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Assigned for All Purposes

Judge Peter Wilson

CX-102

Attorneys for Plaintiff, the Class, the LWDA, and the Aggrieved Employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JOHN SURBY, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

ARB, INC., a California Corporation, and
DOES 1-10, inclusive.

Defendant.

CASE NO: 30-2021-01194784-CU-OE-CXC

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

- (1) FAILURE TO PAY MINIMUM WAGES
(LABOR CODE §§ 1194, 1194.2);**
- (2) FAILURE TO PAY OVERTIME (LABOR
CODE § 510);**
- (3) FAILURE TO PROVIDE COMPLETE
WAGE STATEMENTS (LABOR CODE § 226);**
- (4) WAITING TIME PENALTIES (LABOR
CODE § 201 – 203);**
- (5) FAILURE TO PAY TIMELY WAGES
(LABOR CODE §§ 204, 210);**
- (6) UCL VIOLATIONS (BUS. & PROF. CODE
§§ 17200-17204); AND**
- (7) PAGA AND OTHER PENALTIES (LABOR
CODE §§ 2698 – 2699.5);**

DEMAND FOR JURY TRIAL

1 Plaintiff John Surby (“Plaintiff”), on behalf of himself, the State of California, other
2 aggrieved employees, and all others similarly situated (hereinafter “Class Members”), complains
3 and 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 pursuant to Labor Code § 2699, *et seq.*, and on behalf of the
7 California general public, against Arb, Inc. and DOES 1 to 100 (“Defendant”) for (1) its failure to
8 pay minimum wages for travel time to worksites in Defendant’s vehicles and for reporting time;
9 (2) its failure to pay overtime wages; (3) its failure to provide accurate and/or complete wage
10 statements to its current and former employees in California within the one year prior to the filing
11 of this Complaint; (4) its failure to pay all wages due to former employees based on the foregoing;
12 (5) its failure to pay timely wages to employees based on the foregoing; (6) unfair business
13 practices based on the foregoing; and (7) PAGA and other penalties based on the foregoing. As a
14 result of the foregoing, Defendant has violated California statutory laws as described below.

15 2. The “Class Period” is designated as the period from four years prior to the filing of
16 this action through the trial date. The PAGA Period is designated as one year from the sending of
17 Plaintiff’s PAGA letter on January 19, 2021 to the LWDA, through the present and on-going.
18 Defendant’s violations of California’s wage and hour laws and unfair competition laws, as
19 described more fully below, have been ongoing throughout the Class Period.

20 **VENUE**

21 3. Venue is proper in this county under section 395.5 of the California Code of Civil
22 Procedure. Many of the putative Class Members were employed and/or performed work during
23 the Class Period by Defendant in Orange County. Defendant is in the business of contracting with
24 public entities for the construction of power plants and other industrial plants. Many of the acts
25 alleged herein including Defendant’s failure to pay minimum wages, failure to pay overtime, and
26 failure to issue compliant wage statements occurred in Orange county. Moreover, Defendant’s
27 headquarters is in the city of Lake Forest, Orange County. Venue is therefore proper in Orange
28 County.

1 **JURISDICTION**

2 4. Defendant is within the jurisdiction of this Court. Defendant transacts millions of
3 dollars of business by providing its clients with new structural plants in California. Thus,
4 Defendant has obtained the benefits of the laws of the State of California. In addition, Plaintiff
5 asserts no claims arising under federal law. Rather, Plaintiff brings causes of action based solely
6 on, and arising from, California law. The claims of the class are also based solely on California
7 law described herein. Furthermore, the total amount at issue in this case, inclusive of attorneys'
8 fees, is less than \$5 million. Therefore, jurisdiction is appropriate in Orange County Superior
9 Court.

10 **THE PARTIES**

11 5. Plaintiff John Surby is a California resident who has worked for Defendant from
12 sometime in 2000 until now.

13 6. From at least four years from the filing of this complaint through the present, and
14 on-going, Defendant's employees, including Plaintiff during his employment, were not paid by
15 Defendant for their time while traveling in Defendant's vehicles to the worksites. Plaintiff, the Class,
16 and the Aggrieved employees were using Defendant's vehicles to travel to worksites, often
17 requiring at least one-hour drive time, time during which they were not compensated. The
18 employer's vehicle was a truck where Plaintiff, the Class, and the Aggrieved Employees were
19 driving, and were also carrying therein equipment to perform their job duties for Defendant.
20 Moreover, Plaintiff, the Class, and the Aggrieved Employees were not paid overtime for hours
21 over 8 per day and/or over 40 per week; were not provided accurate and/or complete wage
22 statements; did not receive timely wages; and did not receive all of their wages due upon
23 termination of employment.

24 7. Plaintiff represents the state of California and the following group of aggrieved
25 employees defined as:

26 All non-exempt hourly-paid individuals who are or were California residents for state tax
27 purposes, who are or were employed by Defendant in the State of California, who were not
28 part of any bargaining unit represented by a union, and who worked one or more shifts
during the PAGA Period from one year prior to the date of the submission of Plaintiff's
PAGA letter to the LWDA through the present (the "Aggrieved Employees").

1 8. Additionally, Plaintiff represents the following group of Class Members defined as:

2 All non-exempt hourly-paid individuals who are or were California residents for state tax
3 purposes, who are or were employed by Defendant in the State of California, who were not
4 part of any bargaining unit represented by a union, and who worked one or more shifts
5 during the Class Period from four years prior to the date of the filing of the Complaint
through the present (the "Class Members").

6 9. Defendant is a California corporation with its principal place of business in Lake
7 Forest, CA. Defendant is a construction company that provides a wide range of services and
8 transacts millions of dollars of business by providing construction services to numerous facilities
9 throughout California.

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

17 11. Plaintiff is informed and believe, and based thereon alleges, that each Defendant
18 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
19 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
20 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
21 employer and/or joint employer of Plaintiff, the Class, and the Aggrieved Employees.

22 12. Defendant employed Plaintiff, the Class, and the Aggrieved Employees as
23 maintenance workers or technicians in California at various times during the Class Period.
24 Defendant employed approximately 1,000 workers or construction employees in California during
25 the Class Period. Several hundred of these workers are non-union class members.

26 **FACTUAL ALLEGATIONS**

27 13. Defendant operates and, at all times during the Class Period, has done and does
28 business in California providing construction services to different plants in California. Defendant,

1 in the course of operating its business in California during the Class Period, employed Plaintiff, the
2 Class, and the Aggrieved Employees as construction workers or construction technicians. Plaintiff,
3 the Class, and the Aggrieved Employees were paid by Defendant both hourly and prevailing wage.

