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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

LAUREN LEBARRE,

Plaintiff,

v.

ROWTOWN, INC., a corporation; OBSIDIAN
HR, INC., a corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: 21CV002021

FIRST AMENDED CLASS ACTION
COMPLAINT

1. FAILURE TO PROPERLY
CALCULATE AND PAY OVERTIME
2. FAILURE TO PROPERLY
CALCULATE AND PAY SICK LEAVE
3. FAILURE TO PROVIDE REST
PERIODS OR PAY PREMIUMS AT
CORRECT RATE
4. FAILURE TO PROVIDE MEAL
PERIODS OR PAY PREMIUMS AT
CORRECT RATE
5. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS
6. FAILURE TO PAY WAGES DUE UPON
CESSATION OF EMPLOYMENT
7. UNFAIR BUSINESS PRACTICES
8. UNFAIR BUSINESS PRACTICES (TIPS)
9. PRIVATE ATTORNEYS GENERAL
ACT

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1 Plaintiff Lauren LeBarre brings this class action against Rowtown, Inc., Obsidian HR, Inc., and
2 Does 1-100 for violations of the Labor Code.

3 **PARTIES**

4 1. Plaintiff Lauren LeBarre ("Plaintiff" or "LeBarre") is and at all times relevant herein
5 was employed in Monterey County, California, and was an "employee" as defined by the Labor Code.

6 2. Defendant Rowtown, Inc. is a California corporation, incorporated under the laws of
7 said state. At all times relevant herein, Rowtown, Inc. has been an "employer" as defined by the Labor
8 Code.

9 3. Obsidian HR, Inc. is a Colorado corporation, incorporated under the laws of said state.
10 At all times relevant herein, Obsidian HR, Inc. has been an "employer" as defined by the Labor Code.

11 4. Rowtown, Inc., Obsidian HR, Inc., and Does 1-100 are collectively referred to as
12 Defendants.

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

21 6. LeBarre are informed and believe and thereupon allege that at all times mentioned
22 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
23 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
24 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting
25 within the course and scope of such agency, service, employment partnership, joint venture and/or
26 concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and
27 within the course and scope of such agency and/or employment, with the knowledge and/or consent of
28 the remaining Defendants.

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GENERAL ALLEGATIONS

9. At some point in time (but believed to be no later than November 16, 2020), Obsidian HR, Inc. became LeBarre's joint employer. This is evidenced by, *inter alia*, the fact that Obsidian HR, Inc. was the employer shown on LeBarre's wage statements, and that Obsidian HR, Inc. was paying LeBarre her wages in connection with her work performed at The Fish Hopper restaurant. **(Exhibit 1.)**

11. In addition to regular dining, Employers provide banquet services—and they charge the customers a mandatory service charge in connection with such banquets. (**Exhibit 2.**) These were explicitly referenced as service charges in LeBarre’s wage statements, and placed in a different category than tips—indicating that these service charges were not gratuities, but nondiscretionary bonuses or “other items of compensation.” (See Lab. Code, § 200; see also DLSE Enforcement Manual, § 49.1.2.3; *O’Grady v. Merchant Exchange Productions, Inc.* (2019) 51 Cal.App.5th 771.)

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1 Defendants merely multiplied LeBarre's base hourly rate by 1.5, resulting in an underpayment of
2 wages. Accordingly, Employers violated Labor Code section 510.

3 13. Alternatively, and assuming that the service charges were gratuities, then
4 Defendants were forbidden from retaining any portion of those charges. (See Lab. Code, § 351.)
5 LeBarre is informed and believes and thereon alleges that Defendants indeed retained a portion of
6 those service charges. Accordingly, and if the service charges were gratuities, then Defendants
7 violated Labor Code section 351.

8 14. If the aforementioned service charges were not gratuities but constituted
9 nondiscretionary bonuses or other items of compensation,¹ and as such was not incorporated into
10 the employees' regular rate of pay for overtime purposes, then, as evidenced in LeBarre's wage
11 statement (Exhibit 2), the wage statements furnished by Defendants to their nonexempt California
12 employees violate California Labor Code section 226(a) insofar as they fail to accurately show:

- 13 1. The gross wages earned, in violation of Labor Code section 226(a)(1);
- 14 2. The net wages earned, in violation of section 226(a)(5); and
- 15 3. All applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate, in violation of Labor Code section
17 226(a)(9).

18 15. Defendants were, at all times relevant herein, aware of the requirements of California
19 Labor Code section 226.

20 16. Defendants have, at all times relevant herein, furnished wage statements to each of its
21 California employees pursuant to an established set of policies, procedures and practices.

22 17. LeBarre and Defendants' other California employees, both current and former, have
23 suffered injury as a result of Defendants' knowing and intentional failure to comply with California
24 Labor Code section 226(a).

25 18. LeBarre and Defendants' other nonexempt California employees, both current and
26 former, were unable to promptly and easily determine their gross wages earned, net wages earned, and
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28 ¹ Even if the service charges were gratuities, the wage statements issued to LeBarre still violated these statutory provisions because, as explained herein, LeBarre was frequently required to work through unpaid meal periods and was not paid premium wages for each rest and meal period that was not authorized and permitted by Employers.

1 all applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked from the wage statements furnished by Defendants.

3 19. LeBarre and Defendants' other nonexempt California employees, both current and
4 former, have suffered injury as a result of Defendants' knowing and intentional failure to furnish wage
5 statements accurately showing all information required by Labor Code section 226(a).

