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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

GUSTAVO CHAVEZ FRANCO, an individual,
on behalf of the State of California, as a private
attorney general, and on behalf of all Aggrieved
Employees,

PLAINTIFF,

v.

BMC WEST, LLC, a Delaware limited liability
company; DOES 1 to 50, inclusive,

DEFENDANTS.

CASE NO.

CIV SB 2123090

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**PENALTIES PURSUANT TO LABOR
CODE § 2699, ET SEQ. FOR
VIOLATIONS OF CALIFORNIA LABOR
CODE §§ 201, 202, 203, 204, 210, 226, 510,
1198, AND 2802**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 11 2021

BY 
MICHAEL WELCH II, DEPUTY

1 Plaintiff GUSTAVO CHAVEZ FRANCO (“Plaintiff”), on behalf of the State of California
2 and as an “Aggrieved Employee” acting as a private attorney general under the Labor Code Private
3 Attorneys General Act of 2004, § 2699, *et seq.* (“PAGA”) complains of Defendants BMC WEST,
4 LLC and DOES 1 to 50 (collectively, “Defendants” or “BMC West”) and each of them, and alleges
5 the following upon information and belief:

6 **INTRODUCTION**

7 1. This is a representative action brought pursuant to Labor Code § 2699, *et seq.*, on
8 behalf of the State of California and the group of Aggrieved Employees defined as follows:

9 **The “Aggrieved Employees”:**

10 Plaintiff and all other California residents who are or were employed by Defendant BMC
11 West, LLC as non-exempt, hourly paid employees and who worked at least one pay period
12 in California during the period from June 4, 2020 to the present and ongoing (the “PAGA
Period”);

13 2. Plaintiff, on behalf of himself and all Aggrieved Employees presently or formerly
14 employed by Defendants during the PAGA Period, brings this representative action pursuant to
15 Labor Code § 2699, *et seq.* seeking penalties for Defendants’ violation of California Labor Code §
16 201-3, 204, 226, 510, 1198 and 2802. Based upon the foregoing and the facts set forth below,
17 Plaintiff and all Aggrieved Employees are all Aggrieved Employees within the meaning of Labor
18 Code §2699, *et seq.*

19 **THE PARTIES**

20 3. Plaintiff Gustavo Chavez Franco is a resident of California and at all times pertinent
21 hereto worked for Defendants in San Bernardino County, including during the PAGA Period.

22 4. Plaintiff and all Aggrieved Employees are, and at all times pertinent hereto, have
23 been classified as non-exempt hourly-paid employees by Defendants, and have been and were hired
24 to work for Defendants in California during the PAGA Period.

25 5. BMC West is a construction company that operates principally in the South and
26 West Regions of the United States. Defendants employed Plaintiff and similarly situated persons as
27 employees within California during the PAGA Period. Defendant has done and does business
28

1 throughout the State of California including in San Bernardino County.

2 6. The true names and capacities, whether individual, corporate, associate, or
3 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
4 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure §
5 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
6 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
7 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
8 capacities of the Defendants designated hereinafter as DOES when such identities become known.

9 7. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
10 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
11 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
12 legally attributable to the other Defendants. Accordingly, all Defendants engaged, suffered and
13 permitted Plaintiff and all other Aggrieved Employees to perform services from which they
14 benefitted. Moreover, the aforementioned entities had the right to exercise control over the wages,
15 hours and/or working conditions over Plaintiff and all Aggrieved Employees at all relevant times
16 herein, so as to be considered the joint employers of all of the Aggrieved Employees. By reason of
17 their status as joint employers, they are each liable for civil penalties for violation of the California
18 Labor Code as to the Plaintiff and other Aggrieved Employees as set forth herein

19 **JURISDICTION AND VENUE**

20 8. This Court has subject matter jurisdiction over any and all causes of action asserted
21 herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil
22 Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy,
23 exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the
24 laws of the State of California or is subject to adjudication in the courts of the State of California.

25 9. This Court has personal jurisdiction over Defendants because Defendants have
26 caused injuries in the County of San Bernardino and State of California through their acts, and by
27 their violation of the California Labor Code and California state common law. The federal courts
28 also lack Article III standing to hear this case, since it involves solely claims for statutory penalties.

10. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendants operate within California and do business within San Bernardino County, California. The unlawful acts alleged herein have a direct effect on Plaintiff and all “employees” within the State of California and San Bernardino County.

11. Further, to the extent that Defendants may claim that Plaintiff has signed an arbitration agreement, venue is still appropriate in the Superior Court of San Bernardino County as PAGA claims are not arbitrable as a matter of law *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 383 (2014) (holding “a PAGA claim lies outside the FAA’s coverage because it is not a dispute between an employer and an employee arising out of their contractual relationship. It is a dispute between an employer and the *state*”).

COMMON ALLEGATIONS

12. Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day no less than one and one-half times the “regular rate of Pay” for an employee. Further, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work. In accordance with Labor Code §§ 1194, Plaintiff and the other Aggrieved Employees could not agree to work for a lesser wage than the amount proscribed by Labor Code § 1194.

