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Attorneys for Plaintiff GUSTAVO ARTEAGA,
on behalf of himself and all other aggrieved employees

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

GUSTAVO ARTEAGA, an individual, on) **Case No. 20BBCV00784**
behalf of himself and all other aggrieved)
employees)

Plaintiff,

vs.

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code § 2698, et
seq. (California Labor Code Private Attorneys
General Act of 2004)

ALL WAYS ELECTRIC, INC.; KRISTIN)
HILL, an individual, and DOES 1 through 100,)
inclusive,)

Defendants.

Plaintiff GUSTAVO ARTEAGA ("Representative Plaintiff" "Plaintiff" or "ARTEAGA") alleges
as follows:

PARTIES

1. Representative Plaintiff is an individual who resides in California and was
employed by Defendant ALL WAYS ELECTRIC, INC. (hereinafter referred to as "Defendant," or
"the Company") from on or about May 7, 2015 until on or about approximately February 2, 2020.

1 2. Representative Plaintiff is informed and believes, and based on such information
2 and belief, alleges that at all times mentioned herein, Defendants is a California Corporation,
3 licensed to do business and actually doing business in the State of California. Defendant does
4 business within the State of California, the County of Los Angeles. Thus, Defendant is subject to
5 the applicable California laws as alleged in this action.

6 3. Upon information and belief, Defendant KRISTIN HILL (hereinafter, "HILL") is an
7 individual who resides in the State of California and the County of Los Angeles. Defendant HILL
8 was and is an agent of Defendant, and in that capacity was and is responsible for overseeing and
9 implementing Defendants timekeeping policies and procedures that Representative Plaintiff and the
10 other aggrieved employees were made to follow.

11 4. Representative Plaintiff is unaware of the true names and capacities, whether
12 corporate or individual, or otherwise, of defendants named as DOES 1 through 100, inclusive.
13 Pursuant to California Code of Civil Procedure section 474, Representative Plaintiff will seek leave
14 of court to amend this complaint to state said defendants' true names and capacities when the same
15 have been ascertained. Representative Plaintiff is informed and believes and based on such
16 information and belief alleges that said fictitiously-named defendants are responsible in some
17 manner for the injuries and damages to Representative Plaintiff, and other aggrieved employees as
18 further alleged herein.

19 5. This is only a Private Attorney General Action Complaint, pursuant to California
20 Labor Code section 2699 et seq., on behalf of GUSTAVO ARTEAGA and all other persons
21 similarly situated who worked for Defendants in its California locations as non-exempt, hourly
22 employees (herein collectively identified as "other aggrieved employees") for:

- 23 (i) failure to pay overtime and double time in violation of Labor Code sections 510,
24 1198, and the applicable Wage Orders;
25 (ii) failure to pay minimum wage in violation of Labor Code 1182.12, 1194, 1197,
26 1197.1, 1198, and the applicable Wage Orders;

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- (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), 1198, and the applicable Wage Orders;
- (iv) failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code 226(a), 1174(d), 1198, and the applicable Wage Orders;
- (v) failure to pay split shift pay in violation of Labor Code 1198 and California Code of Regulations 11050(4)(C);
- (vi) failure to pay all wages earned on time in violation of Labor Code sections 204;
- (vii) failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203;
- (viii) failure to provide basic information at the time of hiring and when employment changes occur in violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act).
- (ix) failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802;
- (x) failure to provide notice of paid sick time and accrual in violation of Labor Code 246.

VENUE AND JURISDICTION

6. Venue is proper under California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that Representative Plaintiff's injuries were incurred within the County of Los Angeles, the actions giving rise to Representative Plaintiff's complaint arose within the County of Los Angeles, and Defendant is located in the County of Los Angeles.

STATEMENT OF FACTS

7. Representative Plaintiff was hired by Defendants as an hourly paid, non-exempt employee and worked as an electrical apprentice from on or about May 7, 2015. Representative Plaintiff worked for Defendants up until approximately February 2, 2020 when his employment terminated. Defendants are doing business in California as an electrical contracting firm.

8. While employed with Defendants, Representative Plaintiff and other aggrieved

1 employees that worked with him at the Company's California locations, which include other
2 aggrieved employees that he seeks to represent in this action, working as non-exempt, hourly
3 employees (herein collectively identified as "other aggrieved employees") were regularly required
4 to work off-the-clock, and during their rest and meal periods.

5 9. Defendants failed to pay its aggrieved employees' overtime in accordance with
6 California law when they worked in excess of eight (8) hours in a day and/or 40 hours within a
7 workweek. Defendants also failed to pay its aggrieved employees' double time in accordance with
8 California law when they worked in excess of 12 hours in a workday.

9 10. Defendants failed to provide Representative Plaintiff and other aggrieved employees
10 with meal periods in accordance with Labor Code Sections 512(a) and 226.7, as aggrieved
11 employees were often not afforded an opportunity to take an off-duty meal period of at least 30
12 minutes within the first five (5) hours of their shift, because of work understaffing, inadequate
13 coverage, unreasonably high workload and expectations, and/or other actions, inactions, or
14 decisions made by and within the sole control and discretion of Defendants.

