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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13
14 **FOR THE COUNTY OF RIVERSIDE**

15 JUAN FRANCO, individually and on behalf of
16 all others similarly situated,

17 Plaintiff,

18 v.

19 US FOODS, INC. DBA U.S. FOODSERVICE,
20 INC., a Delaware Corporation, and DOES 1 to
21 100, inclusive,

22 Defendant.

CASE NO: RIC2004073

CLASS ACTION

**PLAINTIFF'S CLASS ACTION AND PAGA
REPRESENTATIVE COMPLAINT FOR:**

**(1) FAILURE TO REIMBURSE BUSINESS
EXPENSES (LABOR CODE § 2802);
(2) UCL VIOLATIONS (CAL. BUS. & PROF.
CODE §§ 17200-17204);
(3) PAGA PENALTIES (LABOR CODE § 2698
et seq.); AND**

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Riverside
10/13/2020
E. Escobedo
Electronically Filed

1 Plaintiff Juan Franco, ("Plaintiff"), on behalf of himself, the Aggrieved Employees, the
2 State of California, and all others similarly situated (hereinafter "Class Members"), complains and
3 alleges as follows:

4 **OVERVIEW OF CLAIMS**

5 1. Plaintiff brings this action on behalf of himself and all others similarly situated, as a
6 Class Action, as a Representative Action, and on behalf of the California general public, against
7 Defendant US Foods, Inc. dba U.S. Foodservice, Inc. ("US Foods") and Does 1 to 100
8 ("Defendant") for its (1) failure to reimburse its current and former truck drivers for their work-
9 related business cell phone expenses in California for which they have not been fully reimbursed;
10 (2) unfair business practices based on the foregoing; and (3) PAGA penalties based on the
11 foregoing. As a result of the foregoing, Defendant has violated California statutory laws as
12 described below.

13 2. The "Class Period" is designated as the period from four years prior to the filing of
14 this action through the trial date. Defendant's violations of California's wage and hour laws and
15 unfair competition laws, as described more fully below, have been ongoing throughout the Class
16 Period.

17 3. The "PAGA Period" is designated as the period from one year prior to Plaintiff's
18 mailing of the LWDA notice letter (*i.e.*, August 6, 2019) through the present.

19 **VENUE**

20 4. Venue is proper in this county under section 395.5 of the California Code of Civil
21 Procedure as the allegations herein took place within the County of Riverside. Further, US Foods
22 keeps and maintains a regional headquarters in Corona, California. Many of the putative Class
23 Members were employed and/or performed work during the Class Period by Defendant in
24 Riverside County, where US Foods maintains its Corona, California terminal. Finally, many of the
25 acts alleged herein including Defendant's failure to reimburse Plaintiff and Class Members for all
26 their business expenses, occurred in Riverside County. Venue is therefore proper in Riverside
27 County.

1 **JURISDICTION**

2 5. Defendant is within the jurisdiction of this Court. Defendant transacts millions of
3 dollars of business by distributing food throughout California. Thus, Defendant has obtained the
4 benefits of the laws of the State of California. In addition, Plaintiff asserts no claims arising under
5 federal law. Rather, Plaintiff brings causes of action based solely on, and arising from, California
6 law. The claims of the class are also individual claims for violations of California law described
7 herein. The total amount at issue for the Class, the LWDA, and the Aggrieved Employees is under
8 \$3 million.

9 **THE PARTIES**

10 6. Plaintiff Juan Franco resides in Moreno Valley, California in Riverside, California.
11 Throughout the Class Period and the PAGA period, US Foods employed Plaintiff as a truck driver.
12 From at least four years ago through the present, US Foods' drivers, including Plaintiff during his
13 employment, were not reimbursed incurred business expenses in the course of carrying out their job
14 duties in California, specifically including cell phone business expenses.

15 7. Plaintiff represents the State of California and the following group of employees:
16 *Plaintiff and all other California residents who are or were employed by Defendant as a truck*
17 *driver or in any similar capacity, and who worked at least one shift in California from August 6,*
18 *2019 through date of class certification* (the "Aggrieved Employees"). All such Aggrieved
19 Employees are and were subject to Defendant's unlawful cell phone reimbursement policy, as
20 described in further detail below.

21 8. Plaintiff further seeks to represent a class defined as: *Plaintiff and all other*
22 *California residents who are or were employed by Defendant as a truck driver or in any similar*
23 *capacity, and who worked at least one shift in California from four years ago through the date of*
24 *class certification* ("the Class Members"). All such Class Members are and were subject to
25 Defendant's unlawful cell phone reimbursement policy, as described in further detail below.

26 9. Defendant US Foods, Inc. dba U.S. Foodservice, Inc. ("US Foods") is a Delaware
27 Corporation with its principal place of business in Rosemont, Illinois. US Foods is the second
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1 largest food distributor in North America. US Foods operates throughout California, including in
2 central and southern California. US Foods was the employer of Plaintiff, Class Members, and the
3 Aggrieved Employees for all relevant time periods.

4 10. The true names and capacities, whether individual, corporate, associate, or
5 otherwise, of Defendants sued herein as DOES 1 to 100 inclusive, are currently unknown to
6 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure §
7 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
8 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
9 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
10 capacities of the Defendants designated hereinafter as DOES when such identities become known.

11 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
13 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
14 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
15 employer and/or joint employer of Plaintiff, the Class Members, and the other Aggrieved
16 Employees. Further, Labor Code § 558.1 explicitly allows Plaintiff to name any owner, director,
17 officer, or managing agent of US Foods as a Doe Defendant for violations of Labor Code § 2802.

18 12. Plaintiff, the Class Members, and the Aggrieved Employees were employed by
19 Defendant as truck drivers in California at various times during the Class Period. Due to turnover
20 during the Class Period, the total number of class members is estimated to be approximately 750.

21 **FACTUAL ALLEGATIONS**

22 13. Defendant operates and, at all times during the Class Period and PAGA Period, has
23 done and does business in California as a food distributor. Defendant, in the course of operating
24 its business in California during the Class Period, employed Plaintiff, the Aggrieved Employees,
25 and the Class Members.

26 14. Since at least four years ago, Plaintiff, the Aggrieved Employees, and the Class
27 Members, at the direction of Defendant and/or with Defendant's knowledge and acquiescence,
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1 have used their personal cell phones to remain in contact with their managers, dispatchers and
2 customers to perform necessary work-related duties on their California routes.