13. When calculating an employee's regular rate, California and federal courts, with limited exceptions, look to the federal Fair Labor Standards Act (“FLSA”). *Huntington Mem'l Hosp. v. Sup. Ct.*, 131 Cal. App. 4th 893, 902 (2005).¹² Under the FLSA, the regular rate of pay

¹ *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1129 (C.D. Cal. 2011) (using FLSA standards to determine the regular rate of pay in a Cal. Labor Code § 510 overtime claim); *Advanced—Tech Sec. Servs., Inc. v. Sup. Ct.*, 163 Cal. App. 4th 700, 707 (2008). The DLSE routinely “takes the position that the failure of the [IWC] to define the term ‘regular rate’ indicates the Commission’s intent that in determining what payments are to be included in or excluded from the calculation of the regular rate of pay, California will adhere to the standards adopted by the U.S.” (*Huntington Mem’l, supra*, 131 Cal. App. 4th at p. 902-903; *Advanced—Tech, supra*, 163 Cal.App.4th at p. 707; *see also*, Division of Labor Standards Enforcement, Enforcement and Interpretations Manual, § 49.1.2 [noting “in not defining the term ‘regular rate of pay’, the Industrial Welfare Commission has manifest its intent to adopt the definition of regular rate of pay set out in the Fair Labor Standards Act.”]). In addition, numerous DLSE opinion letters take the position California will adhere to the standards adopted by the U.S. Dept. of Labor when determining an employee’s regular rate. (*See also*, Cal. Dept. Industrial Relations, DLSE, H. Thomas Cadell, Jr., opinion letter, Calculation of Regular Rate of Pay (Jan. 29, 2003) pp. 2, fn. 1, 3, Cal. Dept. Industrial Relations, DLSE, H. Thomas Cadell, Jr., opinion letter, Calculation

1 includes all forms of remuneration, including non-discretionary bonuses, shift differentials, and pay
2 for completing certain tasks. *See* 29 U.S.C. § 207(e); *Huntington Mem'l*, 131 Cal. App. 4th at 90
3 (holding that shift differential must be included in the regular rate when calculating and paying
4 overtime). “Under [29 C.F.R.] § 778.224(a), a payment may not be excluded from the regular rate
5 or pay pursuant to § 207(e)(2) if it is generally understood as compensation for work, even though
6 the payment is not tied to specific hours worked by an employee.” *Id.*

7 14. The Ninth Circuit summarized in *Flores v. City of San Gabriel*, 824 F.3d 890, 895
8 (9th Cir. 2016) that “the question of whether a particular payment falls within the ‘other similar
9 payments’ clause does not turn on whether the payment is tied to an hourly wage, but instead turns
10 on whether the payment is a form of compensation for performing work.” *Id.* Nor, as the Ninth
11 Circuit explained, need compensation paid be measured by the number of hours worked. *Id.*
12 (explaining “that the key point is whether payment is ‘compensation for work’” and that “even if
13 payments to employees are not measured by the number of hours spent at work, that fact does not
14 qualify for them for exclusion under Section 207(e)(2).” *Id.* (citing *Local 246 Utility Workers*
15 *Union of America v. Southern California Edison, Co.*, 83 F.3d 295. In addition to paying an hourly
16 rate to Plaintiff and the Aggrieved Employees throughout the PAGA Period, Defendant also paid
17 Plaintiff and the Aggrieved Employees, who were installers, certain “installer incentive pay”, which
18 was essentially a regularly paid bonus. *See Exhibit A* hereto for a highlighted excerpt from
19 Defendant’s Spanish Employee Handbook under the header “California Construction Services
20 Compensation,” which, consistent with the FLSA’s approach to including bonuses in the regular
21 rate of pay to calculate overtime rates and overtime pay owed, translates as follows: “Overtime will
22 be calculated using the employee’s gross wages (including production bonus compensation)
23 divided by the total hours worked and multiplied by 1.5 for hours in excess of 8 or multiplied by

24
25 (continued...)

26 of Regular Rate of Pay in Cases Involving Piece Rate (Feb. 22, 1993) p. 2 & fn. 2; Cal. Dept. Industrial Relations,
27 DLSE, H. Thomas Cadell, Jr., opinion letter, Explicit Wage Agreements (Jan 29, 1992) p. 1, Cal. Dept. Industrial
28 Relations, DLSE, H. Thomas Cadell, Jr., opinion letter, Calculation of Regular Rate of Pay (Mar. 6, 1991) p. 1.)
² *Cf. Alvarado v. Dart Container Corp. of California*, 4 Cal.5th 542, 568 (2018) (explaining that for the purposes of
calculating the per hour value of an employer’s flat sum attendance bonuses that California, unlike the FLSA, uses the
non-overtime hours worked during the pay period as the divisor instead of all hours worked during the pay period).

1 2.0 for hours in excess of 12 on any workday. Employee paystubs will be itemized for the
2 following payments: regular hourly wages; the earnings from rest and recovery; paid sick time,
3 installer incentive earnings (production incentive bonus); extra time.” See Id. Thus, it is clear that
4 the “installer incentive earnings” was a form of regularly paid production incentive bonus that
5 needed to be included in the regular rate for overtime purposes.

6 15. On a regular basis, Plaintiff and the Aggrieved Employees worked more than 8
7 hours in a day and more than 40 hours in a week, but Defendants regularly failed to include their
8 installer incentive earnings (listed on the wage statements as “CA[lifornia] Ins[taller] Inc[entive]”
9 in the calculation for determining Plaintiff’s and the Aggrieved Employees’ regular rate of pay for
10 then calculating appropriate overtime rates. Attached hereto as **Exhibit B** is a sampling of
11 Plaintiff’s wage statements showing Plaintiff’s base hourly rate of \$23.00 and overtime rate of
12 \$34.50, which is simply 1.5x the base hourly rate, as opposed to the correct formula outlined in the
13 Handbook of gross wages, including production bonuses, divided by total hours worked, which
14 generates the “regular rate of pay” from which overtime is subsequently calculated In sum,
15 Plaintiff’s overtime rate represents only 1.5x Plaintiff’s base hourly rate of \$23.00 and consistently
16 fails to include the \$957.75 in pay itemized as “CA Ins Inc” in the calculation of Plaintiff’s “regular
17 rate,” which would then be multiplied by 1.5 to get the proper overtime rate. Therefore, Defendants
18 violated Labor Code § 510 and Section 3(A) of the applicable IWC Wage Order by failing to pay
19 all overtime hours at the legally applicable overtime rate.