15 11. Additionally, when Representative Plaintiff and aggrieved employees worked in
16 excess of 10 hours in a day, they were not offered an opportunity to take a second meal period in
17 accordance with Labor Code section 512(a).

18 12. Defendants also failed to pay its aggrieved employees a premium pursuant to Labor
19 Code section 226.7 when it failed to provide its employees with legally adequate meal periods as
20 described above.

21 13. Defendants also failed to provide Representative Plaintiff and other aggrieved
22 employees with a 10-minute rest break for every four hours of work, or every major fraction
23 thereof, as employees were forced to work extended periods without rest breaks due to
24 understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other
25 actions, inactions, or decisions made by and within the sole control and discretion of Defendants.
26 Defendants also failed to provide its employees with a premium payment pursuant to Labor Code
27 section 226.7 when it failed to provide its employees with legally adequate rest breaks.

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1 14. Additionally, Plaintiff and other aggrieved employees were not provided a premium
2 wage pursuant to Labor Code section 226.7 for their legally inadequate meal and rest periods, as
3 they were not relieved of all duties and responsibilities for the respective time periods as required
4 by the law. Defendants' failure to properly pay Plaintiff and other aggrieved employees for all
5 hours worked in these instances violates Labor Code sections 226.7, 512(a), 1198 and the
6 applicable Wage Orders.

7 15. Representative Plaintiff and other aggrieved employees were often required to work
8 off-the-clock before their shifts started, after their shifts were completed, and during their meal and
9 rest periods. During this off-the-clock time and these so-called "working lunches", employees were
10 required by Defendants to finish work tasks that they did not have time to finish during their shift
11 because of understaffing, inadequate coverage, unreasonably high workload and expectations,
12 and/or other actions, inactions, or decisions made by and within the sole control and discretion of
13 Defendants'.

14 16. Defendants, being aware of these occurrences, still deducted 30 minutes from their
15 pay on these days that they were required to continue working without a legal meal period. The
16 Companies altered and adjusted time-sheets and time-cards in order to obfuscate this fact.

17 17. Defendants required Plaintiff and other aggrieved employees to work without
18 appropriate compensation, including the payment of at least minimum wage, for such work time as
19 described above in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198, and
20 the applicable Wage Orders.

21 18. California Labor Code section 226(a) provides that every employer shall furnish to
22 each of its employees an accurate, itemized wage statement in writing, showing, among other
23 things, all applicable hourly rates in effect during the pay period and the corresponding correct
24 number of hours worked at each hourly rate by the employee. Defendants' wage statements fail to
25 comply with this section of the Labor Code as they list the incorrect rates of pay and the incorrect
26 number of hours worked at each rate of pay. The number of hours that the employees actually spent
27 working for the Companies, which are listed on the pay stubs, is incorrect because of, among other
28 things, the Companies' failure to properly compensate its employees for all of the time that they

1 spent working under their employer's control.

2 19. Defendants wage statements listed the incorrect rates of pay and earnings. Thus, the
3 total earnings and the overtime hours listed on the employee's pay stubs are incorrect. The number
4 of hours that the employees actually spent working for the Companies that is listed on the wage
5 statement is also incorrect because of the Companies' failure to record and compensate its
6 employees for all of the time that they are under its control, including, but not limited to, time that
7 they spend complying with the Companies' required "working lunches" and off-the-clock work,
8 and when Defendants deducted 30-minutes for meal periods that were not legally adequate.

9 20. Defendants regularly scheduled and required Representative Plaintiff and the other
10 aggrieved employees to work "split shifts". California Code of Regulations 11050(4)(C) requires
11 employer to furnish to employees one (1) hour's pay at the minimum wage in addition to the wages
12 for that work day for any day in which an employee works a "split shift". However, despite
13 regularly scheduling Representative Plaintiff and the other aggrieved employees for "split shifts",
14 Defendants failed to pay Representative Plaintiff and the other aggrieved employees one (1) hour's
15 pay at the minimum wage in addition to the wages for that work day as required by law.

16 21. Representative Plaintiff and all aggrieved employees who worked for Defendants
17 did not receive all wages earned on time as defined by California Labor Code section 204. As a
18 consequence of Defendants failures as described above, Representative Plaintiff and other
19 aggrieved employees did not receive, among other things, their straight time, overtime, or double
20 time pay, minimum wages for off-the-clock work, rest period premium wages, meal period
21 premium wages.

22 22. Representative Plaintiff and all aggrieved employees who were separated from their
23 employment with Defendants, to whom Defendants willfully failed to pay for all hours worked as
24 described herein, are also entitled to up to thirty days of wages pursuant to California Labor Code
25 sections 201, 202, and 203.

