits of this article or any part thereof, is null and void, and this article
18 shall not deprive any employee or his personal representative of any right or remedy to which he is
19 entitled under the laws of this State.”

20 47. Here, Plaintiff and the other Class Members paid out of pocket and/or used their own
21 equipment and resources for necessary business expenditures incurred as a direct consequence and
22 requirement of performing their job duties, including expenditures associated with their internet
23 service, phone hardware, phone service, related machines, equipment, and devices (*e.g.*, wireless
24 router, USB cable), a chair, a work surface, work area lighting, the use of a workspace, and the use of
25 utilities. Despite knowing that Plaintiff and the other Class Members incurred these necessary business
26 expenses, and despite requiring Plaintiff and the other Class Members to use such items and resources,
27 Defendants did not reimburse Plaintiff and the other Class Members for such expenses.

28

1 48. Thus, Plaintiff and the other Class Members are entitled to recover the cost of such
2 necessary business expenses, plus interest from the date each incurred such business expenses, plus
3 fees and costs. (Lab. Code, § 2802, subs. (b), (c).)

4 **Second Cause of Action**

5 *Failure to Furnish Accurate Itemized Wage Statements*

6 *(Against All Defendants)*

7 49. Plaintiff realleges and incorporates by reference all previous paragraphs.

8 50. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the
9 time of each payment to furnish an itemized wage statement in writing showing:

- 10 (1) The gross wages earned;
- 11 (2) The total hours worked by the employee;
- 12 (3) The number of piece-rate units earned and any applicable piece
13 rate if the employee is paid on a piece rate basis;
- 14 (4) All deductions, provided that all deductions made on written
15 orders of the employee may be aggregated and shown as one item;
- 16 (5) The net wages earned;
- 17 (6) The inclusive dates of the period for which the employee is paid;
- 18 (7) The name of the employee and only the last four digits of his or
19 her social security number or an employee identification number other
20 than a social security number;
- 21 (8) The name and address of the legal entity that is the employer; and
- 22 (9) All applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the
24 employee.

25 51. As set forth above, Defendants issued and continues to issue wage statements to its
26 employees including Plaintiff and the other Class Members that are inadequate under Labor Code
27 section 226, subdivision (a). By omitting a floor and/or suite number, and thereby failing to include
28 its full and complete address on its wage statements, Defendants have failed and continue to fail to

1 include required information on their wage statements in violation of Labor Code section 226,
2 subdivision (a).

3 52. Defendants' failure to comply with Labor Code section 226, subdivision (a), of the
4 Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

5 53. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff
6 and the other Class Members in violation of Labor Code section 226, subdivision (a), Plaintiff and the
7 other Class Members are each entitled to recover an initial penalty of \$50, and subsequent penalties of
8 \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per each Class
9 Member from Defendants pursuant to Labor Code section 226, subdivision (e), along with costs and
10 reasonable attorneys' fees.

11 **Third Cause of Action**

12 *Violations of California's Unfair Competition Law*

13 *(Against All Defendants)*

14 54. Plaintiff realleges and incorporates by reference all previous paragraphs.

15 55. Defendants have engaged and continue to engage in unfair and/or unlawful business
16 practices in California in violation of California Business and Professions Code section 17200 through
17 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and
18 unlawful business practices deprived and continue to deprive Plaintiff and the other Class Members of
19 indemnification for necessary business expenditures and proper wage statements, to which Plaintiff
20 and the other Class Members are legally entitled. These practices constitute unfair and unlawful
21 competition and provide an unfair advantage over Defendants' competitors who have been and/or are
22 currently employing workers and attempting to do so in honest compliance with applicable wage and
23 hour laws.

24 56. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct alleged herein,
25 Plaintiff for herself and on behalf of the Class Members, seeks full restitution of monies, as necessary
26 and according to proof, to restore any and all monies withheld, acquired and/or converted by
27 Defendants pursuant to Business and Professions Code sections 17203 and 17208.

28

1 57. The acts complained of herein occurred within the four years prior to the initiation of
2 this action and are continuing into the present and ongoing.

3 58. Plaintiff was compelled to retain the services of counsel to file this Court action to
4 protect her interests and those of the Class Members, to obtain restitution and injunctive relief on behalf
5 of Defendants' employees and to enforce important rights affecting the public interest. Plaintiff has
6 thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff is entitled to recover
7 under Code of Civil Procedure section 1021.5.

8 **Fourth Cause of Action**

9 *Penalties Pursuant to PAGA for Violations of California Labor Code Sections 226,*

10 *226.3, 2802, 2804, and Other Provisions of the Labor Code*

11 *(Against All Defendants)*

12 59. Plaintiff realleges and incorporates by reference all previous paragraphs.

13 60. Based on the above allegations incorporated by reference, Defendants violated Labor
14 Code sections 226, 226.3, 2802, 2804, and others that may be applicable.

15 61. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code sections
16 2698 through 2699.6 because of Defendants' violation of Labor Code sections 226, 226.3, 2802, 2804,
17 and others that may be applicable.