20 16. As to Plaintiff and all Aggrieved Employees, Defendants failed to provide accurate
21 itemized wage statements in accordance with Labor Code § 226(a). Labor Code § 226 obligates
22 employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in
23 writing showing:

- 24 (1) gross wages earned;
- 25 (2) total hours worked by the employee;
- 26 (3) the number of piece-rate units earned and any applicable piece rate if the employee is
27 paid on a piece rate;
- 28 (4) all deductions, provided that all deductions made on written orders of the employee may
be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security

- 1 number or an employee identification number other than a social security number;
2 (8) the name and address of the legal entity that is the employer...;
3 (9) all applicable hourly rates in effect during the pay period and the corresponding number
4 of hours worked at each hourly rate by the employee...

5 Similarly, Labor Code § 226(e) provides:

6 (1) An employee suffering injury as a result of a knowing and intentional failure by an
7 employer to comply with subdivision (a) is entitled to recover the greater of all actual
8 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
9 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
10 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
11 costs and reasonable attorney's fees.

12 (2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the
13 employer fails to provide a wage statement.

14 (B) An employee is deemed to suffer injury for purposes of this subdivision if the
15 employer fails to provide accurate and complete information as required by any one
16 or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot
17 promptly and easily determine from the wage statement alone one or more of the
18 following:

19 (i) The amount of the gross wages or net wages paid to the employee during
20 the pay period or any of the other information required to be provided on the
21 itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9)
22 of subdivision (a).

23 (ii) Which deductions the employer made from gross wages to determine the
24 net wages paid to the employee during the pay period. Nothing in this
25 subdivision alters the ability of the employer to aggregate deductions
26 consistent with the requirements of item (4) of subdivision (a).

27 (iii) The name and address of the employer and, if the employer is a farm
28 labor contractor, as defined in subdivision (b) of Section 1682, the name and
address of the legal entity that secured the services of the employer during
the pay period.

(iv) The name of the employee and only the last four digits of his or her
social security number or an employee identification number other than a
social security number.

17. Defendants knowingly and intentionally failed to pay Plaintiff and all Aggrieved
Employees all overtime wages due at the proper overtime rate, as outlined in Defendant's
Handbook compensation policy (which Defendant ignored and did not follow). Moreover, Plaintiff
and the Aggrieved Employees were unable to determine the actual and accurate total gross wages
earned, the accurate net wages earned, and the accurate applicable hourly rates, including proper
overtime rates, in violation of Section 226(a)(9), (1), and (2), since Defendants failed to include
pay itemized as "Cal Ins Inc" in the calculation of Plaintiff's and Aggrieved Employees' overtime
rates. See **Exhibit B**.

18. Plaintiff and the Aggrieved Employees will prevail on their claim for PAGA

1 penalties under Labor Code § 226(a) without having to show injury or willfulness. *See Lopez v.*
2 *Friant & Assocs., LLC*, 15 Cal.App.5th 773, 788 (2017) (“hold[ing] a plaintiff seeking civil
3 penalties under PAGA for a violation of Labor Code Section 226(a) does not have to satisfy the
4 ‘injury’ and ‘knowing and intentional’ requirements of Section 226(e)(1).”); *Raines v. Coastal*
5 *Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667, 679 (2018) (finding that the “requirements for
6 a Section 226(e) claim do not apply to a PAGA claim for a violation of Section 226(a).”).

7 19. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
8 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
9 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
10 each violation in a subsequent citation, for which the employer fails to provide the employee a
11 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” As
12 explained in detail above, Defendants failed to provide Plaintiff and the other Aggrieved
13 Employees with accurate itemized wage statements. Accordingly, Plaintiff and the other Aggrieved
14 Employees may recover Labor Code § 226.3 penalties under PAGA for Defendants’ violations of
15 Labor Code § 226(a).

16 20. By failing to implement a clock in and clock out policy, Defendants also failed to
17 keep accurate payroll records pertaining to Plaintiff’s and the Aggrieved Employees’ time worked.
18 Defendants’ method of record keeping for the time worked consisted of a supervisor keeping paper
19 records which failed to accurately reflect the actual time worked by Plaintiff and the Aggrieved
20 Employees. Therefore, Defendants violated Labor Code Section 1198 which requires employers to
21 maintain accurate payroll records. Defendants are also violating Section 6 of the applicable IWC
22 Wage Order, which requires that an employer maintain “[t]ime records showing when the
23 employee begins and ends each work period.” Defendants never accurately recorded when Plaintiff
24 and the Aggrieved Employees began and ended their shifts in violation of the Labor Code and the
25 applicable IWC Wage Order

26 21. Likewise, Defendants do not maintain an expense reimbursement policy and/or
27 practice stating that Defendants will affirmatively reimburse Plaintiff and the Aggrieved
28 Employees for their business expenses incurred on behalf of Defendants, including a reasonable

1 portion of monthly cell phone expenses as required by Labor Code Sections 2802(a) and (c) and
2 the holding of *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (Cal. Aug. 12,
3 2014). The employer's obligation to reimburse employees for monthly cell phone expenses arises
4 when an employer "knew or should have known" that employees are or were using their cell
5 phones to answer work related COVID-19 questions. See *Stuart v. RadioShack Corp.*, 2009 U.S.
6 Dist. Lexis 41658 (N.D. Cal. 2009).

7 22. Specifically, California Labor Code Section 2802 requires an employer in California
8 to "indemnify his or her employee for all necessary expenditures or losses incurred by that
9 employee in direct consequence of the discharge of his or her duties." See Cal. Labor Code
10 Section 2802(a); *see also* 2802(c) where "necessary" is defined to include all "reasonable" costs.
11 "The elements of a claim under Section 2802 are: (i) the employee made expenditures or incurred
12 losses; (ii) the expenditures or losses were incurred in direct consequence of the employee's
13 discharge of his or her duties, or obedience to the directions of the employer; and (iii) the
14 expenditures or losses were reasonable and necessary." *Marr v. Bank of America*, 2011 U.S. Dist.
15 LEXIS 24868 (N.D. March 8, 2011) (*citing Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th
16 554, 568 (2007)). "In addition, the employer 'must either know or have reason to know that the
17 employee has incurred [the] expense.'" *Id.* (*citing Stuart v. RadioShack Corp.*, 641 F.Supp. 2d 901
18 (N.D.Cal. 2009)). Where an employer has knowledge that employees are incurring a reimbursable
19 expense, the employer must "exercise due diligence to ensure each employee is reimbursed." *Marr*,
20 at *1. The right of an employee to expense reimbursements from his or her employer is not
21 waivable. See Cal. Labor Code Section 2804; *Edwards v. Arthur Anderson*, 44 Cal. 4th 937, 951
22 (2008).

