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Electronically Filed
Superior Court of California
County of San Joaquin
2021-02-23 08:04:43
Clerk: Joyce Banek

Case Management Conference
08/30/2021 08:30 AM in 11B

STK-CV-UOE-2021-0001560

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

JAREMEY PEDRO, an individual,

Plaintiff,

vs.

STANLEY STEEMER OF EVANSVILLE,
INC., a corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.:

COMPLAINT

1. PRIVATE ATTORNEYS GENERAL ACT

Plaintiff Jaremey Pedro brings this action against Stanley Steemer of Evansville, Inc., a corporation, and Does 1 through 100, for violations of the California Labor Code.

PARTIES

1. Jaremey Pedro ("Pedro" or "Plaintiff") at all times relevant herein was employed in San Joaquin County, California, and was an "employee" as defined by the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Stanley Steemer of Evansville, Inc. ("Stanley Steemer" or "Defendant") is an Indiana corporation formed under the laws of Delaware.

3. At all times relevant herein, Stanley Steemer has been an "employer" under the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

4. Stanley Steemer and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

VENUE

7. Venue is proper in this court because the unlawful acts alleged herein took place in San Joaquin County, California and Plaintiff's place of employment with Defendants was within San Joaquin County.

GENERAL ALLEGATIONS

8. Pedro was hired by Stanley Steemer as a crew chief on or around January 15, 2020. At all times relevant, Pedro worked out of Stanley Steemer's Stockton location. Stanley Steemer operates in multiple states and provides cleaning services. Pedro's employment with Stanley Steemer ended in or around July 2020.

9. At all times throughout his employment with Stanley Steemer, Pedro was eligible for overtime pay (under both federal and California law) and indeed worked in excess of forty hours per workweek on a regular basis.

1 10. Pedro and Stanley Steemer's other hourly, nonexempt employees were also eligible for
2 and at times received nondiscretionary bonuses, commissions, and other items of compensation.

3 **(Exhibit 1.¹)**

4 11. However, Stanley Steemer willfully failed to properly calculate and pay overtime
5 wages owed to Pedro and its other hourly, nonexempt employees throughout their employment.

6 12. Specifically, Stanley Steemer failed to include commissions, nondiscretionary bonuses,
7 and other items of compensation when determining Pedro's and its other hourly, nonexempt
8 employees' regular rate of pay for purposes of calculating and paying overtime wages.

9 13. For example, during the pay period of February 21 – March 5, 2020, Pedro earned a
10 commission in the amount of \$414.51. **(Exhibit 1.)** Yet, and pursuant to its uniform policy and
11 practice, Stanley Steemer failed to include the value of this commission when calculating Pedro's
12 regular rate of pay and, accordingly, underpaid him. (*Id.*) Instead, Stanley Steemer utilized Pedro's
13 base rate of pay only and multiplied it by 1.5 or 2.0, as otherwise appropriate. (*Id.*)

14 14. Consequently, Pedro and all of Stanley Steemer's other hourly, nonexempt employees
15 in California who received commissions, nondiscretionary bonuses, and/or other items of
16 compensation aside from their base hourly rate, and who worked overtime, were not adequately paid
17 for all of the overtime they worked, in violation of Labor Code section 510.

18 15. Pedro and Stanley Steemer's other hourly, non-exempt California employees were also
19 entitled to sick pay pursuant to Labor Code section 245, et seq. Any sick pay used appeared on their
20 wage statements as "Sick". **(Exhibit 2.)**

21 16. Although Labor Code section 248.5, subdivision (l)(1) mandates that paid sick leave for
22 non-exempt employees be "calculated in the same manner as the regular rate of pay for the workweek
23 in which the employee uses paid sick time", Stanley Steemer failed to include commissions, non-
24 discretionary bonuses and other items of compensation when determining Pedro and Stanley
25 Steemer's other hourly, non-exempt California employees' regular rate of pay for purposes of sick
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27
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¹ Exhibits 1-2 are incorporated by this reference as though fully set forth herein.