3 15. Among other things, during the Class Period, Defendant requires and required its
4 truck drivers to use their personal cell phones for work-related reasons, specifically including
5 directing the aggrieved employees and putative class members to “call” clients under various
6 circumstances. Attached hereto are a number of Driver Itineraries in which Plaintiff and other
7 drivers who are aggrieved employees were directed by Defendant to call or text Defendant’s
8 customers upon their arrival for deliveries.

9 16. For example, one Driver Itinerary states, “...If you arrive for delivery before 6 AM
10 please call the control department to let drivers in. Their phone # is (760) 863-7600 to let in”. See
11 **Exhibit 1**. Defendant provided no mechanism for drivers to make such calls and no phones are or
12 were available outside the client’s property to make sure calls. Thus, it was and is reasonably
13 inferable that Defendant was requesting Plaintiff to bring and potentially use his personal cell
14 phone for this route. Similarly, for the Dave and Buster’s route in Irvine, Defendant’s Driver
15 Itinerary stated, “contact Tony or Miguel 949-885-0913”. See **Exhibit 2**. Since a cell phone
16 number for the client customer is listed, and there was no mechanism for contact other than a call
17 or text, it was again reasonably inferable that Defendant expected Plaintiff to bring his personal
18 cell phone for potential work-related usage. Another example is the Alpine Conference delivery
19 where the Driver Itinerary notes that “Ken is always onsite 909-337-6287. Brooke Smith Manager
20 909-337-6287. See **Exhibit 3**. It appears that drivers here were asked to pick up a key since the
21 itinerary states that there was a “Key Stop”, and hence the need for the call or text to Brooke.

22 17. Additional examples of Defendant’s Driver Itineraries demonstrate conclusively
23 that Defendant expected its drivers under a variety of circumstances to bring with them functional
24 personal cell phones with traveling cell service for work-related purposes. For instance, the Driver
25 Itinerary for the Grand Central delivery in Palm Springs the Driver Itinerary states, “...if you run
26 into alarm issues, contact John - 415-308-4106”. See **Exhibit 4**. Again, no method of contacting
27 the customer was provided or suggested to Defendant’s drivers, so they reasonably assumed they
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1 needed to use their personnel cell phones to make calls or texts for Defendant in such
2 circumstances. Likewise, for the delivery to Kaiser Permanente in Ontario, the Driver Itinerary
3 stated, “Contact Laura Embree 909-724-2226...”, to coordinate juice deliveries to the building.
4 See **Exhibit 5**.

5 18. At times, Drivers’ personal cell phone usage was mandated to effectuate the
6 delivery in certain ways. For example, Defendant’s Driver Itinerary for VA Canteen VCS
7 instructed drivers to “Call Kitchen to Open Door – 213.253.2677 Ext. 2435”. See **Exhibit 6**. At
8 Montclair Royal Dr Living, drivers were instructed to, “Deliver thru the back – if no one is there
9 call Sue – 909-621-3545. See **Exhibit 7**.

10 19. Early or late deliveries also triggered the drivers’ responsibility to make calls or
11 texts to customers, such as, with Kaiser in Baldwin Park, where drivers were told, “...if you arrive
12 early, call security to open gate and kitchen. 626.851.5115. See **Exhibit 8**. In fact, calling security
13 was a frequent occurrence at various health care clients, including at St. Mary’s Medical Center,
14 where drivers were told to, “...Call 562-491-9932 when you arrive to have the gate opened by
15 security...” See **Exhibit 9**.

16 20. In addition to the foregoing, drivers often had to call Defendant’s dispatcher for
17 work-related reasons when Defendant’s dispatchers’ radios were not on. See e.g., **Exhibit 10**.
18 Additionally, Defendant’s dispatchers and managers maintained lists of aggrieved employees’ and
19 Class Members’ personal cell phone numbers to facilitate communications with them by phone
20 calls and texts about necessary work-related tasks. As a result, Plaintiff and the aggrieved
21 employees and Class Members, frequently during their workdays, used their personal cell phone to
22 remain in contact with their managers, dispatchers and, in many cases, Defendant’s customers, all
23 with the knowledge and/or acquiescence of Defendant.

24 21. Plaintiff, the Aggrieved Employees, and Class Members were thus expected by
25 Defendant to pay for, and have personally paid for, the purchase and maintenance of cell phones
26 used by Plaintiff, the Aggrieved Employees, and Class Members in the discharge of their job
27 duties (the “cell phone business expenses”). These expenses ranged, but typically amounted to
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1 between \$50 per month to \$75 per month or more (for the entire data and cell phone plan) per
2 Aggrieved Employee and/or Class Member. At least 10-20% of the data and calls were work-
3 related for the Class Members and Aggrieved Employees.

4 22. In sum, Defendant's expense-related policies and/or practices require and expect,
5 and/or with Defendant's knowledge thereof permit, Plaintiff and the aggrieved employees and
6 Class Members to pay for cell phone business expenses incurred in direct consequence of
7 discharging their necessary and business-related job duties on behalf of Defendant, without
8 reimbursement in full by Defendant for such expenses, as required by California law.

9 23. Defendant does not maintain an expense reimbursement policy and/or practice
10 stating that Defendant will affirmatively reimburse Plaintiff and the aggrieved employees and
11 Class Members for a reasonable portion of their monthly personal cell phone bills and expenses
12 necessarily incurred in their discharge of their duties, as required by Labor Code sections 2802(a)
13 and (c) and the holding of *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (Cal.
14 Aug. 12, 2014) ("We hold that when employees must use their personal cell phones for work-
15 related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
16 employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
17 owed is a reasonable percentage of their cell phone bills.") (reversing denial of class certification
18 in cell phone reimbursement class action and setting forth the applicable law for these claims);
19 *Aguilar v. Zep, Inc.*, 2014 WL 4245988 *17 (N.D. Cal. Aug. 27, 2014) (granting plaintiffs' motion
20 for partial summary judgment on the plaintiffs' cell phone reimbursement claim); *Ritchie v. Blue*
21 *Shield of California*, 2014 WL 6982943, at *21 (N.D. Cal. Dec. 9, 2014) (Hon. Edward Chen)
22 (certifying class of cell phone reimbursement claim and adopting the logic of *Cochran*). To the
23 contrary, although Plaintiff and the Aggrieved Employees and Class Members used their personal
24 cell phones for necessary work-related purposes to perform their job duties with the knowledge of
25 and/or acquiescence of Defendant, Defendant did not reimburse Plaintiff, the Aggrieved
26 Employees, or the Class Members in any amount for any such expenses incurred throughout the
27 Class Period or the PAGA Period. Defendant's failure to reimburse Plaintiff, the Aggrieved
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1 Employees, and the Class Members for their on-going cell phone business expenses incurred in
2 their discharge of their duties continues through the present day.