6 20. LeBarre and Defendants' other California employees were also frequently denied
7 rest and meal periods to which they were entitled. Due to high work demands, understaffing, and a
8 general failure on Defendants' part to authorize and permit rest and meal periods, LeBarre found
9 herself frequently compelled to work through such periods. Even on occasions where she did
10 punch out for a meal period, she soon found herself required to quickly resume work duties before
11 enjoying a full thirty-minute, uninterrupted meal period. LeBarre was not paid an hour of premium
12 pay for every rest and meal period that Defendants failed to authorize and permit. Furthermore, and
13 to the extent that LeBarre and other employees were paid premiums for missed rest or meal breaks,
14 Defendants did not pay those premiums at the employees' "regular rate of compensation",
15 accounting for the value of earned nondiscretionary bonuses and other items of compensation. (See
16 *Ferra v. Loews Hollywood Hotel, LLC* (July 15, 2021, S259172) __Cal.5th__.) Rather, Defendants
17 paid rest and meal premiums only at the employee's base hourly rate. Accordingly, Defendants
18 violated Labor Code sections 226.7 and 512.

19 21. Furthermore, Defendants failed to pay sick time at their employees' regular rate of
20 pay as required by law. When LeBarre and other nonexempt employees took paid sick leave,
21 Defendants paid this sick leave at that employee's base rate of pay, without accounting for the
22 value of earned nondiscretionary bonuses and other items of compensation (e.g., service payments,
23 *supra*). (**Exhibit 3.**) Accordingly, Defendants violated Labor Code sections 233 and 246, *et al.*

24 22. Last, LeBarre and other California employees of Defendants were not paid all
25 wages due and owing upon separation of employment. LeBarre's employment with Defendants
26 ended on April 4, 2021. However, LeBarre did not receive her final check until April 9, 2021 or
27 later. That check did not account for the full value of underpaid overtime, unpaid rest and meal
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1 period premiums, and underpaid sick leave. Accordingly, Defendants violated Labor Code sections
2 201 and 202.

3 23. From at least four years prior to the filing of this action, Defendants has adopted and
4 employed unfair business practices. These unfair business practices include, but are not limited to,
5 failing to properly calculate and pay overtime wages due, failing to properly calculate and pay accrued
6 sick leave, failure to provide compliant rest and meal periods or pay premiums at the regular rate of
7 compensation, and unlawful retention of employees' tips or gratuities.

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

9 25. On April 23, 2021, LeBarre provided written notice to the Labor and Workforce
10 Development Agency ("LWDA"), Rowtown, Inc., and Obsidian HR, Inc. regarding the specific
11 provisions of the Labor Code alleged to have been violated, including the facts and theories to
12 support those alleged violations. (**Exhibit 4.**)

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

18 **CLASS ACTION ALLEGATIONS**

19 27. LeBarre seek to maintain this action as a class action as to the First through Eighth
20 Causes of Action. LeBarre bring this action, on behalf of herself and all others similarly situated, as a
21 class action pursuant to Code of Civil Procedure 382. The classes which LeBarre seeks to represent
22 consist of the following:

- 23
- 24 a. All current and former California employees of Defendants who worked at
25 any time from four years prior to the filing of this complaint through the entry
26 of final judgment in this action, and who were paid tips or gratuities (the "351
27 Class");
 - 28 b. All current and former nonexempt California employees of Defendants who
worked some amount of overtime at any time from four years prior to the
filing of this complaint through the entry of final judgment in this action, and
who were also paid commissions, nondiscretionary bonuses or other items of

1 compensation, including but not limited to portions of service charges, in
2 addition to their base hourly pay (the "Regular Rate Class");

- 3 c. All current and former nonexempt California employees of Defendants who
4 received commissions, nondiscretionary bonuses or other items of
5 compensation, including but not limited to portions of service charges, and
6 received sick pay during one or more pay periods at any time from four years
7 prior to the filing of this complaint through the entry of final judgment in this
8 action (the "Sick Pay Class");
- 9 d. All current and former nonexempt California employees of Defendants who
10 worked at least one workday of four hours or more at any time from four
11 years prior to the filing of this complaint through the entry of final judgment
12 in this action (the "Rest and Meal Break Class");
- 13 e. All members of the Regular Rate Class, the Rest and Meal Break Class, and
14 the Sick Pay Class who received one or more wage statements at any time
15 from one year prior to the filing of this complaint through the entry of final
16 judgment in this action (the "Wage Statement Class"); and
- 17 f. All members of the Regular Rate Class and Rest and Meal Break Class whose
18 employment with Defendants ended at any point from three years prior to the
19 filing of this complaint through the entry of final judgment in this action (the
20 "Waiting Time Penalty Class").

21 The Regular Rate Class, the Sick Pay Class, the Rest and Meal Break Class, the 351 Class, the Wage
22 Statement Class, and the Waiting Time Penalty Class are collectively referred to as "the Class."

23 28. The Class is so numerous that joinder of all members is impracticable, and the
24 disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is
25 informed and believes, and based thereon alleges, that Defendants employ more than 100 employees
26 who satisfy the class definition. Although the exact number and identity of class members is not
27 presently known, they can be identified in Defendants' records through coordinated discovery pursuant
28 to this class action.

29 29. This action may be maintained as a class because the questions of law and fact which are
30 common to class members clearly predominate over any questions affecting only individual members
31 and because a class action is superior to other available methods for adjudicating the controversy.

32 30. There are numerous common questions of law and fact arising out of Defendants'
33 conduct. This class action focuses on Defendants' systematic failure to: (a) properly pay employees for
34 overtime hours; (b) properly pay employees with paid sick leave, (c) provide employees with rest and
35 meal breaks or properly pay premiums at the appropriate regular rate of compensation; (d) pay all
36 wages due and owing at the end of employment; and (e) comply with Labor Code section 226(a).