23 23. Furthermore, under California Labor Code Section 2802, employers must reimburse
24 employees for all reasonable work-related expenses, including a reasonable portion of their work-
25 related monthly cell phone expenses, regardless of whether or not employees incurred any
26 additional out-of-pocket cost from work-related use. See, *Cochran v. Schwan's Home Service, Inc.*,
27 228 Cal.App.4th 1137 (Cal. Aug. 12, 2014) ("We hold that when employees must use their
28 personal cell phones for work-related calls, Labor Code Section 2802 requires the employer to

1 reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited
2 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”); see
3 also *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at *21 (N.D.Cal. Dec. 9, 2014) (Hon.
4 Edward Chen) (certifying class of claim processors working from home with Section 2802 claims
5 for landline phone reimbursements where their employer required them to work from home and to
6 have a home landline for work).

7 24. Here, Defendants’ supervisors texted messages to Plaintiff and the Aggrieved
8 Employees on their personal cell phones with routes and addresses that Plaintiff and the Aggrieved
9 Employees needed to go for work. Additionally, Plaintiff and the Aggrieved Employees received
10 numerous phone calls and text messages on their personal cell phones throughout the day from
11 Defendants’ supervisors for updates on where to go for work. Lastly, Defendants failed to provide
12 personal protective equipment during the COVID-19 pandemic to Plaintiff and the Aggrieved
13 Employees, including masks. Defendants did not affirmatively reimburse Plaintiff and the
14 Aggrieved Employees in any amount for any such cell phone expenses and mask expenses incurred
15 throughout the PAGA Period.

16 25. In short, Defendants’ policies and/or practices require and expect, and/or with
17 Defendants’ knowledge thereof permit, Plaintiff and the Aggrieved Employees to pay for cell
18 phone expenses and mask expenses incurred in direct consequence of discharging their duties on
19 behalf of Defendants, without reimbursement by Defendants for such expenses. Defendants have
20 maintained their policies and/or practices of denying reimbursement of Plaintiff’s and the
21 Aggrieved Employees’ necessarily incurred business expenses, or substantially similar policies,
22 throughout California and throughout the PAGA Period.

23 26. Defendants are aware or should have been aware that Plaintiff and the Aggrieved
24 Employees regularly incur and have incurred cell phone business expenses and mask expenses in
25 the discharge of their duties, since they regularly sent text messages and made phone calls to
26 Plaintiff’s and the Aggrieved Employees’ personal cell phones and failed to provide masks.
27 Defendants nevertheless have, throughout the PAGA Period, failed and refused to reimburse
28 Plaintiff and the Aggrieved Employees for such cell phone business expenses and mask expenses

1 incurred by them in connection with their work

2 27. Under Labor Code §§ 201-202, an employer must provide an employee wages at the
3 time or discharge or within up to seventy-two (72) hours of their resignation. Labor Code § 203
4 provides “if an employer willfully fails to pay . . . any wages of an employee who is discharged or
5 who quits, the wages of the employee shall continue as a penalty. . .” for up to 30 days. Lab. Code
6 § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

7 28. In addition, Labor Code § 256 provides that the Labor Commissioner “shall impose
8 a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section
9 203. The California Supreme Court and California Court of Appeal have both specifically
10 recognized the ability of an aggrieved employee to recover civil penalties under Labor Code § 256
11 for a defendant’s willful violation of Labor Code § 201 and 202 under PAGA. In *Iskanian v. CLS*
12 *Transportation Los Angeles, LLC*, 59 Cal.4th 348, 381 (2014), the California Supreme Court
13 acknowledged that PAGA penalties for the untimely payment of wages included the 30 days of pay
14 as waiting time pursuant to Labor Code § 256. *See also Esparza v. KS Industries, L.P.* 13
15 Cal.App.5th 1228, 1242 (2017) (explaining that the Labor Code § 256 penalties only exist if the
16 employer’s failure to timely pay wages upon separation was willful is a “civil penalty” “recovered
17 or imposed by the Labor Commissioner.”).

18 29. As described in detail above, Defendants failed to pay Plaintiff and other Aggrieved
19 Employees whose employment with Defendants has now ended all overtime wages owed at the
20 proper rate within the time constraints proscribed in Labor Code §§ 201-202 at the time of their
21 termination/separation. Thus, as result of Defendants’ faulty policies described above, Plaintiff and
22 all Aggrieved Employees left their employment with Defendants without being compensated for
23 each and every hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, 203.

24 30. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in any
25 employment are due and payable twice during each calendar month, on days designated in advance
26 by the employer as the regular paydays.”

27 31. Due to Defendants’ failure to pay Plaintiff and all Aggrieved Employees on a timely
28 and bi-monthly basis for all applicable overtime wages at the proper rate, Defendants failed to

1 timely pay Plaintiff and all Aggrieved Employees all wages owed within seven (7) days of the
2 close of the payroll period in accordance with Labor Code § 204(d) on a regular and consistent
3 basis.

4 32. Labor Code § 210 provides that “in addition to, an entirely independent and apart
5 from, any other penalty provided in this article, every person who fails to pay the wages of each
6 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
8 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
9 failure to pay each employee, plus 25% of the amount unlawfully withheld.”