3 24. In short, Defendant's policies and/or practices require and expect, and/or with
4 Defendant's knowledge thereof permit, Plaintiff, the Class, and the aggrieved employees to pay for
5 cell phone business expenses incurred in direct consequence of discharging their duties on behalf
6 of Defendant, without reimbursement for a reasonable percentage of the monthly cell phone bills
7 by Defendant for such expenses. Defendant has maintained its policies and/or practices of denying
8 reimbursement in full of Plaintiff's, the Class' and the aggrieved employees' necessarily incurred
9 business expenses, or substantially similar policies, throughout California and throughout the Class
10 and PAGA Period.

11 25. Defendant is aware or should have been aware that Plaintiff, the Class, and the
12 aggrieved employees regularly incur cell phone business expenses in the discharge of their duties
13 as employees by virtue of Defendant's instructions to Plaintiff, the Class, and the aggrieved
14 employees to call clients at various stops, and managements' communications with Plaintiff and
15 the aggrieved employees and class members via their cell phones. Defendant nevertheless has,
16 throughout the PAGA Period and Class Period, failed and refused to reimburse Plaintiff and the
17 aggrieved employees for such cell phone business expenses incurred by them in connection with
18 their work. Notably, Defendant US Foods was previously sued for and settled on a class basis for
19 its drivers for identical claims. *See Alcazar v. US Foods*, LASC Case No. BC567664, final
20 approval granted on March 18, 2016 with class and PAGA release through September 15, 2015.
21 As a result, Defendant was definitely "on notice" of these claims and all violations here are
22 arguably "subsequent" violations under the statute. See Labor Code section 2699(f)(2). Final
23 Judgment was entered in *Alcazar v. US Foods*, LASC Case No. BC567664 on March 18, 2016.

24 26. As background, under California Labor Code § 2699(f)(2), Defendant is subject to a
25 civil penalty of \$100 per pay period penalty for each employee for each initial violation of the
26 aforementioned labor code violations, and \$200 for each subsequent pay period where the
27 violation occurred. Pursuant to *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209
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1 (2008), “[u]ntil the employer has been notified that it is violating a Labor Code provision (whether
2 or not the Commissioner or court chooses to impose penalties), the employer cannot be presumed
3 to be aware that its continuing underpayment of employees is a “violation” subject to penalties.
4 However, after the employer has learned its conduct violates the Labor Code, the employer is on
5 notice that any future violations will be punished just the same as violations that are willful or
6 intentional - *i.e.*, they will be punished at twice the rate of penalties that could have been imposed
7 or that were imposed for the initial violation.” *Id.*

8 27. An employer is deemed to have notice of the illegality of its conduct triggering the
9 heightened penalties under *Amaral* once it receives either a lawsuit or written notice from the
10 Plaintiff of the alleged violation. *See In re Taco Bell Wage & Hour Actions* 2016 U.S. Dist. LEXIS
11 48557, No. 1:07-cv-01314-SAB at *24-25 (E.D. Cal. Apr. 8, 2016) (holding that the subsequent
12 penalties under PAGA applied for each pay period following the filing of the lawsuit because
13 “[a]fter being served with this lawsuit, Defendants would have been on notice that their autopay
14 policy of only paying one half hour of compensation for each missed or short lunch period would
15 be a violation of California law...As of this date, Defendant was clearly notice of the violation
16 based on the prior lawsuit, and thus all further violations as set forth herein should be subject to
17 subsequent violation penalties.”). Here, the prior lawsuit and settlement constitutes such notice.

18 28. Plaintiff, the Aggrieved Employees, and Class Members have been harmed by
19 Defendant’s unlawful business expense policies and/or practices in that they have not been paid for
20 any cell phone business expenses incurred while employed by Defendant in California, thereby
21 diminishing their agreed-upon compensation, and not reimbursing according to law, in substantial
22 amounts to be proved at trial.

23 29. Plaintiff has fully and completely exhausted and/or will have fully and completed
24 and exhausted his administrative remedies under PAGA prior to proceeding with the PAGA claim.
25 On August 6, 2020, Plaintiff filed his PAGA Notice online with the Labor Workforce
26 Development Agency (“LWDA”) and sent a letter by certified mail to Defendant setting forth the
27 facts and theories of the violations alleged against Defendant, as prescribed by Labor Code § 2698
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1 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee with the LWDA by regular
2 mail. Pursuant to Labor Code § 2699.3(a)(2)(A), Plaintiff will have satisfied his administrative
3 pre-requisites after sixty-five (65) calendar days of the postmark date of the PAGA notice have
4 elapsed, i.e., by October 12, 2020.

5 **CLASS ACTION ALLEGATIONS**

6 30. Plaintiff brings this action on behalf of himself and all others similarly situated as a
7 class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class
8 composed of and defined as *Plaintiff and all other California residents who are or were employed*
9 *by Defendant as truck drivers or in any other similar capacity, and who worked at least one shift*
10 *in California from four years ago through the date of class certification* (“Class Members”). All
11 such Class Members were subject to Defendant’s policy and practice of not fully reimbursing
12 drivers’ cell phone expenses.

13 31. This action has been brought and may properly be maintained as a class action
14 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
15 litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representative of the
16 Class:

17 a. Numerosity: The potential members of the Class as defined are so
18 numerous that joinder of all the members of the Class is impracticable. While the precise number
19 of Class Members has not been determined at this time, Plaintiff is informed and believes that
20 Defendant has employed approximately 750 drivers during the Class Period. The Class Members
21 are dispersed throughout California. Joinder of all members of the proposed classes is therefore
22 not practicable.