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1 23. Defendants failed to provide employees with basic information at the time of hiring
2 and when changes occurred to their employment, including, rate of pay (including overtime),
3 whether employee would be paid hourly, salary, piece rate, or by shift, day, week, commission, or
4 otherwise, and information regarding allowances, such as for as meals and lodging, and
5 information regarding the right to accrue and use paid sick leave and the legal protections for
6 employee when so doing.

7 24. Defendants directed Representative Plaintiff and other aggrieved employees to incur
8 personal expenses on behalf of Defendants while performing their respective job duties. Such
9 personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and
10 parking expenses. Without incurring these expenses, Representative Plaintiff and other aggrieved
11 employees would not be able to accomplish their job duties. Defendants failed to indemnify
12 Representative Plaintiff and other aggrieved for all of these necessary expenditures.

13 25. Defendants failed to provide to Representative Plaintiff and other aggrieved
14 employees who worked for them for more than 30 days with written notice setting the amount of
15 sick leave available, or paid time off in lieu thereof, on either their itemized wage statements or in a
16 separate writing accompanying such statements.

17 26. Plaintiff complied with the procedures for brining suit specified in Labor Code
18 sections 2699.3 and 2699.5. Plaintiff gave written notice via certified mail postmarked August 25,
19 2020 to the California Labor and Workforce Development Agency (“LWDA”) in addition to
20 notice via electronic filing <https://dir.tfaforms.net/295>, and via certified mail to Defendants, of the
21 specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts and
22 theories to support the alleged violations. A true and correct copy of Plaintiff’s notice is attached
23 hereto as “Exhibit A.”

24 27. Under Labor Code section 2699.3, the LWDA must give written notice by certified
25 mail to the parties it intends to investigate the alleged violations within 65 days of the date of the
26 Plaintiff’s written notice. As of the exhaustion of the statutory period, on October 30, 2020, the
27 LWDA has not provided the parties any notice of its intention to investigate Plaintiff’s claims on
28 behalf of himself and other similarly aggrieved employees. Defendant has not responded to

1 Plaintiff's PAGA notice in an attempt to cure. Accordingly, Plaintiff has exhausted all
2 administrative remedies required by law.

3 **FIRST CAUSE OF ACTION**

4 **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

5 **(By Plaintiff Against Defendants and Does 1 through 10, inclusive)**

6 28. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
7 21, and each and every part thereof with the same force and effect as though fully set forth herein.

8 29. PAGA expressly establishes that any provisions of the California Labor Code which
9 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
10 divisions, commissions, boards, agencies or employees for a violation of the California Labor
11 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
12 himself or herself, and other current or former employees.

13 30. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
14 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
15 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
16 penalty.

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18 31. Plaintiff and the other hourly-paid or non-exempt employees, are "aggrieved
19 employees" within the meaning of California Labor Code section 2699(c) as they are all current or
20 former employees of Defendants, and one or more of the alleged violations was committed against
21 them.

22 **Failure to Pay Overtime**

23 32. Defendants' failure to pay legally required overtime wages to Plaintiff and the other
24 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
25 prohibited by California Labor Code sections 510 and 1198.

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1 **Failure to Provide Meal Periods**

2 33. Defendants' failure to provide legally required meal periods to Plaintiff and the
3 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
4 activity prohibited by California Labor Code sections 226.7, 512(a), 1198, and the applicable Wage
5 Orders.

6 **Failure to Provide Rest Periods**

7 34. Defendants' failure to provide legally required rest periods to Plaintiff and the other
8 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
9 prohibited by California Labor Code section 226.7.

10 **Failure to Pay Minimum Wages**

11 35. Defendants' failure to pay legally required minimum wages to Plaintiff and the
12 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
13 activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

14 **Failure to Keep Accurate and Provide Itemized Wage Statements**

15 36. Defendants' failure to keep accurate, and provide itemized wage statements to
16 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a),
17 1174(d), and 1198 constitutes unlawful and/or unfair activity prohibited by California Labor Code
18 section 226(a), 1174(d), and 1198.

19 **Failure to Pay "Split Shift" Premiums**

20 37. Defendants' failure to pay Representative Plaintiff and the other aggrieved
21 employees one (1) hour's pay at the minimum wage in addition to the wages for that workday for
22 any workday in which Representative Plaintiff and the other aggrieved employees were scheduled
23 for and required to work a "split shift" constitutes unlawful or unfair activity prohibited by
24 California Labor Code 1198 and California Code of Regulations 11050(4)(C).

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1 **Failure to Timely Pay Wages During Employment**

2 38. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
3 employees during employment in accordance with Labor Code section 204 constitutes unlawful
4 and/or unfair activity prohibited by California Labor Code section 204.