10 33. As a result of the faulty compensation policies and practices described in detail
11 above and Defendants’ failure to pay Plaintiff and all Aggrieved Employees for all overtime wages
12 at the proper rate within seven (7) days of the close of the payroll period, the State of California is
13 entitled to recover penalties under Labor Code § 210 through PAGA. *See Amaral v. Cintas Corp.*
14 *No. 2, 163 Cal.App.4th 1157, 1209 (2008)* (affirming an award of Labor Code Section 210
15 penalties under PAGA due to the employer’s failure to timely pay wages at the proper rate in
16 accordance with a local wage ordinance).

17 **FIRST CAUSE OF ACTION**
18 **PENALTIES PURSUANT PAGA. LABOR CODE § 2699, ET SEQ.**
19 **FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204, 210, 22, 510, 1198, AND 2802**
20 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

21 34. Plaintiff, on behalf of himself and all Aggrieved Employees, realleges and
22 incorporates by reference all previous paragraphs.

23 35. Based on the above allegations incorporated by reference, Defendants have violated
24 Labor Code §§ 201, 202, 203, 204, 210, 226, 510, 1198, and 2802.

25 36. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and
26 all other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial
27 subject to the following formula:

28 \$100 for the initial violation per employee per pay period; and

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

37. These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce Development Agency (LWDA) and twenty-five percent (25%) to the affected employees.

38. Pursuant to Labor Code § 2699.3 (a), on June 4, 2021, Plaintiff gave written notice by certified mail to Defendants, and to the LWDA of his claims for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 510, 1198, and 2802, and theories supporting these claims as alleged herein. As of the date of this Complaint, the LWDA has not responded to Plaintiff's PAGA letter. Accordingly, Plaintiff has fulfilled all administrative prerequisites to the filing and pursuit of his PAGA claims on behalf of himself and all other current and former Aggrieved Employees of Defendants.

39. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2699, et seq. because of Defendants' violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 510, 1198, and 2802.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties and other relief allowable under Labor Code § 2699, *et seq.* and 226.3 for Plaintiff and all Aggrieved Employees because of Defendants' violation of, without limitation, Labor Code §§ 201, 202, 203, 204, 210, 226, 510, 1198, and 2802;

2. A civil penalty against Defendants in the amount of \$100 for the initial violation and \$200 for each subsequent violation as specified in section 2699(f)(2) of the California Labor Code for Plaintiff and all Aggrieved Employees for each and every pay period worked by Plaintiff and the Aggrieved Employees between June 4, 2020, and the date of judgment and/or the date of any corrective action by Defendants; ;

3. A civil penalty of \$250 per pay period per employee for each pay period in which an inaccurate wage statement was given to Plaintiff, and each of the Aggrieved Employees from June 4, 2020 to the present;

4. An award of reasonable attorney's fees against Defendants as allowed by law, including without limitation, in Labor Code § 2699(g)(1), for all the work performed by the

undersigned counsel in connection with the PAGA claims;

5. An award of all costs incurred by the undersigned counsel for Plaintiff in connection with Plaintiff's and the Aggrieved Employees' claims against Defendants as allowed by law, including without limitation, Labor Code § 2699(g)(1);

6. Such other and further relief as this Court may deem proper and just.

Dated: August 11, 2021

Respectfully submitted,

ACKERMANN & TILAJEF, P.C.
LAW OFFICE OF TATIANA HERNANDEZ P.C.



Craig J. Ackermann, Esq.

Tatiana Hernandez, Esq.

*Attorneys for Plaintiff, the LWDA, and the other
Aggrieved Employees*

EXHIBIT A



California compensación de Servicios de Construcción (Hourly Field Direct Labor)

Todos los empleados de mano de obra directa de campo por hora (Hourly Field Direct Labor) dentro de nuestra división de servicios de construcción se pagarán una tarifa por hora igual o mayor que el salario mínimo establecido. El salario por hora será determinado por el empleador y acordado por el trabajador en el momento de la contratación y antes de iniciar cualquier trabajo. Estos empleados también tendrán la oportunidad de ganar salarios adicionales, en función de su productividad, a través de un presupuesto de producción preestablecida. Presupuestos de producción serán pre-determinados antes de que los empleado (s) comiencen a trabajar en cada proyecto. Estas tarifas pueden variar dependiendo del tipo de trabajo, fase de construcción, complejidad de los productos, y el área geográfica. Presupuestos de producción se crean utilizando horas estimadas de terminación (Horas objetivo) y fluctuarán de fase a fase y de proyecto en proyecto dadas las variables antes mencionadas.

Ingresos regulares de empleado se basarán en sus horas totales trabajadas multiplicadas por su tarifa por hora. Los ingresos del presupuesto de producción se calcula utilizando lo siguiente:

Presupuesto de producción (horas específicas x \$ 25) - los ingresos por hora regulares = Compensación Bono de Producción (se paga además de las ganancias regulares).

* Si se gana bono de producción, se pagará a cada individuo en la cuadrilla por un % acordado, decidido y documentado antes de comenzar el trabajo.

** En el caso de que los ingresos por hora regulares superan las horas totales objetivo x \$ 25, no se pagará prima de producción, sin embargo, se pagarán todos los ingresos por hora regulares.

El cálculo anterior se utilizará si hay solo un empleado que trabaja en una tarea en particular o varios empleados (una cuadrilla) que trabajan en la tarea específica. El presupuesto de producción NO es acumulativa (no se multiplica) por el número de personas que trabajan en el trabajo. El presupuesto de producción es un número fijo y no se puede modificar el número de personas que trabajan en ese trabajo. En el caso de que los ingresos regulares superan el presupuesto de producción, a los empleados se le pagarán sus ingresos regulares, pero no recibirán ninguna compensación producción.

Los periodos de descanso y de recuperación deben ser registrados en la tarjeta de tiempo de cada individuo y se pagarán en base a su tarifa por hora.