23 b. Commonality: There are questions of law and fact common to Plaintiff and
24 the Class that predominate over any questions affecting only individual members of the Class.
25 These common questions of law and fact include, without limitation:

26 i. Whether Plaintiff and Class Members incurred unreimbursed business
27 expenses in the discharge of their duties as employees, including but not limited to expenses for
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1 cellular phones and monthly cellular phone bills, in violation of Labor Code § 2802;

2 ii. Whether Defendant intended, suffered and/or permitted, and/or knew and/or
3 should have known that Plaintiff and Class Members incurred unreimbursed cell phone business
4 expenses, in the discharge of their duties as employees;

5 iii. Whether Defendant's failure to reimburse the cell phone business expenses
6 incurred by Plaintiff and Class Members was the result of, and/or pursuant to, a business policy or
7 regular practice of Defendant;

8 iv. Whether Plaintiffs are entitled to restitution under Business and Professions
9 Code § 17200;

10 v. Whether Defendant owes penalties pursuant to PAGA for failing to
11 reimburse its drivers for the necessarily incurred business expenses.

12 vi. The proper formula(s) for calculating damages, interest, and restitution
13 owed to Plaintiff and the Class Members;

14 vii. The nature and extent of class-wide damages.

15 c. Typicality: Plaintiff's claims are typical of the claims of the Class. Both
16 Plaintiff and Class Members sustained injuries and damages, and were deprived of property rightly
17 belonging to them, arising out of and caused by Defendant's common course of conduct in
18 violation of law as alleged herein, in similar ways and for the same types of expenses.

19 d. Adequacy of Representation: Plaintiff is a member of the Class and will
20 fairly and adequately represent and protect the interests of the Class and Class Members.
21 Plaintiff's interests do not conflict with those of Class and Class Members. Counsel who represent
22 Plaintiff are competent and experienced in litigating large wage and hour class actions, and will
23 devote sufficient time and resources to the case and otherwise adequately represent the Class and
24 Class Members.

25 e. Superiority of Class Action: A class action is superior to other available
26 means for the fair and efficient adjudication of this controversy. Individual joinder of all Class
27 Members is not practicable, and questions of law and fact common to the Class predominate over
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1 any questions affecting only individual members of the Class. Each Class Member has been
2 damaged or may be damaged in the future by reason of Defendant's unlawful policies and/or
3 practices of not fully reimbursing business expenses. Certification of this case as a class action
4 will allow those similarly situated persons to litigate their claims in the manner that is most
5 efficient and economical for the parties and the judicial system. Certifying this case as a class
6 action is superior because it allows for efficient and full disgorgement of the ill-gotten gains
7 Defendant has enjoyed by maintaining its unlawful business expense reimbursement policies
8 and/or practices, and will thereby effectuate California's strong public policy of protecting
9 employees from deprivation or offsetting of compensation earned in their employment. If this
10 action is not certified as a Class Action, it will be impossible as a practical matter for many or most
11 Class Members to bring individual actions to recover monies unlawfully withheld from their
12 lawful compensation due from Defendant's, due to the relatively small amounts of such individual
13 recoveries relative to the costs and burdens of litigation.

14 **FIRST CAUSE OF ACTION**
15 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
16 **[Cal. Labor Code § 2802]**
On Behalf of Plaintiff and the Class Against Defendant

17 32. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
18 in the preceding paragraphs.

19 33. The actionable period for this cause of action is from three years ago through the
20 present.

21 34. Labor Code § 2802(n) provides that "[a]n employer shall indemnify his or her
22 employee for all necessary expenditures or losses incurred by the employee in direct consequence
23 of the discharge of his or her duties." Section 2802(c) defines "necessary" to include all
24 "reasonable costs."

25 35. In order to discharge their duties for Defendant, Plaintiff and similarly situated
26 Class Members were and are required and expected by Defendant to use their own personal cell
27 phones for work-related calls between Defendant's managers, dispatchers and customers.
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1 However, although having knowledge of such usage, Defendant did not reimburse Plaintiff and
2 similarly situated Class Members for a reasonable percentage of their monthly cellular phone bills,
3 as required by California law as stated in *Cochran v. Schwan's Home Service, Inc.*, 228
4 Cal.App.4th 1137 (August 12, 2014) ("We hold that when employees must use their personal cell
5 phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them.
6 Whether the employees have cell phone plans with unlimited minutes or limited minutes, the
7 reimbursement owed is a reasonable percentage of their cell phone bills.").

8 36. Defendant's failure to pay for or reimburse the work-related business expenses of
9 Plaintiff and Class Members violated non-waivable rights secured to Plaintiff and Class Members
10 by Labor Code §2802. See Labor Code §2804. Plaintiff and similarly situated Class Members are
11 entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and
12 costs, under Labor Code § 2802(c).

13 **SECOND CAUSE OF ACTION**
14 **UNFAIR COMPETITION LAW VIOLATIONS**
15 **[Bus. & Prof. Code § 17200]**
On Behalf of Plaintiff and the Class Against Defendant

16 37. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
17 in the preceding paragraphs.

18 38. Section 17200 of the California Business & Professions Code prohibits any
19 unlawful, unfair, or fraudulent business practices. Business & Professions Code § 17204 allows
20 "any person who has suffered injury in fact and has lost money or property" to prosecute a civil
21 action for violation of the UCL. Such a person may bring such an action on behalf of himself and
22 others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

23 39. Under section 17208 of the California Business and Professions Code, the statute of
24 limitations for a claim under Section 17200 is four years. Accordingly, the actionable period for
25 this cause of action is from four years ago through the present.

26 40. Section 90.5(a) of the Labor Code states that it is the public policy of California to
27 enforce vigorously minimum labor standards in order to ensure employees are not required to work
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1 under substandard and unlawful conditions, and to protect employers who comply with the law
2 from those who attempt to gain competitive advantage at the expense of their workers by failing to
3 comply with minimum labor standards.

4 41. Beginning on a date at least four years prior to the filing of this Complaint, and
5 continuing to the present, Defendant has committed unlawful, unfair, and/or fraudulent business
6 acts and practices as defined by the UCL, by failing to reimburse and indemnify Plaintiff and
7 similarly situated Class Members for employment-related cell phone business expenses, in
8 violation of Labor Code § 2802.

