

SUMMONS
(CITACION JUDICIAL)

ON first Amended Complaint

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

LABORATORY EXPRESS, INC., dba LAB EXPRESS, a corporation;
and DOES 1-10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

MARIO BONELLO individually and on behalf of all others similarly
situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

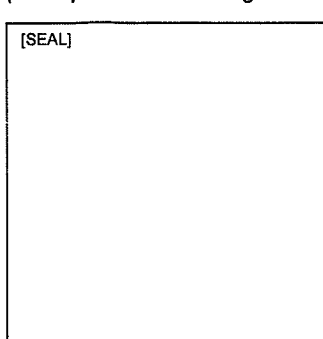
The name and address of the court is:
(El nombre y dirección de la corte es): San Bernardino Justice Center
247 West 3rd Street
San Bernardino, CA

CASE NUMBER:
(Número del Caso):
CIVDS 1714 584

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Kashif Haque, Esq., AEGIS LAW FIRM, PC, 9811 Irvine Ctr Dr, Ste 100, Irvine, CA 92618, 949-379-6250

DATE: _____ Clerk, by _____, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of *(specify)*:
3. on behalf of *(specify)*:

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other <i>(specify)</i> :	
4. by personal delivery on *(date)*:

RECEIVED

MAR 19 2018

CALL & JENSEN

1 **AEGIS LAW FIRM, PC**
 2 SAMUEL A. WONG, State Bar No. 217104
 3 KASHIF HAQUE, State Bar No. 218672
 4 JESSICA L. CAMPBELL, State Bar No. 280626
 5 ALI S. CARLSEN, State Bar No. 289964
 6 9811 Irvine Center Drive, Suite 100
 Irvine, California 92618
 Telephone: (949) 379-6250
 Facsimile: (949) 379-6251

7 Attorneys for Plaintiff MARIO BONELLO,
 8 individually and on behalf of all others similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **FOR THE COUNTY OF SAN BERNARDINO**

11
 12 MARIO BONELLO individually and on
 13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 LABORATORY EXPRESS, INC., dba
 17 LAB EXPRESS, a corporation; and DOES
 18 1-10, inclusive,

19 Defendants.

Case No. CIVDS1714584

**FIRST AMENDED CLASS ACTION AND
 REPRESENTATIVE ACTION COMPLAINT
 FOR:**

1. Failure to Pay Wages;
2. Failure to Provide Meal Periods;
3. Failure to Permit Rest Breaks;
4. Failure to Pay Wages Upon Separation of
Employment and Within the Required
Time;
5. Failure to Furnish Accurate Wage
Statements;
6. Failure to Reimburse for Business
Expenses;
7. Violation of California Business; and
Professions Code §§ 17200, *et seq.*;
8. Violation of Labor Code § 2698, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Mario Bonello, individually and on behalf of all others similarly situated and all
2 other aggrieved employees, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Mario Bonello ("Plaintiff") brings this putative class action against
5 LABORATORY EXPRESS, INC. dba LAB EXPRESS; and Does 1 through 10, inclusive
6 (collectively "Defendants" or "Lab Express"), on behalf of himself individually and on behalf of a
7 class of Lab Express California employees classified as independent contractors. Furthermore,
8 Plaintiff brings this representative action pursuant to the Private Attorneys General Act of 2004,
9 Labor Code §§ 2698, *et seq.* ("PAGA") on behalf of all other aggrieved employees in California.

10 2. Lab Express is, upon information and belief, in the business of providing courier
11 services to from medical offices to laboratories throughout California.

12 3. Through this action, Plaintiff is alleging that Defendants have engaged in a
13 systematic pattern of wage and hour violations under the California Labor Code ("Labor Code"),
14 all of which contribute to Defendants' deliberate unfair competition.