1 31. Furthermore, common questions of fact and law predominate over any questions
2 affecting only individual members of the class. The predominating common or class-wide questions of
3 law and fact include the following:

- 4 a. Whether Defendants failed to properly calculate and pay their nonexempt
5 California employees' overtime pay;
- 6 b. Whether Defendants failed to properly calculate and pay their nonexempt
7 California employees with paid sick leave;
- 8 c. Whether Defendants failed to provide their nonexempt California employees
9 with meal and rest periods, or pay premiums at the appropriate regular rate of
10 compensation, accounting for the value of any earned nondiscretionary bonuses
11 and/or other items of compensation;
- 12 d. Whether Defendants impermissibly took their California employees' tips or
13 gratuities;
- 14 e. Whether Defendants failed to pay all wages due and owing at end of their
15 nonexempt California employees' employment;
- 16 f. Whether the wage statements Defendants furnished to their California employees
17 comply with Labor Code section 226;
- 18 g. Whether the alleged violations of the Labor Code constitute unfair business
19 practices;
- 20 h. Whether the Class is entitled to injunctive relief; and
- 21 i. Whether the Class is entitled to unpaid wages, statutory penalties, and/or
22 restitutionary relief, and the amount of the same.

23 32. LeBarre's claims are typical of the claims of the members of the Class as a whole, all of
24 whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the
25 alleged violations of Defendants. LeBarre's claims are typical of those of the Class because
26 Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

27 33. The defenses of Defendants, to the extent that such defenses apply, are applicable
28 generally to the whole Class and are not distinguishable as to the proposed class members.

1 34. LeBarre will fairly and adequately protect the interests of all members of the Class, and
2 has retained attorneys with extensive experience in litigation, including class and representative actions.
3 Plaintiff has no interests that conflict with those of the Class. LeBarre are able to fairly and adequately
4 protect the interests of all members of the class because it is in their best interest to prosecute the claims
5 alleged herein in order to obtain the full compensation due themselves and the other class members.

6 35. A class action is superior to any other method available for fairly and efficiently
7 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)
8 litigating the claims of individual class members would be unnecessarily costly and burdensome and
9 would deter individual claims, 3) litigating the claims of individual class members would create a risk
10 of inconsistent or varying adjudications that would establish incompatible standards of conduct for
11 Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to
12 bring individual claims, 5) class members would be discouraged from pursuing individual claims
13 because the damages available to them are relatively small, and 6) public policy encourages the use of
14 the class actions to enforce employment laws and protect individuals who, by virtue of their
15 subordinate position, are particularly vulnerable.

16 36. Judicial economy will be served by maintenance of this lawsuit as a class action. To
17 process numerous virtually identical individual cases will significantly increase the expense on the
18 Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this
19 matter. There are no obstacles to effective and efficient management of this lawsuit as a class action by
20 this Court and doing so will provide multiple benefits to the litigating parties including, but not limited
21 to, efficiency, economy, and uniform adjudication with consistent results.

22 37. Notice of a certified class action and any result or resolution of the litigation can be
23 provided to class members by mail, email, publication, or such other methods of notice as deemed
24 appropriate by the Court.

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FIRST CAUSE OF ACTION
FAILURE TO PROPERLY CALCULATE AND PAY OVERTIME
(Labor Code §§ 510 and 1198)
By the Regular Rate Class Against Defendants

38. Plaintiff hereby reallege and incorporate by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

39. Pursuant to California Labor Code section 510, any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

40. Pursuant to California Labor Code section 1198, the maximum hours of work and standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees and the employment of any employee for longer hours than those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

41. The "regular rate of pay" includes all remuneration for employment paid to the employee and includes, but is not limited to, hourly earnings, salary, piece work earnings, commissions, non-discretionary bonuses, and the value of meals and lodging. DLSE Enforcement Policies and Interpretations Manual Section 49.

42. During the relevant time period, Plaintiff and the other members of the Regular Rate Class regularly worked overtime.

43. During the relevant time period, Defendants intentionally and willfully failed to pay the proper overtime wages due to Plaintiff and the other members of the Regular Rate Class.

44. Wherefore, Plaintiff and the other members of the Regular Rate Class have been injured as set forth above and request relief as hereafter provided.

SECOND CAUSE OF ACTION
FAILURE TO PROPERLY CALCULATE AND PAY SICK PAY
(Labor Code, §§ 218, 233, 246 *et seq.*)
By the Sick Pay Class Against Defendants

45. Plaintiff hereby reallege and incorporate by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

46. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt employees at that employee's "regular rate of pay."

47. The "regular rate of pay" includes all remuneration for employment paid to the employee and includes, but is not limited to, hourly earnings, salary, piece work earnings, commissions, non-discretionary bonuses, and the value of meals and lodging. DLSE Enforcement Policies and Interpretations Manual Section 49.

48. During the relevant time period, Defendants failed to include commissions, non-discretionary bonuses and/or other items of compensation when determining the "regular rate of pay" for Plaintiff and their other non-exempt employees for purposes of sick time pay.

49. According to the California Supreme Court, sick pay is a form of wages. *Murphy v. Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.

50. Labor Code section 233 provides that "any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5."

51. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other members of the Sick Pay Class their sick pay at the rate of pay required by law. Accordingly, Plaintiff did not receive the full amount of paid sick time that they were entitled to receive by law, and were therefore denied the right to use sick leave within the meaning of Labor Code sections 233(a) and (c).

1 (B) Rest periods need not be authorized in limited circumstances when the disruption of
2 continuous operations would jeopardize the product or process of the work. However,
3 the employer shall make up the missed rest period within the same workday or
4 compensate the employee for the missed ten (10) minutes of rest time at his/her regular
rate of pay within the same pay period.

5 (C) A rest period need not be authorized for employees whose total daily work time is
6 less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as
hours worked for which there shall be no deduction from wages.

7 (D) If an employer fails to provide an employee a rest period in accordance with the
8 applicable provisions of this order, the employer shall pay the employee one (1) hour of
9 pay at the employee's regular rate of compensation for each workday that the rest period
is not provided."

10 58. The "regular rate of compensation", for purposes of rest and meal break premiums,
11 must account for not only hourly wages but also other nondiscretionary payments for work performed
12 by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (July 15, 2021, S259172), __Cal.5th__.)