9 42. As a direct and proximate result of Defendant's unlawful, unfair, and/or fraudulent
10 acts and practices described herein, Defendant has received and continues to hold unlawfully
11 obtained property and money belonging to Plaintiff and the Class in the form of unreimbursed
12 employee cell phone business expenses that reduced or offset compensation earned by Plaintiff and
13 Class Members.

14 43. As a direct and proximate result of Defendant's unlawful business practices,
15 Plaintiffs and the Class Members have suffered economic injuries including, but not limited to out-
16 of-pocket business expenses. Defendant has profited from its unlawful, unfair, and/or fraudulent
17 acts and practices in the amount of those business expenses and interest accrued thereon.

18 44. Plaintiff and similarly situated Class Members are entitled to monetary relief
19 pursuant to Business & Professions Code §§ 17203 and 17208 for all unreimbursed business
20 expenses, and interest thereon, from at least four years ago through to the date of such restitution,
21 at rates specified by law. Defendant should be required to disgorge all the profits and gains it has
22 reaped and restore such profits and gains to Plaintiff and Class Members from whom they were
23 unlawfully taken.

24 45. Beginning four years prior to the filing of this Complaint, Defendant committed,
25 and continues to commit, acts of unfair competition, as defined in sections 17200 *et seq.* of the
26 California Business and Professions Code by, among other things, failing to reimburse Plaintiff
27 and the Class members for a reasonable portion of their monthly cell phone bills as required by
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1 California law, and therefore was substantially injurious to Plaintiff and the Class members.

2 46. Defendant engaged in unfair competition in violation of sections 17200 *et seq.* of
3 the California Business & Professions Code by violating Section 2802 of the Labor Code.

4 47. Defendant's course of conduct, act, and practice in violation of the California laws
5 mentioned above constitute independent violations of sections 17200 *et seq.* of the California
6 Business and Professions Code.

7 48. The unlawful, unfair and fraudulent business practices and acts of Defendant, as
8 described above, have injured Plaintiff and the Class in that they were denied reimbursement for a
9 reasonable percentage of their monthly business related cell phone expenses, and therefore was
10 substantially injurious to Plaintiff and the Class Members.

11 49. Plaintiff and similarly situated Class Members are entitled to enforce all applicable
12 penalty provisions of the Labor Code pursuant to Business & Professions Code § 17202.

13 50. Plaintiff has assumed the responsibility of enforcement of the laws and public
14 policies specified herein by suing on behalf of himself and other similarly situated Class Members
15 previously or presently employed by Defendant in California. Plaintiff's success in this action will
16 enforce important rights affecting the public interest. Plaintiff will incur a financial burden in
17 pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to
18 Plaintiff is appropriate pursuant to Code of Civil Procedure § 1021.5

19 **THIRD CAUSE OF ACTION**
20 **LABOR CODE PRIVATE ATTORNEY GENERAL ACT**
21 **[Cal. Labor Code §§ 2698-2699.5]**
On Behalf of Plaintiff and the Aggrieved Employees Against Defendant

22 51. Plaintiff, on behalf of himself and all Aggrieved Employees, re-alleges and
23 incorporates by reference each and every allegation set forth in the preceding paragraphs.

24 52. Based on the above allegations incorporated by reference, US Foods has violated
25 Labor Code § 2802 by failing to reimburse Plaintiff and the Aggrieved Employees their reasonable
26 and necessary business expenses, including cell phone expenses.

27 53. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
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2699, et. seq., because of US Foods' violations of Labor Code § 2802.

54. Plaintiff seeks to recover the PAGA civil penalties through a representative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009), 46 Cal.4th 969. Therefore, class certification hereby of the PAGA claims is not required, but Plaintiff may choose to seek certification of the PAGA claims.

55. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

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

\$200 for each subsequent violation per employee per pay period.¹

These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce Development Agency (LWDA) and twenty-five percent (25%) to the affected employees. These penalties may be stacked separately for each of Defendant's violations of the California Labor Code. *See e.g. Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S.Dist. LEXIS 86975, at *59, fn. 77 (C.D.Cal. June 22, 2012) (holding that although the plaintiff did not seek stacked PAGA penalties, that "PAGA penalties can be 'stacked,' i.e., multiple PAGA penalties can be assessed for the same pay period for different Labor Code violations."); *See Lopez v. Friant & Assocs., LLC*, No. A148849, 2017 Cal. App. LEXIS 839, at *1 (Ct. App. Sep. 26, 2017) ("hold[ing] a plaintiff seeking civil penalties under PAGA for a violation of Labor Code section 226(a) does not have to satisfy the 'injury' and 'knowing and intentional' requirements of section 226(e)(1) and acknowledging that a Plaintiff could recover separately under PAGA for violations of Labor Code §§ 226(a) and 226(e)); *accord Schiller v. David's Bridal, Inc.*, No. 1:10-

¹ Defendant is aware or should have been aware that Plaintiff and the aggrieved employees regularly incur cell phone business expenses in the discharge of their duties as employees by virtue of Defendant's instructions to Plaintiff and the aggrieved employees and managements' communications with Plaintiff and the aggrieved employees and class members via their cell phones. Defendant nevertheless has, throughout the PAGA Period, failed and refused to reimburse Plaintiff and the aggrieved employees for such cell phone business expenses incurred by them in connection with their work. Notably, Defendant US Foods was previously sued for and settled on a class basis for its drivers for similar claims. *See Alcazar v. US Foods*, LASC Case No. BC 567664, final approval granted on March 18, 2016 with class and PAGA release through September 15, 2015. As a result, Defendant was definitely "on notice" of these claims and all violations here are "subsequent" violations under the statute. See Labor Code section 2699(f)(2).

1 cv-00616 AWI SKO) 2010 U.S. Dist. LEXIS 81128, at *17 (E.D. Cal. July 14, 2010); *Pulera v. F*
2 *& B, Inc.*, No. 2:08-cv-00275-MCE-DAD, 2008 U.S. Dist. LEXIS 72659, 2008 WL 3863489, at *
3 2-3 (E.D. Cal. Aug. 19, 2008); *Smith v. Brinker Intern, Inc.*, No. C 10-0213 VRW, 2010 U.S. Dist.
4 LEXIS 54110, 2010 WL 1838726, at * 2-6 (N.D. Cal. May 5, 2010).