4 14. During the Class Period, Plaintiff, like the other members of the Class and
5 Aggrieved Employees, typically worked twelve to fourteen hours per day and five to six days per
6 week. Class Members' and Aggrieved Employees' job duties included performing general
7 construction and maintenance to Defendant's projects.

8 15. Labor Code § 1197 states the California requirement that employees must be paid at
9 least the minimum wage fixed by the Commission, and any payment of less than the minimum
10 wage is unlawful. Similarly, Labor Code § 1194 entitles "any employee receiving less than the
11 legal minimum wage...to recover in a civil action the unpaid balance of the full amount of this
12 minimum wage." IWC Wage Order No. 16 also obligates employers to pay each employee
13 minimum wages for all hours worked.

14 16. These minimum wage standards apply to each hour employees worked for which
15 they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked
16 by an employee is unlawful, ***even if averaging an employee's total pay over all hours worked,***
17 ***paid or not, results in an average hourly wage above minimum wage.*** *Armenta v. Osmose,*
18 *Inc.*, 135 Cal.App.4th 314, 324 (2005).

19 17. Labor Code § 1194.2 authorizes employees to recover liquidated damages in any
20 action under Labor Code § 1194 to recover unpaid minimum wages. Where an employee, such as
21 Plaintiff, were not paid for all hours worked under Labor Code § 1194, the employee may recover
22 minimum wages for the time worked for which they received no compensation. *See Sillah v.*
23 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing
24 for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed
25 they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 2016 U.S.
26 Dist. LEXIS 172319, at *20-21 (N.D. Cal. Dec. 12, 2016).

27 18. Labor Code § 510 requires an employer to compensate an employee who works
28 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight

1 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
2 rate of pay for an employee. In accordance with Labor Code § 1194, Plaintiff, the Class, and the
3 Aggrieved Employees could not then agree to work for a lesser wage than the amount proscribed
4 by Labor Code §§ 510 and 1194.

5 19. Due to Defendant's policy of failing to pay Plaintiff, the Class, and the Aggrieved
6 Employees for all of their hours worked while employed by Defendant or under Defendant's
7 control, including all travel time and reporting time, Plaintiff, the Aggrieved Employees, and the
8 Class have not been paid all minimum and overtime wages owed. Instead, Plaintiff, the Class, and
9 the Aggrieved Employees have only received compensation for the hours worked on the projects
10 and not the hours they were traveling to worksites in Defendant's vehicles. Thus, Plaintiff, the
11 Class, and the Aggrieved Employees were not paid minimum wages for all compensable time
12 during their workday by Defendant. As a result, Plaintiff, the Class, and the Aggrieved Employees
13 have been denied compensation for all hours worked, in violation of Cal. Labor Code §1194, and
14 have been denied compensation at the minimum wage in violation of Cal. Labor Code §§ 1197 and
15 1199.

16 20. Further, Plaintiff, the Class, and the Aggrieved Employees did not receive the
17 overtime premium pay rates applicable to employees under California law for working in excess of
18 eight hours in a day, or more than forty hours in a workweek, in violation of IWC Wage Order 16-
19 2001, and Labor Code §§ 1194 and 510. On multiple occasions, Plaintiff, the Class, and the
20 Aggrieved Employees worked shifts that were longer than 8 hours in length, and their paystubs
21 even reflect hours worked at over 40 hours, but Plaintiff, the Aggrieved Employees, and the Class
22 did not receive any overtime pay (see **Exhibit A** enclosed hereto), and instead were paid for all
23 hours worked on a straight-time basis.

24 21. Furthermore, Defendant did not and does not issue adequate wage statements to
25 Plaintiff, the Class, and the Aggrieved Employees, under Labor Code Sections 226(a).

26 22. Defendant issued wage statements to Plaintiff, the Aggrieved Employees, and the
27 Class which did not include Defendant's name, Defendant's address, or the start date of each pay
28 period in violation of Labor Code section 226(a)(6) and (8) (see **Exhibit A**). Furthermore,

1 Defendant cannot argue that separate, detachable documents, apart from the wage statements, were
2 available to Plaintiff, the Class, and Aggrieved Employees that contained the required information.
3 *See Noori v. Countrywide Payroll & HR Solutions, Inc.*, 2019 Cal. App. LEXIS 1299 (3rd District
4 Court of Appeal, December 26, 2019), which noted: "... This conclusion [that section 226(a)(8)
5 was violated] is not altered by the fact that the full name [of the employer] appears on the checks.
6 Indeed, in its appellate brief, Countrywide notes that "Countrywide Staffing Solutions Group"
7 appears on checks attached to wage statements, arguing that even if the statute requires a
8 "complete" name, "the checks physically attached to the wage statements, and *thus part of them*,
9 stated the 'complete name' and thus complied." (Italics added.) **But Countrywide's argument is**
10 **based on an erroneous premise. The paycheck is not "part of" the wage statement.** Section
11 226, subdivision (a) directs employers to furnish "*as a detachable part of the check ... an accurate*
12 *itemized statement in writing showing [the statutorily required information].*" (§ 226, subd.
13 (a) italics and emphasis added). Thus, the employer's address cannot appear on the detachable
14 paycheck itself – or any other detachable document -- in lieu of its appearing on the wage
15 statement; it must appear on the wage statement itself which, here, it did not. Federal courts in
16 California are in agreement with the logic of *Noori*. *See e.g., Willner v. Manpower Inc.* (N.D. Cal.
17 2014) 35 F.Supp.3d 1116, 1129 (rejecting the employer's argument that its address appearing on a
18 detachable check attached to wage statements satisfied the statute).

19 23. Due to, *inter alia*, Defendant's failure to pay Plaintiff, the Class, and the Aggrieved
20 Employees minimum wages and overtime payments, the wage statements issued by Defendant to
21 Plaintiff, the Class, and the Aggrieved Employees also did not indicate the correct amount of gross
22 wages earned, total hours worked, net wages earned, or the applicable hourly rates in effect during
23 the pay period and the corresponding number of hours worked at each hourly rate in violation of
24 Labor Code § 226(a)(1), (2), (5) and (9). Indeed, no overtime rates were listed, even when hours
25 worked exceed 40 in a week.

26 24. Defendant's violation of Labor Code § 226 was knowing and intentional. *See*
27 *Garnett v. ADT LLC* 139 F. Supp. 3d 1121, 1131 (E.D. Cal. Oct. 6, 2015) (finding that the
28 defendant knowingly and intentionally violated Labor Code § 226 because the "[d]efendant knew

1 that it was not providing total hours worked to plaintiff or other employees paid on commission”
2 even though it believed that employees paid solely on commission or commission and salary “are
3 exempt and therefore we do not record hours on a wage statement”).