13 59. During the relevant time period, Plaintiff and other members of the Rest and Meal
14 Break Class were not provided with rest breaks as required by law and did not receive an additional
15 hour of premium pay at their regular rate of compensation for each missed rest break.

16 60. Wherefore, Plaintiff and the other members of the Rest and Meal Break Class have
17 been injured and request relief as hereinafter provided.

18 **FOURTH CAUSE OF ACTION**
19 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS AT CORRECT RATE**
20 **(Lab. Code, §§ 226.7, 512)**
By the Rest and Meal Break Class Against Defendants

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

24 62. Labor Code section 226.7 requires employers to provide employees meal periods as
25 mandated by Order of the Industrial Welfare Commission. It states:

26 a. No employer shall require any employee to work during any meal or rest period
27 mandated by an applicable order of the Industrial Welfare Commission.
28

1 b. If an employer fails to provide an employee a meal period or rest period in
2 accordance with an applicable order of the Industrial Welfare Commission, the
3 employer shall pay the employee one additional hour of pay at the employee's
4 regular rate of compensation for each work day that the meal or rest period is
5 not provided.

6 63. The "regular rate of compensation", for purposes of rest and meal break premiums,
7 must account for not only hourly wages but also other nondiscretionary payments for work performed
8 by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (July 15, 2021, S259172), __Cal.5th__.)

9 64. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare
10 Commission provide that an employer may not employ a person for a work period of more than five
11 hours per day without providing that employee a meal period of not less than thirty minutes, except
12 that if the total work period per day is no more than six hours, the meal period may be waived by
13 mutual consent of both the employer and employee. An employer may not employ a person for a
14 work period of more than ten hours per day without providing an employee with a second meal period
15 of not less than thirty minutes, except that if the total work period per day of the employee is no more
16 than twelve hours, the meal period may be waived by mutual consent of both the employer and the
17 employee, and if the first meal period was not waived.

18 65. During the relevant time period, Plaintiff and other members of the Rest and Meal
19 Break Class were not provided with meal breaks as required by law and did not receive an additional
20 hour of premium pay at their regular rate of compensation for each missed meal period.

21 66. Wherefore, Plaintiff and the other members of the Rest and Meal Break Class have
22 been injured and request relief as hereinafter provided.

23 **FIFTH CAUSE OF ACTION**
24 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
25 **(Lab. Code, § 226(a))**
26 **By the Wage Statement Class Against Defendants**

27 67. Plaintiff hereby reallege and incorporate by reference each and every allegation set forth
28 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of
 this cause of action.

1 68. Pursuant to California Labor Code section 226(a) “every employer shall, semimonthly
2 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
3 part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are
4 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
5 earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any
6 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of his or her social security number or an employee identification
9 number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly
10 rates in effect during the pay period and corresponding number of hours worked at each hourly rate by
11 the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total
12 hours worked for each temporary services assignment.”

13 69. An employee suffering injury as a result of the knowing and intentional failure by an
14 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
15 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
16 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
17 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s
18 fees. Labor Code § 226(e)(1).

19 70. An employee is deemed to suffer injury if the employer fails to provide a wage
20 statement or if the employer fails to provide accurate and complete information as required by any one
21 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
22 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
23 during the pay period or any of the other information required to be provided pursuant to Labor Code
24 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
25 and address of the employer and iv) the name of the employee and the last four digits of his or her
26 social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-(iv).
27 “Promptly and easily determine” means a reasonable person would be able to readily ascertain the
28 information without reference to other documents or information. Labor Code § 226(e)(2)(C).

1 71. As set forth above, Defendants intentionally and willfully failed to furnish accurate
2 itemized wage statements which complied with Labor Code section 226.

3 72. Wherefore, Plaintiff and the other members of the Wage Statement Class have been
4 injured as set forth above and request relief as hereafter provided.

5 **SIXTH CAUSE OF ACTION**
6 **FAILURE TO PAY ALL WAGES DUE AND OWING UPON CESSATION OF**
7 **EMPLOYMENT**

8 **(Lab. Code, § 201, *et seq.*)**

9 **By the Waiting Time Penalty Class Against Defendants**

10 73. Plaintiff hereby reallege and incorporate by reference each and every allegation set forth
11 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of
12 this cause of action.

13 74. California Labor Code section 201 provides that if an employer discharges an employee,
14 the wages earned and unpaid at the time of discharge are due and payable immediately.

15 75. California Labor Code section 202 requires an employer to pay an employee all earned
16 wages within 72 hours of the employee quitting his or her employment, or immediately at the time of
17 quitting if the employee has given 72 hours previous notice of his or her intention to quit.

18 76. As set forth above, Plaintiff and the other members of the Waiting Time Penalty Class
19 were not timely paid all of their earned but unpaid wages when their employment with Defendants
20 ended.

21 77. Wherefore, Plaintiff and the other members of the Waiting Time Penalty Class have
22 been injured as set forth above and request relief as hereafter provided.

23 **SEVENTH CAUSE OF ACTION**
24 **UNFAIR BUSINESS PRACTICES**
25 **(Bus. & Prof. Code, § 17200, *et seq.*)**

26 **By the Regular Rate Class, the Rest and Meal Break Class, and the Sick Pay Class Against**
27 **Defendants**

28 108. Plaintiff hereby reallege and incorporate by reference each and every allegation set forth
above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of
this cause of action.

1 109. The statutory violations, as alleged above, are unfair business practices within the
2 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq*), and
3 include, but are not limited to, failing to properly pay overtime wages, failing to provide rest and meal
4 periods or pay premiums, and failing to properly pay sick leave.

5 110. Wherefore, Plaintiff and the other members of the Regular Rate Class, the Rest and
6 Meal Break Class, and the Sick Pay Class have been injured as set forth above and request relief as
7 hereafter provided.