5 **JURY DEMAND**

6 56. Plaintiff hereby demands trial by jury of his and the Class's Section 2802 claims
7 against Defendant, but recognizes that his PAGA and UCL claims shall be tried to the Court.

8 **PRAYER FOR RELIEF**

9 Wherefore, Plaintiff, on behalf of himself and the members of the Class, prays for
10 judgment against Defendant as follows:

11 1. An Order than this action may proceed and be maintained as a class action;

12 2. On the First Cause of Action:

13 a. That the Court find and declare that Defendant's business expense policies
14 and/or practices violate California law, including Labor Code § 2802, by refusing and/or failing to
15 reimburse all business expenses reasonably incurred by Plaintiff and other and Class Members in
16 the discharge of their duties in California as employees of Defendant;

17 b. That the Court award to Plaintiff and Class Members all unreimbursed
18 business expenses, and interest thereon, that they are owed, pursuant to Labor Code § 2802, and
19 attorneys fees, pursuant to Labor Code § 2802(c), in an amount to be proved at trial;

20 3. On the Second Cause of Action:

21 a. That the Court find and declare that Defendant has violated the UCL and
22 committed unfair and unlawful business practices by failing to reimburse Plaintiff and similarly
23 situated Class Members for their reasonable cell phone business expenses incurred by them in the
24 course of their duties for the benefit of Defendant, their employers;

25 b. Restitution, including, but not limited to, the relief permitted by section
26 2802 of the California Labor Code;

27 c. That Defendant be ordered to pay restitution to Plaintiff and the Class
28

Members due to Defendant's UCL violations under the First Cause of Action pursuant to Business and Professions Code §§ 17200-17205, in the amount of their unreimbursed business expenses and interest thereon;

4. On the Third Cause of Action:

a. A civil penalty against Defendant US Foods, in the amount of \$200 for each violation as specified in section 2699(f)(2) of the California Labor Code for Plaintiff and the Aggrieved Employees during all of the pay periods from August 6, 2019 through date of trial;

b. An award of reasonable attorney's fees against Defendant US Foods as specified in Labor Code § 2699(g)(1), for all the work performed by the undersigned counsel in connection with the PAGA claims;

c. An award of all costs incurred by the undersigned counsel for Plaintiff in connection with Plaintiff's and Class Members' PAGA claim against Defendant US Foods as provided for in Labor Code § 2699(g)(1) and/or in Labor Code § 2802(c);

5. All other relief as this Court deems proper.

Dated: October 13, 2020

Respectfully submitted,

ACKERMANN & TILAJEF, P.C.

By:



Craig Ackermann, Esq.

Avi Kreitenberg, Esq.

Counsel for Plaintiff, the Aggrieved Employees
and the Putative Class

EXHIBIT 1

Distance: 2.65

PLEASE SHUT OFF REFER WHILE MAKING THE DELIVERY - CUSTOMER REQUIRES POD RECEIPT ALL THE TIME. MUST PRINT POD RECEIPT FOR CUSTOMER THANKS

PLEASE SHUT OFF REFER WHILE MAKING THE DELIVERY - CUSTOMER REQUIRES POD RECEIPT ALL THE TIME. MUST PRINT POD RECEIPT FOR CUSTOMER THANKS

PLEASE SHUT OFF REFER WHILE MAKING THE DELIVERY - CUSTOMER REQUIRES POD RECEIPT ALL THE TIME. MUST PRINT POD RECEIPT FOR CUSTOMER THANKS

*** Paid Break Time: 00:15 ***

3	*	Arrive: 5:38	54	0	00:34:00	INDIO JUVENILE HALL	53790168	SIT
0		Depart: 6:12	39	0		47665 OASIS ST INDIO, CA 92201		
H074150			937	0		O/C: 4:45 / 10:00	TW1: 4:45 / 10:00	TW2: /
						Travel: 00:08:58	Distance: 3.38	

DRIVE AROUND BACK TO DELIVERY ENTRANCE AND RING BUZZER FOR SECURITY - if you arrive for delivery before 6AM to please call the control department to let drivers in. Their phone# is (760) 863 7600

345204	0	54	39	937	0445-1000 RING BUZZER IN BACK FOR SECURITY. IF ARRIVE BEFORE 6AM CALL 760-863-7600 TO LET IN
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Pickup sizes are underlined.

Legend

o = arrived before opening time c = arrived before closing time, but services will extend beyond closing time C = arrived after closing
 * = arrived within one of the delivery time window ranges m = arrived outside of the delivery time window ranges Z = location is zip geocoded

Sta PH US 6/2

EXHIBIT 2

01:02:30 BRUEGGERS BAGELS LADERA BEACH 2500012
27702 CROWN VALLEY PARKWAY LADERA BEACH, CA 92
O/C: 4:00 / 17:00 TW1: 4:00 / 10:00 TW2: /
Travel: 00:07:53 Distance: 1.72

2,367 BACK DOOR DELIVERY

00:47:00 BRUEGGERS BAGELS IRVINE 1366940
15348 ALTON PARKWAY IRVINE, CA 92718
O/C: 4:00 / 17:00 TW1: 4:00 / 10:30 TW2: /
Travel: 00:16:08 Distance: 10.09

1,739 BACK DOOR DELIVERY

00:29:00 DAVE & BUSTER'S IRVINE 23632052
71 FORTUNE DRIVE, STE 960 IRVINE, CA 92618
O/C: 7:30 / 17:00 TW1: 7:30 / 17:00 TW2: /
Travel: 00:06:42 Distance: 0.92

1:57

244 CONTACT TONY OR MIGUEL 949 885-0913

Legend

g time, but services will extend beyond closing time C = arrived after closing
arrived outside of the delivery time window ranges Z = location is zip geocoded

EXHIBIT 3

TO HOT SHOTS - Someone at hot shots would be able to get them into sanitagos if no one is there. Back
in.
71060

0 17 18 686 RIGHT NEXT TO HOT SHOTS - IF NO ONE
FROM HOT SHOTS WILL LET YOU IN -

8 * Arrive: 12:58 6 0 00:10:00 ALPINE CONFERENCE
0 Depart: 13:08 7 0 415 CLUBHOUSE DR. BLUE JAY, CA 92
144 0 TW1: 8:00 / 1
Travel: 00:08:04 Distance: 1.5

KEN IS ALWAYS ONSITE 909-337-6287 - BROOKE SMITH MANAGER 909-648-5192 - DELIVER TO 417 ADDRESS

739478 0 6 7 144 KEY STOP BROOKE SMITH MANAGER
909-337-6287

*** Break Time: 00:30 ***

Travel: 00:55

Distance

Return to Depot: 14:33

Travel:
Service:
Break:
Depot Time:

02:51 Stops:
05:41 Distance
01:30 Trips:
00:00 Runtime:

Summary:

8 CASES:
104.70 CUBES:
1 WEIGHT:
11:03 Orders:

Depot Summary:

Beginning Quantities:
Delivery Quantities:
Pickup Quantities:
Ending Quantities:

EXHIBIT 4

KEY STOP - NO ALARM
ALONG WALL DO NOT BLOCK

319312
319320

13
41

00:38:21

FISHERMANS MARKET P.S.