1 pay. (*Id.*) Instead, sick pay was only paid at Pedro and Stanley Steemer's other hourly, non-exempt
2 California employees' base hourly rate, resulting in violation of Labor Code section 246.

3 17. Because Pedro and Stanley Steemer's other former hourly, non-exempt California
4 employees were not properly paid for all their overtime and sick pay at the correct rate of pay, they are
5 not timely paid all wages due and owing to them during each pay period and at the end of their
6 employment, in violation of Labor Code sections 201 and 202.

7 18. Because of the violations set forth above, and as evidenced in the sample of Pedro's
8 wage statements attached hereto as **Exhibits 1 and 2**, the wage statements furnished by Stanley
9 Steemer's to their hourly, nonexempt employees violated Labor Code section 226(a) insofar as they
10 failed to accurately show:

- 11 a. The gross wages earned, in violation of section 226(a)(1);
- 12 b. The net wages earned, in violation of section 226(a)(5);
- 13 c. All applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate in violation of section 226(a)(9).

15 19. Furthermore, Pedro and other California employees of Stanley Steemer were regularly
16 denied rest periods to which they were entitled, and were not properly compensated for the denial of
17 such breaks. Pedro regularly worked shifts of eight hours or more; however, he typically received only
18 one rest period of ten minutes or more per shift. Pedro was informed by management that he was to
19 consider the drive time between jobs to be a rest break. Such time, however, did of course not
20 constitute a rest period, since Pedro was not relieved of all duty. Further, Stanley Steemer did not pay
21 Pedro an hour of pay at his regular rate of compensation for every rest period that was not provided in
22 accordance with applicable IWC Wag Orders. Accordingly, Stanley Steemer violated Labor Code
23 section 226.7.

24 20. Last, Pedro and other California employees of Stanley Steemer were not paid all
25 wages due in a timely fashion. Labor Code section 204, subdivision (a) provides that all wages
26 earned between the 1st and the 15th days of the month must be paid by the 26th day, and all wages
27 earned between the 16th day and the last day of the month must be paid by the 10th day of the
28 following month; however, an employer complies with the section if the employee is paid on a
weekly, biweekly, or semimonthly basis, and if the employer pays the employee's wages within

1 seven days of the close of the pay period. (See Lab. Code, § 204, subd. (d).) As shown by the
2 example wage statement attached hereto as Exhibit 1, Pedro was paid on a biweekly basis. As this
3 particular pay period closed on March 5, 2020, Stanley Steemer was required to pay Pedro his
4 wages no later than March 12, 2020. However, and pursuant to a uniform policy and practice,
5 Pedro was not paid until March 13, 2020. Accordingly, Stanley Steemer violated Labor Code
6 section 204.

7 21. The foregoing violations of the Labor Code, and each of them, were violated against
8 other California employees within the applicable statutory period.

9 22. The foregoing list of misconduct is a partial list only and set forth by way of example.

10 23. On December 18, 2020, Pedro provided written notice to the Labor and Workforce
11 Development Agency ("LWDA") and Stanley Steemer regarding the specific provisions of the
12 Labor Code alleged to have been violated, including the facts and theories to support those alleged
13 violations. (**Exhibit 3.**)

14 24. As of the filing of this Complaint, more than 65 calendar days after Pedro's initial
15 written notice, the LWDA has not provided written notice that it intends to investigate any of
16 Pedro's allegations as set forth above. Accordingly, Pedro has satisfied the administrative
17 prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties
18 against Defendants, in addition to other remedies, for violations of the California Labor Code.

19
20 **FIRST CAUSE OF ACTION**
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 *et seq.*)
21 **Against Defendants**

22 25. Plaintiff hereby realleges and incorporates by reference each and every allegation
23 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
24 allegations of this cause of action.

25 26. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
26 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations
27 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
28

1 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
2 to the procedures outlined in Labor Code section 2699.3.

3 27. Plaintiff was employed by Defendants and the alleged violations were committed
4 against him during his time of employment. Plaintiff is therefore an aggrieved employee as
5 defined by Labor Code section 2699, subdivision (c). Other current and former employees are also
6 aggrieved employees in that one or more of the alleged violations were also committed against
7 them during their time of employment with Defendants.