5 **Failure to Timely Pay Wages Upon Termination**

6 39. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
7 employees upon termination in accordance with Labor Code sections 201, 202, and 203 constitutes
8 unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

9 **Failure to Provide Basic Information upon Hiring / When Conditions of Employment Change**

10 40. Defendants' failure to provide basic information to Plaintiff and the other aggrieved
11 employees related to the conditions of their pay and their rights regarding sick leave in accordance
12 with California Labor Code section 2810.5(a)(1)(A)-(C) constitutes unlawful and/or unfair activity
13 prohibited by California Labor Code section 2810.5(a)(1)(A)-(C).

14 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

15 41. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
16 necessary business-related expenses and costs in accordance with California Labor Code sections
17 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
18 sections 2800 and 2802.

19 **Failure to Provide Notice of Paid Sick Time and Accrual**

20 42. Defendants' failure to provide Plaintiff and the other aggrieved employees that
21 works for the same employer for more than 30 days with written notice setting the amount of sick
22 leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a
23 separate writing accompanying such statements in accordance with Labor Code 246 constitutes
24 unlawful and/or unfair activity prohibited by California Labor Code section 246.

25 43. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
26 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of
27 them, business expenses, unpaid wages, and/or untimely wages according to proof, interest,
28 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory

1 penalties against Defendants, and each of them, including but not limited to:

2 a. Penalties under California Labor Code section 2699 in the amount of a
3 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation,
4 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
5 subsequent violation;

6 b. Penalties under California Code of Regulations Title 8 section 11010, et seq.
7 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
8 initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay
9 period for each subsequent violation;

10 c. Penalties under California Labor Code section 210 in addition to, and
11 entirely independent and apart from, any other penalties provided in the California Labor
12 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay
13 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
14 per pay period for each subsequent violation; and

15 d. Any and all additional penalties and sums as provided by the California
16 Labor Code and/or other statutes.

17 44. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
18 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
19 Workforce Development Agency for the enforcement of labor laws and education of employers
20 and employees about their rights and responsibilities and twenty-five percent (25%) to the
21 aggrieved employees.

22 45. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
23 pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

24 THEREFORE, Representative Plaintiff and the individuals he seeks to represent request
25 relief as described below:

26 **PRAYER**

27 THEREFORE, Representative Plaintiff prays for judgment against Defendants, and Does 1
28 through 100, and each of them, as follows:

1 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
2 Procedure Section 1021.5;

3 2. Statutory penalties under PAGA;

4 3. Costs of suit; and

5 4. Such further relief as the Court deems just and proper.

6 Dated: November 4, 2020

HAIG B. KAZANDJIAN LAWYERS, APC

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8 By: _____
9 Haig B. Kazandjian, Esq.,
10 Cathy Gonzalez, Esq.,
11 Kevin Crough, Esq.,
12 Attorneys for Plaintiff GUSTAVO
13 ARTEAGA on behalf of himself and all
14 others similarly situated
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Exhibit A

**HAIG B.
KAZANDJIAN**
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August 25, 2020

BY U.S. CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

ALL WAYS ELECTRIC, INC.
Agent for Service of Process
RALPH DERI
29749 QUAIL RUN DRIVE
AGOURA HILLS CA 91301

KRISTIN HILL
Agent for Service of Process
RALPH DERI
29749 QUAIL RUN DRIVE
AGOURA HILLS CA 91301

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
ALL WAYS ELECTRIC, INC., and KRISTIN HILL**

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Mr. GUSTAVO ARTEAGA ("EMPLOYEE") who seeks penalties from ALL WAYS ELECTRIC, INC. ("EMPLOYERS"), and KRISTIN HILL ("AGENT") on his own behalf, on behalf of the State of California, and on behalf of all others similarly situated for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5.

EMPLOYEE intends to seek civil penalties, attorney's fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEE seeks relief on his own behalf, on behalf of the State of California, and on behalf of all others who were employed by EMPLOYER, each who suffered one or more Labor Code violations specifically enumerated in the Private Attorney General Act ("aggrieved employees"). This letter is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3.

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Factual Background

EMPLOYER employed EMPLOYEE as an hourly-paid, non-exempt employee at its 7404 Fulton Ave #3, North Hollywood, California 91605 location from approximately May 7, 2015 through approximately January 23, 2020. EMPLOYEE received his last paycheck on or about February 2, 2020. While employed by EMPLOYER, EMPLOYEE worked as an electrical apprentice. In that capacity, EMPLOYEE would install, maintain, and repair electrical systems.

EMPLOYEE is informed, believes, and thereupon alleges that EMPLOYER is a California corporation, licensed to do business and doing business in California. EMPLOYER is an electrical contracting firm. EMPLOYER have approximately one location in Southern California.