235 S INDIAN CANYON DR. PALM SPRINGS, CA 92262

O/C: 0:00 / 21:00
Travel: 00:04:40

TW1: 0:00 / 9:00
Distance: 1.50

2
0
Arrive: 4:35
Depart: 5:13

527
605

57
46
1,160

JWK4150

KEY #41 - ALARM CODE 40401 SEE INSTRUCTIONS ATTACHED WITH KEY - DELIVERY GOES TO THE REAR BUILDING - TURN LEFT CORNER

FRONT BUILDING

319199
319602
319663

0
0
0

3
53
1

2
44
0

48
1,089
23

KEY - ALARM CODE 40401

KEY - ALARM CODE 40401

ADD TO TURCK

3
0

Arrive: 5:16
Depart: 5:35

622
654

22
20
398

0
0
0

00:19:06

GRAND CENTRAL PALM SPRINGS

94223104

SIT

160 LA PLAZA PALM SPRINGS, CA 92262

O/C: 0:00 / 15:00
Travel: 00:02:46

TW1: 0:00 / 9:00
Distance: 0.33

TW2: 1

KEY ALARM CODE 4410- TO ARM WHEN DONE HIT AWAY- PARK IN THE FRONT OF THE RESTAURANT AND DELIVER THRU FRONT DOOR. IF DELIVERY COMES AFTER 8AM PARK ON SIDE STREET AND DELIVER THRU BACK DOOR. IF YOU RUN INTO ALARM ISSUES CONTACT JOHN - 415-308-4106

319654

0

22

20

398

KEY DROP - SEE ITINERARY FOR SPECIAL INSTRUCTIONS OF CYCLE COURTESY APPRVD BY GREG

Legend

Pickup sizes are underlined.

o = arrived before opening time c = arrived before closing time, but services will extend beyond closing time C = arrived after closing
* = arrived within one of the delivery time window ranges m = arrived outside delivery time window ranges Z = location is zip geocoded

EXHIBIT 5

Roadnet Technologies, Inc.

DRIVER ITINERARY

Session Date: Friday, February 14, 2020 - Delivery
Scenario: DELIVERY

Standard Instructions		Total Deliveries		Total Pickups		Service Time	Location Name	Location Address	Open/ Close	Travel Time	Time Windows	Distance	Location ID	Ty
Order Number	Type	CASES	CUBES	CASES	CUBES									
4	* Arrive: 9:56	32	0	00:23:00	KAISER PERMANENTE ONTARIO SC	13941166								
0	Depart: 10:19	17	0		2295 S VINEYARD AVE BUILDING A ONTARIO, CA 91761									
NTC4150		452	0		O/C: 5:00 / 12:00	TW1: 5:00 / 12:00	TW2: /							
					Travel: 00:02:00	Distance: 0.00								
CONTACT LAURA EMBREE 909-724-2226 - 909-724-2727 - EXT 264 - JUICE ORDERS NEED TO BE DELIVERED TO BUILDING A. PLEASE DELIVER TO 4TH FLOOR GASTROENTEROLOGY DOOR TO YOUR RIGHT AS SOON AS YOU EXIT ELEVATOR - KNOCK ON DOOR PLEASE														
263419	O	32	17	452	CONTACT LAURA EMBREE 909-724-2727 - EXT 264 - JUICE ORDERS NEED TO BE DELIVERED TO BUILDING A.									
*** Paid Break Time: 00:15 ***														
5	* Arrive: 11:10	25	0	00:23:15	HUNNY'S CAFE	03736410								
0	Depart: 11:33	19	0		9022 PULSAR CT #A CORONA, CA 92883 (951) 277-5811									
YL04150		530	0		O/C: 5:00 / 13:30	TW1: 5:00 / 13:30	TW2: /							
					Travel: 00:35:34	Distance: 21.40								
WEIRICH RD.														
XST-T		25	19	530	TEMESCAL CNY RD & PULSAR CT, SOUTH OF WEIRICH P									

*** Break Time: 00:30 ***

EXHIBIT 6

ROADNET Report DRIVER ITINERARY

Session Date: Tuesday, January 21, 2020 - Delivery
Scenario: DELIVERY

KAISER BALDWIN PARK

Total Deliveries	<u>Total Pickups</u>	Service Time	Location Name	Location Address	Open/ Close	Travel Time	Time Wind Distance
CASES	<u>CASES</u>						
CUBES	<u>CUBES</u>						
WEIGHT	<u>WEIGHT</u>						

Standard Instructions

Order Number	Type	CASES	CUBES	WEIGHT	Order Override	Special Instructions
4	*	Arrive: 11:18	1210	31	00:30:15	VA CANTEEN VCS #752/GROC
0		Depart: 11:49	1249	24		351 E TEMPLE ST LOS ANGELES,
NTC4150				520		O/C: 6:00 / 12:00 TW1: 6
						Travel: 00:15:48 Distance
CALL KITCHEN TO OPEN DOOR - 213.253.2677 EXT-2435						
246699	O	31	24	520	NEXT TO FEDERAL BLDG. CAL UNLOCK ELEVATOR.DEL TO 2	

*** Paid Break Time: 00:15 ***

5	*	Arrive: 12:09	1300	115	01:10:15	KAISER MENTAL HEALTH PTF
6		Depart: 13:20	1417	82		765 W. COLLEGE ST LOS ANGELES
NTC4150				1,850		O/C: 7:00 / 14:00 TW1: 7:00
						Travel: 00:05:51 Distance

