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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

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
4. FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS
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.

JURISDICTION AND VENUE

7. This Court is the proper Court, and this action is properly filed in the Superior Court of California for the County of Monterey because Defendants conduct business in this County and LeBarre performed work for Defendants in this County. LeBarre hereby demands a jury trial.

GENERAL ALLEGATIONS

8. LeBarre was hired by Rowtown, Inc. dba The Fish Hopper restaurant (in Monterey, California) on or around June 8, 2015 as a food runner. She was later put in the position of expeditor (among other duties, she ensured meals corresponded to guests' orders). At all times, LeBarre was an hourly employee, eligible for overtime as well as rest and meal periods under California law.

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.**)

10. Defendants systematically failed to pay LeBarre 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."

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.)

12. However, Defendants uniformly failed to incorporate the value of service charges into LeBarre's regular rate of pay for purposes of calculating and paying overtime—instead,

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

27 ¹ Even if the service charges were gratuities, the wage statements issued to LeBarre still violated these statutory
28 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 employee were also frequently denied rest
7 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. Accordingly,
13 Defendants violated Labor Code sections 226.7 and 512.

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

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

25 23. From at least four years prior to the filing of this action, Defendants has adopted and
26 employed unfair business practices. These unfair business practices include, but are not limited to,
27 failing to properly calculate and pay overtime wages due, failing to properly calculate and pay accrued
28

1 sick leave, failure to provide compliant rest and meal periods or pay premiums, and unlawful retention
2 of employees' tips or gratuities.

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

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

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

13 **CLASS ACTION ALLEGATIONS**

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

- 18 a. All current and former California employees of Defendants who worked at
19 any time from four years prior to the filing of this complaint through the entry
20 of final judgment in this action, and who were paid tips or gratuities (the "351
21 Class");
- 22 b. All current and former nonexempt California employees of Defendants who
23 worked some amount of overtime at any time from four years prior to the
24 filing of this complaint through the entry of final judgment in this action, and
25 who were also paid commissions, nondiscretionary bonuses or other items of
26 compensation, including but not limited to portions of service charges, in
27 addition to their base hourly pay (the "Regular Rate Class");
- 28 c. All current and former nonexempt California employees of Defendants who
received commissions, nondiscretionary bonuses or other items of
compensation, including but not limited to portions of service charges, and
received sick pay during one or more pay periods at any time from four years
prior to the filing of this complaint through the entry of final judgment in this
action (the "Sick Pay Class");
- d. All current and former nonexempt California employees of Defendants who
worked at least one workday of four hours or more at any time from four

1 years prior to the filing of this complaint through the entry of final judgment
2 in this action (the "Rest and Meal Break Class");

- 3 e. All members of the Regular Rate Class, the Rest and Meal Break Class, and
4 the Sick Pay Class who received one or more wage statements at any time
5 from one year prior to the filing of this complaint through the entry of final
6 judgment in this action (the "Wage Statement Class"); and
7 f. All members of the Regular Rate Class and Rest and Meal Break Class whose
8 employment with Defendants ended at any point from three years prior to the
9 filing of this complaint through the entry of final judgment in this action (the
10 "Waiting Time Penalty Class").

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

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

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

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

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

- a. Whether Defendants failed to properly calculate and pay their nonexempt
California employees' overtime pay;

- b. Whether Defendants failed to properly calculate and pay their nonexempt California employees with paid sick leave;
- c. Whether Defendants failed to provide their nonexempt California employees with meal and rest periods or pay premiums;
- d. Whether Defendants impermissibly took their California employees' tips or gratuities;
- e. Whether Defendants failed to pay all wages due and owing at end of their nonexempt California employees' employment;
- f. Whether the wage statements Defendants furnished to their California employees comply with Labor Code section 226;
- g. Whether the alleged violations of the Labor Code constitute unfair business practices;
- h. Whether the Class is entitled to injunctive relief; and
- i. Whether the Class is entitled to unpaid wages, statutory penalties, and/or restitutionary relief, and the amount of the same.

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

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

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

35. A class action is superior to any other method available for fairly and efficiently adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)

litigating the claims of individual class members would be unnecessarily costly and burdensome and would deter individual claims, 3) litigating the claims of individual class members would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to bring individual claims, 5) class members would be discouraged from pursuing individual claims because the damages available to them are relatively small, and 6) public policy encourages the use of the class actions to enforce employment laws and protect individuals who, by virtue of their subordinate position, are particularly vulnerable.

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

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

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

1 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
2 be compensated at the rate of no less than twice the regular rate of pay of an employee.

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

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

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

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

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

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

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

25 46. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt
26 employees at that employee’s “regular rate of pay.”

27 47. The “regular rate of pay” includes all remuneration for employment paid to the
28 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings,

1 commissions, non-discretionary bonuses, and the value of meals and lodging. DLSE Enforcement
2 Policies and Interpretations Manual Section 49.