4 25. Defendant’s failure to furnish compliant wage statements has caused Plaintiff, the
5 Class, and the Aggrieved Employees to incur economic damages in that they were not aware that
6 they were owed and not paid additional compensation. *See Cicairos v. Summit Logistics*, 133
7 Cal.App.4th 949, 954 (“If it is left to the employee to add up the daily hours shown on the time
8 cards or other records so that the employee must perform arithmetic computations to determine the
9 total hours worked during the pay period, the requirements of section 226 would not be met”);
10 *McKenzie v. Federal Express Corp.*, 765 F. Supp. 2d 1222 (C.D. Cal. 2011) (wage statements
11 violated California Labor Code by not including, inter alia, total hours worked giving rise to
12 claims under both Section 226 and for PAGA penalties); *Cicairos v. Summit Logistics, Inc.*, 133
13 Cal.App.4th 949, 960-961 (2005) (reversing summary judgment for defendants where wage
14 statements did not “give an accurate report of the hours plaintiff worked, at least not on its face”);
15 Labor Code § 226(e)(2)(B) (clarifying that injury is established where the wage statement violated
16 Section 226(a)(1), (2), or (5), among other provisions, and where employees cannot easily
17 determine the gross or net wages earned by the employee during the pay period).

18 26. Aggrieved Employees will prevail on their claim for PAGA penalties under Labor
19 Code § 226(a) without needing to prove willfulness or injury. *See Lopez v. Friant & Associates,*
20 *LLC* (2017) 15 Cal.App.5th 773 (224 Cal.Rptr.3d 1) (“Consistent with the PAGA statutory
21 framework and the plain language and legislative history of section 226(e), we hold a plaintiff
22 seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the
23 “injury” and “knowing and intentional” requirements of section 226(e)(1)”). *See also Willner v.*
24 *Manpower Inc.* 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a PAGA
25 claim, “all [plaintiff] needs to establish is a violation of section 226(a), which she has done, as
26 discussed above.”); *McKenzie v. Fed. Exp. Corp.* 765 F.Supp.2d 1222, 1232 (C.D. Cal. 2011)
27 (holding that “for the purposes of recovering PAGA penalties, one need only prove a violation of
28 Section 226(a), and need not establish a Section 226(e) injury.”); *Aguirre v. Genesis Logistics,*

1 2013 U.S. Dist. LEXIS 189815, at *28 (C.D. Cal. July 3, 2013) (“Plaintiffs do not need to
2 establish a Cal. Lab. Code § 226(e) injury to recover penalties under § 2699(f) of PAGA.”).

3 27. Labor Code § 201(a) provides in pertinent part: “If an employer discharges an
4 employee, the wages earned and unpaid at the time of discharge are due and payable
5 immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written
6 contract for a definite period quits his or her employment, his or her wages shall become due and
7 payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice
8 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
9 of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement
10 or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of
11 an employee who is discharged or who quits, the wages of the employee shall continue as a
12 penalty from the due date thereof at the same rate until paid or until an action therefor is
13 commenced; but the wages shall not continue for more than 30 days.”

14 28. Class Members and Aggrieved Employees who are former employees of
15 Defendant, did not receive all wages due, including all minimum wages and overtime wages
16 during the Class Period, in violation of Labor Code Sections 201-203, triggering waiting time
17 penalties under those provisions.

18 29. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in any
19 employment are due and payable twice during each calendar month, on days designated in advance
20 by the employer as the regular paydays.” Pursuant to Labor Code § 204(d), these requirements are
21 “deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the
22 wages are paid not more than seven calendar days following the close of the payroll period.”

23 30. Due to Defendant’s failure to pay Plaintiff, the Class, and the Aggrieved Employees
24 all minimum wages and all overtime wages, Defendant failed to timely pay Plaintiff, the Class, and
25 the Aggrieved Employees within seven (7) days of the close of the payroll period in accordance
26 with Labor Code § 204 on a regular and consistent basis. *See Parson v. Golden State FC, LLC*,
27 2016 U.S. Dist. LEXIS 58299, 2016 WL 1734010, at *3-5 (N.D. Cal. May 2, 2016) (finding that a
28 failure to pay rest period premiums can support claims under Labor Code §§ 203 and 204).

31. Pursuant to Labor Code Section 210, as amended,

(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

(b) The penalty shall either be recovered by the employee as a statutory penalty pursuant to Section 98 or by the Labor Commissioner as a civil penalty through the issuance of a citation or pursuant to Section 98.3. The procedures for issuing, contesting, and enforcing judgments for citations issued by the Labor Commissioner under this section shall be the same as those set forth in subdivisions (b) through (k), inclusive, of Section 1197.1.

(c) An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.

32. Here, Plaintiff seeks to recover all penalties available under Labor Code Section 210 for Defendant's violations of Labor Code Section 204.

33. The administrative prerequisites of PAGA were satisfied after 65 days elapsed from January 19, 2021 (i.e., 65 days since Plaintiff's mailing of the PAGA notice with no further communication from the LWDA to Plaintiff's counsel). Thus, as of April 5, 2021, this lawsuit is timely. Plaintiff has also paid the \$75.00 fee and has otherwise satisfied the administrative prerequisites of PAGA.

34. Plaintiff by this action seeks to recover, on behalf of himself and all other current and former Aggrieved Employees of Defendant, the civil penalties provided by PAGA, as specified in Labor Code § 2699(f). 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*, 46 Cal. 4th 969 (2009). Class certification of the PAGA claims is not required. *Id.*

CLASS ACTION ALLEGATIONS

35. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class composed of and defined above in Paragraph 8. All such Class Members were subject to

1 Defendant's unlawful policies including, Defendant's failure to pay for all hours worked,
2 Defendant's failure to pay overtime, and Defendant's failure to provide compliant wage
3 statements.

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

8 a. Numerosity: The potential members of the Class as defined are so
9 numerous that joinder of all the members of the Class is impracticable. While the precise number
10 of Class Members has not been determined at this time, Plaintiff is informed and believes that
11 Defendant has employed hundreds of Class Members as maintenance workers or technicians in
12 California who were subject to Defendant's unlawful compensation and wage statements policies.
13 The Class Members are dispersed throughout California. Joinder of all members of the proposed
14 classes is therefore not practicable.

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

18 i. Whether Defendant violated sections 1194, 1194.2 of the Labor Code by
19 failing to pay Plaintiff and the members of the Class all minimum wages owed including traveling
20 time in Defendant's vehicles engaged in by members of the Class on a daily basis during the Class
21 Period;

22 ii. Whether Defendant violated section 510 of the Labor Code by failing to pay
23 Plaintiff and the Class all overtime wages owed during the Class Period;

24 iii. Whether Defendant failed to provide Plaintiff and the members of the Class
25 accurate and/or complete wage statements in violation of Labor Code Section 226(a);

26 iv. Whether Defendant violated Section 203 of the Labor Code by failing to pay
27 members of the Waiting Time Penalty Subclass for all wages due to them (including all minimum
28 wages and overtime wages due) upon their separation of employment from Defendant;

1 v. Whether Defendant violated Sections 204 and 210 of the Labor Code by
2 failing to pay member of the Class all wages due on a timely basis;

3 vi. Whether Plaintiff and the Class are entitled to restitution under Business and
4 Professions Code § 17200;

5 vii. The proper formula(s) for calculating damages, interest, and restitution
6 owed to Plaintiff and the Class Members;

7 viii. The nature and extent of class-wide damages.