EMPLOYEE is informed, believes, and thereupon alleges that AGENT is an officer and/or agent of the above entity. Acting in that capacity, at all relevant times AGENT oversaw, managed, and/or was otherwise personally responsible for employee compliance with California Labor Code 558 and 558.1. This includes, but is not limited to, employee use of the "ADP" payroll and timekeeping system and how employees would clock-in and clock-out.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYER(S) instituted and implemented standard practices and procedures for all hourly and/or non-exempt employees in California. This includes, but is not limited to, using ADP payroll and time management system for payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees (EMPLOYEE approximates EMPLOYER employs 25 "aggrieved employees") who worked for EMPLOYER during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

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employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

California Labor Code Section 432 provides, “If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first class mail to EMPLOYER, and regular first class mail to EMPLOYERS’ California agent for service of process, that EMPLOYER provide him with his wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of his personnel records pursuant to Labor Code Section 1198.5. Receipts indicate that the correspondence was delivered to EMPLOYERS’ principal place of business.

More than 30 days passed since EMPLOYER received EMPLOYEE’S correspondence requesting documents pursuant to Labor Code Section 226 and 432, and a copy of his personnel records pursuant to Labor Code Section 1198.5, yet EMPLOYER has not provided all of the information and/or documents requested. Specifically, EMPLOYER never produced the timesheets of EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty pursuant to Labor Code Section 226(f), a \$750 penalty pursuant to Labor Code Section 1198.5(k), and reimbursement for costs, including attorney’s fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

Violation of Labor Code 510 (Overtime and Double Time)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay (“overtime”) for time such worked, and two (2) times their regular rate of pay (“double time”) for such hours worked in excess of twelve (12) hours in a day. “Regular rate” includes all remuneration, including non-discretionary bonuses and incentives.

During the relevant time period, EMPLOYEE and other aggrieved employees regularly worked in excess of eight (8), and in excess twelve (12), hours in a workday and/or forty (40) hours in a workweek.

EMPLOYER willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled. EMPLOYER routinely required this work to be

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performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks.

Attached hereto as "Exhibit A" are examples of such violations.

Page four (4) of Exhibit A shows that EMPLOYER records indicate that EMPLOYEE was paid 81 hours of regular time for the pay period for which the "Check Date" of November 12, 2019. Although EMPLOYER records indicate that EMPLOYEE worked at least one (1) hour of overtime during this pay period, EMPLOYEE was only his "regular" rate for all 81 hours.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code 226.7 and 512(a) (Rest and Meal Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a meal or rest period was not provided. Additionally, employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted thirty (30) minute meal break or pay employees an additional one (1) hour of pay at the employees' regular rate. No employer shall require an employee to work during any rest period. Rest periods are based on the total hours worked in a day, at ten (10) minutes per four (4) hours or major fraction thereof.

EMPLOYER failed to provide EMPLOYEE and other aggrieved employees with the required rest and meal break periods. EMPLOYEE and other aggrieved employees were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

EMPLOYEE and other aggrieved employees worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

EMPLOYEE alleges that any purported appearance of meal and rest break compliance is because EMPLOYER systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other aggrieved employees in an attempt to hide the aforementioned infractions. EMPLOYER, knowingly and contrary to law and public policy,

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employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsifying or altering timekeeping records.

EMPLOYER knew, or should have known, that their behavior caused EMPLOYEE and other aggrieved employees to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYER still chose not to pay meal and rest period premiums required by law.

Pursuant to the foregoing, EMPLOYER violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
 - (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
 - (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
 - (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
 - (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
 - (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

Attached hereto as "Exhibit A" are examples of such violations.

Pages one (1) through five (5) of Exhibit A show that EMPLOYER records indicate that EMPLOYEE worked in increments of .25 hours through his employment with EMPLOYER. Such whole, rounded numbers do not exist when EMPLOYER is tracking the actual time that EMPLOYEE is working, but instead when EMPLOYER is merely inputting EMPLOYEE's scheduled hours of work. As a result, EMPLOYEE was not paid for the substantial amount of time that EMPLOYEE worked before and after these scheduled hours, as well as the time that EMPLOYEE spent working through his rest and meal breaks as required by EMPLOYER.

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Due to the company-wide failures of EMPLOYER, EMPLOYEE and other aggrieved employees were also forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYER failed to pay EMPLOYEE and other aggrieved employees minimum wage for this time and, refused to produce timesheets as required by law and/or falsified timekeeping records to hide this fact.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to provide an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYER knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because, EMPLOYER failed to truthfully and accurately document, among other things, employees off-the-clock work. Accordingly, EMPLOYER did not list the correct amount of gross or net wages earned by EMPLOYEE and other aggrieved employees.

The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to track sick leave, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

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EMPLOYER willfully failed to maintain accurate payroll records for EMPLOYEE and other aggrieved employees as a result of EMPLOYER failure to accurately record employees rest breaks, meal breaks, and off-the-clock work.

EMPLOYER failed to accurately keep records of start and stop times for meal periods and/or work shifts. EMPLOYER failure makes it impossible for EMPLOYEE and other aggrieved employees to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

EMPLOYER failed to pay EMPLOYEE and other aggrieved employees all wages due to them, including, but not limited to: straight time wages, overtime wages, and minimum wages.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without 72-hour notice are due all wages earned in 72 hours. Employees who resign their employment giving 72-hour notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYER terminated their employment relationship with EMPLOYEE on January 23, 2020. Accordingly, EMPLOYEE was due all wages earned immediately at that time.