EXHIBIT 7

stop #
priority
salesman ID

Total Deliveries
CASES
CUBES
WEIGHT
Total Pickups
CASES
CUBES
WEIGHT

Service Time
Location Name
Location Address
Open/ Close
Travel Time

Time Windows
Distance

Standard Instructions
Order Number

Type	CASES	CUBES	WEIGHT	Order Override	Special Instructions
8					
0					
W004150	1549 1448	102 84 1,606	0 0 0	00:58:00	MONTCLAIR ROYALE SR LIVING 9685 MONTE VISTA AVE MONTCLAIR, CA O/C: 4:15 / 13:00 Travel: 00:05:36 TW1: 4:15 / 12:00 Distance: 1.15
DELIVER THRU THE BACK - IF NO ONE IS THERE CALL SUE - 909.621.3545					
262623	O	87	68	1,512	
262659	O	15	16	94	

9	* Arrive: 12:14	74	0	00:52:52	PRESTIGE PRESCHOOL CLRMNT
6	Depart: 13:07	67	0		520 W BASELINE RD CLAREMONT, CA 9
YL04150		1,441	0		O/C: 6:30 / 17:00 Travel: 00:14:11 TW1: 6:30 / 14 Distance: 4.48
		55	49	1,143	
		19	18	298	

*** Paid Break Time: 00:15 ***

EXHIBIT 8

Route Start Time:
Route Arrival Time: 14:26

Stop #	Priority	Salesman ID	Standard Instructions	Order Number	Type	CASES	CUBES	WEIGHT	Service Time	Location Name	Location Address	Open/ Close	Travel Time	Location ID	Type
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*** Paid Break Time: 00:15 ***

1	*	Arrive: 4:24	443	440	0	03:03:00	KAISER BALDWIN PARK PTF	53941118	SIT
0		Depart: 7:27	730	283	0		1011 BALDWIN PARK BLVD BALDWIN PARK, CA 91706		
C014150				6,776	0		O/C: 2:45 / 11:00	TW1: 2:45 / 8:00	TW2: /
							Travel: 00:39:20	Distance: 34.05	

42 MAX - MUST ATTAIN RECEIVER SIGNATURE - SOMEONE THERE AT 530 - IF YOU ARRIVE EARLY CALL SECURITY TO OPEN GATE AND KITCHEN 626.851.5115 - BACK IN FROM STREET - MAKE SURE YOU START SETTING DELIVERY UP - RIGHT ON DALEWOOD TO GET TO DOCK

249903	O	5	2	125	MUST HAVE CUSTOMER SIGN INVOICE NO EXCEPTIONS - CUSTOMER ARRIVES AT 530AM. NUID B206807
250583	O	411	261	6,218	MUST HAVE CUSTOMER SIGN INVOICE NO EXCEPTIONS - CUSTOMER ARRIVES AT 530AM. NUID B206807
250607	O	24	20	433	MUST HAVE CUSTOMER SIGN INVOICE NO EXCEPTIONS - CUSTOMER ARRIVES AT 530AM. NUID B206807

*** Paid Break Time: 00:15 ***

*** Break Time: 00:30 ***

ve: 8:34 844 309 0 23643133

EXHIBIT 9

0 Depart: 13:30 1 0 00:07:30 BJS #421 IRVINE 94253663 SIT
 0 0 0
 26 O/C: 0:00 / 22:00 TW1: 0:00 / 22:00 TW2: /
 Travel: 00:29:30 Distance: 19.30
 KEY #46 - CODE 3021-1 - BACK DOOR DELIVERY - DO NOT PARK IN RED PARK IN STALLS - CHEM INSIDE DOOR - OK TO LEAVE FROZEN PIZZA ADN CHKN WINGS OUT - ALWAYS LEAVE ICE CREAM IN FREEZER
 352676 0 1 0 26

5 * Arrive: 13:38 11 0 00:13:03 YMCA OF ORANGE COUNTY 34248906 SIT
 0 Depart: 13:51 5 0 13821 NEWPORT AVE TUSTIN, CA 92780 TW2: /
 55 O/C: 8:00 / 17:00 TW1: 8:00 / 17:00
 Travel: 00:07:20 Distance: 2.99
 350276 0 11 5 55 VAN RECOVERY per scott

6 C Arrive: 14:30 21 0 00:12:52 ST MARY MEDICAL CENTER 33529504 SIT
 0 Depart: 14:43 9 0 1050 LINDEN AVE LONG BEACH, CA 90813 TW2: /
 222 O/C: 4:00 / 14:00 TW1: 4:00 / 14:00
 Travel: 00:39:18 Distance: 27.47
 C014150

KEY # 14 - 42 MAX - LOADING DOCK IS OFF 11TH ST. BACK IN TO DOCK. DRIVE SLOWLY-NEED DOCK PLATE - CALL 562 491 9932 WHEN YOU ARRIVE TO HAVE THE GATE OPENED BY SECURITY. CANNOT LEAVE PRODUCT IN THE HALLWAY, ASK SECURITY TO OPEN MAIN STOREROOM THANK YOU
 351675 0 21 9 222 HOSPITAL SECURITY LINE 562-491-9932-DO NOT LEAVE PRODUCT IN HALLWAYS-ASK TO OPEN MAIN STOREROOM PLS

7 C Arrive: 15:15 6 0 00:07:57 LITTLE CO OF MARY HOSPITAL 23434764 SIT
 0 Depart: 15:23 5 0 4101 TORRANCE BLVD TORRANCE, CA 90503 (310) 303-6035 TW2: /
 180 O/C: 3:45 / 13:00 TW1: 3:45 / 8:00
 Travel: 00:32:26 Distance: 15.79
 C014150

OK TO ARRIVE AT 0430 AND START PREPPING THE DELIVERY. CUSTOMER ARRIVES AT 5AM. LG&EJ - PLEASE MAKE SURE YOU ARE PICKING UP PALLETS AT EVERY DELIVERY - CUSTOMER STATED THEY LEAVE A STACK FOR US TO PICK UP EVERY DELIVERY.
 353272 0 6 5 180 MAKE SURE YOU ARE PICKING UP PALLETS UP EVERY DELIVERY-CUSTOMER STATED THEY LEAVE STACKS FOR US.
 TY

EXHIBIT 10