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

12 d. Adequacy of Representation: Plaintiff is a member of the Class and will
13 fairly and adequately represent and protect the interests of the Class and Class Members.
14 Plaintiff's interests do not conflict with those of Class and Class Members. Counsel who
15 represents Plaintiff is competent and experienced in litigating large wage and hour class actions,
16 including numerous cases virtually identical to this one (i.e., wage and hour class action cases),
17 and other employment class actions, and will devote sufficient time and resources to the case and
18 otherwise adequately represent the Class and Class Members.

19 e. Superiority of Class Action: A class action is superior to other available
20 means for the fair and efficient adjudication of this controversy. Individual joinder of all Class
21 Members is not practicable, and questions of law and fact common to the Class predominate over
22 any questions affecting only individual members of the Class. Each Class Member has been
23 damaged or may be damaged in the future by reason of Defendant's unlawful policies and/or
24 practices. Certification of this case as a class action will allow those similarly situated persons to
25 litigate their claims in the manner that is most efficient and economical for the parties and the
26 judicial system. Certifying this case as a class action is superior because it allows for efficient and
27 full disgorgement of the ill-gotten gains Defendant has enjoyed by maintaining its unlawful
28 compensation, and will thereby effectuate California's strong public policy of protecting

1 employees from deprivation or offsetting of compensation earned in their employment. If this
2 action is not certified as a Class Action, it will be impossible as a practical matter, for many or
3 most Class Members to bring individual actions to recover monies unlawfully withheld from their
4 lawful compensation due from Defendant's, due to the relatively small amounts of such individual
5 recoveries relative to the costs and burdens of litigation.

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY MINIMUM WAGES**
8 **[Cal. Labor Code §§ 1194; 1194.2; IWC Wage Order No. 16, Section 4]**
9 **On behalf of Plaintiff and the Class**

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

12 38. The actionable period for this cause of action is three years prior to the filing of this
13 Complaint through the present, and on-going until the violations are corrected or the Class is
14 certified.

15 39. Section 1194 of the Labor Code provides, in relevant part:

16 Notwithstanding any agreement to work for a lesser wage, any employee
17 receiving less than minimum wage...applicable to the employee is entitle to
18 recover in a civil action the unpaid balance of the full amount of this
19 minimum wage ..., including interest thereon, reasonable attorney's fees, and
20 costs of suit.

21 40. Section 1194.2 of the Labor Code provides, in relevant part:

22 In any action under...Section 1194 to recover wages because of the payment
23 of a wage less than the minimum wage fixed by an order of the commission,
24 an employee shall be entitled to recover liquidated damages in an amount
25 equal to the wages unlawfully unpaid and interest thereon.

26 41. During the Class Period, Plaintiff and Class Members were not paid minimum
27 wages for time spent traveling to Defendant's projects in Defendant's vehicles on a daily basis in
28 violation of Labor Code § 1194. Accordingly, during the Class Period, Plaintiff and the members
of the Class did not receive minimum wages for all work time.

42. In failing to pay for all time worked, Plaintiff and the Class are entitled to recover,
either their unpaid hourly wages due, or minimum wage plus interest and/or liquidated damages in

1 an additional amount equal to the total amount of wages unlawfully withheld during the Class
2 Period for rest period time.

3 43. Pursuant to section 1194.2 of the Labor Code, Plaintiff and the Class are also
4 entitled to recover interest, costs, and attorneys' fees associated with this cause of action.

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **[Cal. Labor Code § 510; IWC Wage Order No. 16, Section 3]**
8 **On behalf of Plaintiff and the Class**

9 44. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
10 in the preceding paragraphs.

11 45. The actionable period for this cause of action is three years prior to the filing of the
12 Complaint through the present, and on-going until the violations are correct or the Class is
13 certified.

14 46. Labor Code § 510 provides that any work in excess of eight hours on any day, as
15 well as all hours worked on the seventh consecutive day of a workweek, shall be compensated at
16 the rate of no less than 1.5 times the regular rate of pay. See also Section 3(A) of IWC Wage Order
17 No. 16.

18 47. Here, Defendant hired Plaintiff and the Class to work as maintenance technicians
19 and maintenance workers in California and to work on various of Defendant's projects. Plaintiff
20 and the Class often worked in excess of 8 hours and over 40 hours per week. On average, Plaintiff
21 and the Aggrieved Employees worked between 12 to 14 hours on a daily basis. Defendant only
22 paid Plaintiff and the Class their regular hourly rate for each hour worked per each project.
23 Plaintiff and the Class did not receive compensation for their commuting time. Plaintiff and the
24 Class did not receive any compensation for the hours that they worked beyond eight hours per day.

25 48. Concerning Labor Code section 510 and Section 3(A) of IWC Wage Order No. 16,
26 Defendant did not pay Plaintiff and the Class any overtime wages corresponding to one and a half
27 time of Plaintiff and the Class' hourly rates of pay. Plaintiff and the Class often worked eight hours
28 per day and often worked over 40 hours per week. Defendant violated Labor Code § 510 by failing
to pay Plaintiff and the Class their overtime wages at the applicable overtime rates, including daily

1 overtime and weekly overtime, and instead merely paid Plaintiff and the Class straight time wages
2 for all hours worked.

3 **THIRD CAUSE OF ACTION**
4 **FAILURE TO PROVIDE COMPLETE WAGE STATEMENTS**
5 **[Cal. Labor Code § 226(a)]**
6 **On behalf of Plaintiff and the Wage Statement and Penalty Subclass**

7 49. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
8 in the preceding paragraphs.

9 50. The actionable period for this cause of action is one year prior to the filing of this
10 Complaint through the present, and on-going until the violations are connected or the subclass is
11 certified.

12 51. Section 226(a) of the California Labor Code provides, in relevant part:

13 Every employer shall...furnish each of his or her employees...an accurate
14 itemized statement in writing showing (1) gross wages earned, (2) total hours
15 worked by the employee, except for any employee whose compensation is
16 solely based on a salary and who is exempt from payment of overtime under
17 subdivision (a) of Section 515 or any applicable order of the Industrial
18 Welfare Commission, (3) the number of piece-rate units earned and any
19 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
20 deductions, provided that all -deductions made on written orders of the
employee may be aggregated and shown as one item, (5) net wages earned,
(6) the inclusive dates of the period for which the employee is paid, (7) the
name of the employee and only the last four digits of his or her social security
number or an employee identification number other than a social security
number, (8) the name and address of the legal entity that is the employer and
(9) all applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the employee...