8 28. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable
9 in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is
10 specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for
11 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
12 each subsequent violation.

13 29. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved
14 employee may recover the civil penalty on behalf of himself or herself and other current or former
15 employees against whom one or more of the alleged violations was committed. Furthermore, any
16 employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees
17 and costs.

18 30. Wherefore, Plaintiff and other employees (current and former) have been aggrieved
19 as set forth above and request relief as hereafter provided.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 3 1. For civil penalties, including but not limited to those available under Labor Code
4 sections 226.3, 558, and 2699(f);
- 5 2. For injunctive relief;
- 6 3. For statutory attorneys' fees and costs, including but not limited to those available
7 under Labor Code section 2699(g);
- 8 4. For prejudgment and post-judgment interest according to any applicable provision
9 of law or as otherwise permitted by law, including those available under Civil Code
10 sections 3287(a) and 3289(b); and
- 11 5. For such other and further relief as the court deems just and proper.

12 ///

13 **DATED:** February 22, 2021

MAYALL HURLEY P.C.

14
15 By _____



JOHN P. BRISCOE
Attorneys for Plaintiff
JAREMEY PEDRO

Exhibit 1

STANLEY STEEMER OF EVANSVILLE INC
2311 N Green River Rd
Evansville, IN 47715
812-473-3475

001472 Jaremev R Pedro

SSN: [REDACTED]

Check date: 03/13/20 Check # V6769

Status: Exemption:
Add. Amount:

Federal Married filing joint
4000.00 State Single or married

Period begin: 02/21/20 Period end: 03/05/20

Primary Department HOURLY

Regular				Overtime			Double Time			Total		Deductions	
Wages	Rate	Hours	Amount	Rate	Hours	Amount	Rate	Hours	Amount	Hours	Amount		Amount
WAGES 1	13.00	57.63	749.19	19.50		0.00	28.00		0.00	57.63	749.19	FICA-SS	77.84
COMMISSION	414.51		414.51			0.00			0.00		414.51	FICA-MED	18.20
WAGES 2	15.81		0.00	23.71	3.15	74.69	31.61		0.00	3.15	74.69	California SIT	26.17
WAGES 3	14.63		0.00	21.95	0.78	17.12	29.27		0.00	0.78	17.12	California SDI	12.56
Totals		57.63	1163.70		3.93	91.81				61.56	1,255.51		134.77

Accruable benefits	Used this check	Amount	Used YTD	Amount YTD	Available	Employer Contribution	Current Amount	YTD Amount	Direct Deposit Detail	Net Check	0.00
CA SICK AFTER 7.1	0.00				0.00				6357 560.37	Direct Deposit	1,120.74
VACATION AFTER 7.1	0.00				0.00				9415 560.37		

Year to Date

Regular			Overtime		Double Time		Total		Deductions	
Wages	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		Amount
WAGES 1	222.54	2,893.02		0.00		0.00	222.54	2,893.02	FICA-SS	308.85
REPORTED TIPS		20.00		0.00		0.00		20.00	FICA-MED	72.23
COMMISSION		1,619.90		0.00		0.00		1,619.90	California SIT	102.82
WAGES 2		0.00	9.08	215.40		0.00	9.08	215.40	California SDI	49.82
WAGES 3		0.00	10.17	233.10		0.00	10.17	233.10		
Totals	222.54	4532.92	19.25	448.50			241.79	4,981.42		533.78

Total Pay 4,447.64

REMOVE DOCUMENT ALONG THIS PERFORATION

DO NOT ACCEPT THIS CHECK without confirming presence of Artificial Watermark on back. Other security features are listed on back.