18 62. Under Labor Code section 2699, subdivision (f)(2), and 2699.5, for each such violation,
19 Plaintiff and the Aggrieved Employees are entitled to penalties in an amount to be shown at the time
20 of trial subject to the following formula:

21 A. \$100 for the initial violation per employee per pay period; and

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

23 63. These penalties must be allocated seventy-five percent to the Labor and Workforce
24 Development Agency ("LWDA") and twenty-five percent to the affected employees. These penalties
25 may be stacked separately for each of Defendants violations of the California Labor Code. (*Lopez v.*
26 *Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 780–781 [citing with approval *Stoddart v.*
27 *Express Services, Inc.* (E.D. Cal., Sept. 16, 2015, No. 2:12-CV-01054-KJM) 2015 WL 5522142, at *9,
28 for the proposition that plaintiff could pursue separate claims for penalties under Labor Code section

1 226, subdivision (e), and penalties for Labor Code section 226, subdivision (a), violations]; see also
2 *Hernandez v. Towne Park, Ltd.* (C.D. Cal., June 22, 2012, No. CV 12-02972 MMM JCGX) 2012 WL
3 2373372, at *17 fn. 70 [noting that federal courts applying California law have found that “PAGA
4 penalties can be stacked, i.e., multiple PAGA penalties can be assessed for the same pay period for
5 different Labor Code violations.”], internal quotation marks omitted).

6 64. In addition, to the extent permitted by law, Defendants failed to provide Plaintiff and all
7 Aggrieved Employees with accurate itemized wage statements in compliance with Labor Code section
8 226, subdivision (a). Plaintiff seeks separate PAGA penalties for Defendants’ violations of Labor Code
9 section 226, subdivisions (a) and (e). (*Lopez v. Friant & Associates, LLC, supra*, 15 Cal.App.5th at
10 pp. 780, 788.)

11 65. For violations of Labor Code section 226, subdivision (a), Plaintiff seeks the default
12 penalty provided by Labor Code section 226.3. Labor Code section 226.3 provides that “[a]ny
13 employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount
14 of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand
15 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails
16 to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of
17 Section 226.” Accordingly, through PAGA and to the extent permitted by law Plaintiff and the
18 Aggrieved Employees are entitled to recover penalties for violations of Labor Code section 226.3 and
19 seeks default PAGA penalties for each of Defendants’ numerous violations of Labor Code section 226,
20 subdivision (e).

21 66. Plaintiff was compelled to retain the services of counsel to file this action to protect her
22 interests and those of the Aggrieved Employees, and to assess and collect the wages and penalties owed
23 by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which Plaintiff is also entitled
24 to recover under Labor Code section 2699, subdivision (g)(1).

25 **VIII. DEMAND FOR JURY TRIAL**

26 67. Plaintiff hereby demands trial by jury of Plaintiff’s and the Class Members’ claims
27 against Defendants.

28

1 **IX. PRAYER FOR RELIEF**

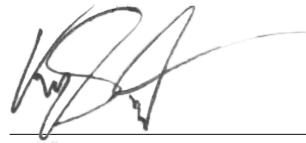
2 Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought
3 against Defendants, as follows:

- 4 1. For an order certifying the proposed class;
- 5 2. For an order appointing Plaintiff as representative of the class;
- 6 3. For an order appointing Plaintiff's counsel as counsel for the class;
- 7 4. For the failure to provide complete and accurate wage statements, penalties pursuant to
8 Labor Code sections 226, subdivision (e), and 226.3, and others that may be applicable;
- 9 5. For the failure to indemnify all necessary business expenditures, all unreimbursed
10 business expenses, and interest thereon, that are owed, pursuant to Labor Code section
11 2802, and attorney fees, pursuant to Labor Code section 2802, subdivision (c);
- 12 6. For the violations of California's Unfair Competition Law, restitution to Plaintiff and
13 the other Class Members of all money and/or property unlawfully acquired by
14 Defendants by means of any acts or practices declared by this Court to be in violation
15 of Business and Professions Code sections 17200 through 17210;
- 16 7. For the claim of penalties pursuant to PAGA and other provisions of the California
17 Labor Code for the violations of Labor Code sections 226 and 2802, a civil penalty in
18 the amount of \$100 for the initial violation and \$200 for each subsequent violation as
19 specified in Labor Code section 2699, subdivision (f)(2), in the representative action
20 brought on behalf of Plaintiff and the Aggrieved Employees pursuant the Labor Code
21 Private Attorneys General Act of 2004;
- 22 8. For the claim of penalties pursuant to PAGA and other provisions of the California
23 Labor Code for the violations of Labor Code section 226, subdivision (a), a civil penalty
24 in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
25 violation and one thousand dollars (\$1,000) per employee for each violation in a
26 subsequent citation, pursuant to Labor Code section 226.3.
- 27 9. Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6
28 and Civil Code sections 3287 and 3289;

- 1 **10.** On all causes of action for which attorneys' fees may be available, for attorneys' fees
2 and costs as provided by Labor Code sections 218.5, 226, and 2802 subdivision (c), as
3 well as Code of Civil Procedure section 1021.5, and others as may be applicable;
- 4 **11.** For an order enjoining Defendants, and each of them, and their agents, servants, and
5 employees, and all persons acting under, in concert with, or for them, from acting in
6 derogation of any rights or duties adumbrated in this complaint; and
- 7 **12.** For such other and further relief, this Court may deem just and proper.

8
9 Dated: November 15, 2021

MELMED LAW GROUP P.C.

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KYLE D. SMITH

12 Attorneys for Plaintiff, the Putative Class, and the
13 Aggrieved Employees

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sirius XM, Pandora Failed to Reimburse Business Expenses, Provide Complete Wage Statements, Lawsuit Alleges](#)