21 52. As set forth above, during the Class Period Defendant failed to issue wage
22 statements to its maintenance workers or maintenance technicians in California, including Plaintiff,
23 that complied with Labor Code Section 226(a). Specifically, the wage statements failed to include
24 the start date of the pay period as well as the name and address of the employing entity in violation
25 of Labor Code section 226(a)(6) and (8) Defendant's "wage statements" were inadequate.
26 Additionally, Defendant's "wage statements" also did not include total hours worked and all
27 applicable hourly rates in effect (including appropriate overtime rates for hours worked over 40 per
28 week) during the pay period and the corresponding number of hours worked at each hourly rate in

1 violation of Labor Code Sections 226(a).

2 53. Defendant's violation of Labor Code § 226 was knowing and intentional. *See*
3 *Garnett v. ADT LLC* 139 F. Supp. 3d 1121, 1131 (E.D. Cal. Oct. 6, 2015) (finding that the
4 defendant knowingly and intentionally violated Labor Code § 226 because the "[d]efendant knew
5 that it was not providing total hours worked to plaintiff or other employees paid on commission"
6 even though it believed that employees paid solely on commission or commission and salary "are
7 exempt and therefore we do not record hours on a wage statement").

8 54. As a result of Defendant's issuance of inaccurate and incomplete itemized wage
9 statements to Plaintiff and members of the wage statement and penalty subclass (i.e., those
10 members of the class who were employed by Defendant during the actionable period for this cause
11 of action) in violation of section 226(a) of the California Labor Code, Plaintiff and the Class are
12 each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an
13 amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per every member of the
14 Class from Defendant pursuant to section 226(e) of the Labor Code, costs and reasonable
15 attorneys' fees.

16 **FOURTH CAUSE OF ACTION**
17 **WAITING TIME PENALTIES FOR**
18 **FAILURE TO PAY WAGES DUE ON TERMINATION**
19 **[Cal. Labor Code §§ 201-203]**
20 **On Behalf of Plaintiff and the Waiting Time Penalty Subclass**

21 55. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
22 in the preceding paragraphs.

23 56. The actionable period for this cause of action is three years prior to the filing of the
24 Complaint through the present, and on-going until the violations are corrected or the subclass is
25 certified.

26 57. Sections 201 and 202 of the California Labor Code require Defendant to pay all
27 compensation due and owing to former maintenance workers and electrical contractors in the Class
28 during the actionable period for this cause of action, at or around the time that their employment is
terminated.

1 58. Section 203 of the California Labor Code provides that if an employer willfully
2 fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and
3 202, then the employer is liable for penalties in the form of continued compensation up to thirty
4 (30) workdays.

5 59. Defendant willfully failed to pay the members of the waiting time penalty Class
6 (i.e., those members of the Class whose employment with Defendant ended the actionable period
7 for this cause of action) who are no longer employed by Defendant all minimum wages owed prior
8 to or upon termination or separation from employment with Defendant as required by California
9 Labor Code §§ 201 and 202, as well as overtime wages and meal and rest break premiums.

10 60. As a result, Defendant is liable to the members of the waiting time penalty subclass
11 who are no longer employed by Defendant for waiting time penalties amounting to thirty (30) days
12 wages for Plaintiff and each such subclass member pursuant to California Labor Code § 203. See,
13 e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an
14 employee to recover waiting time penalties).

15 **FIFTH CAUSE OF ACTION**
16 **FAILURE TO PAY WAGES ON A TIMELY BASIS**
17 **[Cal. Labor Code §§ 204, 210]**
 On behalf of Plaintiff and the Wage Statement and Penalty Subclass

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

20 62. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in
21 any employment are due and payable twice during each calendar month, on days designated in
22 advance by the employer as the regular paydays.” Pursuant to Labor Code § 204(d), these
23 requirements are “deemed satisfied by the payment of wages for weekly, biweekly or semimonthly
24 payroll if the wages are paid not more than seven calendar days following the close of the payroll
25 period.

26 63. Due to Defendant’s failure to pay Plaintiff and the other Class Members for
27 minimum wages and overtime wages, Defendant violated Labor Code § 204 by failing to pay all
28 wages due within seven (7) days of the close of the payroll period on a regular and consistent

1 basis. *See Parson v. Golden State FC, LLC*, 2016 U.S. Dist. LEXIS 58299, 2016 WL 1734010, at
2 *3-5 (N.D. Cal. May 2, 2016) (finding after *Ling* that a failure to pay rest period premiums can
3 support claims under Labor Code §§ 203 and 204).

4 64. Labor Code § 210 provides that “in addition to, an entirely independent and apart
5 from, any other penalty provided in this article, every person who fails to pay the wages of each
6 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
8 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
9 failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the
10 faulty compensation policies and practices described in detail above, Plaintiff and the Class are
11 entitled to recover penalties under Labor Code § 210.

12 **SIXTH CAUSE OF ACTION**
13 **UNFAIR COMPETITION LAW VIOLATIONS**
14 **(BUS. & PROF. CODE § 17200, ET SEQ.)**
15 **On Behalf of Plaintiff and the Class**

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

18 66. 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 67. 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 four years prior to the filing of this Complaint through the present, and on-
26 going until the violations are corrected or the Class is certified.

27 68. Section 90.5(a) of the Labor Code states that it is the public policy of California to
28 enforce vigorously minimum labor standards in order to ensure employees are not required to work
under substandard and unlawful conditions, and to protect employers who comply with the law

1 from those who attempt to gain competitive advantage at the expense of their workers by failing to
2 comply with minimum labor standards.

3 69. As a direct and proximate result of Defendant's unlawful business practices,
4 Plaintiff and the Class Members have suffered economic injuries. Defendant has profited from its
5 unlawful, unfair, and/or fraudulent acts and practices.

6 70. Plaintiff and similarly situated Class Members are entitled to monetary relief
7 pursuant to Business & Professions Code §§ 17203 and 17208 for all unpaid wages and unpaid
8 overtime, from at least four years prior to the filing of this complaint through to the date of such
9 restitution, at rates specified by law. Defendant should be required to disgorge all the profits and
10 gains it has reaped and restore such profits and gains to Plaintiff and Class Members, from whom
11 they were unlawfully taken.

12 71. Through its actions alleged herein, Defendant has engaged in unfair competition
13 within the meaning of section 17200 of the California Business & Professions Code, because
14 Defendant's conduct, as herein alleged has damaged Plaintiff and the Class Members by
15 wrongfully denying them minimum wages and wrongfully denying them overtime, and therefore
16 was substantially injurious to Plaintiff and the Class Members.