When EMPLOYEE did receive their final paycheck from EMPLOYER, that final paycheck was legally deficient in that it did not account for all wages earned, despite EMPLOYER knowing that such wages were due to EMPLOYEE.

EMPLOYER willfully failed to timely pay EMPLOYEE and other aggrieved employees who are no longer employed by EMPLOYER all wages earned, including, but not limited to:

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straight time wages, overtime wages, minimum wages, rest period premium wages, meal period premium wages, and accrued time off.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act)

Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

EMPLOYER hired EMPLOYEE on or about May 7, 2015, and EMPLOYEE continued to work for EMPLOYER until on or about January 23, 2020. During that time, changes, including, but not limited to, raises, promotions, title changes, relocations, and new and additional assignments were earned by and/or assigned to EMPLOYEE. For example, EMPLOYER records indicate that EMPLOYEE received raises on April 4, 2016, May 15, 2017, August 7, 2017, September 7, 2018, and September 16, 2019.

Attached as "Exhibit B" is a true and correct copy of EMPLOYER's records regarding the raises that EMPLOYEE received while working for EMPLOYER.

As a result of each of these, changes occurred to EMPLOYEE's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

When hired and each time such changes to EMPLOYEE's employment occurred, EMPLOYER was required to furnish documents to EMPLOYEE with such basic information and written notice of, among other things, his rate of pay (including overtime), his right to accrue and request paid sick leave, and his right to file a complaint against EMPLOYER should they infringe upon such rights. EMPLOYER failed to furnish EMPLOYEE and other aggrieved employees with such written notices as required.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

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Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other aggrieved employees were directed and expected to incur personal expenses on behalf of EMPLOYER while performing their job duties. Such personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and parking expenses. EMPLOYEE and the other aggrieved employees would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYER(S) failed to indemnify EMPLOYEE and other aggrieved employees for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYER failed to furnish upon EMPLOYEE, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE.

Attached hereto as "Exhibit C" is a true and correct copy of correspondence from AGENT of EMPLOYER.

This piece of correspondence indicates that EMPLOYEE worked for EMPLOYER from May 7, 2015 until January 23, 2020. Accordingly, EMPLOYEE worked for EMPLOYER for more than 30 days. As a result, EMPLOYEE was entitled to a writing setting the amount of sick leave available (or paid time off in lieu thereof).

Attached hereto as "Exhibit A" are examples of such violations.

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Page one (1) through five (5) of Exhibit A show that EMPLOYER records indicate that EMPLOYEE did not receive the required writings regarding his sick leave available (or paid time off in lieu thereof).

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYER was and is an employer, and AGENT, acting on behalf thereof, violated EMPLOYEE and other aggrieved employees' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

Conclusion

Pursuant to the foregoing, EMPLOYEE seeks remedies set forth in Labor Code section 558 for themselves, the State of California, and all other aggrieved employees. Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other aggrieved employees, and the State of California against EMPLOYER for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5, and any and all other applicable law.

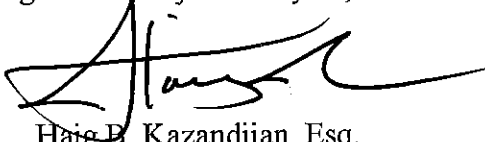
**HAIG B.
KAZANDJIAN**

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If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC

A handwritten signature in black ink, appearing to read 'Haig', with a long, sweeping horizontal line extending to the right.

Haig B. Kazandjian, Esq.

Cathy Gonzalez, Esq.

Kevin P. Crough, Esq.

EXHIBIT A

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay
1/8/2019	Regular	23.0000	47.75	1,098.25	1,098.25	FED FIT 14.88 FED SOCSEC 68.09 FED 15.92 MEDCARE	CA SIT 4.66 CA SDI 10.98	ADP RS 10.98 employee before-tax % ADP RS employer match	972.74 Check No: 11373
1/22/2019	Regular Sick	23.0000 23.0000	48.00 24.00	1,104.00 552.00	1,656.00	FED FIT 70.10 FED SOCSEC 102.67 FED 24.02 MEDCARE	CA SIT 34.25 CA SDI 16.56	ADP RS 16.56 employee before-tax % ADP RS employer match	1,391.84 Check No: 11383
2/5/2019	Regular	23.0000	80.00	1,840.00	1,840.00	FED FIT 91.05 FED SOCSEC 114.08 FED 26.68 MEDCARE	CA SIT 46.27 CA SDI 18.40	ADP RS 18.40 employee before-tax % ADP RS employer match	1,525.12 Check No: 11391
2/19/2019	Regular	23.0000	64.00	1,472.00	1,472.00	FED FIT 51.88 FED SOCSEC 91.27 FED 21.34 MEDCARE	CA SIT 22.23 CA SDI 14.72	ADP RS 14.72 employee before-tax % ADP RS employer match	1,255.84 Check No: 11399
3/5/2019	Regular	23.0000	64.00	1,472.00	1,472.00	FED FIT 51.88 FED SOCSEC 91.26 FED 21.34 MEDCARE	CA SIT 22.23 CA SDI 14.72	ADP RS 14.72 employee before-tax % ADP RS employer match	1,255.85 Check No: 11407
3/19/2019	Regular	23.0000	72.00	1,656.00	1,656.00	FED FIT 70.10 FED SOCSEC 102.67 FED 24.02 MEDCARE	CA SIT 34.25 CA SDI 16.56	ADP RS 16.56 employee before-tax % ADP RS employer match	1,391.84 Check No: 11415
4/2/2019	Regular Sick	23.0000 23.0000	72.00 8.00	1,656.00 184.00	1,840.00	FED FIT 91.05 FED SOCSEC 114.08	CA SIT 46.27 CA SDI 18.40	ADP RS 18.40 employee before-tax %	1,525.12 Check No: 11423