15 4. Plaintiff is informed and believes, and thereon alleges, during the relevant time
16 period, Lab Express had a consistent policy of violating state wage and hour laws by, among other
17 things:

- 18 (a) Misclassifying Plaintiff and other couriers as independent contractors;
19 (b) Failing to pay all wages (including minimum and overtime wages);
20 (c) Failing to provide meal periods or compensation in lieu thereof,
21 (d) Failing to authorize or permit rest breaks or provide compensation in lieu
22 thereof;
23 (e) Willfully failing to provide accurate semi-monthly itemized wage
24 statements;
25 (f) Failing to pay all wages due upon separation of employment; and
26 (g) Failing to reimburse employees for expenses and losses incurred in
27 discharging duties.

1 contractors within four years prior to the filing of this action to the time
2 the class is certified.

3 18. Plaintiff also seeks to certify the following Subclass:

4 Waiting Time Subclass

5 All members of the Class who separated their working relationship from
6 Defendants within three years prior to the filing of this action to the time
7 the Subclass is certified.

8 19. Members of the Class and Subclass described above will collectively be referred to
9 as "class members." Plaintiff reserves the right to establish other or additional subclasses, or modify
10 any Class or Subclass definition, as appropriate based on investigation, discovery and specific
11 theories of liability.

12 20. This action has been brought and may properly be maintained as a class action under
13 the California Code of Civil Procedure § 382 because there are common questions of law and fact
14 as to the Class that predominate over questions affecting only individual members including, but
15 not limited to:

- 16 a. Whether Defendants misclassified Plaintiff and class members as
17 independent contractors rather than non-exempt employees;
- 18 b. Whether Defendants failed to wages for all hours worked by Plaintiff and
19 class members;
- 20 c. Whether Defendants deprived Plaintiff and class members of timely meal
21 periods or required Plaintiff and class members to work through rest breaks
22 without compensation;
- 23 d. Whether Defendants deprived Plaintiff and class members of rest breaks or
24 required Plaintiff and class members to work through rest breaks without
25 compensation;
- 26 e. Whether Defendants failed to timely pay Plaintiff and class members all
27 earned wages during their employment;
- 28

- 1 f. Whether Defendants failed to timely pay Plaintiff and former class members
2 all wages due upon termination or within 72 hours of resignation;
- 3 g. Whether Defendants failed to furnish Plaintiff and class members with
4 accurate wage statements;
- 5 h. Whether Defendants failed to reimburse Plaintiff and class members for all
6 necessary business expenses incurred; and
- 7 i. Whether Defendants engaged in unfair business practices in violation of
8 Business & Professions Code §§ 17200, *et seq.*

9 21. There is a well-defined community of interest in the litigation and the Class is
10 readily ascertainable.

- 11 (a) Numerosity: The members of the Class are so numerous that joinder of all
12 members is impractical. Although the members of the Class are unknown to
13 Plaintiff at this time, on information and belief, the Class is estimated to be
14 greater than 100 individuals. The identity of the class members are readily
15 ascertainable by inspection of Defendants' employment and payroll records.
- 16 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
17 claims (or defenses, if any) of the Class because Defendants' failure to
18 comply with the provisions of California wage and hour laws entitled each
19 class member to similar pay, benefits and other relief. The injuries sustained
20 by Plaintiff are also typical of the injuries sustained by the Class because
21 they arise out of and are caused by Defendants' common course of conduct
22 as alleged herein.
- 23 (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent
24 and protect the interests of all members of the Class because it is in his best
25 interests to prosecute the claims alleged herein to obtain full compensation
26 and penalties due him and the Class. Plaintiff's attorneys, as proposed class
27 counsel, are competent and experienced in litigating large employment class
28 actions and are versed in the rules governing class action discovery,

1 certification and settlement. Plaintiff have incurred and, throughout the
2 duration of this action, will continue to incur attorneys' fees and costs that
3 have been and will be necessarily expended for the prosecution of this action
4 for the substantial benefit of each class member.

5 (d) Superiority: The nature of this action makes the use of class action
6 adjudication superior to other methods. A class action will achieve
7 economies of time, effort and expense as compared with separate lawsuits,
8 and will avoid inconsistent outcomes because the same issues can be
9 adjudicated in the same manner and at the same time for each Class. If
10 appropriate this Court can, and is empowered to, fashion methods to
11 efficiently manage this case as a class and/or collective action.