STANLEY STEEMER OF EVANSVILLE INC
2311 N Green River Rd
Evansville, IN 47715

V6769

Check date: 03/13/20

Pay to the order of: Jaremev R Pedro

\$ *****0.00

Zero and 00/100***

Jaremev R Pedro

Exhibit 2

STANLEY STEEMER OF EVANSVILLE INC
2311 N Green River Rd
Evansville, IN 47715

001472 Jaremev R Pedro

SSN: [REDACTED]

Check date 04/24/20

Check #: V6926

Status:
Exemption: 4000.00
Add. Amount:

Federal Married filing joint
State Single or married

812-473-3475

Primary Department HOURLY

Period begin: 04/03/20 Period end: 04/16/20

Regular				Overtime			Double Time			Total		Deductions	
Wages	Rate	Hours	Amount	Rate	Hours	Amount	Rate	Hours	Amount	Hours	Amount		Amount
WAGES 1	13.00	45.87	596.31	19.50	1.52	29.64	26.00		0.00	47.39	625.95	FICA-SS	45.2
COMMISSION	98.14		98.14			0.00			0.00		98.14	FICA-MED	10.5
WAGES 2	14.50		0.00	21.75	0.25	5.44	29.00		0.00	0.25	5.44	California SIT	8.4
												California SDI	7.3
Totals		45.87	694.45		1.77	35.08				47.64	729.53		71.5

Accruable benefits	Used this check	Amount	Used YTD	Amount YTD	Available	Employer Contribution	Current Amount	YTD Amount	Direct Deposit Detail	Net Check	0.01
CA SICK AFTER 7.1	0.00				0.00				6357	328.97	Direct Deposit
VACATION AFTER 7.1	0.00				0.00				9415	328.97	657.9

Year to Date

Regular			Overtime		Double Time		Total		Deductions	
Wages	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		Amount
WAGES 1	315.32	4,099.16	4.07	79.37		0.00	319.39	4,178.53	FICA-SS	398.8
REPORTED TIPS		20.00		0.00		0.00		20.00	FICA-MED	93.2
COMMISSION		1,780.50		0.00		0.00		1,780.50	California SIT	119.1
WAGES 2		0.00	9.33	220.84		0.00	9.33	220.84	California SDI	84.3
WAGES 3		0.00	10.17	233.10		0.00	10.17	233.10		
Totals	315.32	5899.66	23.57	533.31			338.89	6,432.97		675.57

Total Pay 5,757.40

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STANLEY STEEMER OF EVANSVILLE INC
2311 N Green River Rd
Evansville, IN 47715

V6926

Check date: 04/24/20

Pay to the order of: Jaremev R Pedro

\$ *****0.00

Zero and 00/100***

Jaremev R Pedro

[REDACTED]

Exhibit 3

LAW OFFICES
MAYALL HURLEY
A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

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JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

December 18, 2020

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Stanley Steemer of Evansville, Inc.
2311 N. Green River Rd.
Evansville, IN 47715

Re: Jaremey Pedro

To whom it may concern:

This firm represents Jaremey Pedro ("Pedro") in relation to his former employment with Stanley Steemer of Evansville, Inc. ("SSEI"). In accordance with California Labor Code section 2699.3, this letter shall serve as Pedro's written notice to the Labor and Workforce Development Agency ("LWDA") and SSEI regarding the following violations, and facts and theories supporting those violations, on Pedro's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of SSEI.

Pedro was hired by SSEI in January 2020, and his employment ended in or around July 2020. SSEI provides cleaning services for homes, businesses, etc. Pedro's position with SSEI was Crew Chief; at all times during his employment, Pedro was properly classified as a nonexempt employee, and was eligible for overtime pay under the Labor Code.

Pedro indeed worked overtime on a regular basis; however, SSEI failed to properly calculate his "regular rate of pay" for overtime purposes, resulting in an underpayment of wages. During his employment, Pedro earned commissions, nondiscretionary bonuses, and other items of compensation in addition to his base hourly pay. (**Exhibit A.**) However, SSEI willfully failed to account for the value of such compensation when determining Pedro's and its other hourly, nonexempt employees' regular rate of pay for purposes of calculating and paying overtime wages. For example, during the pay period of February 21- March 5, 2020, Pedro earned a commission in the amount of \$414.51. (*Id.*) Yet, and pursuant to its uniform policy and practice,

Labor and Workforce Development Agency
Stanley Steemer of Evansville, Inc.
Re: Jaremey Pedro
December 18, 2020
Page 2 of 3

SSEI failed to include the value of this commission when calculating Pedro's regular rate of pay for purposes of overtime and, accordingly, underpaid him. Instead, SSEI paid Pedro's overtime at a lesser rate. (*Id.*) Accordingly, SSEI violated Labor Code section 510.