8 **EIGHTH CAUSE OF ACTION**
9 **UNFAIR BUSINESS PRACTICES (TIPS)**
10 **(Bus. & Prof. Code, § 17200, *et seq.*)**
11 **By the 351 Class Against All Defendants**

12 108. Plaintiff hereby realleges and incorporates by reference each and every allegation
13 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 109. Labor Code section 356 sets forth the Legislature's declaration of intent that
16 preventing fraud upon the public regarding the practice of tipping is the purpose of Labor Code
17 sections 351-356.

18 110. Defendants' actions are unfair business practices within the meaning of the Unfair
19 Competition Law (Business and Professions Code sections 17200 *et seq*), and include, but are not
20 limited to, intentionally misrepresenting service charges to be gratuities and impermissibly taking
21 a portion thereof, thus promoting a fraud upon the public regarding the practice of tipping.

22 111. Wherefore, Plaintiff and the other members of the 351 Class have been injured as
23 set forth above and request relief as hereafter provided.

24 **NINTH CAUSE OF ACTION**
25 **PRIVATE ATTORNEYS GENERAL ACT**
26 **(Lab. Code, § 2698 *et seq.*)**
27 **Against Defendants**

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

116. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

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

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

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

120. Wherefore, Plaintiff and other employees (current and former) have been aggrieved as set forth above, and Plaintiff requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Eighth Causes of Action:

1. That this Court certify the Class;
2. That this Court appoint LeBarre as the representative of the Class;
3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;

4. That this Court award actual, compensatory, special, and general damages as well as restitutionary relief to LeBarre and the members of the Class, including but not limited to the remedies provided for under Labor Code section 233, subdivision (d);
5. That this Court award injunctive relief, including that available under Labor Code section 226(h) and Business and Professions Code Section 17203;
6. That this Court award penalties and liquidated damages including, but not limited to, those available under Labor Code §§ 203 and 226(e);
7. That this Court award statutory attorneys' fees and costs, including those available under Labor Code §§ 218.5, 226(e)(1), 233(e), 1194, and 2699(g), as well as Code of Civil Procedure § 1021.5;
8. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
9. That this Court award such other and further relief as the court deems just and proper.

As to the Ninth Cause of Action:

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

///

DATED: August 5, 2021

MAYALL HURLEY P.C.

By _____

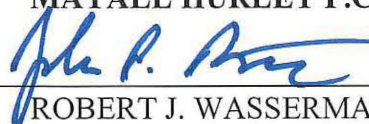
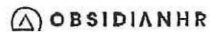

ROBERT J. WASSERMAN
JOHN P. BRISCOE
Attorneys for Plaintiff
LAUREN LEBARRE

Exhibit 1

Statement of Earnings For: Lauren G LeBarre						Obsidian HR, Inc.					
Employee #: 1751	Department: 500	Period Begin: 1/25/2021	Check Date: 2/12/2021			Suite 106					
Clock Number:	Benefit Group: EMP	Period End: 2/7/2021	Pay Type: Hourly			Denver, CO 80237					
Company Id: 990051	Federal Filing: Single	Exemptions: 13	Additional Tax:			720-456-3590					
	State Filing: Single or	Exemptions: 13									
Voucher Id	Check Amount	Gross Pay	Net Pay	Check Message							
V028386	\$0.00	\$220.08	\$168.04								
EARNINGS			*Not Included in Totals		TAXES		DEDUCTIONS				
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD
Regular	14.0000	13.17	184.38	13.17	184.38	SOC SEC EE	25.11	25.11	401K	16.20	16.20
Overtime	21.0000	1.70	35.70	1.70	35.70	MED EE	5.87	5.87			
Tips Reported		0.00	185.00	0.00	185.00	CALIFORNIA SDI	4.86	4.86			
*401k Match		0.00	16.20	0.00	16.20						
Total:						Total:	35.84	35.84	Total:	16.20	16.20
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY					
						Checking Deposit Amount: 168.04					



Obsidian HR, Inc.
Suite 106
Denver, CO 80237
720-456-3590

CHECK DATE	VOUCHER ID
2/12/2021	V028386
TOTAL NET PAY	
*****\$168.04	

990051 1751 500 EMP
Lauren G LeBarre

NOT NEGOTIABLE

Employee Pay Details

Obsidian HR, Inc.

Lauren G LeBarre

For Pay Period: 1/25/2021 - 2/7/2021

Pay Date: 2/12/2021

Earning	Rate	Hours	Dollars	Department	Job Override
Regular	14.0000	13.17	184.38	Front of House	XPO
Overtime	21.0000	1.70	35.70	Front of House	XPO
		14.87	220.08		

Non-Paid Earnings

Earning	Rate	Hours	Dollars	Department	Job Override
Tips Reported			185.00	Front of House	XPO
			185.00		

Employer Contributions and Other Memo Calculations

Earning	Rate	Hours	Dollars	Department	Job Override
401k Match			16.20	Front of House	XPO
			16.20		

Exhibit 2

ROWTOWN, INC.
700 CANNERY ROW
MONTEREY CA 93940

0400-9588-DIRDEP
500
1751

10/15/2018

Direct
Deposit

LAUREN LE BARRE

Total Net Direct Deposit(s)
\$179.29

VOID THIS IS NOT A CHECK.....