12 (e) Public Policy Considerations: Employers in the State of California and other
13 states violate employment and labor laws every day. Current employees are
14 often afraid to assert their rights out of fear of direct or indirect retaliation.
15 Former employees are fearful of bringing actions because they believe their
16 former employers might damage their future endeavors through negative
17 references and/or other means. Class actions provide the class members who
18 are not named in the complaint with a type of anonymity that allows for the
19 vindication of their rights at the same time as affording them privacy
20 protections.

21 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

22 22. Plaintiff's claims are appropriately suited for a Labor Code Private Attorneys
23 General Act of 2004 (PAGA) action because this action involves allegations of violations of
24 provisions of the California Labor Code that provides for a civil penalty to be assessed and
25 collected by the Labor and Workforce Development ("LWDA") or any departments, divisions,
26 commission, boards, agencies or employees, or for which a penalty is provided for under the
27 Labor Code § 2699(f).

28 23. Plaintiff is an "aggrieved employee" because he was employed by the alleged

1 violator and had one or more of the alleged violations committed against him.

2 24. On July 31, 2017 Plaintiff served the Labor and Workforce Development Agency
3 and Defendant with his written notice pursuant to Labor Code § 2699.3(a)(1) of his intent to
4 pursue civil penalties pursuant to the PAGA.

5 25. The LWDA did not provide notice of its intention to investigate Plaintiff's
6 allegations against Defendant. The 65-day period prescribed by § 2699.3(a)(2)(A) has expired.
7 Therefore, Plaintiff has satisfied the administrative notice requirements to pursue a PAGA state
8 enforcement action on behalf of the state and all other aggrieved employees.

9 26. Plaintiff has filed this action pursuant to Labor Code §§ 2698, 2699(a) and (f), on
10 behalf of himself and all other aggrieved employees of Defendants to recover civil penalties. Said
11 penalties include unpaid wages which are to be paid to the affected employees pursuant to Labor
12 Code § 558 subdivisions (a)(1) and (a)(3).

13 **GENERAL ALLEGATIONS**

14 27. At all relevant times herein, Defendants classified and treated Plaintiff and other
15 persons as independent contractors.

16 28. Plaintiff performed services for Lab Express as a courier during the relevant time
17 period, and was classified by Lab Express as an independent contractor.

18 29. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
19 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
20 knowledgeable about California wage and hour law, employment and personnel practices and the
21 requirements of California.

22 30. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
23 pattern of employment violations, including wage and hour violations, under the California Labor
24 Code, Civil Code and IWC Wage Orders, all of which contribute to Defendants' deliberate unfair
25 competition.

26 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 employed and exercised control over the wages, hours, and working conditions of others similarly
28 situated and all other aggrieved employees. Among other elements of control, Defendants provided

1 class members specific written instructions as to exactly how to perform their job, what route to
2 take, the time it should take to complete each route, and dictated the clothing class members were
3 required to wear, including a shirt with Lab Express' logo on it. Defendants enjoyed the ability to
4 terminate employment relationships of the class members.

5 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and others similarly situated and all other aggrieved employees
7 were entitled to receive entitled to receive all wages and that they were not receiving all wages for
8 work that was required to be performed. In violation of the Labor Code and IWC Wage Orders,
9 Plaintiff and others similarly situated and all other aggrieved employees were not paid at all wages
10 for hours worked, including overtime wages.

11 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and others similarly situated and all other aggrieved
13 employees were entitled to receive all meal periods or payment of one (1) additional hour of pay at
14 Plaintiff's and others similarly situated and all other aggrieved employees' regular rate of pay when
15 they did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC
16 Wage Orders, Plaintiff and others similarly situated and all other aggrieved employees did not
17 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and others
18 similarly situated and all other aggrieved employees' regular rate of pay when they did not receive
19 a timely, uninterrupted meal period.