Additionally, SSEI, pursuant to a uniform policy and practice, failed to provide Pedro with paid sick leave. Labor Code section 246 provides that an employee who works in California for the same employer for 30 or more days is entitled to paid sick leave. However, as evidenced by the wage statement attached hereto as **Exhibit B**, Pedro was not provided with any paid sick leave ("CA SICK"), even after being employed by SSEI for a number of months. Accordingly, SSEI violated Labor Code section 246.

Furthermore, Pedro was regularly denied rest periods to which he was entitled, and was not properly compensated for the denial of such breaks. Pedro regularly worked shifts of eight hours or more; however, he typically received only one rest period of ten minutes or more per workshift. Pedro was informed by management that he was to consider the drive time between jobs to be a rest break. Such time, of course, did not constitute a rest period, since Pedro was not relieved of all duty. Further, SSEI did not pay Pedro an hour of pay at his regular rate of compensation ("premium pay") for each rest period that was not provided to him in accordance with applicable IWC Wage Orders. Accordingly, SSEI violated Labor Code section 226.7.

Because Pedro was not paid overtime at the appropriate regular rate of pay, the itemized wage statements issued to him failed to show the gross wages earned, the net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9).

As mentioned above, Pedro's employment with SSEI ended in or around July 2020. However, at no point since that time has SSEI paid all wages due and owing, including the value of underpaid overtime and rest period premiums, *supra*. Accordingly, SSEI violated Labor Code sections 201 and 202.

Last, Pedro was not paid all wages due in a timely fashion. Labor Code section 204, subdivision (a) provides that all wages earned between the 1st and the 15th days of the month must be paid by the 26th day, and all wages earned between the 16th day and the last day of the month must be paid by the 10th day of the following month; however, an employer complies with the section if the employee is paid on a weekly, biweekly, or semimonthly basis, and if the employer pays the employee's wages within seven days of the close of the pay period. (See Lab. Code, § 204, subd. (d).) As shown by the example wage statement attached hereto as Exhibit A, Pedro was paid on a biweekly basis. As this particular pay period closed on March 5, 2020, SSEI was required to pay Pedro his wages no later than March 12, 2020. However, and pursuant to a uniform policy and practice, Pedro was not paid until March 13, 2020. Accordingly, SSEI violated Labor Code section 204.

Labor and Workforce Development Agency
Stanley Steemer of Evansville, Inc.
Re: Jaremey Pedro
December 18, 2020
Page 3 of 3

The foregoing violations, and each of them, were committed as against other employees of SSEI in California, and within the last year.

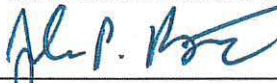
If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Pedro intends to file a civil complaint against SSEI pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

CC: Brad A. McDowell (email)

Exhibit A

STANLEY STEEMER OF EVANSVILLE INC
2311 N Green River Rd
Evansville, IN 47715

001472 Jaremev R Pedro

SSN: [REDACTED]

Check date: 03/13/20

Check # V6769

Status: Exemption:

Federal
Married filing jo
4000.00

State
Single or m

812-473-3475

Primary Department HOURLY

Period begin: 02/21/20 Period end: 03/05/20

Add. Amount:

Regular				Overtime			Double Time			Total		Deductions	
Wages	Rate	Hours	Amount	Rate	Hours	Amount	Rate	Hours	Amount	Hours	Amount		Amount
WAGES 1	13.00	57.63	749.19	19.50		0.00	26.00		0.00	57.63	749.19	FICA-SS	77.84
COMMISSION	414.51		414.51			0.00			0.00		414.51	FICA-MED	18.20
WAGES 2	15.81		0.00	23.71	3.15	74.69	31.61		0.00	3.15	74.69	California SIT	26.17
WAGES 3	14.63		0.00	21.95	0.78	17.12	29.27		0.00	0.78	17.12	California SDI	12.56
Totals		57.63	1163.70		3.93	91.81				61.56	1,255.51		134.77