Company: ALL WAYS ELECTRIC INC
Check Dates From: 01/07/2019 To: 12/24/2019
Pay Period from: 12/24/2018 to: 12/22/2019

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay			
						FED MEDCARE	26.68	ADP RS employer match	18.40			
4/30/2019	Regular	23.0000	72.00	1,656.00	1,656.00	FED FIT FED SOCSEC FED MEDCARE	70.10 102.68 24.01	CA SIT CA SDI	34.25 16.56	ADP RS employee before-tax % ADP RS employer match	16.56 16.56	1,231.84 Check No: 11440
5/14/2019	Regular	23.0000	63.50	1,460.50	1,460.50	FED FIT FED SOCSEC FED MEDCARE	50.74 90.55 21.18	CA SIT CA SDI	21.48 14.61	ADP RS employee before-tax % ADP RS employer match Loan	14.60 14.60	1,247.34 Check No: 11449
5/28/2019	Regular	23.0000	80.00	1,840.00	1,840.00	FED FIT FED SOCSEC FED MEDCARE	91.05 114.08 26.68	CA SIT CA SDI	46.27 18.40	ADP RS employee before-tax % ADP RS employer match	18.40 18.40	1,525.12 Check No: 11458
6/11/2019	Regular	23.0000	56.00	1,288.00	1,288.00	FED FIT FED SOCSEC FED MEDCARE	33.67 79.85 18.67	CA SIT CA SDI	12.93 12.88	ADP RS employee before-tax % ADP RS employer match	12.88 12.88	1,117.12 Check No: 11467
6/25/2019	Regular Sick	23.0000 23.0000	56.00 8.00	1,288.00 184.00	1,472.00	FED FIT FED SOCSEC FED MEDCARE	51.88 91.27 21.35	CA SIT CA SDI	22.23 14.72	ADP RS employee before-tax % ADP RS employer match	14.72 14.72	1,255.83 Check No: 11478
7/9/2019	Regular Sick	23.0000 23.0000	52.00 8.00	1,196.00 184.00	1,380.00	FED FIT FED SOCSEC FED MEDCARE	42.77 85.56 20.01	CA SIT CA SDI	16.93 13.80	ADP RS employee before-tax % ADP RS employer match	13.80 13.80	1,187.13 Check No: 11488

Company: ALL WAYS ELECTRIC INC
Check Dates From: 01/07/2019 To: 12/24/2019
Pay Period from: 12/24/2018 to: 12/22/2019

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay
7/23/2019	Regular	23.0000	72.00	1,656.00	1,656.00	FED FIT 70.10 FED SOCSEC 102.67 FED 24.01 MEDCARE	CA SIT 34.25 CA SDI 16.56	ADP RS employee before-tax % 16.56 ADP RS employer match 16.56	1,391.85 Check No: 11497
8/6/2019	Regular	23.0000	66.25	1,523.75	1,523.75	FED FIT 57.01 FED SOCSEC 94.47 FED 22.09 MEDCARE	CA SIT 25.61 CA SDI 15.24	ADP RS employee before-tax % 15.23 ADP RS employer match 15.23	1,294.10 Check No: 11505
8/20/2019	Regular	23.0000	48.00	1,104.00	1,104.00	FED FIT 15.45 FED SOCSEC 68.45 FED 16.01 MEDCARE	CA SIT 4.91 CA SDI 11.04	ADP RS employee before-tax % 11.04 ADP RS employer match 11.04	977.10 Check No: 11510
9/3/2019	Regular	23.0000	80.00	1,840.00	1,840.00	FED FIT 91.05 FED SOCSEC 114.08 FED 26.68 MEDCARE	CA SIT 46.27 CA SDI 18.40	ADP RS employee before-tax % 18.40 ADP RS employer match 18.40	1,525.12 Check No: 11517
9/12/2019	Regular	23.0000	72.00	1,656.00	1,656.00	FED FIT 70.10 FED SOCSEC 102.67 FED 24.01 MEDCARE	CA SIT 34.25 CA SDI 16.56	ADP RS employee before-tax % 16.56 ADP RS employer match 16.56	1,391.85 Check No: 11524
10/1/2019	Regular Overtime	25.0000 37.5000	72.50 8.00	1,812.50 300.00	2,112.50	FED FIT 123.43 FED SOCSEC 130.98 FED 30.63 MEDCARE	CA SIT 68.81 CA SDI 21.13	ADP RS employee before-tax % 21.12 ADP RS employer match 21.12 Advance 150.00	1,566.40 Check No: 11530
10/15/2019	Regular	25.0000	72.00	1,800.00	1,800.00	FED FIT 86.30 FED SOCSEC 111.60	CA SIT 43.66 CA SDI 18.00	ADP RS employee before-tax % 18.00	1,496.34 Check No: 11537