20 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and others similarly situated and all other aggrieved employees
22 were entitled to receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff and
23 others similarly situated and all other aggrieved employees' regular rate of pay when a rest break
24 was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and others similarly
25 situated and all other aggrieved employees did not receive all rest breaks or payment of one (1)
26 additional hour of pay at Plaintiff and others similarly situated and all other aggrieved employees'
27 regular rate of pay when a rest break was missed.

1 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and others similarly situated and all other aggrieved employees
3 were entitled to timely payment of wages during their employment. In violation of the California
4 Labor Code, Plaintiff and others similarly situated and all other aggrieved employees did not
5 receive payment of all wages within permissible time periods.

6 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and Waiting Time class members and all other aggrieved
8 employees were entitled to timely payment of wages upon separation of employment. In violation
9 of the California Labor Code, Plaintiff and Waiting Time class members and all other aggrieved
10 employees did not receive payment of all wages including, but not limited to, unpaid minimum
11 wages, meal period premiums, and rest break premiums within permissible time periods.

12 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and others similarly situated and all other aggrieved employees
14 were entitled to receive complete and accurate wage statements in accordance with California law.
15 In violation of the California Labor Code, Plaintiff and others similarly situated and all other
16 aggrieved employees were not furnished with complete and accurate wage statements showing their
17 total hours worked, number of hours worked at each hourly rate and gross and net wages, among
18 other things.

19 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and others similarly situated and all other aggrieved employees
21 were entitled to reimbursement for all business-related expenditures. In violation of the Labor
22 Code, Plaintiff and others similarly situated and all other aggrieved employees did not receive
23 indemnification or reimbursement for all business-related expenditures, including expenses
24 associated with driving their personal vehicles.

25 39. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
26 herein, Defendants knew or should have known that it had a duty to compensate Plaintiff and others
27 similarly situated and all other aggrieved employees, and that Defendants had the financial ability
28

1 to pay such compensation but willfully, knowingly and intentionally failed to do so, all in order to
2 increase Defendants' profits.

3 40. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
4 against Defendants on behalf of himself and all others similarly situated and all other aggrieved
5 employees to recover, among other things, unpaid wages, interest, attorneys' fees, penalties, costs
6 and expenses.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES**

9 (Violation of Labor Code §§ 200 *et seq.*, 510, 1194, 1197 and 1198)

10 41. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 42. During the relevant time period, Defendants were required to compensate Plaintiff
13 and others similarly situated and all other aggrieved employees for all hours worked, pursuant to
14 Labor Code §§ 200 *et seq.*, 510, 1194, 1197, 1198, and the applicable IWC Wage Order.

15 43. Labor Code § 510 codifies the right to overtime compensation at one and one-half
16 times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)
17 hours in a week or for the first eight (8) hours worked on the seventh day of work.

18 44. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
19 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
20 the minimum so fixed is unlawful.

21 45. During the relevant time period, Defendants failed to pay Plaintiff and class
22 members all wages when Defendants paid Plaintiff and others similarly situated and all other
23 aggrieved employees less than minimum wage for training hours and failed to pay Plaintiff and
24 others similarly situated and all other aggrieved employees for all overtime hours at the applicable
25 overtime rate, among other reasons.

26 46. During the relevant time period, Defendants regularly failed to pay all wages to
27 Plaintiff and others similarly situated and all other aggrieved employees for all hours worked in
28 violation of the Labor Code and the applicable IWC Wage Order.

1 major fraction thereof worked because Defendant did not authorize or permit them to take rest
2 periods.

3 62. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
4 an employer to pay an employee one additional hour of pay at the employee's regular rate of
5 compensation for each work day that the rest period is not provided.

6 63. At all relevant times, Defendants failed to pay Plaintiff and others similarly situated
7 and all other aggrieved employees the full rest period premium for missed or interrupted rest
8 periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

9 64. As a result of Defendants' failure to pay Plaintiff and others similarly situated and
10 all other aggrieved employees an additional hour of pay for each day a rest period was not provided,
11 Plaintiff and others similarly situated and all other aggrieved employees suffered and continue to
12 suffer a loss of wages and compensation.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES UPON SEPARATION**

15 **OF EMPLOYMENT AND WITHIN THE REQUIRED TIME**

16 **(Violations of Labor Code §§ 201, 202, 203 and 210)**

17 65. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs, as
18 though fully set forth herein.