Accruable benefits	Used this check	Amount	Used YTD	Amount YTD	Available	Employer Contribution	Current Amount	YTD Amount	Direct Deposit Detail	Net Check	0.00
CA SICK AFTER 7.1	0.00				0.00				6357	560.37	
VACATION AFTER 7	0.00				0.00				9415	560.37	Direct Deposit
											1,120.74

Year to Date

Regular			Overtime		Double Time		Total		Deductions	
Wages	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		Amount
WAGES 1	222.54	2,893.02		0.00		0.00	222.54	2,893.02	FICA-SS	308.85
REPORTED TIPS		20.00		0.00		0.00		20.00	FICA-MED	72.23
COMMISSION		1,619.90		0.00		0.00		1,619.90	California SIT	102.82
WAGES 2		0.00	9.08	215.40		0.00	9.08	215.40	California SDI	49.82
WAGES 3		0.00	10.17	233.10		0.00	10.17	233.10		
Totals	222.54	4532.92	19.25	448.50			241.79	4,981.42		533.78

Total Pay 4,447.64

REMOVE DOCUMENT ALONG THIS PERFORATION

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STANLEY STEEMER OF EVANSVILLE INC
2311 N Green River Rd
Evansville, IN 47715

V6769

Check date: 03/13/20

Pay to the order of: Jaremev R Pedro

\$ *****0.00

Zero and 00/100***

Jaremev R Pedro

Exhibit B

STANLEY STEEMER OF EVANSVILLE INC
2311 N Green River Rd
Evansville, IN 47715

001472 Jaremev R Pedro

SSN: [REDACTED]

Check date 04/24/20 Check #: V6926

Status: Federal Married filing joint
Exemption: 4000.00
Add. Amount: State Single or married

812-473-3475

Primary Department HOURLY

Period begin: 04/03/20 Period end 04/16/20

Regular				Overtime			Double Time			Total		Deductions	
Wages	Rate	Hours	Amount	Rate	Hours	Amount	Rate	Hours	Amount	Hours	Amount		Amount
WAGES 1	13.00	45.87	596.31	19.50	1.52	29.64	26.00		0.00	47.39	625.95	FICA-SS	45.2
COMMISSION	98.14		98.14			0.00			0.00		98.14	FICA-MED	10.5
WAGES 2	14.50		0.00	21.75	0.25	5.44	29.00		0.00	0.25	5.44	California SIT	8.4
												California SDI	7.3
Totals		45.87	694.45		1.77	35.08				47.64	729.53		71.5
Accruable benefits	Used this check	Amount	Used YTD	Amount	Available	Employer Contribution	Current Amount	YTD Amount		Direct Deposit Detail		Net Check	0.0
CA SICK AFTER 7.1	0.00				0.00					6357	328.97	Direct Deposit	657.9
VACATION AFTER 7	0.00				0.00					9415	328.97		

Year to Date

Regular			Overtime		Double Time		Total		Deductions	
Wages	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		Amount
WAGES 1	315.32	4,099.16	4.07	79.37		0.00	319.39	4,178.53	FICA-SS	398.0
REPORTED TIPS		20.00		0.00		0.00		20.00	FICA-MED	93.2
COMMISSION		1,780.50		0.00		0.00		1,780.50	California SIT	119.1
WAGES 2		0.00	9.33	220.84		0.00	9.33	220.84	California SDI	64.3
WAGES 3		0.00	10.17	233.10		0.00	10.17	233.10		
Totals		315.32	5899.65	23.57	533.31		338.89	6,432.97		675.57

Total Pay 5,757.40

REMOVE DOCUMENT ALONG THIS PERFORATION

DO NOT ACCEPT THIS CHECK without confirming presence of Artificial Watermark on back. Other security features are listed on back.

STANLEY STEEMER OF EVANSVILLE INC
2311 N Green River Rd
Evansville, IN 47715

V6926

Check date: 04/24/20

Pay to the order of: Jaremev R Pedro

\$ *****0.00

Zero and 00/100***

Jaremev R Pedro