17 72. Defendant engaged in unfair competition in violation of sections 17200 et seq. of
18 the California Business & Professions Code by violating Section 1194 of the California Labor
19 Code.

20 73. Defendant's course of conduct, act and practice in violation of the California laws
21 mentioned above constitute independent violations of sections 17200 et seq. of the California
22 Business and Professions Code.

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

25 75. Plaintiff has assumed the responsibility of enforcement of the laws and public
26 policies specified herein by suing on behalf of themselves and other similarly situated Class
27 Members previously or presently employed by Defendants in California. Plaintiff's success in this
28 action will enforce important rights affecting the public interest. Plaintiff will incur a financial

1 burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys'
2 fees to Plaintiff is appropriate pursuant to Code of Civil Procedure §1021.5, and Labor Code §
3 1194.

4 **SEVENTH CAUSE OF ACTION**
5 **LABOR CODE PRIVATE ATTORNEY GENERAL ACT**
6 **PAGA PENALTIES FOR LABOR CODE VIOLATIONS**
7 **(Labor Code §§ 2698-2699.5)**
8 **On Behalf of Plaintiff, the LWDA, and the PAGA Aggrieved Employees**

9 76. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
10 in the preceding paragraphs.

11 77. Plaintiff and those members of the class who were employed by Defendant within
12 the last year, preceding Plaintiff's January 19, 2021 PAGA letter, to the present are, "aggrieved
13 employees" under PAGA as they were employed by Defendant during the applicable statutory
14 period and suffered the Labor Code violations alleged herein; specifically, violations of §§ 1194,
15 1194.2, 226, 510, 201-203, 204, and 210 of the Labor Code. Plaintiff was employed by Defendant
16 during the one year preceding the submission of a PAGA letter to the LDWA on or around January
17 19, 2021. As such, they seek to recover, on behalf of themselves and all other current and former
18 aggrieved employees of Defendant, the civil penalties provided by PAGA.

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

22 \$100 for the initial violation per employee per pay period; and

23 \$200 for each subsequent violation per employee per pay period.

24 These penalties will be allocated 75% to the Labor Workforce Development Agency and 25% to
25 the affected employees.

26 79. The aggrieved employees are all non-union individuals who hold or held the title of
27 maintenance worker or maintenance technician, or in any other similar capacity, and who worked
28 for Defendant in California during the PAGA Period. These employees were subject to the
aforementioned Labor Code violations, during the period of time from one year prior to the

1 submission of Plaintiff letter to the LDWA on January 19, 2021 through the present and on-going.

2 80. In addition, as set forth above, Defendant failed to provide Plaintiff and all
3 aggrieved employees with accurate itemized wage statements in compliance with Labor Code §
4 226(a). Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section
5 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
6 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
7 each violation in a subsequent citation, for which the employer fails to provide the employee a
8 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.”

9 81. Further, Plaintiff, as an Aggrieved Employee, need not demonstrate or prove that
10 Defendant’s conduct in refusing to provide accurate and itemized wage statements was knowing,
11 intentional, or willful. *Lopez v. Friant & Assocs., LLC*, cited above; *see also Willner v. Manpower*
12 *Inc.* 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a PAGA claim, “all
13 [plaintiff] needs to establish is a violation of section 226(a), which she has done, as discussed
14 above.”); *McKenzie v. Fed. Exp. Corp.* 765 F.Supp.2d 1222, 1232 (C.D. Cal. 2011) (holding that
15 “for the purposes of recovering PAGA penalties, one need only prove a violation of Section
16 226(a), and need not establish a Section 226(e) injury.”); *Aguirre v. Genesis Logistics*, 2013 U.S.
17 Dist. LEXIS 189815, at *28 (C.D. Cal. July 3, 2013) (“Plaintiff do not need to establish a Cal. Lab.
18 Code § 226(e) injury to recover penalties under § 2699(f) of PAGA.”).

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

22 83. Pursuant to Labor Code § 2699.3 (a), on January 19, 2021, Plaintiff gave written
23 notice by certified mail to Defendant, and to the Labor and Workforce Development Agency
24 (“LWDA”) of his claims, including the facts and theories supporting all claims outlined in this
25 Complaint. Plaintiff also paid the required \$75 fee. Accordingly, Plaintiff has fulfilled all
26 administrative prerequisites to the pursuit of his PAGA claim on behalf of himself and all other
27 current and former aggrieved employees of Defendant as of January 21, 2021.

28 ///

1 **JURY DEMAND**

2 84. Plaintiff hereby demands trial by jury of his and the Class's claims against
3 Defendant, except for the PAGA and UCL claims, which shall be tried by the Court.

4 **PRAYER FOR RELIEF**

5 Wherefore, Plaintiff, on behalf of himself and the members of the Class, the LWDA, and
6 the Aggrieved Employees, pray for judgment against Defendant as follows:

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

8 2. On the First Cause of Action:

9 a. A declaratory judgment that Defendant violated sections 1194 and 1194.2 of
10 the California Labor Code by failing to pay Plaintiff and other members of the Class all minimum
11 wages owed during the class period;

12 b. An award to Plaintiff and other members of the Class in the amount of their
13 unpaid wages owed to them, plus interest and/or liquidated damages during the class period;

14 c. An award to Plaintiff and the Class Members of their attorneys' fees and
15 costs of suit to the extent permitted by law, including, but not limited to, section 1194 of the
16 California Labor Code and section 1021.5 of the California Code of Civil Procedure;

17 3. On the Second Cause of Action:

18 a. A Declaratory judgment that Defendant has violated California Labor Code
19 § 510;

20 b. An award to Plaintiff and the other members of the Class in the amount of
21 their unpaid overtime compensation for worked performed, plus interest and/or liquidated damages
22 during the Class Period;

23 4. On the Third Cause of Action:

24 a. A declaratory judgment that Defendant violated California Labor Code §226
25 by issuing inaccurate and/or incomplete wage statements that failed to include the pay period start
26 date, the name of the employer, the address of the employer, total hours worked and all applicable
27 hourly rates in effect during the pay period and the corresponding number of hours worked at each
28 hourly rate to Plaintiff and the wage statement and penalty subclass members;

1 b. An award to Plaintiff and Class Members of \$50 for each initial pay period
2 in which a violation of Section 226 occurred and \$100 for each subsequent pay period in which a
3 violation of Section 226 occurred, not to exceed \$4,000 for each member of the Class, as well as
4 an award of costs and reasonable attorney's fees, pursuant to Labor Code § 226(e).