1ST CAPITAL BANK
MONTEREY BRANCH

****NON-NEGOTIABLE****

PERSONAL AND CHECK INFORMATION

LAUREN LE BARRE

Soc Sec #: XXX-XX-XXXX Employee ID: 1751

Hire Date: 06/12/15

Status:

Filing Status:

Federal: Single, 11

State: CA, Single, 11

Dept: 500

Period: 09/24/18 to 10/07/18

Check Date: 10/15/18 Check #: Direct Deposit

TIME OFF (Based On Policy Year)

DESCRIPTION

CA SICK POLICY - HOURS

AVAIL BAL

0.000

NET PAY ALLOCATIONS

DESCRIPTION	CURRENT (\$)	YTD (\$)
CHECKING1 -	179.29	7018.25
SAVING1	0.00	3215.94
Net Pay	179.29	10234.19

EARNINGS

DESCRIPTION	HRS/ UNITS	RATE	CURRENT (\$)	YTD HRS/ UNITS	YTD (\$)
REGULAR	10.20	11.0000	112.20	971.51	10670.61
OVERTIME	0.60	16.5000	9.90	75.03	1235.69
HOLIDAY					55.00
RETRO				5.00	55.00
SICK				24.00	264.00
TIPS (IN)			35.00		8610.00
VACATION				40.00	440.00
401(K)			-20.57		-1356.06
401K MATCH - M			10.28		678.02
SERVICE CHARGE			100.00		782.70
HOURS WORKED	10.80			1046.54	
ADJ EARNINGS			236.53		20756.94
GROSS EARNINGS	10.80		257.10	1115.54	22113.00

DEDUCTIONS

DESCRIPTION	CURRENT (\$)	YTD (\$)
TIPS (OUT)	35.00	8610.00
TOTAL	35.00	8610.00

WITHHOLDINGS

DESCRIPTION	CURRENT (\$)	YTD (\$)
OASDI	15.94	1371.00
MEDICARE	3.73	320.63
STATE SDI CA	2.57	221.12
TOTAL	22.24	1912.75

NET PAY

CURRENT (\$)

179.29

YTD (\$)

10234.19

Exhibit 3

FOLD AND REMOVE

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION

Lauren LeBarre

Soc Sec #: xxx-xx-xxxx Employee ID: 1751

Home Department: 500 FRONT OF THE HOUSE

Pay Period: 07/29/19 to 08/11/19

Check Date: 08/19/19 Check #: 39590

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	3393.68
Chkg	530.86	3541.76
NET PAY	530.86	6935.44

TIME OFF (Based on Policy Year)

DESCRIPTION	AVAILBAL
CA SICK	0.000 hrs

EARNINGS

DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Regular	49.03	12.0000	588.36	684.08	8037.55
Meal Period	1.00	12.0000	12.00	7.00	84.00
Retiro				1.00	12.00
Service Charge			50.00		145.00
Overtime	5.93	18.0000	106.74	52.19	949.86
Holiday Pay					35.00
Sick	16.00	12.0000	192.00	24.00	288.00
Total Hours	71.96			748.27	
Gross Earnings			949.10		9551.41
Total Hrs Worked	55.96				

OTHER ITEMS

Do not increase Net Pay

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
401K Match	57.96	585.20
Tips (In)	500.00	5114.00

WITHHOLDINGS

DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
Social Security		89.85	909.26
Medicare		21.01	212.65
CA Disability		14.49	146.66

TOTAL

125.35	1268.57
--------	---------

DEDUCTIONS

DESCRIPTION	THIS PERIOD (\$)	BALANCE	YTD (\$)
401(K)	115.93		1170.44
Garnish1	176.96	500.93	176.96
TOTAL	292.89		1347.40

NET PAY

THIS PERIOD (\$)
530.86

YTD (\$)
6935.44

Payrolls by Paychex, Inc.

0642 Y400 9388 ROWZOWE INC 700 Cherry Row Monterey CA 93940 (831) 372-2100

Exhibit 4

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

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

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253

FAX (209) 473-4818
TELEPHONE (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

April 23, 2021

SUBMITTED ELECTRONICALLY

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

SENT VIA CERTIFIED MAIL

Row Town, Inc.
700 Cannery Row
Monterey, CA 93940

Obsidian HR, Inc.
3600 S. Yosemite St., Suite 550
Denver, CA 80237

Re: Lauren LeBarre

To whom it may concern:

This firm represents Lauren LaBarre ("LaBarre") in relation to her prior joint employment with Row Town, Inc. (dba The Fish Hopper) and Obsidian HR, Inc. (collectively referred to as "Employers"). In accordance with California Labor Code section 2699.3, this letter shall serve as LaBarre's written notice to the Labor and Workforce Development Agency ("LWDA") and Employers regarding the following violations, and facts and theories supporting those violations, on LaBarre's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Employers.

LaBarre was hired by Row Town Inc. dba The Fish Hopper (in Monterey, California) on or around June 9, 2015 as a food runner. She later was put in the position of expeditor (among other duties, she ensured meals corresponded to guests' orders). At all times, LaBarre was an hourly employee, eligible for overtime as well as rest and meal periods under California law.

At some point in time (but believed to be no later than November 16, 2020), Obsidian HR, Inc. became LaBarre's joint employer. This is evidenced by, *inter alia*, the fact that Obsidian HR, Inc. was the employer shown on LaBarre's wage statements, and that Obsidian HR, Inc. was paying LaBarre her wages in connection with her work performed at The Fish Hopper restaurant. (Exhibit A.)

Labor and Workforce Development Agency
Row Town, Inc.
Obsidian HR, Inc.
Re: Lauren LaBarre
April 23, 2021
Page 2 of 4

Employers systematically failed to pay LaBarre her earned overtime wages at the correct rate, by failing to incorporate the value of all items of compensation into her “regular rate of pay.” In addition to regular dining, Employers provide banquet services—and they charge the customers a mandatory service charge in connection with such banquets. (Exhibit B.) These were explicitly referenced as service charges in LaBarre’s wage statements, and placed in a different category than tips—indicating that these service charges were not gratuities, but nondiscretionary bonuses or “other items of compensation.” (See Lab. Code, § 200; see also DLSE Enforcement Manual, § 49.1.2.3; *O’Grady v. Merchant Exchange Productions, Inc.* (2019) 51 Cal.App.5th 771.) However, Employers uniformly failed to incorporate the value of service charges into LaBarre’s regular rate of pay for purposes of calculating and paying overtime—instead, Employers merely multiplied LaBarre’s base hourly rate by 1.5, resulting in an underpayment of wages. Accordingly, Employers violated Labor Code section 510.