Horas extras se calcularán utilizando los salarios brutos del empleado (incluyendo la compensación bono de producción) dividido por el total de horas trabajadas y multiplicado por 1.5 por horas en exceso de 8 o multiplicado por 2.0 por horas en exceso de 12 en cualquier día de trabajo.

Talones de pago de los empleados serán detallados por los siguientes pagos:

Los salarios por hora regular; Las ganancias del descanso y la recuperación; Tiempo enfermedad pagado, Las ganancias de incentivos de instalador (bono de incentivo de producción); Tiempo extra

* Si hay alguna pregunta acerca de lo que implica su trabajo o cómo se le pagará por su trabajo, por favor hable con su supervisor antes de comenzar el trabajo. *

EXHIBIT B



Employer Name: BMC WEST LLC
Employer ID: 9194311000
Phone:
Employer Address: 4800 Falls of Neuse Rd, Suite 400
 Raleigh, NC 27609

Employee Name: Gustavo Chavez Franco
Employee #: 682671
Employee Address: 11159 Virginia Ave
 Lynwood, CA 90262
Department: 8794 - California Stucco
Site: 8794 - California Stucco

Pay Date: 4/30/2021
Pay Period: 4/17/2021 - 4/23/2021
Deposit Advice #: 391547508
Pay Frequency: Weekly
Pay Rate: 23.0000
Federal Filing Status: Married
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Married; Alt Code 01 (CA)
State Exemptions: 4 (CA)

	Current 4/17/2021 - 4/23/2021			YTD As of 4/23/2021	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	91.81		\$2,314.63	812.97	\$19,060.67
Regular	40.00	23.0000	\$920.00	351.00	\$6,925.00
Overtime	11.00	34.5000	\$379.50	153.00	\$4,468.50
Sick				16.00	\$304.00
Double Time				2.00	\$76.00
FLSA Overtime			\$57.38		\$612.92
Rest - CA	2.50			24.00	
CA Ins Inc	38.31	25.0000	\$957.75	266.97	\$6,674.25
Memo Information			\$46.30		\$389.83
401K ER Match			\$46.30		\$381.25
BLIFR					\$7.41
ADDR					\$1.17
Pre-Tax Deductions			\$92.59		\$762.44
401K %			\$92.59		\$762.44
Taxes			\$379.22		\$2,929.49
Fed W/H			\$94.14		\$713.09
SO SEC TAX EE			\$143.51		\$1,181.76
MEDICARE TAX EE			\$33.56		\$276.38
CA W/H			\$80.24		\$529.53
CA DT EE			\$27.77		\$228.73
	Routing #	Account #	Amount		Amount
Net Pay			\$1,842.82		\$15,368.74
Direct Deposit	121000358	XXXXXXXXX6266	\$1,842.82		

Accruals & Balances

Sick Balance:	10.52 Hours	Sick Accrued:	1.90 Hours
Emergency Sick California Balance:	80.00 Hours		



Employer Name: BMC WEST LLC
Employer Phone: 9194311000
Employer Address: 4800 Falls of Neuse Rd, Suite 400
Raleigh, NC 27609

Employee Name: Gustavo Chavez Franco
Employee #: 682671
Employee Address: 11159 Virginia Ave
Lynwood, CA 90262
Department: 8794 - California Stucco
Site: 8794 - California Stucco

Pay Date: 4/30/2021
Pay Period: 4/17/2021 - 4/23/2021
Deposit Advice #: 391547508
Pay Frequency: Weekly
Pay Rate: 23.0000
Federal Filing Status: Married
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Married; Alt Code 01 (CA)
State Exemptions: 4 (CA)

Supplemental Earnings Statement					
Earnings	Begin Date	End Date	Hours/Units	Rate	Amount
FLSA Overtime	4/17/2021	4/23/2021			\$57.38
CA Ins Inc	4/17/2021	4/23/2021	38.31	25.0000	\$957.75



Employer Name: BMC WEST LLC
Employer #: 9194311000
Phone:
Employer Address: 4800 Falls of Neuse Rd, Suite 400
 Raleigh, NC 27609

Employee Name: Gustavo Chavez Franco
Employee #: 682671
Employee Address: 11159 Virginia Ave
 Lynwood, CA 90262
Department: 8794 - California Stucco
Site: 8794 - California Stucco

Pay Date: 4/23/2021
Pay Period: 4/10/2021 - 4/16/2021
Deposit Advice #: 389777319
Pay Frequency: Weekly
Pay Rate: 23.0000
Federal Filing Status: Married
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Married; Alt Code 01 (CA)
State Exemptions: 4 (CA)

	Current 4/10/2021 - 4/16/2021			YTD As of 4/16/2021	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	57.04		\$1,444.64	721.16	\$16,746.04
Regular	24.00	23.0000	\$552.00	311.00	\$6,005.00
Overtime	7.00	34.5000	\$241.50	142.00	\$4,089.00
Sick				16.00	\$304.00
Double Time				2.00	\$76.00
FLSA Overtime			\$37.64		\$555.54
Rest - CA	1.50			21.50	
CA Ins Inc	24.54	25.0000	\$613.50	228.66	\$5,716.50
Memo Information			\$28.90		\$343.53
401K ER Match			\$28.90		\$334.95
BLIFR					\$7.41
ADDR					\$1.17
Pre-Tax Deductions			\$57.79		\$669.85
401K %			\$57.79		\$669.85
Taxes			\$148.90		\$2,550.27
Fed W/H					\$618.95
SO SEC TAX EE			\$89.56		\$1,038.25
MEDICARE TAX EE			\$20.95		\$242.82
CA W/H			\$21.05		\$449.29
CA DT EE			\$17.34		\$200.96
	Routing #	Account #	Amount		Amount
Net Pay			\$1,237.95		\$13,525.92
Direct Deposit	121000358	XXXXXXXXX6266	\$1,237.95		

Accruals & Balances	
Sick Balance:	8.62 Hours
Emergency Sick California Balance:	80.00 Hours