Company: ALL WAYS ELECTRIC INC
Check Dates From: 01/07/2019 To: 12/24/2019
Pay Period from: 12/24/2018 to: 12/22/2019

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay			
						FED MEDCARE	26.10	ADP RS employer match	18.00			
10/29/2019	Regular	25.0000	78.50	1,962.50	1,962.50	FED FIT FED SOCSEC FED MEDCARE	105.61 121.67 28.46	CA SIT CA SDI	55.75 19.62	ADP RS employee before-tax % ADP RS employer match	19.62 19.62	1,611.77 Check No: 11545
11/12/2019	Regular	25.0000	81.00	2,025.00	2,025.00	FED FIT FED SOCSEC FED MEDCARE	113.03 125.55 29.36	CA SIT CA SDI	61.19 20.25	ADP RS employee before-tax % ADP RS employer match	20.25 20.25	1,555.37 Check No: 11555
11/26/2019	Regular	25.0000	80.00	2,000.00	2,000.00	FED FIT FED SOCSEC FED MEDCARE	110.06 124.00 29.00	CA SIT CA SDI	59.01 20.00	ADP RS employee before-tax % ADP RS employer match Advance	20.00 20.00 100.00	1,537.93 Check No: 11564
12/10/2019	Regular Overtime	25.0000 37.5000	62.25 1.50	1,556.25 56.25	1,612.50	FED FIT FED SOCSEC FED MEDCARE	65.79 99.98 23.38	CA SIT CA SDI	31.41 16.13	ADP RS employee before-tax % ADP RS employer match Advance	16.12 16.12 100.00	1,259.69 Check No: 11573
12/24/2019	Regular	25.0000	72.00	1,800.00	1,800.00	FED FIT FED SOCSEC FED MEDCARE	86.30 111.60 26.10	CA SIT CA SDI	43.66 18.00	ADP RS employee before-tax % ADP RS employer match Advance	18.00 18.00 100.00	1,396.34 Check No: 11581
Employee Totals :	Regular Overtime Sick		1683.75 9.50 48.00	\$39,762.75 \$356.25 \$1,104.00	\$41,223.00	FED FIT FED SOCSEC	\$1,775.38 \$2,555.83	CA SIT CA SDI	\$873.03 \$412.24	ADP RS employee before-tax %	\$412.20	\$33,886.59

Company: ALL WAYS ELECTRIC INC
Check Dates From: 01/07/2019 To: 12/24/2019
Pay Period from: 12/24/2018 to: 12/22/2019

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay
						FED MEDCARE	\$597.73	ADP RS employer match Advance Loan	\$412.20 \$550.00 \$160.00

Company: ALL WAYS ELECTRIC INC
 Check Dates From: 01/07/2019 To: 12/24/2019
 Pay Period from: 12/24/2018 to: 12/22/2019

EXHIBIT B

Gustavo Arteaga Raises

5/20/15 \$16/HR

1/4/16 \$18/HR

5/15/17 \$20/HR

8/7/17 \$22/HR

9/17/18 \$23/HR

9/16/19 \$25/HR

EXHIBIT C

ALL WAYS ELECTRIC, INC.

15164-1/2 Stagg Street
Van Nuys, CA 91405
License No. 498342

(818) 996-9933
FAX (818) 988-1600
www.allwayselectric.com

EMPLOYMENT VERIFICATION LETTER

February 4, 2020

Kristin Hill
All Ways Electric, Inc.
7404 Fulton Ave., Unit 3
North Hollywood, CA 91605

Re: Verification of Employment for Gustavo Arteaga

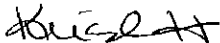
To Whom This May Concern,

Please accept this letter as confirmation that Gustavo Arteaga was employed with All Ways Electric, Inc. from 5/7/2015 to 1/23/2020.

Gustavo held the Title of Electrical Apprentice and worked on a full-time basis of 40 hours per week while earning \$2,000.00 on a bi-weekly basis and does not receive any type of bonus.

If you have any questions, or require further information, please do not hesitate to contact me at (818) 765-1611 or k.hill@allwayselectric.com.

Sincerely,



Kristin Hill