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

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

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

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

18 52. Any employer who violates Labor Code section 233 is liable to employees for the
19 greater of one days’ pay or actual damages, reasonable equitable relief, and reasonable attorneys’
20 fees and costs. Labor Code §233(d), (e).

21 53. Further, Labor Code section 218 authorizes a private right of action to recover
22 unpaid wages.

23 54. Wherefore, Plaintiff and the other members of the Sick Pay Class have been injured
24 as set forth above and request relief as hereafter provided.

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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS
(Lab. Code, § 226.7)
By the Rest and Meal Break Class Against Defendants

55. 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.

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

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

57. Section 11 of the applicable IWC Wage Order provides:

“(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

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

(C) A rest period need not be authorized for employees whose total daily work time is 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.

(D) If an employer fails to provide an employee a rest period in accordance with the

applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

58. During the relevant time period, Plaintiff and other members of the Rest and Meal Break Class were not provided with rest breaks as required by law and did not receive an additional hour of premium pay for each missed rest break.

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

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS
(Lab. Code, §§ 226.7, 512)

By the Rest and Meal Break Class Against Defendants

60. 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.

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

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

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

1 of not less than thirty minutes, except that if the total work period per day of the employee is no more
 2 than twelve hours, the meal period may be waived by mutual consent of both the employer and the
 3 employee, and if the first meal period was not waived.

4 63. During the relevant time period, Plaintiff and other members of the Rest and Meal
 5 Break Class were not provided with meal breaks as required by law and did not receive an additional
 6 hour of premium pay for each missed meal period.

7 64. Wherefore, Plaintiff and the other members of the Rest and Meal Break Class have
 8 been injured and request relief as hereinafter provided.

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

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

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

27 67. An employee suffering injury as a result of the knowing and intentional failure by an
 28 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual

1 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
 2 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
 3 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
 4 fees. Labor Code § 226(e)(1).

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

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

17 70. Wherefore, Plaintiff and the other members of the Wage Statement Class have been
 18 injured as set forth above and request relief as hereafter provided.

19 **SIXTH CAUSE OF ACTION**
 20 **FAILURE TO PAY ALL WAGES DUE AND OWING UPON CESSATION OF**
 21 **EMPLOYMENT**

22 **(Lab. Code, § 201, *et seq.*)**

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

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

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

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

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

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

SEVENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(Bus. & Prof. Code, § 17200, *et seq.*)

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

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.

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

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

EIGHTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES (TIPS)

(Bus. & Prof. Code, § 17200, *et seq.*)

By the 351 Class Against All Defendants

108. 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.

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

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

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

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

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.

1 **As to the Ninth Cause of Action:**

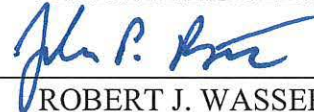
- 2 1. For civil penalties, including but not limited to those available under Labor Code
3 sections 226.3, 558, and 2699(f);
- 4 2. For injunctive relief;
- 5 3. For statutory attorneys' fees and costs, including but not limited to those available
6 under Labor Code section 2699(g);
- 7 4. For prejudgment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

11 ///

12 **DATED:** June 23, 2021

MAYALL HURLEY P.C.

13 By _____



14 ROBERT J. WASSERMAN
15 JOHN P. BRISCOE
16 Attorneys for Plaintiff
17 LAUREN LEBARRE
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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 Denver, CO 80237 720-456-3590						
Clock Number:		Benefit Group: EMP		Period End: 2/7/2021		Pay Type: Hourly								
Company Id: 990051		Federal Filing: Single		Exemptions: 13		Additional Tax:								
State Filing: Single or		Exemptions: 13		Additional Tax:										
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:			Total:					
14.87 405.08 14.87 405.08						35.84 35.84			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 2/12/2021	VOUCHER ID 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

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 -	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 Le Barre

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
Retro				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
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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.

0942 Y400-9588 ROWTOWN, INC. • 700 Cannery Row • Monterey CA 93940 • (831) 372-2406

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 Denver, CO 80237 720-456-3590			
Clock Number:		Benefit Group: EMP		Period End: 2/7/2021		Pay Type: Hourly					
Company Id: 990051		Federal Filing: Single		Exemptions: 13		Additional Tax:					
State Filing: Single or		Exemptions: 13		Additional Tax:							
Voucher Id	Check Amount	Gross Pay		Net Pay		Check Message					
V028386	\$0.00	\$220.08		\$168.04							
EARNINGS						TAXES			DEDUCTIONS		
*Not Included in Totals											
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:			Total:		
14.87 405.08 14.87 405.08						35.84 35.84			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 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

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 C

FOLD AND REMOVE

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION

Lauren Le Barre

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
Retro				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.

0942 Y400-9588 ROWTOWN, INC. • 700 Cannery Row • Monterey CA 93940 • (831) 372-2406