Employer Name: BMC WEST LLC
Employer Phone: 9194311000
Employer Address: 4800 Falls of Neuse Rd, Suite 400
Raleigh, NC 27609

Employee Name: Gustavo Chavez Franco
Employee #: 682671
Employee Address: 11159 Virginia Ave
Lynwood, CA 90262
Department: 8794 - California Stucco
Site: 8794 - California Stucco

Pay Date: 4/23/2021
Pay Period: 4/10/2021 - 4/16/2021
Deposit Advice #: 389777319
Pay Frequency: Weekly
Pay Rate: 23.0000
Federal Filing Status: Married
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Married; Alt Code 01 (CA)
State Exemptions: 4 (CA)

Supplemental Earnings Statement

Earnings	Begin Date	End Date	Hours/Units	Rate	Amount
FLSA Overtime	4/10/2021	4/16/2021			\$37.64
CA Ins Inc	4/10/2021	4/16/2021	24.54	25.0000	\$613.50



Employer Name: BMC WEST LLC

Employer Phone: 9194311000

Employer Address: 4800 Falls of Neuse Rd, Suite 400
Raleigh, NC 27609

Employee Name: Gustavo Chavez Franco
Employee #: 682671
Employee Address: 11159 Virginia Ave
Lynwood, CA 90262
Department: 8794 - California Stucco
Site: 8794 - California Stucco

Pay Date: 5/7/2021
Pay Period: 4/24/2021 - 4/30/2021
Deposit Advice #: 393050732
Pay Frequency: Weekly
Pay Rate: 23.0000
Federal Filing Status: Married
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Married; Alt Code 01 (CA)
State Exemptions: 4 (CA)

	Current 4/24/2021 - 4/30/2021			YTD As of 4/30/2021	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	73.65		\$1,840.87	886.62	\$20,901.54
Regular	40.00	23.0000	\$920.00	391.00	\$7,845.00
Overtime	11.00	34.5000	\$379.50	164.00	\$4,848.00
Sick				16.00	\$304.00
Double Time				2.00	\$76.00
FLSA Overtime			\$37.62		\$650.54
Rest - CA	2.50			26.50	
CA Ins Inc	20.15	25.0000	\$503.75	287.12	\$7,178.00
Memo Information			\$36.82		\$426.65
401K ER Match			\$36.82		\$418.07
BLIFR					\$7.41
ADDR					\$1.17
Pre-Tax Deductions			\$73.63		\$836.07
401K %			\$73.63		\$836.07
Taxes			\$228.90		\$3,158.39
Fed W/H			\$21.49		\$734.58
SO SEC TAX EE			\$114.14		\$1,295.90
MEDICARE TAX EE			\$26.69		\$303.07
CA W/H			\$44.49		\$574.02
CA DT EE			\$22.09		\$250.82
	Routing #	Account #	Amount		Amount
Net Pay			\$1,538.34		\$16,907.08
Direct Deposit	121000358	XXXXXXXXX6266	\$1,538.34		

Accruals & Balances			
Sick Balance:	13.58 Hours	Sick Accrued:	3.06 Hours
Emergency Sick California Balance:	80.00 Hours		



Employer Name: BMC WEST LLC
Employer Phone: 9194311000
Employer Address: 4800 Falls of Neuse Rd, Suite 400
Raleigh, NC 27609

Employee Name: Gustavo Chavez Franco
Employee #: 682671
Employee Address: 11159 Virginia Ave
Lynwood, CA 90262
Department: 8794 - California Stucco
Site: 8794 - California Stucco

Pay Date: 5/7/2021
Pay Period: 4/24/2021 - 4/30/2021
Deposit Advice #: 393050732
Pay Frequency: Weekly
Pay Rate: 23.0000
Federal Filing Status: Married
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Married; Alt Code 01 (CA)
State Exemptions: 4 (CA)

Supplemental Earnings Statement

Earnings	Begin Date	End Date	Hours/Units	Rate	Amount
FLSA Overtime	4/24/2021	4/30/2021			\$37.62
CA Ins Inc	4/24/2021	4/30/2021	20.15	25.0000	\$503.75

**Chavez Franco, Gustavo** • 682671

8794- Scaffold Builder

8794 - California Stucco • 8794 - California Stucco

Active

BMC Construction Services

Manager



Billa, Robert J

8794- Operations Manager I

Earnings

Statements BMC WEST LLC - #394603920 5/14/2021

Print Statement

Summary

**Employer** BMC WEST LLC**Name:** 9194311000**Phone:****Employer Address:** 4800 Falls of Neuse Rd, Suite 400
Raleigh, NC 27609**Employee Name:** Gustavo Chavez Franco**Employee #:** 682671**Employee Address:** 11159 Virginia Ave

Lynwood, CA 90262

Department: 8794 - California Stucco**Site:** 8794 - California Stucco**Pay Date:** 5/14/2021**Pay Period:** 5/1/2021 - 5/7/2021**Deposit Advice #:** 394603920**Pay Frequency:** Weekly**Pay Rate:** 23.0000**Federal Filing Status:** Married**Federal 2c/Extra** No/\$0.00**Withholding:****State Filing Status:** Married; Alt Code 01

(CA)

State Exemptions: 4 (CA)

	Current			YTD	
	5/1/2021 - 5/7/2021			As of 5/7/2021	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	95.78		\$2,469.44	982.40	\$23,370.98
Regular	40.00	23.0000	\$920.00	431.00	\$8,765.00
Overtime	15.00	34.5000	\$517.50	179.00	\$5,365.50
Sick				16.00	\$304.00
Double Time				2.00	\$76.00
FLSA Overtime			\$74.94		\$725.48
Rest - CA	2.50			29.00	
CA Ins Inc	38.28	25.0000	\$957.00	325.40	\$8,135.00
Memo Information			\$49.39		\$476.04
401K ER Match			\$49.39		\$467.46
BLIFR					\$7.41
ADDR					\$1.17
Pre-Tax Deductions			\$98.78		\$934.85
401K %			\$98.78		\$934.85
Taxes			\$438.69		\$3,597.08
Fed W/H			\$126.83		\$861.41
SO SEC TAX EE			\$153.10		\$1,449.00
MEDICARE TAX EE			\$35.81		\$338.88
CA W/H			\$93.32		\$667.34
CA DT EE			\$29.63		\$280.45
	Routing #	Account #	Amount		Amount
Net Pay			\$1,931.97		\$18,839.05
Direct Deposit	121000358	XXXXXXXX6266	\$1,931.97		