5 5. On the Fourth Cause of Action:

6 a. A declaratory judgment that Defendant violated California Labor Code
7 §§201 through 203;

8 b. Pursuant to Cal. Labor Code §§ 201 through 203, an award to Plaintiff and
9 the waiting time penalty subclass members for waiting time penalties in the amount of 30 days'
10 wages per waiting time penalty subclass Class Member.

11 6. On the Fifth Cause of Action:

12 a. A declaratory judgment that Defendant violated California Labor Code §§
13 204 and 210;

14 b. Pursuant to Labor Code §§ 204 and 210, an award to Plaintiff and the Class
15 for penalties pursuant to Labor Code § 210.

16 7. On the Sixth Cause of Action:

17 a. That the Court find and declare that Defendants have violated the UCL and
18 committed unfair and unlawful business practices by failing to pay Plaintiff and Class Members all
19 minimum wages owed and by failing to pay overtime;

20 b. Restitution, including, but not limited to, the relief permitted by sections
21 1194 of the California Labor Code (i.e., unpaid minimum wages owed to Plaintiff and the
22 members of the Class during the Class Period);

23 8. On the Seventh Cause of Action:

24 a. A civil penalty against Defendant in the amount of \$100 for the initial
25 violation and \$200 for each subsequent violation as specified in section 2699(f)(2) of the
26 California Labor Code for Plaintiff and for member of the Wage Statement and PAGA Aggrieved
27 Employees, plus the Section 226.3 penalties, during all of the pay periods in the one year
28 preceding the submission of Plaintiff's LWDA letter through the present and on-going until the

1 violations are corrected or this subclass is certified;

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

5 c. An award of all costs incurred by the undersigned counsel for Plaintiff in
6 connection with Plaintiff's and the Aggrieved Employees' PAGA claim against Defendant, as
7 provided for in Labor Code § 2699(g)(1);

8 9. All other relief as this Court deems proper.

9
10 Dated: April 9, 2021

Respectfully,

11 ACKERMANN & TILAJEF, P.C.
12 EMPLOYMENT RIGHTS LAW GROUP, APC

13
14 By: _____

Craig Ackermann, Esq.

Amir Seyedfarshi, Esq.

*Counsel for Plaintiff, the Class, and the
Aggrieved Employees*

EXHIBIT A

6585 JOHN E. SURBY
18880 CATALINA
APPLE VALLEY, CA 92308

Check Number: 1234619402
Check Date: 5/29/20
Period Ending: 5/24/20
Pay Frequency: Weekly

Fed Filing Status/ Deducts: M

3

EARNINGS

THIS PAY PERIOD				YEAR-TO-DATE
DESCRIPTION	RATE	HRS/UNITS	AMOUNT	AMOUNT
ST	46.43828	44.00	2,043.31	36,965.22
VACATION			0.00	2,972.08
HOLIDAY			0.00	743.02
BEREAVEMENT			0.00	371.51
PER DIEM NT			600.00	3,600.00
Leave Codes	Period Usage		YTD Usage	Balance
SICK			0.00	40.00
VACATION (3WKS)			40.00	56.34

DEDUCTIONS

THIS PAY PERIOD		YEAR-TO-DATE
DESCRIPTION	AMOUNT	AMOUNT
FIT	165.39	2,268.71
FICA	118.95	2,374.98
MEDI	27.82	555.34
ST W/H CA	58.08	602.28
CA - SDI	19.19	383.12
SLIFE EE	10.62	233.64
SLIFE SP	4.25	93.50
MED PREMIER	115.38	2,538.36
DEN	6.83	150.26
VIS	2.60	57.20
401K-TRowePrice	0.00	7,541.65
Benefits	Period Amount	YTD Amount
ER MED LIAB	162.30	3,570.60
401K/Roth-TRP-Match	0.00	1,040.22

THIS PAY PERIOD

PERIOD ENDING	EARNINGS	DEDUCTIONS	NET PAY
5/24/20	2,643.31	529.11	2,114.20

YEAR TO DATE

EARNINGS	DEDUCTIONS	NET PAY
44,651.83	16,799.04	27,852.79

DO NOT CASH IF THIS DOCUMENT DOES NOT HAVE A LARGE IMAGE OF THE PSC LOGO OVER A REPEATING PATTERN OF THE SAME LOGO



ARB, INC.

26000 COMMERCE CENTRE DR.
LAKE FOREST, CA 92630

BANK OF AMERICA
600 ANTON BLVD., SUITE 150
COSTA MESA, CA 92626

16-66
1220

CHECK NUMBER

1234619402

DATE May 29, 2020

AMOUNT

\$2,114.20

TWO THOUSAND**ONE HUNDRED FOURTEEN DOLLARS AND 20 / 100 CENTS**

PAY TO THE ORDER OF JOHN E. SURBY
18880 CATALINA
APPLE VALLEY, CA 92308

Non-Negotiable

THIS CHECK VOID AFTER 60 DAYS

THIS DOCUMENT CONTAINS MICROPRINTING AND ADDITIONAL SECURITY FEATURES. DETAILS ON BACK.

⑈001234619402⑈ ⑆1210003581325000486723⑈

6585 JOHN E. SURBY
18880 CATALINA
APPLE VALLEY, CA 92308

Check Number: 1234619947
Check Date: 6/12/20
Period Ending: 6/07/20
Pay Frequency: Weekly

Fed Filing Status/ Deducts: M

3

EARNINGS

THIS PAY PERIOD			YEAR-TO-DATE	
DESCRIPTION	RATE	HRS/UNITS	AMOUNT	AMOUNT
ST	46.43828	44.00	2,043.31	40,680.33
VACATION			0.00	2,972.08
HOLIDAY			0.00	1,114.53
BEREAVEMENT			0.00	371.51
PER DIEM NT			600.00	4,680.00
Leave Codes	Period Usage		YTD Usage	Balance
SICK			0.00	40.00
VACATION (3WKS)			40.00	60.96

DEDUCTIONS

THIS PAY PERIOD		YEAR-TO-DATE
DESCRIPTION	AMOUNT	AMOUNT
FIT	165.39	2,599.49
FICA	118.95	2,612.88
MEDI	27.82	610.98
ST WH CA	58.08	718.44
CA - SDI	19.19	421.50
SLIFE EE	10.62	254.88
SLIFE SP	4.25	102.00
MED PREMIER	115.38	2,769.12
DEN	6.83	163.92
VIS	2.60	62.40
401K-TRowePrice	0.00	7,541.65
Benefits	Period Amount	YTD Amount
ER MED LIAB	162.30	3,895.20
401K/Roth-TRP-Match	0.00	1,040.22

THIS PAY PERIOD

PERIOD ENDING	EARNINGS	DEDUCTIONS	NET PAY
6/07/20	2,643.31	529.11	2,114.20

YEAR TO DATE

EARNINGS	DEDUCTIONS	NET PAY
49,818.45	17,857.26	31,961.19

DO NOT CASH IF THIS DOCUMENT DOES NOT HAVE A LARGE IMAGE OF THE PSC LOGO OVER A REPEATING PATTERN OF THE SAME LOGO



ARB, INC.