19 66. California Labor Code §§ 201 and 202 provide that if an employer discharges an
20 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
21 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
22 due and payable not later than seventy-two (72) hours thereafter, unless the employee has given
23 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
24 is entitled to his or her wages at the time of quitting.

25 67. During the relevant time period, Defendants willfully failed to pay Plaintiff and
26 Waiting Time Subclass Members and all other aggrieved employees all their earned wages upon
27 termination including, but not limited to, minimum wages, either at the time of discharge or within
28 seventy-two (72) hours of their leaving Defendants' employ.

1 74. Defendants have intentionally and willfully failed to provide Plaintiff and others
2 similarly situated and all other aggrieved employees with complete and accurate wage statements.
3 The deficiencies include, among other things, the failure to list the gross wages earned, net wages
4 earned, hours worked, and all applicable hourly rates in effect during the pay period.

5 75. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
6 class members have suffered injury and damage to their statutorily protected rights. Specifically,
7 Plaintiff and others similarly situated and all other aggrieved employees have been injured by
8 Defendants' intentional violation of California Labor Code § 226(a) because they were denied both
9 their legal right to receive, and their protected interest in receiving, accurate itemized wage
10 statements under California Labor Code § 226(a). In addition, because Defendants failed to provide
11 the accurate rates of pay on wage statements, Defendants have prevent Plaintiff and others similarly
12 situated and all other aggrieved employees from determining if all hours worked were paid at the
13 appropriate rate and the extent of the underpayment. Plaintiff has had to file this lawsuit in order to
14 analyze whether in fact Plaintiff was paid correctly and the extent of the underpayment, thereby
15 causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these
16 efforts and incur these costs had Defendants provided the accurate rate of pay. This has also delayed
17 Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

18 76. California Labor Code § 226(a) requires an employer to pay the greater of all actual
19 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one
20 hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
21 attorney's fees and costs, to each employee who was injured by the employer's failure to comply
22 with California Labor Code § 226(a).

23 77. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
24 others similarly situated and all other aggrieved employees from knowing, understanding and
25 disputing the wages paid to them, and resulted in an unjustified economic enrichment to
26 Defendants. As a result of Defendants' knowing and intentional failure to comply with California
27 Labor Code § 226(a), Plaintiff and others similarly situated and all other aggrieved employees have
28

1 suffered an injury, the exact amount of damages and/or penalties is all in an amount to be shown
2 according to proof at trial.

3 78. Plaintiff and others similarly situated and all other aggrieved employees are also
4 entitled to injunctive relief under California Labor Code § 226(g), compelling Defendants to
5 comply with California Labor Code § 226, and seek the recovery of attorneys' fees and costs
6 incurred in obtaining this injunctive relief.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

9 **(Violation of Labor Code § 2802)**

10 79. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 80. Labor Code § 2802 requires employers to indemnify their employees for all
13 necessary expenditures or losses incurred by employees in direct consequence of the discharge of
14 their duties.

15 81. During the relevant time period, Plaintiff and others similarly situated and all other
16 aggrieved employees incurred necessary business-related expenses that were not fully reimbursed
17 by Defendants, including, but not limited to, expenses associated with driving their personal
18 vehicles to perform work for Defendants, and phone and internet costs and service fees. On
19 information and belief, none of these expenditures or losses were reimbursed by Defendants to
20 Plaintiff and others similarly situated and all other aggrieved employees.

21 82. In violation of Labor Code §§ 2800 and 2802, Defendants failed to indemnify
22 Plaintiff and class members for these expenses.

23 83. In committing the violations as herein alleged, Defendants have intentionally and
24 willfully failed to fully reimburse Plaintiff and others similarly situated and all other aggrieved
25 employees for necessary business-related costs and expenses. As a direct result, Plaintiff and others
26 similarly situated and all other aggrieved employees have suffered (and in the case of those still
27 employed by Defendants, continue to suffer) substantial losses.

28 ///