Alternatively, and assuming that the service charges were gratuities, then Employers were forbidden from retaining any portion of those charges. (See Lab. Code, § 351.) LaBarre is informed and believes and thereon alleges that Employers indeed retained a portion of those service charges. Accordingly, and if the service charges were gratuities, then Employers violated Labor Code section 351.

If the aforementioned service charges were not gratuities but constituted nondiscretionary bonuses or other items of compensation,¹ and as such was not incorporated into the employees’ regular rate of pay for overtime purposes, then, as evidenced in LaBarre’s wage statement (Exhibit B), the wage statements furnished by Employers to their nonexempt California employees violate California Labor Code section 226(a) insofar as they fail to accurately show:

1. The gross wages earned, in violation of Labor Code section 226(a)(1);
2. The net wages earned, in violation of section 226(a)(5); and
3. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code section 226(a)(9).

LaBarre was also frequently denied rest and meal periods to which she was entitled. Due to high work demands, understaffing, and a general failure on Employers’ part to authorize and permit rest and meal periods, LaBarre found herself frequently compelled to work through such periods. Even on occasions where she did punch out for a meal period, she soon found herself required to quickly resume work duties before enjoying a full thirty-minute, uninterrupted meal period. LaBarre was not paid an hour of premium pay for every rest and meal period that Employers failed to authorize and permit. Accordingly, Employers violated Labor Code sections 226.7 and 512.

¹ Even if the service charges were gratuities, the wage statements issued to LaBarre still violated these statutory provisions because, as explained herein, LaBarre was frequently required to work through unpaid meal periods and was not paid premium wages for each rest and meal period that was not authorized and permitted by Employers.

Labor and Workforce Development Agency
Row Town, Inc.
Obsidian HR, Inc.
Re: Lauren LaBarre
April 23, 2021
Page 3 of 4

Employers also paid their California employees' wages late, in violation of the Labor Code. Section 204, subdivision (a) of the Labor Code provides that all wages earned between the 1st and 15th days of the month must be paid by the 26th of the month, and that all wages earned between the 16th and the last day of the month must be paid no later than the 10th day of the following month. Regardless, and with regard to weekly, biweekly, or semimonthly wages, an employer complies with the timing requirements if it pays wages not more than seven calendar days following the close of the pay period. (*Id.*, subd. (d).) However, Employers frequently violated this provision. Per example, and as can be seen in the wage statement attached hereto as Exhibit B, LaBarre earned wages between September 24 and October 7, 2018. Per section 204(d), she should have been paid these wages, at the latest, by October 14—however, she was not paid wages until October 15. Accordingly, Employers violated Labor Code section 204.

Furthermore, Employers failed to pay sick time at their employees' regular rate of pay as required by law. When LaBarre and other nonexempt employees took paid sick leave, Employers paid this sick leave at that employee's base rate of pay, without accounting for the value of earned nondiscretionary bonuses and other items of compensation (e.g., service payments, *supra*). (Exhibit C.) Accordingly, Employers violated Labor Code sections 233 and 246, *et al.*

Last, LaBarre was not paid all wages due and owing upon separation of employment. LaBarre's employment with Employers ended on April 4, 2021. However, LaBarre did not receive her final check until April 9, 2021 or later. That check did not account for the full value of underpaid overtime, unpaid rest and meal period premiums, and underpaid sick leave. Accordingly, Employers violated Labor Code sections 201 and 202.

The foregoing violations of the Labor Code, and each of them, were committed as against current and other former employees of Employers 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, LaBarre intends to file a civil complaint against Employers, pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her 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.

Labor and Workforce Development Agency
Row Town, Inc.
Obsidian HR, Inc.
Re: Lauren LaBarre
April 23, 2021
Page 4 of 4

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

CC: Dawn Doss (ddoss@fentonkeller.com)

Exhibit A

Statement of Earnings For: Lauren G LeBarre						Obsidian HR, Inc.					
Employee #: 1751	Department: 500	Period Begin: 1/25/2021	Check Date: 2/12/2021	Suite 106							
Clock Number:	Benefit Group: EMP	Period End: 2/7/2021	Pay Type: Hourly	Denver, CO 80237							
Company Id: 990051	Federal Filing: Single	Exemptions: 13	Additional Tax:	720-456-3590							
	State Filing: Single or	Exemptions: 13									
Voucher Id	Check Amount	Gross Pay	Net Pay	Check Message							
V028386	\$0.00	\$220.08	\$168.04								
EARNINGS				*Not Included in Totals		TAXES		DEDUCTIONS			
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD
Regular	14.0000	13.17	184.38	13.17	184.38	SOC SEC EE	25.11	25.11	401K	16.20	16.20
Overtime	21.0000	1.70	35.70	1.70	35.70	MED EE	5.87	5.87			
Tips Reported	0.00	0.00	185.00	0.00	185.00	CALIFORNIA SDI	4.86	4.86			
*401k Match	0.00	0.00	16.20	0.00	16.20						
Total:						35.84		35.84	Total:		16.20
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY					
						Checking		Deposit Amount:		168.04	



Obsidian HR, Inc.
Suite 106
Denver, CO 80237
720-456-3590

CHECK DATE	VOUCHER ID
2/12/2021	V028386

TOTAL NET PAY
*****\$168.04

990051 1751 500 EMP
Lauren G LeBarre

NOT NEGOTIABLE

Employee Pay Details

Obsidian HR, Inc.