26000 COMMERCE CENTRE DR.
LAKE FOREST, CA 92630

BANK OF AMERICA
600 ANTON BLVD., SUITE 160
COSTA MESA, CA 92626

16-66
1220

CHECK NUMBER

1234619947

DATE June 12, 2020

AMOUNT

\$2,114.20

TWO THOUSAND**ONE HUNDRED FOURTEEN DOLLARS AND 20 / 100 CENTS**

PAY TO THE ORDER OF JOHN E. SURBY
18880 CATALINA
APPLE VALLEY, CA 92308

Non-Negotiable

THIS CHECK VOID AFTER 60 DAYS

THIS DOCUMENT CONTAINS MICROPRINTING AND ADDITIONAL SECURITY FEATURES. DETAILS ON BACK

⑈001234619947⑈ ⑆121000358⑆325000486723⑈

6585 JOHN E. SURBY
18880 CATALINA
APPLE VALLEY, CA 92308

Check Number: 1234620195
Check Date: 6/19/20
Period Ending: 6/14/20
Pay Frequency: Weekly

Fed Filing Status/ Deducts: M 3

EARNINGS				
THIS PAY PERIOD				YEAR-TO-DATE
DESCRIPTION	RATE	HRS/UNITS	AMOUNT	AMOUNT
ST	46.43828	45.00	2,089.75	42,770.08
VACATION			0.00	2,972.08
HOLIDAY			0.00	1,114.53
BEREAVEMENT			0.00	371.51
PER DIEM NT			600.00	5,280.00
Leave Codes	Period Usage		YTD Usage	Balance
SICK			0.00	40.00
VACATION (3WKS)			40.00	63.27

DEDUCTIONS		
THIS PAY PERIOD		YEAR-TO-DATE
DESCRIPTION	AMOUNT	AMOUNT
FIT	170.97	2,770.46
FICA	121.83	2,734.71
MEDI	28.49	639.47
ST W/H CA	61.82	780.26
CA - SDI	19.65	441.15
SLIFE EE	10.62	265.50
SLIFE SP	4.25	106.25
MED PREMIER	115.38	2,884.50
DEN	6.83	170.75
VIS	2.60	65.00
401K-TRowePrice	0.00	7,541.65
Benefits	Period Amount	YTD Amount
ER MED LIAB	162.30	4,057.50
401K/Roth-TRP-Match	0.00	1,040.22

THIS PAY PERIOD			
PERIOD ENDING	EARNINGS	DEDUCTIONS	NET PAY
6/14/20	2,689.75	542.44	2,147.31

YEAR TO DATE		
EARNINGS	DEDUCTIONS	NET PAY
52,508.20	18,399.70	34,108.50

DO NOT CASH IF THIS DOCUMENT DOES NOT HAVE A LARGE IMAGE OF THE P-C LOGO OVER A REPEATING PATTERN OF THE SAME LOGO

P-C **ARB, INC.** **BANK OF AMERICA** **CHECK NUMBER** **1234620195**
26000 COMMERCE CENTRE DR. 600 ANTON BLVD., SUITE 150 16-66
LAKE FOREST, CA 92630 COSTA MESA, CA 92626 1220

DATE June 19, 2020

AMOUNT
\$2,147.31

TWO THOUSAND**ONE HUNDRED FORTY-SEVEN DOLLARS AND 31 / 100 CENTS**

PAY TO THE ORDER OF JOHN E. SURBY
18880 CATALINA
APPLE VALLEY, CA 92308

Non-Negotiable

THIS CHECK VOID AFTER 60 DAYS

THIS DOCUMENT CONTAINS MICROPRINTING AND ADDITIONAL SECURITY FEATURES. DETAILS ON BACK

001234620195 121000358325000486723

6585 JOHN E. SURBY
18880 CATALINA
APPLE VALLEY, CA 92308

Check Number: 1234620498
Check Date: 6/26/20
Period Ending: 6/21/20
Pay Frequency: Weekly

Fed Filing Status/ Deducts: M 3

EARNINGS

THIS PAY PERIOD				YEAR-TO-DATE
DESCRIPTION	RATE	HRS/UNITS	AMOUNT	AMOUNT
ST	46.43828	44.00	2,043.31	44,813.39
VACATION			0.00	2,972.08
HOLIDAY			0.00	1,114.53
BEREAVEMENT			0.00	371.51
PER DIEM NT			600.00	5,880.00
Leave Codes	Period Usage		YTD Usage	Balance
SICK			0.00	40.00
VACATION (3WKS)			40.00	65.58

DEDUCTIONS

THIS PAY PERIOD		YEAR-TO-DATE
DESCRIPTION	AMOUNT	AMOUNT
FIT	165.39	2,935.85
FICA	118.95	2,853.66
MEDI	27.82	667.29
ST W/H CA	58.08	838.34
CA - SDI	19.19	460.34
SLIFE EE	10.62	276.12
SLIFE SP	4.25	110.50
MED PREMIER	115.38	2,999.88
DEN	6.83	177.58
VIS	2.60	67.60
401K-TRowePrice	0.00	7,541.65
Benefits	Period Amount	YTD Amount
ER MED LIAB	162.30	4,219.80
401K/Roth-TRP-Match	0.00	1,040.22

THIS PAY PERIOD

PERIOD ENDING	EARNINGS	DEDUCTIONS	NET PAY
6/21/20	2,643.31	529.11	2,114.20

YEAR TO DATE

EARNINGS	DEDUCTIONS	NET PAY
55,151.51	18,928.81	36,222.70

DO NOT CASH IF THIS DOCUMENT DOES NOT HAVE A LARGE IMAGE OF THE PSC LOGO OVER A REPEATING PATTERN OF THE SAME LOGO



ARB, INC.

26000 COMMERCE CENTRE DR.
LAKE FOREST, CA 92630

BANK OF AMERICA
600 ANTON BLVD., SUITE 150
COSTA MESA, CA 92626

16-66
1220

CHECK NUMBER

1234620498

DATE June 26, 2020

AMOUNT

\$2,114.20

TWO THOUSAND**ONE HUNDRED FOURTEEN DOLLARS AND 20 / 100 CENTS**

PAY TO THE ORDER OF JOHN E. SURBY
18880 CATALINA
APPLE VALLEY, CA 92308

Non-Negotiable

THIS CHECK VOID AFTER 60 DAYS

THIS DOCUMENT CONTAINS MICROPRINTING AND ADDITIONAL SECURITY FEATURES. DETAILS ON BACK.

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