Accruals & Balances			
Sick Balance:	16.03 Hours	Sick Accrued:	2.46 Hours
Emergency Sick California Balance:	80.00 Hours		



Chavez Franco, Gustavo • 682671
 8794- Scaffold Builder
 8794 - California Stucco • 8794 - California Stucco
 Active BMC Construction Services

Manager **Billa, Robert J**
 8794- Operations Manager f

Earnings

Statements BMC WEST LLC - #396096333 5/21/2021

5/21/2021 Summary



Employer BMC WEST LLC
Name:
Employer 9194311000
Phone:
Employer 4800 Falls of Neuse Rd, Suite
Address: 400
 Raleigh, NC 27609

Employee Name: Gustavo Chavez Franco
Employee #: 682671
Employee Address: 11159 Virginia Ave
 Lynwood, CA 90262
Department: 8794 - California Stucco
Site: 8794 - California Stucco

Pay Date: 5/21/2021
Pay Period: 5/8/2021 - 5/14/2021
Deposit Advice #: 396096333
Pay Frequency: Weekly
Pay Rate: 23,0000
Federal Filing Status: Married
Federal 2c/Extra Withholding: No/\$0,00
State Filing Status: Married; Alt Code 01 (CA)
State Exemptions: 4 (CA)

	Current 5/8/2021 - 5/14/2021			YTD As of 5/14/2021	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	89.06		\$2,203.30	1,071.46	\$25,574.28
Regular	40.00	23.0000	\$920.00	471.00	\$9,665.00
Overtime	8.00	34.5000	\$276.00	187.00	\$5,641.50
Sick				16.00	\$304.00
Double Time				2.00	\$76.00
FLSA Overtime			\$43.30		\$768.78
Rest - CA	2.50			31.50	
CA Ins Inc	38.56	25.0000	\$964.00	363.96	\$9,099.00
Memo Information			\$44.07		\$520.11
401K ER Match			\$44.07		\$511.53
BLIFR					\$7.41
ADDR					\$1.17
Pre-Tax Deductions			\$88.13		\$1,022.98
401K %			\$88.13		\$1,022.98
Taxes			\$336.47		\$3,933.55
Fed W/H			\$70.63		\$932.04
SO SEC TAX EE			\$136.61		\$1,585.61
MEDICARE TAX EE			\$31.95		\$370.83
CA W/H			\$70.84		\$738.18
CA DT EE			\$26.44		\$306.89
Net Pay	Routing #	Account #	Amount		Amount
Direct Deposit	121000358	XXXXXXXXX6266	\$1,778.70		\$20,617.75

Accruals & Balances			
Sick Balance:	19.23 Hours	Sick Accrued:	3.19 Hours
Emergency Sick California	80.00 Hours		
Balance:			



Chavez Franco, Gustavo - 682671
 8794- Scaffold Builder
 8794 - California Stucco - 8794 - California Stucco
 Active BMC Construction Services

Manager Billa, Robert J
 8794- Operations Manager I

Earnings

Statements BMC WEST LLC - #397713334 5/28/2021

Summary



Employer Name: BMC WEST LLC
Employer Phone: 9194311000
Employer Address: 4800 Falls of Neuse Rd, Suite 400
 Raleigh, NC 27609

Employee Name: Gustavo Chávez Franco
Employee #: 682671
Employee Address: 11159 Virginia Ave
 Lynwood, CA 90262
Department: 8794 - California Stucco
Site: 8794 - California Stucco

Pay Date: 5/28/2021
Pay Period: 5/15/2021 - 5/21/2021
Deposit Advice #: 397713334
Pay Frequency: Weekly
Pay Rate: 23.0000
Federal Filing Status: Married
Federal 2c/Extra Withholding: No/\$0.00
State Filing Status: Married; Alt Code 01 (CA)
State Exemptions: 4 (CA)

	Current 5/15/2021 - 5/21/2021			YTD As of 5/21/2021	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	45.74		\$1,160.76	1,117.20	\$26,735.04
Regular	24.00	23.0000	\$552.00	495.00	\$10,237.00
Overtime	8.00	34.5000	\$276.00	195.00	\$5,917.50
Sick				16.00	\$304.00
Double Time				2.00	\$76.00
FLSA Overtime			\$26.76		\$795.54
Rest - CA	1.50			33.00	
CA Ins Inc	12.24	25.0000	\$306.00	376.20	\$9,405.00
Memo Information			\$23.22		\$543.33
401K ER Match			\$23.22		\$534.75
BLIFR					\$7.41
ADDR					\$1.17
Pre-Tax Deductions			\$46.43		\$1,069.41
401K %			\$46.43		\$1,069.41
Taxes			\$111.78		\$4,045.33
Fed W/H					\$932.04
SO SEC TAX EE			\$71.96		\$1,657.57
MEDICARE TAX EE			\$16.83		\$387.66
CA W/H			\$9.06		\$747.24
CA DT EE			\$13.93		\$320.82
Net Pay	Routing #	Account #	Amount		Amount
Direct Deposit	121000358	XXXXXXXX6266	\$1,002.55		\$21,620.30
			\$1,002.55		

Accruals & Balances			
Sick Balance:	22.19 Hours	Sick Accrued:	2.97 Hours
Emergency Sick California Balance:	80.00 Hours		