Lauren G LeBarre

For Pay Period: 1/25/2021 - 2/7/2021

Pay Date: 2/12/2021

Earning	Rate	Hours	Dollars	Department	Job Override
Regular	14.0000	13.17	184.38	Front of House	XPO
Overtime	21.0000	1.70	35.70	Front of House	XPO
		14.87	220.08		

Non-Paid Earnings

Earning	Rate	Hours	Dollars	Department	Job Override
Tips Reported			185.00	Front of House	XPO
			185.00		

Employer Contributions and Other Memo Calculations

Earning	Rate	Hours	Dollars	Department	Job Override
401k Match			16.20	Front of House	XPO
			16.20		

Exhibit B

ROWTOWN, INC.
700 CANNERY ROW
MONTEREY CA 93940

0400-9588-DIRDEP
500
1751

10/15/2018

Direct
Deposit

LAUREN LE BARRE

Total Net Direct Deposit(s)
\$179.29

VOID THIS IS NOT A CHECK.....

1ST CAPITAL BANK
MONTEREY BRANCH

****NON-NEGOTIABLE****

PERSONAL AND CHECK INFORMATION
LAUREN LE BARRE

Soc Sec #: XXX-XX-XXXX Employee ID: 1751
Hire Date: 06/12/15
Status:
Filing Status:
Federal: Single, 11
State: CA, Single, 11
Dept: 500

Period: 09/24/18 to 10/07/18

C. Date: 10/15/18 Check #: Direct Deposit

TIME OFF (Based On Policy Year)

DESCRIPTION
CA SICK POLICY - HOURS
AVAIL BAL
0.000

NET PAY ALLOCATIONS

DESCRIPTION	CURRENT (\$)	YTD (\$)
CHECKING1 - 153455	179.29	7018.25
SAVING1	0.00	3215.94
Net Pay	179.29	10234.19

EARNINGS

DESCRIPTION	HRS/ UNITS	RATE	CURRENT (\$)	YTD HRS/ UNITS	YTD (\$)
REGULAR	10.20	11.0000	112.20	971.51	10670.61
OVERTIME	0.60	16.5000	9.90	75.03	1235.69
HOLIDAY					55.00
RETRO				5.00	55.00
SICK				24.00	264.00
TIPS (IN)			35.00		8610.00
VACATION				40.00	440.00
401(K)			-20.57		-1356.06
401K MATCH - M			10.28		678.02
SERVICE CHARGE			100.00		782.70
HOURS WORKED	10.80			1046.54	
ADJ EARNINGS			236.53		20756.94
GROSS EARNINGS	10.80		257.10	1115.54	22113.00

DEDUCTIONS

DESCRIPTION	CURRENT (\$)	YTD (\$)
TIPS (OUT)	35.00	8610.00
TOTAL	35.00	8610.00

WITHHOLDINGS

DESCRIPTION	CURRENT (\$)	YTD (\$)
OASDI	15.94	1371.00
MEDICARE	3.73	320.63
STATE SDI CA	2.57	221.12
TOTAL	22.24	1912.75

NET PAY

CURRENT (\$)

YTD (\$)

179.29

10234.19

Exhibit C

FOLD AND REMOVE

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION

Lauren LeBarre

Soc Sec #: xxx-xx-xxxx Employee ID: 1751

Home Department: 500 FRONT OF THE HOUSE

Pay Period: 07/29/19 to 08/11/19

Check Date: 08/19/19 Check #: 39590

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	3393.68
Chkg	530.86	3541.76
NET PAY	530.86	6935.44

TIME OFF (Based on Policy Year)

DESCRIPTION	AVAIL BAL
CA SICK	0.000 hrs

EARNINGS

DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Regular	49.03	12.0000	588.36	664.08	8037.55
Meal Period	1.00	12.0000	12.00	7.00	84.00
Retiro				1.00	12.00
Service Charge			50.00		145.00
Overtime	5.93	18.0000	106.74	52.19	949.86
Holiday Pay					35.00
Sick	16.00	12.0000	192.00	24.00	288.00
Total Hours	71.96			748.27	
Gross Earnings			949.10		9551.41
Total Hrs Worked	55.96				

OTHER ITEMS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Do not increase Net Pay		
401K Match	57.96	585.20
Tips (In)	500.00	5114.00

WITHHOLDINGS

DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
Social Security		89.85	909.26
Medicare		21.01	212.65
CA Disability		14.49	146.66
TOTAL		125.35	1268.57

DEDUCTIONS

DESCRIPTION	THIS PERIOD (\$)	BALANCE	YTD (\$)
401(K)	115.93		1170.44
Garnish1	176.96	500.93	176.96
TOTAL	292.89		1347.40

NET PAY

THIS PERIOD (\$)
530.86

YTD (\$)
6935.44

Payrolls by Paychex, Inc.

0842 Y400 5023 RENTOWN, INC. 1700 Century Row Monterey CA 93940 (831) 372-2406

PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 2453 Grand Canal Boulevard, Stockton, California 95207 that is located in the county where the mailing and/or delivery below took place.

On August 17, 2021, I served the following document:

FIRST AMENDED COMPLAINT

addressed to:

Robert D. Vogel (Robert.Vogel@jacksonlewis.com)
Rassa L. Ahmadi (Rassa.Ahmadi@jacksonlewis.com)
Halle C. Gotfredson (Halle.Gotfredson@Jacksonlewis.com)
Jackson Lewis P.C.
950 17th Street, Suite 2600
Denver, CO 80202

- ☐ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Stockton, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.
- ☐ **BY EXPRESS SERVICE CARRIER:** On the date specified below, I directed to be deposited in a box or other facility regularly maintained by Federal Express or delivered to a courier or driver authorized by said express service carrier to receive documents, a copy of the document mentioned above, in an envelope designed by the said express service carrier, with delivery fees paid or provided for, addressed to the individuals and/or entities mentioned above.
- ☒ **BY EMAIL:** Based on an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person[s] at the e-mail address[es] listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 17, 2021, at Stockton, California.



LINDSAY RILEY